

Software Subscription Agreement

ACheck (for LIHTC Syndicators) SCHEDULE

LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae licenses to Licensee the application known as ACheck® (the “**Licensed Application**”), pursuant to this Schedule and the Master Terms and Conditions between Fannie Mae and Licensee (the “**Master Terms**”) into which this Schedule is incorporated (together, the “**Agreement**”). As of the effective date of this Schedule, the Licensed Application provides information regarding an individual’s or other entity’s prior transactional history with Fannie Mae.
2. Marks. Licensee acknowledges all of Fannie Mae’s Marks associated with its Multifamily Applications, including ACheck.
3. Protection. For purposes of this Schedule, “Licensed Materials,” as referred to in the Master Terms Section entitled “Ownership,” includes screen output and hard copy printouts resulting from the use of the Licensed Application.
4. Authorized Users. For purposes of this Schedule, the term “Authorized User” includes individuals who have obtained Authentication Credentials as a result of Licensee’s actions or Fannie Mae’s actions on Licensee’s behalf. Licensee acknowledges and agrees that actions of Authorized Users shall be deemed to be actions of Licensee and Licensee guarantees the full performance by its Authorized Users of all obligations under the Agreement.
5. Use of Application. In addition to the terms set forth in this Schedule, Licensee is required to access and use the Licensed Application in accordance with the requirements of Fannie Mae, as amended, modified, or supplemented from time to time (collectively, the “**Fannie Mae Requirements**”). Licensee agrees that its use of the Licensed Application and any decision, approval, or action rendered by the Licensed Application is governed by the Fannie Mae Requirements.
6. Restrictions on Use. Without limiting the terms of the Master Terms Section entitled "Restrictions on Use" or any other provision in the Master Terms or this Schedule, Licensee may only access and use the Licensed Application to perform evaluations required by Fannie Mae of persons or entities involved in low income housing tax credit projects that Licensee has proposed or may propose to Fannie Mae as investments for a fund in which Fannie Mae is an investor.
7. Third-Party Access. Licensee may not designate any agents or other third parties to access or use the Licensed Application on Licensee’s behalf without the express written permission of Fannie Mae, which may be withheld by Fannie Mae at its sole discretion. Additionally, Licensee may not disclose, aggregate or distribute findings, messages or reports produced by the Licensed Application to any third parties. Licensee assumes full responsibility for the consequences of such disclosure in violation of the prohibitions set forth in the foregoing sentence.
8. Termination. In addition to Fannie Mae’s rights under the Master Terms Section entitled “Termination,” Fannie Mae may terminate this Schedule without cause immediately upon written notice to Licensee.

9. Indemnification. Licensee's obligation to indemnify Fannie Mae as established in the Master Terms include indemnification in the event of any breach of this Schedule.
10. Survival. In addition to the provisions referred to in the Master Terms Section entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including Sections 2, 3 and 10 of this Schedule will survive any termination of this Schedule or the Agreement.