

**BULLETIN**  
**DESKTOP ORIGINATOR SCHEDULE**

This Bulletin is issued in accordance with the section of the Fannie Mae Software Subscription Agreement (the “Agreement”) entitled “Issued Bulletins; Amendments,” and amends and restates the existing Desktop Originator Schedule (the “Old DO Schedule”) as set forth in the attached new Desktop Originator Schedule (the “New DO Schedule”). To the extent possible, conforming changes have been made throughout the New DO Schedule in order to better align with the content presented in the DU Schedule (Seller/Service version).

In addition to minor edits, including those made for the sake of brevity or consistency, typo corrections, section renumbering, formatting and presentation order, short titles have been added to most sections for ease of reference. More specifically, the New DO Schedule includes revisions to the following terms:

SECTION NO./ TITLE	OLD SECTION NO./ TITLE (if different)	DESCRIPTION OF CHANGE
1.— <u>Licensed Application</u>	—	Clarification added that use of the term “Licensed Application” is meant to include both Desktop Originator (“DO”) and related APIs, and description of DO’s functionality was expanded.
2.— <u>Definitions</u>	—	Definitions of “Codified Findings,” “Consumer Findings,” “Customer(s),” “Loan Casefile,” “Loan Documents,” “Mortgage Loan Application,” and “Prequalification Analysis.”  In addition, the definitions of the following terms were revised: FCRA, Licensee Sites, Sponsoring Lender, TILA, and Consumer Data, which now includes ownership of an existing loan.
3.— <u>Sponsoring Lenders</u>	3.— <i>Registration; End Users and Sponsoring Lenders</i>	Section requires at least one Sponsoring Lender to be retained by the Licensee for full term of this Schedule.
4.— <u>Restrictions on Use</u>	—	Section now includes the following: <ul style="list-style-type: none"> <li>• a requirement that Licensee’s access and use of APIs be in compliance with applicable laws, including the Gramm-Leach-Bliley Act;</li> <li>• a reminder to Licensees that Licensed Applications should not be used to engage in any activity that would</li> </ul>

		<p>be a violation of Selling Guide B2-1.2-04, <i>Prohibited Refinancing Practice</i>; and</p> <ul style="list-style-type: none"> <li>• prohibition of the redistribution of DU, except with the express written consent of Fannie Mae and on terms and conditions Fannie Mae may require.</li> </ul>
5.— <u>Codified Findings</u>	—	New Section (which also appears in the DU Schedule) that contains permitted uses of, provisions governing, and liabilities associated with Codified Findings, where provided by Fannie Mae (“FM”).
6.— <u>Unauthorized Representations; Sharing of Findings and Recommendations</u>	—	New Section (which also appears in the DU Schedule) that clarifies that, other than for the purposes specified, Licensee may not share the DU Findings Report unless required by law. In addition, Licensees must comply with all requirements related to the access, sharing and use of Loan Casefiles when using the DU Messages API to retrieve DU findings.
7.— <u>Limited Agency Relationship</u>	—	New Section (which also appears in the DU Schedule) that includes an Acknowledgment from Licensee that FM is authorized to obtain Consumer Data to perform a Prequalification Analysis or to make an underwriting recommendation.
9.— <u>Features Pertaining to Subject Property</u>	—	<p>New Section (which also appears in the DU Schedule) that acknowledges the following:</p> <ul style="list-style-type: none"> <li>• FM does not warrant property value;</li> <li>• Licensee must not represent to third parties that FM performs appraisals or valuations;</li> <li>• Application output does not constitute an appraisal;</li> <li>• Findings or messages generated by the Application are for informational purposes only; and</li> <li>• Such findings may not be used to interfere with an appraiser’s judgment.</li> </ul>
11.— <u>Loan Documents</u>	—	New Section (which also appears in the DU Schedule) that acknowledges that Licensee is solely responsible for use of Loan Documents as well as for any liabilities associated with such use.
12.— <u>Loan Casefile Identification Numbers</u>	16.— <i>Loan Casefile Identification Numbers</i>	Section clarifies that Licensee’s disclosure of a Loan Casefile ID number to a third party constitutes Licensee’s consent for such party to have access to DU findings that are associated with a Loan Casefile and for FM to provide such access, including via the DU Messages API.
13.— <u>Compliance with Laws</u>	—	Section now has a more generic and comprehensive description of Applicable Laws and clarifies that Licensee is solely responsible for determining whether origination costs meets TILA’s definition of “finance charges.”
14.— <u>Litigation and Enforcement Actions</u>	—	New Section (which also appears in the DU Schedule) that grants FM the right to audit Licensee’s records, which Licensee must cooperate with, upon notice of litigation for violations of Agreement terms.
15.— <u>Privacy</u>	—	New Section (which also appears in the DU Schedule) that requires Licensee’s privacy statements, policies, and

		practices—for which FM will not be bound by nor bears any responsibility—to not conflict with “Rights in Data” Section of the Master Terms.
16.— <u>DU for Government Loans</u>	—	New Section (which also appears in the DU Schedule) that contains terms and conditions applicable to components of DU that are used to assist lenders in underwriting loans guaranteed by the VA or insured by FHA.
18.— <u>Support; No Duty to Monitor</u>	—	Acknowledgment added that FM is not obligated to remove, edit or monitor data or other materials related to DU that are generated by Licensee or its affiliates.
20.— <u>Suspension or Termination for Cause</u>	14.— <i>Termination for Cause</i>	Section clarifies FM’s right to suspend or terminate a Licensee’s access to any Licensed Application, without notice, at any time and in its sole discretion, for violating the terms of Section 9 of the New DO Schedule, or if Licensee’s continued access may result in harm to FM.
22.— <u>Indemnification</u>	—	Licensee must indemnify FM for any breaches of those Sections specified.

All of the changes described above are effective as of the Effective Date indicated in this Schedule, except for the provision related to APIs in Section 4.c., which is effective immediately in accordance with the Master Terms Section entitled “Issued Bulletins; Amendments.” All of the terms and conditions of the Agreement shall continue in full force and effect. Capitalized terms used in this Bulletin but not defined herein shall have the meaning ascribed to them in the New DO Schedule and the Agreement. In the event of any inconsistency between or among the provisions contained in the Agreement (including the New DO Schedule) and this Bulletin, the provisions of the Agreement shall govern.

## Software Subscription Agreement

### DESKTOP ORIGINATOR Schedule

#### LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae licenses to Licensee the application known as Desktop Originator® (DO®) and related APIs (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 certain automated underwriting functionality, including those designed to:
  - a. facilitate the communication and exchange of certain data between Licensee and each Sponsoring Lender;
  - b. generate certain recommendations, underwriting findings (including Codified Findings), underwriting analyses and other reports;
  - c. facilitate the communication and exchange of data between Licensee and consumer reporting agencies accessible through the Credit Retrieval Module; and
  - d. validate certain loan application data where Licensee has been given access to the DU Validation Service.
  - e. facilitate Licensee’s access to certain mortgage scorecards maintained by or on behalf of the U.S. Federal Housing Administration (the “**FHA**”) and the U.S. Department of Veterans Affairs (the “**VA**”).
2. Definitions. The following terms are used in this Schedule as defined below:

“**Codified Findings**” means any underwriting recommendation or underwriting findings files, results files, structures and message or other codes pertaining to the Licensed Application (as such files, structures, and message and other codes may be modified from time to time), which are provided by (or on behalf of) Fannie Mae to Licensee for the purpose of, among other things, facilitating Licensee’s development of Consumer Findings.

“**Consumer Data**” means any information, including consumer credit data, which bears on a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living and in connection with a refinance, includes whether Fannie Mae owns the existing loan. Such data may include, data contained in:

- i. residential mortgage credit reports, "in-file" credit reports, or "consumer reports," as defined in the FCRA;

- ii. verifications of income, employment, or assets, or other forms of alternate documentation as described in the Selling Guide;
- iii. the Uniform Residential Loan Application, including any attachments and supplements to it; and
- iv. any correspondence or communication from the consumer or any third party which includes information relating to any of the above factors.

From time to time and as a convenience only, Fannie Mae may identify information as Consumer Data but Fannie Mae's failure to so identify such information as Consumer Data does not relieve Licensee of any of its obligations related to Consumer Data.

**"Consumer Findings"** means recommendations or findings relating to the Licensed Application that are understandable and meaningful to Customers. Consumer Findings may be a derivative work of Codified Findings.

**"Consumer Report"** means a "consumer report" issued by a "consumer reporting agency," as those terms are defined by the FCRA.

**"Credit Retrieval Module"** means the component of the Licensed Application that facilitates the retrieval of a Consumer Report from a consumer reporting agency by communicating and exchanging data between Licensee and the consumer reporting agency.

**"Customer(s)"** means individual mortgage loan applicants and borrowers or prospective mortgage loan applicants and borrowers.

**"DU Validation"** means a validation of a Customer's Consumer Data, as submitted to the Licensed Application by Licensee, against corresponding Consumer Data received by Fannie Mae from a Third-Party Data Source through the DU Validation Service.

**"DU Validation Service"** means the component of the Licensed Application that performs DU Validations.

**"ECOA"** means the Equal Credit Opportunity Act, codified at 15 U.S.C. 1691 et seq., and its implementing regulation, Regulation B, codified at 12 C.F.R. Part 202.

**"FCRA"** means the Fair Credit Reporting Act, codified at 15 U.S.C. 1681 et seq. and the Federal Trade Commission's Official Staff Commentary to the Fair Credit Reporting Act.

**"Help Screen"** refers to the function within the Licensed Application that, among other things, provides a reference to the capabilities and features of, and the glossary of terms used in, the Licensed Application.

**"Loan Casefile"** means a unique collection of data related to a Customer's loan application, including, as applicable, Consumer Data, and other information such as recommendations, findings (including Codified Findings), analyses, reports and other output generated by the Licensed Application, all of which are logically associated in a single file and assigned a unique casefile identifier.

**"Loan Documents"** means forms that are provided with the Licensed Application as a convenience to Licensee. These forms include the Uniform Residential Loan Application and any attachments and supplements to it.

**"Mortgage Loan Application"** means the submission by a loan applicant of financial information and identification of a specific property to secure a loan.

**"Prequalification Analysis"** means the evaluation of Consumer Data with respect to a prospective loan applicant for the purpose of evaluating such prospective applicant's qualification for financing, other than in connection with a Mortgage Loan Application.

**"RESPA"** means the Real Estate Settlement Procedures Act, codified at 12 U.S.C. 2601 et seq., and its implementing regulation, Regulation X.

**"Sponsoring Lender"** means any third-party financial institution with which Licensee maintains an independent contractual relationship that authorizes Licensee to offer its loan products and communicate with it in conjunction with the origination of residential mortgage loans via the Licensed Application, which communication includes the submission and receipt of loan product information and Licensee's submission to Sponsoring Lender of loan applications and consumer reports obtained via the Credit Retrieval Module.

**"Subject Property"** means the property that is the subject of a loan.

**"Third-Party Data Source"** means a Third-Party Licensor: (i) from whom Licensee orders Consumer Reports through the Credit Retrieval Module which are then transmitted through a Third-Party Application or (ii) who is designated in the Fannie Mae Selling Guide as participating in the DU Validation Service and whom Licensee commissions to transmit Verification Reports to the DU Validation Service by a Third-Party Application.

**"TILA"** means the Truth-in-Lending Act, codified at 15 U.S.C. 1601 et seq. and its implementing regulation, Regulation Z, and the Official Staff Commentary to Regulation Z, as applicable.

**"Verification Report"** means a report containing Consumer Data transmitted by a Third-Party Data Source to the DU Validation Service.

3. Sponsoring Lenders. Prior to using the Licensed Application, Licensee must register at least one Sponsoring Lender with Fannie Mae and thereafter retain at least one Sponsoring Lender throughout the term of this Schedule.
4. Restrictions on Use. Without limiting the terms of the Section of the Master Terms entitled (Restriction on Use" or any other provision in the Master Terms or this Schedule, Licensee may use the Licensed Application's Credit Retrieval Module, underwriting functionality and Prequalification Analysis functionality only under the following circumstances:
  - a. to request and receive Consumer Reports and analyze and evaluate Consumer Data in such reports for the purpose of performing Prequalification Analyses of

prospective loan applicants who have submitted an express, written authorization to Licensee to obtain such reports and analyze and evaluate such data;

- b. to request and receive Consumer Reports and analyze and evaluate Consumer Data in such reports in underwriting Mortgage Loan Applications before a decision regarding any such application is made and communicated to any loan applicants.
  - c. with respect to any APIs, (1) to access and use such APIs in accordance with all applicable laws, including the Gramm-Leach-Bliley Act, 15 U.S.C. §6801-6809, and (2) to not permit any mortgage broker to access such API as an Authorized User unless expressly permitted in writing by Fannie Mae. To the extent that any data or information is Consumer Data (or identified by Fannie Mae to Licensee as Consumer Data), Licensee may not use the API to obtain such data on consumers whose loans it does not own or whose loan(s) it currently does not service for Fannie Mae until AFTER receiving the consumer's prior consent to access such data;
  - d. Licensee shall not use (or permit its Authorized Users to use) the Licensed Application to engage in any activity that would be prohibited by *Selling Guide B2-1.2-04, Prohibited Refinancing Practices*; and
  - e. Licensee shall not redistribute the Licensed Application to mortgage brokers or correspondent lenders, except with the express written consent of Fannie Mae and on such terms and conditions as Fannie Mae may require.
5. Codified Findings. The following terms apply if Fannie Mae provides Codified Findings to Licensee:
- a. Permitted Uses of Codified Findings. Licensee may use the Codified Findings to:
    - i. modify and develop Consumer Findings that are derivative works of the Sites;
    - ii. populate Licensee's database and other downstream systems with data points including, by way of illustration, special feature codes and Consumer Data;
    - iii. create actionable items based on data parsed from the Codified Findings;
    - iv. communicate loan conditions to Licensee's fulfillment staff;
    - v. trigger automated system messaging of processing requirements based on Licensee's loan processing rules;
    - vi. customize, add or suppress messaging to be compatible with Licensee's specific requirements; and
    - vii. trigger automated loan-processing actions based on Licensee's loan processing rules that result in automatically executed actions, such as ancillary fulfillment service ordering (i.e., flood, mortgage insurance and

title), loan condition clearing tasks, and loan status tracking, all without user intervention.

b. Provisions Governing Codified Findings. Licensee agrees that the Codified Findings are subject to change at any time and from time to time:

- i. Licensee develops code based upon the Codified Findings at its own risk, cost and expense;
- ii. upon receipt of any changes to the Codified Findings, Licensee must promptly update any code that it has developed or licensed in order to conform it to the most recent version of the Codified Findings;
- iii. neither Licensee nor any Third-Party Provider used by Licensee may modify, alter or translate the Codified Findings in such a way as to materially alter the substance of any recommendation or finding issued by the Licensed Application;
- iv. if there is any inconsistency between the findings issued by the Licensed Application and the Codified Findings, the findings issued by the Licensed Application will govern;
- v. Fannie Mae has the right, but not the obligation, to review and comment on any Consumer Findings developed by Licensee or any Third-Party Provider used by Licensee;
- vi. Licensee must promptly make (or cause to be made) any alterations or additions that Fannie Mae may request from time to time to any Consumer Findings developed by Licensee or any Third-Party Provider; and
- vii. Consumer Findings may not contain any reference to Fannie Mae without Fannie Mae's prior written consent.

c. Liability Related to Use of Codified Findings. Licensee further agrees that the Codified Findings are provided as a convenience only, and that their use may result in liability under existing laws, rules or regulations, and under agreements to which Licensee is a party. Any liability resulting from Licensee's use of Codified Findings is solely Licensee's responsibility, and Fannie Mae and its Third-Party Licensors are not responsible for any such use or liability.

6. Unauthorized Representations; Sharing of Findings and Recommendations. Notwithstanding the provisions of the Section of the Master Terms entitled "Unauthorized Representations," Licensee may share underwriting findings and recommendations (e.g., "approve," "refer," or "refer with caution") generated by the Licensed Application, including findings reports, with a Customer; provided, that (a) the findings and recommendations are shared in a manner that makes them understandable and meaningful to Customers, and (b) if the findings or recommendations contain any reference to Fannie Mae, Licensee clearly and conspicuously informs the Customer in writing that any finding

or recommendation rendered by the Licensed Application is not a consumer credit report and does not constitute an approval or denial of a Mortgage Loan Application by Fannie Mae, or a commitment to purchase a loan by Fannie Mae. Unless otherwise required by law, no other sharing of the DU Findings Report is permitted.

The DU Messages API enables a Licensee to automate the retrieval of messages provided on the DU Findings Report. Because the DU Messages API enables the retrieval of DU findings, Licensee agrees that it must comply with all requirements in this Agreement for the access, sharing and use of the Loan Casefile and any associated findings when using the DU Messages API.

7. Limited Agency Relationship. Notwithstanding the Section of the Master Terms entitled "Independent Parties," Licensee agrees that, in obtaining Consumer Reports via the Licensed Application and in the processing and evaluation of Consumer Data from Consumer Reports by the Licensed Application for purposes of performing a Prequalification Analysis or making an underwriting recommendation, Fannie Mae, as owner of the Licensed Application, is the agent of Licensee, as that term is defined in the FCRA. As Licensee's limited agent, Fannie Mae will, and is expressly authorized by Licensee to disclose or require Licensee to disclose (through reasonable, prescribed means) to Third-Party Data Sources, including consumer reporting agencies, any secondary use of such Consumer Data facilitated by Licensee's use of the Licensed Application (including information relating to the identity of the secondary user). Licensee also agrees that Fannie Mae's role as Licensee's limited agent does not extend beyond the limited purposes set forth in this Section, and, for all other purposes, there is no such principal and agent relationship. Moreover, Licensee will in no way misrepresent to any third party the limited extent of this principal/agent relationship.
8. Relationship with Third-Party Data Sources.
  - a. Credit Retrieval Module. Licensee must, concurrently with this Schedule, maintain a separate agreement with each Third-Party Data Source that is accessible to it via the Licensed Application and from which it orders Consumer Reports through the Credit Retrieval Module. In addition to this Agreement, such agreement(s) will govern Licensee's use of all Consumer Reports obtained electronically through the Credit Retrieval Module.
  - b. DU Validation Service. Licensee must, concurrently with this Schedule, maintain a separate agreement with each Third-Party Data Source it commissions to transmit Verification Reports to the Licensed Application through the DU Validation Service. Such agreements must provide for all rights and authorizations necessary to enable Verification Reports to be provided to and used by Fannie Mae in performing DU Validations. Licensee must order Verification Reports directly from the applicable Third-Party Data Source.
  - c. Responsibility. In no event will Fannie Mae be responsible for any aspect of Licensee's relationship with any Third-Party Data Source, including any fees or

charges related to Licensee's use of its services or Fannie Mae's access to or use of Consumer Reports or Verification Reports.

- d. Warranty. Licensee hereby certifies, represents and warrants that any request for or use of "consumer reports," as defined in the FCRA through the Licensed Application is strictly for "permissible purposes," as defined in Section 604 of the FCRA, and for no other purpose and will in all other respects comply with the requirements of the FCRA.

9. Features Pertaining to the Subject Property

- a. No Warranty Regarding Value. Fannie Mae does not warrant that any property sales price (or any estimated value used to process a loan for a refinance transaction) accepted by the Licensed Application as the value for a transaction represents the actual value of the Subject Property.
- b. Statements to Third Parties. Licensee must not make any statements to any third party (including Customers) that Fannie Mae performed any kind of property review, appraisal or valuation of the Subject Property.
- c. Not an Appraisal or Valuation. Output generated by the Licensed Application, in whole or in part, has not been prepared by a licensed or certified appraiser and does not constitute an appraisal or valuation of the Subject Property.
- d. Findings for Informational Purposes Only. The findings and messages generated or reported by the Licensed Application are for informational purposes only. In no event will the absence or presence of flags or messages generated or reported by the Licensed Application indicate that an appraisal is acceptable or unacceptable. Findings generated or reported by the Licensed Application may not be used as Licensee's basis to accept or reject an appraisal nor may they be used as the basis for a credit decision.
- e. No Interference with Judgment of Appraiser. Licensee may not use findings generated or reported by the Licensed Application to interfere with the independent judgment of an appraiser nor encourage an appraiser to provide inaccurate or otherwise misleading conclusions to influence the automated output of the Licensed Application.

10. Recordkeeping. In addition to the provisions of the Section of the Master Terms entitled "Recordkeeping," the following applies:

- a. Licensee agrees that its access to data from the Licensed Application will terminate upon its electronic submission of such data to the Sponsoring Lender. Under such and certain other circumstances, Licensee may need to produce copies of the consumer reports, uniform residential loan applications or other data prior to submitting the related Loan Casefiles to a Sponsoring Lender. In no event will

Fannie Mae be responsible for maintaining any such data for Licensee or to provide Licensee with any such data at any time, either in electronic or hard-copy format.

11. Loan Documents. Licensee agrees that the Loan Documents are provided as a convenience only, and that Licensee's misuse or improper use of such forms may result in liability under existing laws, rules or regulations, and under agreements to which Licensee is a party. Licensee agrees that:
  - a. any liability resulting from Licensee's use of the Loan Documents is solely Licensee's responsibility and
  - b. Fannie Mae and any of its licensors of the Loan Documents are not responsible in any way for any such use or liability.
12. Loan Casefile Identification Numbers. Licensee's disclosure of a Loan Casefile identification number to a third party, either for due diligence purposes or otherwise, is deemed to be Licensee's consent to the third party's access to the Loan Casefile, including any associated DU findings (in all cases, for which Fannie Mae will have no liability) and authorization to Fannie Mae to provide the third party with such access, including access through the DU Messages API. In no event may a Loan Casefile identification number be used by Licensee to submit more than one loan to the Licensed Application.
13. Compliance with Laws. Without limiting the generality of the Section of the Master Terms entitled "Compliance with Laws, Licensee represents and warrants that:
  - a. Origination Cost. It is Licensee's sole responsibility to, and Licensee will, determine whether each cost relating to the origination of each residential mortgage loan is a "finance charge," as that term is defined by the Truth-in-Lending Act.
  - b. Help Screens. Licensee will not rely on any definitions provided in the Help Screen as being dispositive of the meaning of such terms and will seek its own legal counsel to determine the appropriate meaning of such terms, in light of Licensee's operations, for purposes of the Truth-in-Lending Act.
  - c. CLO-related Access Fees. To the extent that Licensee elects to charge a CLO-related access fee (as "CLO" is defined by RESPA or a RESPA-related Policy Statement) to a loan applicant in connection with Licensee's use of the Licensed Application in addition to any broker or origination-related fees
    - i. the CLO access fee will not be duplicative and will relate to the CLO-type services actually rendered by Licensee and
    - ii. any CLO disclosure required by RESPA will be provided to the applicant in the form and manner prescribed by RESPA. Moreover, any such CLO access fee, any CLO access fee charged to the Sponsoring Lender, and the use of the Licensed Application for CLO-type services will in all other respects comply with RESPA.

d. Applicable Laws. Licensee acknowledges that its activities, whether or not the Licensed Application is utilized in connection with such activities, may subject Licensee to certain federal, state and local substantive and disclosure laws and regulations including, RESPA, TILA, FCRA, ECOA and the Home Mortgage Disclosure Act and mortgage lending or broker statutes and their implementing regulations and commentaries, as applicable. Licensee hereby represents and warrants that it is in full compliance with these and all other laws, rules, and regulations (including ordinances, conventions, orders that have the effect of law, and judicial rulings and opinions), that apply to any of its mortgage lending, property valuation and other business practices, as well as to its use of the Licensed Application and Fannie Mae's systems, and that may have a material effect on Fannie Mae (collectively "Applicable Laws"). Licensee further represents and warrants that:

- i. it holds all applicable licenses and authorizations in all jurisdictions in which it conducts its business pursuant to Applicable Laws,
- ii. such licenses and authorizations are current and are fully in effect and
- iii. it has designed and implemented compliance and quality control policies, systems and procedures aimed at ensuring compliance with the Applicable Laws, as well as accurate and reliable data capture, collateral valuation, data reporting and adherence in all other manner to sound loan origination practices and principles. Licensee bears sole responsibility for complying with Applicable Laws (and compliance with its own quality control policies, procedures and plans) in connection with its use of the Licensed Application. The obligations set forth in this Section will in no event be considered imposed upon or shared by Fannie Mae or any Third-Party Licensors by virtue of Licensee's use of the Licensed Application or any forms, documents or other written or electronic materials provided by Fannie Mae or its Licensors, agents or representatives.

14. Litigation and Enforcement Actions. Licensee must notify Fannie Mae in accordance with the requirements of the Section of the Master Terms entitled "Notices" within three (3) business days of notice of any actual or threatened civil, administrative or criminal litigation or enforcement matter arising out of, or relating to, any alleged material violation by Licensee of an Applicable Law in which Licensee's use of the Licensed Application is or may become relevant. Upon receipt of such notice, Fannie Mae may conduct an audit of Licensee's books and records, or such other inquiry as it may determine reasonable in the circumstances, regarding such alleged violation, and Licensee must reasonably cooperate in regard to such audit or inquiry.

15. Privacy. Licensee privacy statements, policies and practices relating to the Licensed Application must not conflict with the Section of the Master Terms entitled "Rights in Data," or any privacy statement included in the Licensed Application. Fannie Mae will not be responsible for monitoring or reviewing Licensee's privacy statement(s), or assisting in their development, and will not be bound thereby.

16. DU for Government Loans. The Licensed Application contains certain functionality designed to assist Licensee in evaluating a loan's eligibility for guaranty by the VA or insuring by FHA (the VA and FHA each being referred to in the singular as the "Agency" and together as the "Agencies"). In addition to the terms in the Master Terms and this Schedule, the following terms and conditions apply with respect to the components of the Licensed Application used to assist lenders in their underwriting of government loans ("**Desktop Underwriter for Government Loans**"):

- a. Warranties Related to Government Loans. Licensee represents and warrants that to the extent required by the Agency, Licensee is authorized to originate VA guaranteed or FHA insured housing loans (as applicable). Licensee shall comply with all policies and requirements set forth by the authorizing Agency. In addition, Licensee agrees. represents and warrants that it will
  - i. comply with all applicable laws and regulations in its use of Desktop Underwriter for Government Loans and any output of Desktop Underwriter for Government Loans,
  - ii. provide to each applicant to whom it determines not to extend credit an adverse action notice in accordance with the requirements of ECOA,
  - iii. rely upon its own counsel to ensure compliance with ECOA, the Fair Housing Act and other Applicable Laws, and
  - iv. obtain each borrower's written consent to obtain credit reports in accordance with the requirements of the FCRA and, where legally required, any other information required by Desktop Underwriter for Government Loans.
  
- b. Suspension or Termination; Authorizing Agencies. Licensee agrees that
  - i. notwithstanding any provision to the contrary in the Agreement, Fannie Mae has the right to immediately limit, suspend or terminate Licensee's license to access and use Desktop Underwriter for Government Loans upon Fannie Mae or an Agency's determination that
    - (1) Licensee is unacceptable as a licensee of Desktop Underwriter for Government Loans or
    - (2) is not complying with the guidelines for the use of Desktop Underwriter for Government Loans, and Fannie Mae has no liability to Licensee or otherwise for any such action,
  - ii. Licensee must provide, in a timely manner, such information requested by an authorizing Agency from time to time for quality control, monitoring, risk management or other purposes, in the form and format specified by Fannie Mae or the authorizing Agency. In addition, notwithstanding any provisions to the contrary in the Agreement, Licensee hereby authorizes Fannie Mae to

- (1) provide to the Agencies loan data, reports and other information (including loan level and summary information and information for evaluation, quality control or monitoring purposes) required or requested by the applicable Agency with respect to applications or loans processed through Desktop Underwriter for Government Loans, and
- (2) provide the applicable Agency with periodic reports regarding its status as a licensee of Desktop Underwriter for Government Loans.

17. Limited Contractual Compliance Warranty; Termination of Sponsoring Lender Relationship. Licensee represents and warrants that it will abide by those terms and conditions of any contractual relationship to which it is a party with a Sponsoring Lender which bear on or are affected by Licensee's use of the Licensed Application. A breach of any such agreement between Licensee and a Sponsoring Lender which arises from and is directly related to Licensee's use of the Licensed Application will result in a breach of the warranty set forth in this Section. Licensee agrees that if a Sponsoring Lender advises Fannie Mae of its desire that Licensee no longer have access to Sponsoring Lender's products and other information via the Licensed Application, Licensee agrees that Fannie Mae will be authorized to deny Licensee access to such Sponsoring Lender's products and information via the Licensed Application.

18. Support; No Duty to Monitor. Fannie Mae will make online resources such as job aids, quick steps and recorded presentations relating to the use of the Licensed Application available to Licensee. Licensee acknowledges and agrees that Licensee, and not Fannie Mae, is responsible for responding to comments and questions from Customers relating to the Licensed Application. Fannie Mae has no obligation with respect to the activity of Authorized Users relating to the Licensed Application, including any obligation to remove, screen, police, edit or monitor any data or other material generated by Licensee's employees, agents, contractors, representatives, customers or affiliates.

19. Termination for Convenience. Notwithstanding the terms of the Section of the Master Terms entitled "Termination," either party may terminate this Schedule or the entire Agreement at any time, for any reason, upon 30 days' prior written notice to the other.

20. Suspension or Termination for Cause. In addition to, and not in limitation of, Fannie Mae's rights under the Master Terms Section entitled "Termination," Fannie Mae reserves the right to immediately without notice, at any time and in its sole discretion suspend or terminate (a) this Schedule or (b) Licensee's access to the Licensed Application if:

- a. Licensee violates the terms of the Section of this Schedule entitled "Features Pertaining to the Subject Property" or any section of the Selling Guide pertaining to the use of Desktop Underwriter in relation to one or more properties;
- b. Licensee is found by Fannie Mae to be in breach of its Limited Contractual Compliance Warranty, as set forth in this Schedule;

- c. Fannie Mae determines that Licensee's access to the Licensed Application may result in harm or potential harm to Fannie Mae or the market in general or its efforts to market the Licensed Application

and Fannie Mae will have no liability to Licensee or otherwise for any such action.

21. Bulletins. Licensee acknowledges that, contrary to the terms of the Section of the Master Terms entitled "Issued Bulletins; Amendments" regarding notification, bulletins directed to Licensee amending this Schedule or the Master Terms will not be issued to a Corporate Administrator of Licensee but will, instead, be posted to the applicable Fannie Mae webpage and emailed to Licensed Application users. Licensee understands that monitoring the Fannie Mae webpage applicable to the Licensed Application may be necessary to receive timely notice of a Bulletin amending this Schedule or the Master Terms.
22. Indemnification. Licensee's obligation to indemnify Fannie Mae as established in the Master Terms include indemnification in the event of any breach of Sections 4-7, 9 or 13-17 of this Schedule.
23. Survival. In addition to the provisions referred to in the Section of the Master Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including Sections 5, 6, 9-12, 14-18 and 22 of this Schedule, will survive any termination of this Schedule or the Agreement.