Fannie Mae

Software License Agreement for Condo Status Finder

Last Updated: July 1, 2025

These terms and conditions constitute the Software License Agreement (this "**Agreement**") between You and Fannie Mae with respect to the application known as Condo Status Finder (the "**Licensed Application**").

1. Applicable Terms. Your access to and use of the Licensed Application and Fannie Mae Content are subject to the terms and conditions set forth in this Agreement. In addition to the terms of this Agreement, Your use of the Licensed Application and Fannie Mae Content are subject to Fannie Mae's Privacy Policy and the terms and conditions governing the use of fanniemae.com. If there is a direct conflict between the terms of this Agreement and the fanniemae.com terms and conditions, this Agreement will control; however, the fact that a provision appears in the fanniemae.com terms and conditions but not in this Agreement or in this Agreement but not in the fanniemae.com terms and conditions will not be deemed grounds for finding a conflict for purposes of this paragraph.

2. Acceptance. By checking the "I Agree" box or similar execution functionality on the registration page or by accessing or using the Licensed Application and Fannie Mae Content, You are agreeing to be bound by this Agreement on your behalf and also on behalf of a company or entity that employs you or on whose behalf you are acting. All references to "You" or "Your" refer to you and that company or entity.

3. Definitions. The following definitions apply to this Agreement:

   "Authorized Advisor" means an individual, or an owner or an employee of a company, that is actively providing professional services to the HOA, its property manager, board or board members, or another Authorized Advisor of that HOA, and to whom the HOA has given its written permission to access and use the application on behalf of the HOA. Such professional services may include accounting, legal, financial, or insurance services, or other similar services.

   "Authorized Representative" means a board member of the HOA, property manager of the HOA, or Authorized Advisor.

   "Confidential Information" means documentation or information of a confidential, proprietary, or trade secret nature disclosed by or on behalf of Fannie Mae that a reasonable person would recognize as such, or that is specifically designated as confidential, and any compilation or summary of this information. Confidential Information includes nonpublic personal information, the Licensed Application and Fannie Mae Content.

   "Fannie Mae Content" means data and information in any format, including written, numeric, machine-readable and visual representations that is accessible via the Licensed Application. Fannie Mae Content includes screen output, reports and other data produced by the Licensed Application, whether in printed form or otherwise.

   "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.

   "Homeowners' Association" or "HOA" means an entity formed to manage the day-to-day operation and long-term interests of a Project, including a homeowners' association, a condominium owners' association, a common interest community association, a cooperative corporation, and other similar entities.

"Losses" means losses, damages, penalties, settlements, liabilities, judgments, claims, counterclaims, defenses, actions, costs, expenses, and fees (including attorney's fees and other legal fees).

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

"Project" means a condominium or cooperative project.

4. License. Subject to the terms and conditions of this Agreement and Your compliance with it, Fannie Mae grants You a non-exclusive, non-transferable, non-sublicensable, non-assignable, revocable, limited license under Fannie Mae's intellectual property rights to access and use the Licensed Application and Fannie Mae Content solely for their intended use as set forth in this Agreement. Your license to access and use the Licensed Application and Fannie Mae Content is contingent upon and begins with Fannie Mae providing You with access to the Licensed Application.

5. Registration. As a condition to accessing and using the License Application, you must register and create a profile using an email address and password ("**User ID**"). Alternatively, you may use a previous User ID to access and use the Licensed Application provided that such previous User ID contains accurate, complete and updated information about You. The registration process also requires that You provide additional details regarding Your identity, contact information and role in the HOA that must establish You as an Authorized Representative. At all times during the registration process, You must provide accurate, complete, and updated information. Failure to do so constitutes a breach of this Agreement. Your User ID is non-transferable and non-assignable. You must monitor and maintain the security, confidentiality and proper use of Your User ID, and You are solely responsible for all activities that occur through the use of such User ID, whether or not the activities were authorized by You.

6. Prohibitions on Use. You may not, and You may not facilitate or enable others to:

(a) Use the Licensed Application in a manner other than as authorized or intended, that exceeds or circumvents rate or other limits (without obtaining Fannie Mae's prior written consent) or is otherwise excessive, abusive, or disruptive;

(b) Use the Licensed Application to upload, distribute or otherwise specify any personally identifiable or proprietary information of any individual or other third party except as provided for in the registration process described in Section 5 of this Agreement;

(c) Interfere with, disrupt, abuse, damage, or access in an unauthorized manner the Licensed Application or any Fannie Mae system;

(d) Make any statements that purport to be or might reasonably be construed to be made on behalf of Fannie Mae;

(e) Misrepresent the source or ownership of Fannie Mae Content returned from the Licensed Application or misrepresent or mask Your identity when using the Licensed Application;

(f) Reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Licensed Application's source code;

(g) Use any robot, spider, site search or other device to scrape, retrieve or index Fannie Mae Content or services provided by Fannie Mae;

(h) Collect or use Fannie Mae Content for any illegal or unauthorized purpose;

(i) Use software that contains, transmits, or distributes any malware or other computer programming of a destructive, detrimental, or surreptitious nature that may damage, interfere with, intercept, expropriate or permit unauthorized access to the Licensed Application, any Fannie Mae system, or Fannie Mae Content;

(j) Use the Licensed Application or Fannie Mae Content with the intent to design, build, promote or augment any service competitive to the Licensed Application or other Fannie Mae application;

(k) Use or access the Licensed Application in any way which may undermine Fannie Mae's business interests; or

(l) Modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Licensed Application or Fannie Mae Content.

7. Restrictions on Use. Your right to access and use the Licensed Application is conditioned upon Your compliance with the following:

(a) You may access and use the Licensed Application and Fannie Mae Content only to (i) check if Fannie Mae is aware of any physical, financial or operational condition with the Project of which you are an Authorized Representative that does not meet Fannie Mae's requirements; and (ii) share the search results contained within the Fannie Mae Content as permitted under this Agreement;

(b) You may not use the Licensed Application and Fannie Mae Content to claim submission of the Project to Fannie Mae or approval by any mortgage lender;

(c) You may not rely on the Licensed Application or Fannie Mae Content to represent the full and most up to date list of conditions that may exist with the Property. The Licensed Application and Fannie Mae Content are provided for information only as to Fannie Mae's awareness of any conditions with the Project that may not meet Fannie Mae's requirements. It is not a substitute for professional inspection, advice or remediation; and

(d) You may not market or sell Fannie Mae Content.

8. Acknowledgments. You acknowledge and agree that:

(a) You are responsible for the accuracy and completeness of all data You submit to the Licensed Application, and the search results contained within the Fannie Mae Content are dependent upon on the quality of such inputs. Fannie Mae does not have any obligation to authenticate the source of, or verify the accuracy of, any such data;

(b) No personally identifiable information (PII) will be submitted to the Licensed Application except as provided for in the registration process described in Section 5 of this Agreement;

(c) The Fannie Mae Content may include a Project status as to Fannie Mae's awareness of any physical, financial or operational condition with the Project that does not meet Fannie Mae's requirements, and such Project status can change at any time if there are updates to any of the conditions or changes to Fannie Mae's requirements;

(d) The search results contained within the Fannie Mae Content do not constitute a commitment or approval by Fannie Mae to purchase any loan and cannot be used as evidence that the Project meets all Fannie Mae requirements;

(e) The Licensed Application will not retrieve a "Consumer Report" of any kind, as defined in the FCRA, including a residential mortgage credit report, or an "in-file" credit report; and

(f) Any Fannie Mae Content 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.

9. Rights in Data. You agree that Fannie Mae, its agents, and contractors may use, reproduce, distribute, and retain all data, materials, and records submitted to, or received or generated by Fannie Mae in connection with Your access to and use of the Licensed Application for any purpose and without notice or compensation to You, including monitoring and performance of the Licensed Application, enforcement of Fannie Mae's rights, fraud prevention, information security, auditing, supporting and improving the Licensed Application or Fannie Mae Content, providing reports to You and third parties, analysis, providing data and services in compliance with applicable laws, and modeling, analytics, and auditing.

10. Third Party Data Sharing Consent. As part of your access to and use of the Licensed Application, You consent to the transfer and sharing of certain data, including Your personal data, to Fannie Mae's designated third-party identity provider, Ping Identity, for the purposes of identity and access management requirements. This includes your name, email address and any other information necessary for single sign-on identity and access capabilities including agreement acceptance. You acknowledge that Ping Identity may process your personal data in accordance with its own privacy policy. This consent to data sharing with Ping Identity is a condition of using the Licensed Application. Notwithstanding this data sharing, the terms of this Agreement, including the disclaimer, limits on liability and indemnification, apply to your access and use of the Licensed Application and Fannie Mae Content.

11. Unauthorized Representations; Sharing of Project status. Solely to the extent necessary to (i) address any conditions with the Project or (ii) assist a homeowner or potential homeowner with the purchase or refinancing of any unit in the Project, You may share the status of Your Project generated by the Licensed Application with another Authorized Representative affiliated with the Project, homeowners and potential homeowners of any unit in the Project, and other providers the HOA engages for the Project (including counsel, engineers, accountants, architects), provided, that:

(a) such Project status is shared only to persons who need to know such information;

(b) such Project status is shared in its entirety and in a manner that makes the information understandable and meaningful to the recipient; and

(c) if the Project status is shared with any party referenced in this Section 11 and contain any reference to Fannie Mae, You clearly and conspicuously inform the party in writing that any Project status 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, nor should any Project status be interpreted as an indicator that a Mortgage Loan Application is likely to be approved or denied.

Unless otherwise required by law or as expressly consented to by Fannie Mae in writing, no other sharing of Project status generated by the Licensed Application is permitted.

12. Third-Party Access. You may not designate any agents or other third parties to access or use the Licensed Application on Your behalf without the express written permission of Fannie Mae, which may be withheld by Fannie Mae in its sole discretion. Additionally, except as otherwise expressly provided in this Agreement, You may not disclose, aggregate, or distribute findings, messages, reports or other data produced by the Licensed Application to any third parties except as otherwise expressly provided in this Agreement. You assume full responsibility for the consequences of such disclosure in violation of the prohibitions set forth in this section.

13. Costs. You are solely responsible for all costs and expenses associated with Your use of the Licensed Application and Fannie Mae Content.

14. Support. Nothing in this Agreement or elsewhere should be construed to require Fannie Mae to provide support services or updates, upgrades, bug fixes or modifications to the Licensed Application.

15. Confidentiality. You agree that the Licensed Application and Fannie Mae Content are proprietary information that constitutes Confidential Information under the Agreement, and You will treat them as strictly confidential. You must not release or disclose or permit the release or disclosure of such Confidential Information at any time except as: (i) allowed for by Section 11 of this Agreement; (ii) expressly required or consented to by Fannie Mae in writing; or (iii) required by law, a court or administrative agency of competent jurisdiction.

16. Compliance with Laws/Privacy. You must comply with all applicable federal, state, and local laws, regulations, and third-party rights, including without limitation laws regarding privacy. You must not use the Licensed Application to encourage or promote illegal activity or violation of third-party rights.

17. REPRESENTATIONS AND WARRANTIES. You warrant and represent that (a) You are an Authorized Representative of the Project; (b) You have consent of the HOA and all other necessary rights to provide all data You submit to the Licensed Application and request the information you are seeking from the Licensed Application; and (c) any materials and data You provide to the Licensed Application are true, complete and accurate and does not and will not violate, misappropriate or infringe the intellectual property rights of any person or entity.

18. Indemnification. Unless prohibited by applicable law, You will indemnify and hold harmless Fannie Mae, its affiliates, partners, successors, assigns and employees, officers, directors, agents, contractors and representatives from and against all Losses that arise from or is in connection to any third-party claim relating to (a) Your access to and use of Licensed Application and Fannie Mae Content, whether or not the activities were authorized by You, (b) Your breach of this Agreement, (c) any software, information or data

submitted to Fannie Mae technology using the Licensed Application, and (d) any defamatory or illegal material, or material that violates any right of a third party, that is transmitted to Fannie Mae systems using the Licensed Application. You must not settle any such suit or claim without Fannie Mae's prior written consent if such settlement would be adverse to Fannie Mae's interest.

19. Amendment. You acknowledge and agree that Fannie Mae may, with or without prior written notice, modify, delete, or amend this Agreement from time to time. Any use of the Licensed Application following such modifications, deletions or amendments will be deemed to be Your acceptance of the modifications, deletions, or amendments to this Agreement.

20. Term and Termination. This Agreement is effective on the date You indicate acceptance of these terms and conditions and remains in full force and effect until You no longer have access to the Licensed Application, except for the provisions that survive termination such as Confidentiality and Indemnification. Either Fannie Mae or You may immediately terminate the Agreement for any or no reason. Fannie Mae's termination may be accomplished by terminating Your access with or without notice to You. Your termination may be accomplished by terminating use of the Licensed Application.

21. No Waiver. The waiver by Fannie Mae of a specific breach or default will not constitute the waiver of any subsequent breach or default.

22. Extraterritorial Use. You may not access or use the Licensed Application or any Fannie Mae Content outside of the United States and its territories unless expressly permitted in writing by Fannie Mae.

23. Severability. If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement will remain in full force and effect.

24. Governing Law/Jurisdiction/Waiver of Jury Trial. This Agreement is governed by and construed solely and exclusively in accordance with the laws of New York, without reference to or application of its conflicts of law principles. All disputes between You and Fannie Mae that cannot be settled by mutual agreement must be resolved solely and exclusively in the courts located within New York, and You hereby consent to the jurisdiction of such courts and irrevocably waives any objections thereto, including on the basis of improper venue or forum non conveniens.

EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT.

25. Independent Contractors/Third Party Beneficiaries. Fannie Mae and You are independent contractors and nothing in this Agreement creates a partnership, agency, joint venture, or employer-employee relationship between us. There are no third-party beneficiaries to this Agreement.

26. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between You and Fannie Mae regarding its subject matter and supersedes all prior or contemporaneous communications, proposals, or agreements, oral or written, relating to that subject matter.

27. Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement will survive and continue in full force and effect after said termination or expiration.