Consolidated Technology Guide

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Preface

Amendments to the Guide

Fannie Mae may at any time alter or waive any of the requirements of this *Consolidated Technology Guide (the "**Technology Guide**")*, impose other additional requirements, or rescind or amend any and all material set forth in this *Technology Guide*. Licensee must make sure that its staff is thoroughly familiar with the content and requirements of this *Technology Guide*, as it now exists and as it may be changed from time to time.

Notification of Changes and Updates

Fannie Mae notifies Licensees of changes and updates to the *Technology Guide* via bulletins described below in Section 13, General Provisions, "Issued Bulletins; Amendments" in the General Terms and Conditions.

Contents of the Technology Guide

The *Technology Guide* contains the current terms and conditions that apply to each of Fannie Mae's Licensed Applications, including APIs.

Technical Issues

In the event of technical difficulties or system failures with Fannie Mae's website, or with delivery of bulletins, users may use the "Contact Us" link on the website to ask questions or obtain more information.

When Questions Arise

Questions about the *Technology Guide* can be emailed to: legal_techlicensing@fanniemae.com.

Headings

The headings contained in this Technology Guide are for convenience and reference purposes only and will not affect the meaning or interpretation of this Technology Guide.

Software Subscription Agreement

Part A: General Terms and Conditions

1. Introduction

The Software Subscription Agreement (the "**SSA**") is made up of the Software Subscription License, these General Terms and Conditions (the "**General Terms**"), Appendix A and all applicable Schedules, all as amended, restated, or supplemented. The General Terms are applicable to all Licensees of the SSA.

2. Definitions

Definitions	
Capitalized Term	**Definition**
API	A Fannie Mae Application Programming Interface.
Authentication Credential	Any data (such as a PIN, digital certificate or password) or device (such as a smart card or other security token that is used by Fannie Mae to authenticate the identity or authority of an individual or system.
Authorized User	Any employee or other Related Party, or system, that has been issued an active Authentication Credential by Licensee, or by Fannie Mae on Licensee's behalf, to use the Licensed Application. If Licensee is not a SF Lender or MF Lender, Licensee may only issue Authentication Credentials to Licensee's employees.
Confidential Information	For Licensees that are SF Lenders, this term has the meaning given to such term in the *Selling Guide*. For all other Licensees, this term has the meaning given in Appendix A.
Corporate Administrator	An individual empowered by Licensee to legally bind Licensee, including an individual identified by Licensee as its "Corporate Administrator" for Technology Manager.
Cybersecurity or Data Breach Incident (collectively "Cybersecurity Incident")	Any of the following related to Confidential Information: • loss of; • accidental or unauthorized acquisition, use, modification, disclosure, deletion, or destruction of; • accidental or unauthorized access to; • circumvention, disabling, or deactivation of security measures protecting; or • occurrence affecting the confidentiality, integrity, or availability of Examples include one or more of the following occurring at the Licensee or its Related Parties: • ransomware; • denial of service attack which may affect the delivery of the services to Fannie Mae; • business e-mail compromise (BEC); and • Vulnerabilities that may affect the delivery of services or loans to or for Fannie Mae.
Fannie Mae Data	All data, materials, and records (including data and materials compiled from records) representing, related to, associated with, or based on loans sold to Fannie Mae, serviced for Fannie Mae, or in which Fannie Mae has an ownership right or interest. Fannie Mae Data also includes Fannie Mae Output.

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Licensed Application	• The software, database, or mobile application, or any API, identified in a Schedule as the "Licensed Application," or that Fannie Mae distributes or makes available to Licensee for its access and use as part of the Licensed Materials, even if not specifically identified in a Schedule as a Licensed Application, including associated internet user interfaces and mobile versions of the Licensed Application, if any, and any test environment (e.g., Common Lender Validation Environment (CLVE)); • Any Third-Party Licensor software, databases, mobile applications or other technology that Fannie Mae distributes or makes available to Licensee for its access and use (e.g., Mortgage Insurance Claims Portal (MICP), Default Management Reporting System (DMRS), Inquiry Response Tool (IRT), Box, etc.) as part of the Licensed Materials, even if not specifically identified in a Schedule as a Licensed Application; and • Components and structures and any modifications, updates, and releases to any of the foregoing.
Licensed Materials	The Licensed Application and associated technical and user documentation that Fannie Mae makes available to Licensee.
Licensee	The party identified as "Licensee" on the SSA, including on the General Terms and/or relevant Schedule in any online registration tool.
Losses	For SF Lenders, this term has the meaning given such term in the *Selling Guide*. For all other licensees, this term has the meaning given in Appendix A.
Marks	Fannie Mae's registered or unregistered trade names, trademarks, logos and service marks.
Multifamily (MF) Guide	The *Fannie Mae Multifamily Selling and Servicing Guide*, as amended, restated, supplement or otherwise modified from time to time.
MF Lender(s)	Any Licensee that is a "Lender" as defined in the MF Guide.
Performance Incident	Any error or defect in the Licensed Materials that results in a Licensed Application failing to perform substantially in accordance with its technical and user documentation.
Related Parties	A party's affiliates, partners, officers, employees, directors, agents, and contractors.
Schedule	Any supplement to the General Terms that is (a) specific to one or more Licensed Applications or services and (b) incorporated into the General Terms. The term "Schedule" includes any addendum to the Schedule.
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SF Lender(s)	Any Licensee that is approved to sell single-family loans to Fannie Mae, or service single-family loans for Fannie Mae, pursuant to the Lender Contract (as defined in the *Selling Guide*).
Supplement	*Fannie Mae Information Security and Business Resiliency Supplement,* as amended, restated, supplemented or otherwise modified from time to time.
Third-Party Application	Any product, service, system, application, internet site, or data that is input into or integrated or interfaced with the Licensed Application and owned or operated by a Third-Party Provider.

Third-Party Licensor	Any third party that licenses or otherwise conveys to Fannie Mae the right to use, distribute, or make available any part of the Licensed Materials.
Third-Party Provider	Any third party that provides business, technology, data, or other products or services.

3. *Grant of Rights and Imposition of Restrictions and Obligations*

The table below describes rights granted to, and restrictions and obligations imposed on, Licensee.

Grant of Rights and Imposition of Obligations	
Topic	**Description**
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Right to Copy Documentation	Licensee may copy the documentation (other than the documentation of Third-Party Licensors) to the extent necessary to exercise the license.
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Grant of Rights and Imposition of Obligations	
	loan(s) it does not own or whose loan(s) it does not currently service for Fannie Mae until AFTER receiving the consumer's prior consent to access such data. • Licensee and its Authorized Users may only access and use a Fannie Mae test environment for evaluation and testing purposes. Licensee must not use production data in connection with the test environment unless expressly permitted in writing by Fannie Mae. Licensee is solely responsible for data entered into the test environment. Fannie Mae may modify, suspend or terminate access to a test environment at any time without notice and without liability to Fannie Mae.
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Training Requirements	Licensee must comply with all training requirements prescribed by Fannie Mae in connection with Licensee's access to or use of the Licensed Materials or any data contained in, or generated by, the Licensed Application.
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Grant of Rights and Imposition of Obligations	
	• Trade name and trademarks • Assignment • Governing law • Severability If Licensee is not a SF Lender or MF Lender, it must comply with all terms in Appendix A. If Licensee is a MF Lender, it must comply with all terms in Appendix A except the Cybersecurity Incident provisions. A MF Lender's Cybersecurity Incident provisions are contained in the *Supplement*).
Compliance with *Supplement*	SF Lenders and MF Lenders must comply with the requirements set forth in the *Supplement*, including: • Access Management • Audit and Accountability • Physical and Environmental Controls • Cyber Incident Management and Response • Data Protection and System Security • Cybersecurity Incident Management In the event of a conflict between the SSA and the *Supplement*, the terms of the *Supplement* will take precedence over the conflicting term or condition in the SSA. The SSA and the *Supplement* are intended to complement each other to the extent possible with respect to the subject matter of the *Supplement*.

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4.2. **Protection.** Licensee must take all reasonable measures requested by Fannie Mae to protect the Licensed Materials from any unauthorized disclosure, access, or use.

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5.2. **Third-Party Applications and Providers.** Licensee may gain access to information or functionality through a Third-Party Application, and the Licensed Application may enable transactions between Licensee and a Third-Party Provider.

✓	Licensee agrees that:
	• Fannie Mae makes no representations or warranties relating to Third-Party Providers, Third-Party Applications, or any other product, service, internet site, or other functionality provided by Third-Party Providers; • Neither Fannie Mae nor any Third-Party Provider may enter into any agreement or incur any obligation or liability on behalf of the other;

✓	Licensee agrees that:
	• Fannie Mae is not bound by any agreement between Licensee and any Third-Party Provider (to which Fannie Mae is not also a party); • The liability limitations, protections, and rights given to Fannie Mae, and the restrictions and responsibilities imposed upon Licensee, under the SSA relating to Licensee's access to or participation in Third-Party Provider sites, systems, or services will apply to the relevant Third-Party Provider(s) and Licensee to the fullest extent practicable under the circumstances; • Fannie Mae is not affiliated with and does not endorse any Third-Party Application or Third-Party Provider, nor does Fannie Mae investigate, verify, or monitor any Third-Party Application or Third-Party Provider; and • Access to any Third-Party Application is at Licensee's risk, and Licensee understands that linked internet sites may have information, practices, terms, and policies that are different from Fannie Mae's. Fannie Mae is not responsible for such information, practices, terms and policies, or Licensee's use of or inability to use Third-Party Applications and specifically disclaims any liability for any of them.

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5.4.2. **Special Requirements for Authentication Credentials Used by Licensee Systems.** If Licensee implements an Authentication Credential that enables a Licensee system or Third-Party Application to act as an Authorized User (an "**Authorized System**"), Licensee must implement the Authorized System such that the identity, date, time, and nature of any individual's access to the Licensed Application through the Authorized System can be accurately identified to Fannie Mae.

5.5. Performance Incident Reporting. Promptly upon becoming aware of a Performance Incident, Licensee must report it to Fannie Mae, provide supporting information as necessary to enable Fannie Mae to confirm the Performance Incident and determine its root cause and collaborate with Fannie Mae in the containment and any remediation of such Performance Incident.

5.6. Audit Rights. Fannie Mae may audit Licensee's use of the Licensed Materials upon reasonable notice to Licensee. Licensee must promptly produce requested materials, records and information to Fannie Mae as reasonably required to audit Licensee's compliance with the SSA. Also, Licensee must allow Fannie Mae or its representatives access to Licensee's systems, facilities, books, and records as reasonably required to audit Licensee's compliance with the SSA.

5.7. Integration Interfaces and APIs. Licensee may develop and use an integration interface ("**Integration Interface**") or use an API to which it has been given access, to transfer data between mortgage-related software owned or licensed by Licensee ("**Licensee's Software**") and one or more Fannie Mae applications, as permitted by Fannie Mae. Use of an Integration Interface or API to transfer data between Licensee's Software and one or more Fannie Mae applications is governed by the terms and conditions of the SSA, including all Schedules relevant to the application(s). Unless otherwise expressly specified or made publicly available, all specifications, data standards and other documentation related to integration of Fannie Mae applications and to APIs are the Confidential Information of Fannie Mae.

5.7.1. Integration Interfaces. Licensee must develop, use, and maintain all Integration Interfaces in compliance with applicable specifications and compatible with the most current version of the Fannie Mae application. Licensee must not transfer data via an Integration Interface if the Integration Interface is out of compliance for more than 120 days. Licensee must make available to Fannie Mae qualified personnel to promptly respond to technical questions pertaining to its Integration Interfaces.

5.7.2. APIs. Licensee must keep Licensee's Software that is accessing a Fannie Mae API current with, at a minimum, the previous version of the API. Fannie Mae is under no obligation to make data or services available via an API.

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Terms Pertaining to Integration Interfaces and APIs	
✓	**Licensee is solely responsible for:**
	• the accuracy, technical sufficiency, and functionality of its Integration Interfaces, • all costs associated with its Integration Interfaces, its use of APIs, and Licensee's Software, • Losses incurred by Fannie Mae and arising out of any malware, malicious cyber activity, or cyber attack affecting Licensee's Integration Interface, and • Losses incurred by Fannie Mae and arising out of any malware, malicious cyber activity, or cyber attack affecting an API to the extent resulting from or attributable to the use of the API by Licensee, its Authorized Users, its Related Parties, or any other entities accessing the API through Licensee's Integration Interface or through Authentication Credentials issued by Licensee.
✓	**Fannie Mae may:**
	• modify any API or the specifications, rate limits, benefits, or features provided in connection with Licensee's use of an Integration Interface or API at any time without notice. Modifications may affect Licensee's use of the Integration Interface or API and may require Licensee to make changes to Licensee's Software at its own cost to continue to interface with the interfaced Fannie Mae application, • suspend or terminate access to an API or by an Integration Interface without notice if Fannie Mae reasonably believes Licensee is in violation of this SSA, • monitor Licensee's Software or activities relating to Licensee's use of an Integration Interface or API. Licensee will provide Fannie Mae reasonable access to use Licensee's Software for the purpose of monitoring or auditing use of the Integration Interface or API, and • use data and information related to Licensee's use of one or more APIs for any business purpose, including without limitation developing enhancements to the Licensed Materials.

5.8. **Recordkeeping.** Licensee may be required to maintain records of certain data pursuant to state or federal laws and regulations. Licensee is solely responsible for fulfilling such obligations. Fannie Mae is not responsible for maintaining or providing any data or reports for Licensee.

5.9. **Data Submission.** Licensee is responsible for the accuracy and completeness of all data it submits to a Licensed Application, and Fannie Mae does not have any obligation to authenticate the source of, or verify the accuracy of, any such data. Licensee is solely responsible for the back-up and restoration of its data and other materials. Licensee represents and warrants that it and its Authorized Users have the necessary rights to submit any data to the Licensed Application and to grant to Fannie Mae the rights to that data as contemplated under this SSA. Licensee further represents and warrants that the submission of such data under this SSA does not violate any laws, regulations or third-party rights, including intellectual property, privacy or data protection rights.

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5.11. Right to Modify the Licensed Materials. Fannie Mae reserves the right, without any liability to Licensee, to (a) modify any Licensed Materials or substitute any materials contained in the Licensed Materials without materially degrading the functionality of the Licensed Application, and (b) discontinue support of any Licensed Materials.

6. *System and Data Security*

Licensee's Obligations Related to System and Data Security	
✓	**Licensee must:**
Comply with policies	• comply with all security policies and procedures reasonably required by Fannie Mae related to the access and use of any data or Licensed Materials;
Implement industry standard measures	• implement appropriate measures meeting or exceeding industry standards to ensure the security, integrity, and confidentiality of transmissions to and from Fannie Mae's systems, including: ○ encryption of data in transit and at rest, ○ installation of anti-virus software or utilizing endpoint detection and response tools with an anti-virus component, ○ a written patch management program, ○ disaster recovery and back-up procedures, ○ preventive controls and intrusion detection designed to identify potential threats and security compromises, ○ procedures to prevent disclosure of data and other materials to a party other than the intended recipient, and ○ methods for securely disposing of or destroying Confidential Information • maintain a data loss prevention/transmission protection process including data loss prevention controls and corresponding management process to identify Confidential Information stored on media and outgoing transmissions over public communication • provide the same level of protection for the Licensed Materials and all data obtained from Fannie Mae's systems that Licensee provides for its own materials and data of a similar nature but no less than an industry standard level; • collaborate with Fannie Mae in assessing the sufficiency of these measures and Licensee's information security program, upon Fannie Mae's reasonable request;
Not Use Data or Information for Any Unauthorized Purpose	• not use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services or data provided by Fannie Mae, or to collect or use information about borrowers for any unauthorized purpose; and
Not transmit malicious code	• not transmit to Fannie Mae's systems, through an API or otherwise, any materials that contain bugs, viruses, worms or other functions, routines, devices, or instructions which may create any unauthorized access or damage to, or interruption in the functioning of, the Licensed Application or Fannie Mae's systems.

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Fannie Mae may also, in its sole discretion, immediately take one or more of the following actions if Fannie Mae receives information about or otherwise believes there is a risk of a Cybersecurity Incident or of malicious cyber activity, cyberattack, or transmission of malware or code, computer software, or other computer programming of a destructive, detrimental or surreptitious nature that may damage, interfere with, intercept, expropriate or permit unauthorized access to an Integration Interface, API, any Fannie Mae system or one or more Licensed Applications:

- suspend Integration Interfaces and APIs between Licensee's Software and one or more Licensed Applications,
- deactivate Licensee's access to one or more Licensed Applications,
- block e-mail access to Fannie Mae email domains, or
- implement a forced password reset for Authorized Users with access to Fannie Mae systems.

Upon Licensee satisfying any conditions imposed by Fannie Mae and providing to Fannie Mae assurances or an attestation acceptable to Fannie Mae in its sole discretion, Fannie Mae may restore access and integration to Fannie Mae systems including access to one or more Licensed Applications.

7. Support

7.1. **Fannie Mae Support.** During the hours posted on the applicable Fannie Mae internet site or otherwise provided to Licensee, Fannie Mae personnel will be available to Licensee via the Fannie Mae Technology Support Center to respond to technical questions regarding the functionality of the Licensed Application and to help Licensee identify, verify, and resolve Performance Incidents caused by the Licensed Materials.

7.2. **Consulting and Other Services.** Fannie Mae may provide certain consulting, implementation, training, installation, integration, and other services to Licensee. All such services are provided on an "as-is" basis without warranty of any kind.

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10.3. The limitations contained in this section 10 represent the parties' agreement as to the allocation of risk between them and form an essential basis of the bargain between the parties.

11. Claims of Infringement

11.1. If a third party asserts a claim against Licensee or its Related Parties alleging that their possession or use of the Licensed Materials in compliance with the SSA infringes an intellectual property right of a third party that arises or is enforceable under the laws of the United States or, if in Fannie Mae's opinion such a claim is likely to be made, Fannie Mae may at its expense (a) procure for Licensee the right to continue to access and use the Licensed Materials, (b) replace the Licensed Materials to avoid infringement, (c) modify the Licensed Materials to avoid infringement, or (d) terminate the relevant license(s) and Schedule(s) without Fannie Mae having any liability to Licensee relating to such termination. **The provisions in this section 11 are Licensee's sole and exclusive remedies and Fannie Mae's sole liabilities and obligations for any claims brought against Licensee or its Related Parties alleging intellectual property infringement.**

✓	Fannie Mae (and its Third-Party Licensors) have no obligation to the extent that any claim of infringement is based upon Licensee's:
	• access or use of the Licensed Materials in violation of the SSA, • integration, modification, or marking of the Licensed Materials, or any portion of the Licensed Materials, where, in the absence of such integration, modification, or marking, the Licensed Materials would not be infringing (unless such integration, modification, or marking has been specifically authorized in writing by Fannie Mae), • use of the Licensed Materials in combination with other software, documentation, hardware, or data, if use without such software, documentation, hardware, or data would not be infringing, • use of a superseded version of the Licensed Materials if infringement could have been avoided by the use of the current version provided by Fannie Mae, • use of the Licensed Materials in practicing any infringing process, • use of the Licensed Materials in a manner for which they were not designed, • activities after Fannie Mae has notified Licensee that Fannie Mae believes such activities may result in such infringement, • designs, specifications, or instructions, or • use of any marks, including without limitation Fannie Mae's Marks, in violation of the *Selling Guide*, where Licensee is a SF Lender, or of Appendix A, where Licensee is not.

12. Term and Termination

Term and Termination	
Topic	**Description**
Term	The SSA will remain in effect until terminated as provided in the SSA (or any applicable Schedule with respect to a Licensed Application).
Termination; Deactivation	Fannie Mae may terminate the SSA or any Schedules at any time and without cause (i) with respect to any approved seller-servicer upon 60 days' prior written notice and (ii) with respect to a party that is not an approved seller-servicer, immediately upon written notice to the other party. Any Licensee may terminate the SSA or any Schedules at any time, for any reason, upon 30 days' prior written notice to Fannie Mae. In addition, Fannie Mae may terminate the SSA or any Schedules or suspend or terminate Licensee's access to and use of one or more Licensed Applications immediately upon written notice to Licensee if: • Licensee has committed a breach of the General Terms or any Schedules or its Lender Contract (if applicable), • Licensee attempts to cause or causes a Licensed Application or Fannie Mae system to malfunction or suffer damage, • Licensee enters into any proceeding that relates to insolvency or protection of creditor's rights, • Licensee's Mortgage Selling and Servicing Contract with Fannie Mae is suspended or terminated in whole or in part, • Fannie Mae determines that it no longer has the right to provide a Third-Party Application to Licensee, • In accordance with Section 11.1 ("Claims of Infringement"), or • in accordance with Section 13 ("Issued Bulletins; Amendments"). At Fannie Mae's sole discretion, Licensee may be given the opportunity to cure a breach that Fannie Mae determines to be curable. In such case, the cure period will run for 30 days from receipt of the notice of the breach, or such time as Fannie Mae allows in the notice, provided that Licensee diligently pursues the cure throughout that period. If none of Licensee's Authorized Users access any Licensed Applications for a period of twelve (12) consecutive months, Fannie Mae may, in its sole discretion and without any notice to Licensee, place Licensee in a deactivated status and terminate the SSA or any Schedules.
Survival	Neither party will have any continuing obligations to the other upon the effective date of termination except that any provisions of the SSA that contemplate their continuing effectiveness, including "Additional Provisions" and "Unauthorized Representations" in Section 3, Sections 4, 5.2 through 5.11, 7 through 10, "Survival" and "Certain Licensee Termination Obligations" in Section 12, Section 13, and Sections A1 through A10 of Appendix A, survive any termination of the SSA or a Schedule.
Certain Licensee Termination Obligations	Upon termination of the SSA or any individual Schedule, Licensee must (a) return or destroy all copies of Confidential Information received in connection with the SSA or the terminated Schedule(s), (b) immediately cease accessing and using the applicable Licensed Materials, and (c) destroy all copies of the associated documentation delivered (or made available) by Licensee. Upon request from Fannie Mae, Licensee must have a duly authorized officer of Licensee certify Licensee's compliance with this section.
Other Remedies	Fannie Mae is entitled to pursue all remedies at law or in equity for a breach. All rights and remedies under the SSA are distinct and cumulative with respect to each other and any other right or remedy

Term and Termination	
Topic	**Description**
	available under other contracts, at law, or in equity, and may be exercised together, separately, or successively. Without limiting the prior sentence, any breach or threatened breach of the data usage restrictions or confidentiality provisions in this SSA would cause irreparable harm to Fannie Mae for which monetary damages are an inadequate remedy. In addition to all other remedies, Fannie Mae is entitled to immediate equitable relief, including injunctive relief and specific performance, to (a) require cessation of any further access to or use of Fannie Mae Data; (b) compel return or deletion of Fannie Mae Data and all derivatives; (c) require preservation and production of relevant logs, system images, and artifacts; and (d) require cooperation with reasonable forensic verification and audit to confirm compliance.

13. General Provisions

General Provisions	
Topic	**Description**
Notices	All notices must be in writing (with electronic mail or Fannie Mae postings to Fannie Mae internet sites deemed to be a “writing” for this purpose) and delivered by (a) hand, (b) a nationally recognized overnight courier (fees prepaid), (c) first-class United States registered or certified mail, return receipt requested (postage prepaid), (d) electronic mail, or (e) posting by Fannie Mae to an applicable Fannie Mae internet site. Any notice directed to Fannie Mae shall be addressed to “Fannie Mae Legal Department, Attn: Legal POC/Official Contract Notice,” at Fannie Mae, 1100 15th Street, NW, Washington, DC 20005 or to the legal_techlicensing@fanniemae.com e-mail address. Except as provided in (e) above, any notice directed to Licensee shall be addressed to a Corporate Administrator at a business address or electronic mail address provided in writing to Fannie Mae by Licensee or Licensee’s corporate headquarters. Licensee is responsible for keeping its notice information current. A Notice sent by electronic mail will be deemed received on the date sent. If the sender receives a machine-generated email message indicating that delivery has failed, the notice will be deemed received on the date originally sent by email only if the sender delivers the notice by another permitted method above within three (3) business days. A notice delivered by hand will be deemed received upon delivery, with proof of delivery. A notice sent by nationally recognized overnight courier will be deemed received on the next business day after it is sent. A notice sent by first-class United States registered or certified mail will be deemed received three business days after mailing. Notwithstanding the foregoing, notices regarding Cybersecurity Incidents must be provided in accordance with the applicable Cybersecurity Incident notification requirements under this SSA, including any applicable Supplement.
Issued Bulletins; Amendments	Fannie Mae may issue hard-copy bulletins or electronic bulletins (via electronic mail or posted to an applicable Fannie Mae internet site) amending the SSA on a prospective basis, effective on the date specified by Fannie Mae in the bulletin. Fannie Mae will issue each bulletin at least 20 calendar days before its effective date, except for bulletins granting license rights in additional licensed applications and those relating to software and other materials provided by Third-Party Licensors, which Fannie Mae may issue at any time prior to their effective date. In addition, upon suspension or termination of Licensee’s Mortgage Selling and Servicing Contract with Fannie Mae, whether in whole or in part, Fannie Mae may amend the SSA by providing written notice to Licensee, and the terms included in such notice will be effective immediately. Any decision to amend the SSA upon suspension or termination of Licensee’s Mortgage Selling and Servicing Contract is at Fannie Mae’s sole discretion.

General Provisions	
Topic	**Description**
	Licensee may reject any bulletin by providing written notice to Fannie Mae within 15 calendar days after receipt of such bulletin, or within 7 calendar days after receipt of a written notice amending Licensee's SSA, in which case Fannie Mae may terminate the SSA or any affected Schedule(s) effective as of the effective date of the bulletin or written notice. Unless Licensee provides such rejection notice within the applicable period, Licensee is deemed to have accepted such amendments, and such amendments will form part of the SSA as of the effective date of such bulletin or written notice. Licensee's continued use of any affected Licensed Application is an acknowledgment of its acceptance. Otherwise, the terms of the SSA may be amended solely by a writing executed by a duly authorized representative of each party to be bound thereby. The SSA may not be amended by any purchase order or other written instrument submitted by Licensee, whether or not formally rejected by Fannie Mae.
Entire SSA; Priority	The SSA constitutes the complete and exclusive statement of the agreement between the parties regarding the subject matter of each Schedule (or, if no Schedule has been entered into, regarding access to Fannie Mae's technology and systems), and supersedes all prior or contemporaneous communications, proposals, or agreements, oral or written, relating to the subject matter of the SSA. Without further action on the part of either party, any (a) schedules entered into pursuant to such agreement(s) are deemed to be Schedules under the SSA and (b) references in any Schedules and associated forms to "Licensed Software" are deemed to be references to "Licensed Application." If there is any conflict between a term or condition of any Schedule and the General Terms, the term or condition contained in the Schedule will take precedence over the conflicting term or condition of the General Terms, but only in connection with the Licensed Materials that are governed by that Schedule.
Jurisdiction; Waiver of Jury Trial	All disputes between the parties that cannot be settled by mutual agreement must be resolved solely and exclusively in the courts located within the state of New York, and each party hereby consents 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.**
Third-Party Beneficiaries	Applicable Third-Party Licensors are intended beneficiaries of the SSA and may rely upon and directly enforce the terms and conditions of the SSA to the extent it affects their rights or obligations. There are no other third-party beneficiaries of the SSA.
U.S. Government	If Licensee is any unit or agency of the U.S. Government, the Licensed Materials are provided as "commercial computer software" and "commercial computer software documentation," respectively, under FAR 12.212 and, accordingly, use, duplication, and disclosure of the Licensed Materials by the U.S. Government is subject to restrictions set forth in the SSA.
Foreign Users	Licensee must ensure that the Licensed Materials are not used by any national (citizen or lawful permanent resident) of "Country Group E," as that term is defined by the Export Administration Regulations, 15 C.F.R. 740 et. seq., nor may Licensee take any steps to facilitate such use.
No Implied Waiver	A failure, delay, omission, or course of dealing by any party in exercising any right or remedy under the SSA is not a waiver of that right or remedy or any other right or remedy under the SSA, at law or in equity. A single or partial exercise of any right or remedy does not prevent the party from later exercising that right or remedy or any other right or remedy under this SSA, at law or in equity. Any waiver of a right or remedy, or excused breach, must be in writing and signed by a duly authorized representative of the party granting the waiver or excuse. Any waiver by a party of a breach by the other party does not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

General Provisions	
Topic	Description
Independent Parties	The parties are independent contractors. Nothing in the SSA will be construed to make the parties partners, joint venturers, representatives, or agents of each other, nor may either party so represent to any third person. Third-Party Providers and Fannie Mae are not partners, joint venturers, representatives, or agents of each other.

If Licensee is not a SF Lender, then: (a) Appendix A is applicable and is expressly incorporated by reference, and (b) Licensee must comply with the provisions in this Part A. If Licensee is a SF Lender, then Appendix A is not applicable and does not form part of this SSA.

A1. Definitions

"**Confidential Information**" means any documentation or information that is disclosed by any party to Licensee that is specifically designated as confidential, proprietary, or trade secret information or that a reasonable person would recognize as such, including: technical specifications; product development strategy and activity; pricing and financial information; designs; unpublished patent applications; inventions; improvements; writings and other works of authorship; drawings; models; software (including source code and object code); algorithms; flow charts; and any compilation or summary of this information. Confidential Information includes nonpublic personal information (NPI) and the Licensed Materials.

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

A2. Trade Name and Trademarks

Subject to the limitations set forth below, Fannie Mae grants to Licensee a nonexclusive, royalty-free, non-assignable and non-sublicensable license to use and display the Fannie Mae Marks within the United States, its territories and possessions, solely in connection with the sale, offering for sale, advertising, and rendering of Licensee's financial services and for the purposes of making truthful, accurate, and non-misleading references to Fannie Mae or Fannie Mae's products or services. As such, Licensee may not register, use, or refer to a domain name that contains the Fannie Mae name, a Fannie Mae Mark, or any derivation of a Fannie Mae name or Mark to conduct or promote its own activities.

Terms Related to License to Use Fannie Mae Marks	
Topic	Description
Exclusions from License	This license does not apply to Fannie Mae's House-on-the-Hill logo or any other corporate logos, slogans, or tag lines used by Fannie Mae to identify itself in the marketplace. This license does not give Licensee any additional right, title, or interest in any Fannie Mae Marks.
Marks belong entirely to Fannie Mae	Licensee using Fannie Mae's Marks agrees that Fannie Mae's Marks are distinctive, famous Marks that are valid, enforceable, and belong entirely to Fannie Mae.
No endorsement by Fannie Mae	Use of the Marks by Licensee, and of the Fannie Mae name in particular, may not in any way state or imply that Fannie Mae has endorsed Licensee's products or services, nor constitute co-branded marketing by Licensee.

Terms Related to License to Use Fannie Mae Marks	
Topic	**Description**
No confusion	Licensee may not use the Marks in the promotion of its products or services in a way that is likely to cause confusion, mistake, or likely to deceive the public about the actual source or sponsor of the products or services.
Services and products to comply with applicable requirements	Licensee's right to use Fannie Mae Marks under this license is conditioned on Licensee's agreement that the nature and quality of all services that it provides, offers, or sells in connection with its use of the Marks will meet industry standards and comply with Fannie Mae's requirements. Licensee may use a Mark only in connection with the particular products or services for which Fannie Mae uses the Mark or for which Fannie Mae has registered (or applied to register) to use the particular Mark. If Licensee is not certain about the characteristics of the products or services for which the particular Mark is to be used, it should request clarification from Fannie Mae.
No right to challenge	Licensee has no right to challenge the validity or enforceability of the Marks, to sublicense the use of any the Marks, or to benefit from the value of any goodwill that might be created by Licensee's use of the Marks.
Fannie Mae's remedies	If Fannie Mae believes that Licensee's referencing of Fannie Mae Marks does not comply with the requirements in this SSA, Fannie Mae may require Licensee to immediately either comply with the SSA or discontinue use of the Marks. If appropriate, Fannie Mae may pursue equitable remedies, including specific performance or injunctive relief, to remedy Licensee's breach.
Termination	The license to use the Marks is terminated automatically when this SSA is terminated or, as applied to a Licensed Application, when Licensee's license in the Licensed Application is terminated. Fannie Mae also may terminate the license to use the Marks in connection with a default under this SSA or if there is a material breach of the Fannie Mae trademark license, even if Fannie Mae decides not to terminate this SSA in whole or in part.

A3. Confidentiality of Information; Nonpublic Personal Information; Cybersecurity Incidents and Procedures

All Confidential Information disclosed by Fannie Mae will be considered the property of Fannie Mae (or applicable third-party owner or Third-Party Licensor, as applicable).

Topic	Description
Licensee Responsibilities	Licensee must: • Take appropriate steps to ensure the security, integrity, and confidentiality of Confidential Information and must comply with all relevant applicable laws and regulations, including laws regarding data protection and borrower privacy. • Not disclose Confidential Information to third parties, without Fannie Mae's prior written approval, except on a need-to-know basis to Licensee's partners, affiliates, officers, employees, directors, contractors, counsels, agents, or representatives, provided they are subject to confidentiality obligations at least as stringent as those set forth in this Section A3. • Not use Confidential Information in any way that could be viewed as a conflict of interest, a breach of confidentiality or privacy, or the gaining of an unfair advantage from the relationship with Fannie Mae.

Topic	Description
	• Implement commercially reasonable measures meeting or exceeding industry standards to ensure the security, integrity, and confidentiality of Confidential Information, including using industry-standard encryption for data in transit and virus checking programs designed to prevent the transmission and receipt of viruses and other malicious code, implementing appropriate disaster recovery and back-up procedures, implementing appropriate procedures to prevent disclosure of data and other materials to a party other than the intended recipient, and employing methods for securely disposing or destroying such information. ○ These measures must meet, at least, the same level of protection that the Receiving Party seeks for its own information of a similar nature. ○ Licensee must collaborate with Fannie Mae in assessing the sufficiency of these measures and Licensee's information security program, upon reasonable request. • Instruct its Related Parties, representatives, successors, or assigns who may receive Confidential Information about the requirements of this Section A3 and the processes and procedures necessary to comply with them.
Restrictive Legends	• Licensee must abide by and reproduce and include any restrictive legend or proprietary rights notice that appears in or on any Confidential Information of Fannie Mae or any Third-Party Licensor (or other third-party owner) that it is authorized to reproduce. • Licensee also agrees that it will not remove, alter, cover, or distort any trademark, trade name, copyright, or other proprietary rights notices, legends, symbols or labels appearing on or in any Confidential Information of Fannie Mae or any Third-Party Licensor (or other third-party owner).
Remedies	Fannie Mae may seek immediate equitable relief to enjoin any unauthorized use or disclosure of Confidential Information, in addition to all other rights and remedies it may have at law or otherwise.
Exclusions	The obligations in this Section do not apply to information that is or becomes public through no fault of Licensee, was previously known, or is disclosed to Licensee free of any obligation to keep it confidential or is independently developed by Licensee without reference or access to the Confidential Information.
Disclosure required by applicable law	The restrictions on disclosure to a third party do not apply to the extent Licensee is required to disclose the Confidential Information by applicable law, provided that Licensee: • uses all reasonable efforts to give Fannie Mae notice at least 10 business days prior to such disclosure, and • discloses only that portion of the Confidential Information that Licensee's legal counsel determines is legally required to be furnished, and requests that the information remain confidential. This notice requirement is waived if Licensee is required by law to disclose Confidential Information in response to a request from a governmental agency, regulator, or self-regulatory authority that has authority to regulate or oversee Fannie Mae's business (including bank examiners, securities examiners, and regulators' inspector general offices), so long as Licensee formally requests that the Confidential Information be treated in confidence and exempt from Freedom of Information Act and other open records laws requests.
Cybersecurity Incident Response Requirements	• Licensee must maintain an up-to-date incident response plan that includes incident response policies, standards and procedures that:

Topic	Description
	◦ identify required resources for the plan, including the management support needed to effectuate the incident response plan; ◦ identify roles and responsibilities for incident response stakeholders; ◦ provide mobilization contact and call trees; ◦ offer severity assessment requirements; ◦ log recording steps and processes for evidence collection; and ◦ provide steps for executing incident response capabilities. • Licensee must complete, on at least an annual basis, a test of the incident response plan and capabilities and incorporate lessons learned from tests into the incident response plan.
Cooperation with Fannie Mae in Case of Cybersecurity Incident	Licensee must cooperate with Fannie Mae in the investigation and remediation of a Cybersecurity Incident. Fannie Mae may request meetings with Licensee to discuss the Cybersecurity Incident and may request additional documents and other assistance necessary to help Fannie Mae gather the information necessary to help protect Fannie Mae systems, loans and information and identify any impact to Fannie Mae resulting from the Cybersecurity Incident. To the extent not prohibited by law, Licensee must cooperate with Fannie Mae for any requests for additional documents and other assistance regarding the Cybersecurity Incident.
Cybersecurity Incident Management	If Licensee experiences a Cybersecurity Incident, or an information security professional could reasonably conclude the Licensee (or its Authorized Users) may have experienced a Cybersecurity Incident, Licensee must: • promptly investigate, correct and mitigate the Cybersecurity Incident at the Licensee's expense, including identifying any Confidential Information of Fannie Mae affected by the Cybersecurity Incident and taking measures designed to prevent the continuation and recurrence of the Cybersecurity Incident; • without undue delay and no later than 36 hours after the identification of Cybersecurity Incident, or the reasonable conclusion a Cybersecurity Incident may have occurred, and promptly thereafter as requested, provide Fannie Mae via e-mail at privacy-office@fanniemae.com (or by such other means as Fannie Mae may otherwise request) all known details of the Cybersecurity Incident, including: ◦ related internal and external investigations and technical indicators of compromise (e-mail addresses, hash values, IP addresses, malware code, indicator of compromise, etc.); ◦ all tactics, techniques, and procedures associated with the incident, details surrounding the attack methodology, timing of the incident, and whether Fannie Mae's systems or Confidential Information of Fannie Mae have been accessed or otherwise compromised; ◦ the name(s) of any third-party incident response or remediation service providers with whom Licensee is working; ◦ any law enforcement agencies that the Licensee has engaged; ◦ contact information and titles for the individual(s) leading the Cybersecurity Incident investigation within or on behalf of the Licensee; and ◦ details and information as to whether, and if so, the extent to which the Confidential Information of Fannie Mae was accessed, taken or exposed. While investigating a Cybersecurity Incident that impacts or could potentially impact the Confidential Information of Fannie Mae, Licensee must follow or be subjected to the requirements outlined above, and in addition follow the requirements below:

Topic	Description
	• inform the Fannie Mae Privacy Office via e-mail at privacy_office@fanniemae.com (or by such other verified means as Fannie Mae may otherwise request or may be required based on Cybersecurity Incident type) of the details regarding the incident, to include: the number of individuals impacted, from what jurisdictions, the company(ies) involved if there is more than one entity, description of the related NPI, and root cause; • provide timely written notice to affected borrowers, other impacted parties and any state or federal agencies or other governmental bodies in accordance with applicable privacy, data security and notification laws and regulations and maintain a copy of the notice in the individual loan file (if Licensee maintains the mortgage loan file); • request permission from Fannie Mae's Privacy Office to use Fannie Mae's name if the Licensee intends to refer to Fannie Mae in any notices sent to affected borrowers or regulatory bodies; • Promptly following a request by Fannie Mae, provide Fannie Mae and its designees all information and assistance needed to enable Fannie Mae to evaluate the need for, and to timely make, any notification it deems necessary or advisable concerning the Cybersecurity Incident; • a copy of the breach notice that the Licensee plans to send to the borrower(s) or an explanation as to why it is not sending a breach notice.
Filings by Licensee relating to Cybersecurity Incident	Notwithstanding the foregoing, if Licensee has filed a Form 8-K, Form 6-K, or other Cybersecurity Incident disclosure with the Securities and Exchange Commission, or has made any other filings with a regulatory body, relating a Cybersecurity Incident, Licensee must provide a link to or copy of such filing to Fannie Mae via e-mail at privacy_office@fanniemae.com (or by such other verified means as Fannie Mae may otherwise request or may be required based on Cybersecurity Incident type) within 36 hours of the day on which the form was filed. This obligation is in addition to the general obligation to provide notification under this section.
Disclaimer of Obligation or Liability of Fannie Mae for Cybersecurity Incident	A Licensee notification to Fannie Mae or Fannie Mae's response to a Cybersecurity Incident under this section is not an acknowledgment by Fannie Mae of any fault or liability with respect to the Cybersecurity Incident. Notwithstanding anything required in the Cybersecurity Incident Management section of this Appendix A, Licensee is fully and solely responsible for fulfilling all third-party notification obligations related to any Cybersecurity Incident and complying with its obligations under applicable laws, rules and regulations including those related to privacy, data security and incident notification.
Losses for Cybersecurity Incident	In connection with any Cybersecurity Incident that relates in any manner to NPI which is either caused by Licensee, its Authorized Users, its technology or networks, or results from or involves Licensee's performance of any services, Licensee shall pay and be responsible for all Losses incurred by Fannie Mae in complying with its legal obligations relating to such Cybersecurity Incident.
Lost/Stolen/Incorrectly Routed Physical Information	To the extent Licensee processes, stores, or otherwise handles Confidential Information of Fannie Mae in a physical format, Licensee must, without undue delay and no later than 36 hours of determining the physical information has been lost, misrouted, or stolen, report to the Fannie Mae privacy office via email (privacy_office@fanniemae.com) all known details of the matter. Licensee must also promptly investigate, correct and mitigate the matter at Licensee's expense, including identifying all Confidential Information of Fannie Mae affected by the matter and taking measures designed to prevent the continuation and recurrence of the matter.

A4. Feedback on New Processes and Technologies, Technology Upgrades, or Service Offerings

Licensee may provide feedback in connection with a new process, technology, technology upgrade, or service offering yet to be released into production by Fannie Mae. The feedback may include comments and recommendations. When Licensee provides such feedback, it grants Fannie Mae an unlimited, worldwide, perpetual, and irrevocable license under Licensee's intellectual property rights, without duty to account, to disclose, incorporate, practice, deploy, or adapt such feedback.

A5. Loan Quality, Loan Performance Data and NPI

Fannie Mae may at times share loan quality and loan performance data and other NPI with Licensee in compliance with permitted purposes outlined in the Gramm-Leach-Bliley Act and other applicable privacy laws. Licensee must use such data only for those limited permitted purposes.

A6. Fannie Mae Obligations; Specific Transactions

Fannie Mae will not disclose confidential information received from Licensee in furtherance of this SSA to a third party, except as required or permitted by law. For specific transactions or dealings, Licensee and Fannie Mae may enter into a separate written confidentiality agreement. This separate confidentiality agreement will control in case of conflict with the provisions of Section A3. Fannie Mae may also agree in a separate written agreement that the confidentiality obligations set forth in Section A3 will apply to Fannie Mae.

A7. Capacity; Authority; Validity.

Licensee represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, is qualified to do business in each state in which such qualification is necessary, and has full power and authority to conduct its business as presently conducted; (b) it is duly authorized to execute and deliver the SSA and to perform its obligations under the SSA; (c) the Corporate Administrator executing the SSA on behalf of Licensee is duly authorized to do so and to bind Licensee; (d) it has taken all necessary action to authorize the execution, delivery, and performance of the SSA; (e) the SSA has been duly executed and delivered by Licensee and constitutes a legal, valid, and binding obligation of Licensee, enforceable against Licensee in accordance with its terms; (f) its execution, delivery, and performance of the SSA do not violate or conflict with any applicable law or order of any court or governmental authority or any agreement or other obligation to which Licensee is a party; and (g) no litigation, action, occurrence or proceeding is pending or, to Licensee's actual knowledge, threatened that would adversely affect the ability of Licensee to perform its obligations under the SSA.

A8. Compliance with Laws

Licensee must comply with, all federal, state, and local laws (e.g., statutes, regulations, ordinances, directives, codes, administrative rules and orders that have the effect of law, and judicial rulings and opinions), including those that apply to any of its origination, selling, or servicing practices or other business practices (including the use of Fannie Mae licensed technology) that may have a material effect on Fannie Mae. Among other things, this means that Licensee must comply with any applicable law that addresses consumer credit, fair housing, fair lending, equal credit opportunity, truth in lending, wrongful discrimination, appraisals, real estate settlement procedures, privacy, data security, escrow account administration, mortgage insurance cancellation, debt collection, credit reporting, electronic signatures or transactions, electronic notarization (including remote notarization), predatory lending, anti-money laundering, export, terrorist activity, communications decency, the importation and exportation of software and data, ability to repay, state community and marital property, or the enforcement of any of the terms of relevant mortgages. Each party processes

NPI independently and is solely responsible for compliance with applicable privacy laws with respect to the personal data it collects and processes under this Agreement.

Licensee bears sole responsibility for complying with such laws, rules, regulations, and conventions. Such compliance obligations shall in no event be considered imposed upon or shared by Fannie Mae or its Third-Party Licensors by virtue of Licensee's use of the Licensed Application.

A9. Indemnification

Licensee must indemnify and hold harmless Fannie Mae, its Third-Party Licensors, and each of the foregoing entities' affiliates, partners, successors, and assigns and employees, officers, directors, agents, contractors, and representatives individually (when they are acting in their corporate capacity) harmless from and against all Losses that are based on, or result or arise from any third-party claim relating to, (i) any breach, act or omission by Licensee of the Licensed Materials (including by Licensee's Authorized Users) in connection with the SSA (except to the extent the Losses resulted solely from Licensee following the written instructions of Fannie Mae relating to the claim or Fannie Mae or its Third-party Licensors directly caused such Fannie Mae Losses), (ii) activities that occur through the use of an Authentication Credential issued to Licensee, whether or not the activities were authorized by Licensee, (iii) any software, information, or data provided by or on behalf of Licensee to Fannie Mae technology, (iv) Licensee's use of the Licensed Materials in conjunction with any third-party software or system, (v) any defamatory or illegal material, or material that violates any right of a third party, that is transmitted to Fannie Mae systems using an Authentication Credential issued to Licensee.

A10. Indemnification Procedures

The indemnities set forth above (i) apply regardless of whether Fannie Mae is a party to the lawsuit or other proceeding; or the claim, suit, or proceeding has merit and (ii) do not modify or otherwise affect Fannie Mae's right to manage its defense for any claim, suit, or proceeding in accordance with its own judgment. If Fannie Mae chooses its own counsel, Licensee will still be obligated to the full extent of the indemnities set forth above, including paying the attorney's fees and costs of counsel selected by Fannie Mae. If Fannie Mae decides that its interests and Licensee's coincide, Fannie Mae may decide to cooperate with Licensee in a joint defense.

Unless otherwise expressly provided in the SSA, Fannie Mae will determine without regard to "materiality" or similar limitations if there are any Fannie Mae Losses and the amount of all Fannie Mae Losses. All payments for indemnification are due within 60 days after written demand or if appealed, within 15 days after an appeal is denied. Fannie Mae may offset the amount of any unpaid indemnification payment due from Licensee against amounts Fannie Mae owes to Licensee.

A11. General Provisions

Topic	Description
Severability	If any provision of this SSA is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this SSA will remain in full force and effect.
Governing Law	The SSA is governed by and construed in accordance with the laws of New York, without giving effect to the conflict of laws principles of such state.
Assignment	Licensee may not assign this SSA in whole or in part (including by merger, consolidation or operation of law) without Fannie Mae's prior written consent , and any such assignment without the prior written consent of Fannie Mae is void.
Electronic Signatures and Transmissions	Electronic signatures, including faxed signatures and scanned copies of ink signatures, will be deemed to be originals for all purposes, and the parties intend and agree to be legally bound by such and other electronic transmissions between them.

Part B, Schedules

ACheck (for LIHTC Syndicators)

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as ACheck®, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. 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 General 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 is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA.
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 General Terms Section entitled "Restrictions on Use" or any other provision in the General 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 General 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 General Terms includes indemnification in the event of any breach of this Schedule.
10. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Collateral Applications

Schedule (for Non-Seller/Servicers)

1. **Licensed Application.** Fannie Mae licenses to Licensee the collateral-related applications known as Collateral Underwriter® or CU® and Uniform Collateral Data Portal® ("**UCDP**"®) (including integration to Fannie Mae's Collateral Data Delivery Service ("**CDDS**"), where permitted), together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms.
2. **Overview.** UCDP is a joint GSE portal for the electronic collection of appraisal data. When submitting appraisal data to UCDP, Licensee may designate the appraisal data for delivery to one or more GSEs. Appraisals delivered to Fannie Mae via UCDP will be automatically submitted to CU for review.
3. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Applications and to use the associated Documentation shall be conditioned upon Licensee's compliance with the following:
   a. Licensee must limit its use of the Licensed Applications, including reports and other output, in printed form or otherwise, to (i) the management of collateral risk and (ii) protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability.
   b. Licensee may not use the Licensed Applications, including reports and other output, in printed form or otherwise: (i) for credit evaluation, (ii) to make a credit decision, or (iii) to interfere with the independent judgment of an appraiser.
4. **Acknowledgments.** Licensee agrees to the following:
   a. Licensee is responsible for the assessment and accuracy of appraisals in accordance with the *Selling Guide*. The Licensed Applications do not "approve" or "deny" appraisals, nor does the absence or presence of flags or messages generated by the Licensed Applications indicate an appraisal is acceptable or unacceptable.
   b. Output generated by the Licensed Applications, 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.
   c. Licensee has obtained requisite authorization to access, review and use appraisals and related data that have been procured through the Licensed Applications.
5. **Third-Party Access.**
   a. <u>UCDP.</u> If Licensee is a correspondent lender or is otherwise originating loans, Licensee may designate one or more agents (including appraisal management companies and outsource providers) to use UCDP on Licensee's behalf. If Licensee is any other entity, Licensee may not designate any agents to use UCDP on Licensee's behalf. An agent's access to UCDP provides the agent with access to the CU findings and messages included in the UCDP output but does not entitle the agent to access the CU application itself.
   b. <u>CU</u>. Licensee may not designate third parties to use CU or otherwise provide third parties with access to CU (including technology vendors and appraisers) without the express written permission of Fannie Mae, which permission may be withheld by Fannie Mae at its sole discretion. Licensee is expressly prohibited from sharing, distributing, or otherwise providing its Authentication Credentials or access rights to any appraisal management company for the purpose of accessing CU. Additionally, although Licensee may use CU output to inform its dialogue with appraisal management companies and appraisers regarding appraisals they supplied to Licensee, Licensee may not provide appraisal management companies and appraisers with copies or displays of Fannie Mae reports that contain CU findings, including, without limitation, the CU Print Report, the UCDP Submission Summary Report (SSR), and the CU section of the DU Underwriting Findings Report. Further, Licensee's technology vendors may not (i) disclose, aggregate, or distribute CU findings, messages, or reports containing CU findings and messages to third parties or (ii) use CU findings or messages for any purpose other than assisting Licensee in Licensee's management of collateral risk and helping Licensee protect against or prevent actual or potential fraud, unauthorized transactions, claims, and/or other

liability. Licensee assumes full responsibility for the consequences of such technology vendors' disclosure and/or use of CU findings and messages in violation of the prohibitions set forth in the foregoing sentence. Notwithstanding the above, correspondents may provide CU findings and analysis to an aggregator as the loan purchaser, including the CU Print Report and the SSR.

6. **Guarantee by Licensee.** If Licensee designates an agent or other third party to use the Licensed Applications, or otherwise provides a third party access to the Licensed Applications, whether in compliance with or in violation of the terms of the SSA, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the General Terms and this Schedule, and shall retain all obligations and liabilities under the General Terms and this Schedule in connection with that party's access to and use of the Licensed Applications.

7. **Appraisal Sharing and Disclosure of Doc File ID.** If Licensee directs the Licensed Applications to share an appraisal or other data associated with a Doc File ID with a third party, or if Licensee discloses a Doc File ID to a third party, including an agent, Licensee will be deemed to have authorized Fannie Mae to provide the third party with access to all data associated with the appraisal or Doc File ID. Licensee indemnifies and holds Fannie Mae harmless from claims and liability arising from providing such access.

8. **Termination of Relationships.** Fannie Mae reserves the right to immediately suspend or terminate any relationship established between Licensee and a third party by and for the Licensed Applications at any time, at its sole discretion.

9. **Termination.** In addition to the termination provision in the Section of the General Terms entitled "Term and Termination," Fannie Mae may, at any time and without cause, immediately suspend or terminate Licensee's right to access and use the Licensed Applications, or may terminate this Schedule, upon notice to the Licensee.

10. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.

11. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Collateral Underwriter

Schedule (for Appraisal Management Companies)

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as Collateral Underwriter® or CU®, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application helps Licensees identify and research appraisals with overvaluation, undervaluation, appraisal quality, or property eligibility/policy compliance risks as part of their underwriting and quality control processes.
2. **Authorized Users.** Unless expressly permitted in writing by Fannie Mae, no persons or entities other than Authorized Users of Licensee may access or use the Licensed Application. Since Licensee is not a SF Lender, Licensee's Authorized Users are limited to employees of Licensee.
3. **Authentication Credentials.** Licensee and its Authorized Users must access and use the Licensed Application solely through Authentication Credentials issued to Licensee. Licensee must not access or use the Licensed Application using any other Authentication Credentials, including those issued by or to any SF Lender on whose behalf Licensee is acting.
4. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application and to use the associated Documentation shall be conditioned upon Licensee's compliance with the following:
    a. Licensee must access and use the Licensed Application solely for the benefit of one or more SF Lenders, each of whom are also a Licensee of the Licensed Application.
    b. Licensee must limit its use of the Licensed Application, including reports and other output, in printed form or otherwise, to (i) the management of collateral risk and (ii) protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability.
    c. Licensee may not use the Licensed Application, including reports and other output, in printed form or otherwise: (i) for credit evaluation, (ii) to make a credit decision, or (iii) to interfere with the independent judgment of an appraiser.
    d. Licensee must limit its use of the Licensed Application to properties that are associated with loans that are intended for sale to Fannie Mae or have been sold to Fannie Mae.
5. **Acknowledgments.** Licensee acknowledges and agrees to the following:
    a. The Licensed Application does not "approve" or "deny" appraisals, nor does the absence or presence of flags or messages generated by the Licensed Application indicate an appraisal is acceptable or unacceptable.
    b. 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.
    c. Licensee has obtained requisite authorization to access, review and use appraisals and related data that have been procured through the Licensed Application.
    d. Licensee bears sole responsibility for any disclosure and other obligations arising under federal, state and local laws relating to use of the Licensed Application.
6. **Third-Party Access.** Licensee may not designate third parties to use the Licensed Application or otherwise provide third parties with access to the Licensed Application (including technology vendors and appraisers) without the express written permission of Fannie Mae, which permission may be withheld by Fannie Mae at its sole discretion. Additionally, Licensee may not provide third parties with copies or displays of Fannie Mae reports that contain CU findings, including, without limitation, the CU Print Report, the UCDP Submission Summary Report (SSR), and the CU section of the DU Underwriting Findings Report. Licensee assumes full responsibility for the consequences of such third parties' disclosure and/or use of CU findings and messages in violation of the prohibitions set forth in this section.

7. **Guarantee by Licensee.** If Licensee designates an agent or other third party to use the Licensed Application, or otherwise provides a third party access to the Licensed Application, whether in compliance with or in violation of the terms of the SSA, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the General Terms and this Schedule, and shall retain all obligations and liabilities under the General Terms and this Schedule in connection with that party's access to and use of the Licensed Application.

8. **Appraisal Sharing and Disclosure of Doc File ID.** If Licensee directs the Licensed Application to share an appraisal or other data associated with a Doc File ID with a third party, or if Licensee discloses a Doc File ID to a third party, including an agent, whether in compliance with or in violation of the terms of the SSA, Licensee will be deemed to have authorized Fannie Mae to provide the third party with access to all data associated with the appraisal or Doc File ID. Licensee indemnifies and holds Fannie Mae harmless from all Losses arising from providing such access.

9. **Termination.** In addition to the termination provision in the Section of the General Terms entitled "Term and Termination," Fannie Mae may, at any time and without cause, immediately suspend or terminate Licensee's right to access and use the Licensed Application, or may terminate this Schedule, upon notice to the Licensee.

10. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.

11. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Collateral Underwriter

Schedule (for Quality Control Vendors)

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as Collateral Underwriter® or CU®, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application helps lenders identify and research appraisals with overvaluation, undervaluation, appraisal quality, or property eligibility/policy compliance risks as part of their underwriting and quality control processes.

2. **Authorized Users.** Unless expressly permitted in writing by Fannie Mae, no persons or entities other than Authorized Users of Licensee may access or use the Licensed Application. Since Licensee is not a SF Lender, Licensee's Authorized Users are limited to employees of Licensee.

3. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application and to use the associated Documentation shall be conditioned upon Licensee's compliance with the following:

    a. Licensee must access and use the Licensed Application solely for the benefit of one or more SF Lenders, each of whom are also a Licensee of the Licensed Application.

    b. Licensee must limit its use of the Licensed Application, including reports and other output, in printed form or otherwise, to (i) the management of collateral risk and (ii) protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability.

    c. Licensee may not use the Licensed Application, including reports and other output, in printed form or otherwise: (i) for credit evaluation, (ii) to make a credit decision, or (iii) to interfere with the independent judgment of an appraiser.

4. **Acknowledgments.** Licensee acknowledges and agrees to the following:

    a. Licensee is responsible for the assessment and accuracy of appraisals in accordance with the *Selling Guide*. The Licensed Application does not "approve" or "deny" appraisals, nor does the absence or presence of flags or messages generated by the Licensed Application indicate an appraisal is acceptable or unacceptable.

    b. 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.

    c. Licensee has obtained requisite authorization to access, review and use appraisals and related data that have been procured through the Licensed Application.

    d. Licensee bears sole responsibility for any disclosure and other obligations arising under federal, state and local laws relating to use of the Licensed Application.

5. **Third-Party Access.** Licensee may not designate third parties to use the Licensed Application or otherwise provide third parties with access to the Licensed Application (including technology vendors and appraisers) without the express written permission of Fannie Mae, which permission may be withheld by Fannie Mae at its sole discretion. Licensee is expressly prohibited from sharing, distributing or otherwise providing its Authentication Credentials or access rights to any appraisal management company for the purpose of accessing CU. Additionally, Licensee may not provide third parties with copies or displays of Fannie Mae reports that contain CU findings, including, without limitation, the CU Print Report, the UCDP Submission Summary Report (SSR), and the CU section of the DU Underwriting Findings Report. Licensee assumes full responsibility for the consequences of such third parties' disclosure and/or use of CU findings and messages in violation of the prohibitions set forth in this section.

6. **Guarantee by Licensee.** If Licensee designates an agent or other third party to use the Licensed Application, or otherwise provides a third party access to the Licensed Application, whether in compliance with or in violation of the terms of the SSA, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the General

Terms and this Schedule, and shall retain all obligations and liabilities under the General Terms and this Schedule in connection with that party's access to and use of the Licensed Application.

7. **Appraisal Sharing and Disclosure of Doc File ID.** If Licensee directs the Licensed Application to share an appraisal or other data associated with a Doc File ID with a third party, or if Licensee discloses a Doc File ID to a third party, including an agent, whether in compliance with or in violation of the terms of the SSA, Licensee will be deemed to have authorized Fannie Mae to provide the third party with access to all data associated with the appraisal or Doc File ID. Licensee indemnifies and holds Fannie Mae harmless from all Losses arising from providing such access.

8. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.

9. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Condo Project Manager

Schedule *(for Non-Seller/Servicers)*

1. Licensed Application. Fannie Mae licenses to Licensee the application known as Condo Project Manager™ or CPM™, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application provides certain automated underwriting functionality for condominium projects including that designed to:
   a. help determine if a project meets Fannie Mae's eligibility requirements for loan delivery to Fannie Mae;
   b. support and facilitate Licensee's electronic underwriting of shared ownership structured projects; and
   c. generate project eligibility findings.
2. Rights in Data. For purposes of this Schedule, the following sentence is added after the first sentence in the Section of the General Terms entitled "Rights in Data":

   > Without limiting the foregoing, all data, materials and records (including data and materials compiled from records) representing, related to, associated with or based on condominium or shared ownership structured projects that are submitted to the Licensed Application are Fannie Mae's property regardless of the physical form or characteristics of the data, materials or records or whether they are developed by others.

3. Acknowledgments. Licensee acknowledges the following:
   a. Project eligibility, as determined by the Licensee and the Licensed Application, is based solely on the data entered into the Licensed Application and certified by the Licensee, subject to Fannie Mae's policies and guidelines pertaining to eligibility for loan delivery to Fannie Mae.
   b. Eligibility determinations issued by the Licensee and the Licensed Application do not relieve Licensee of its responsibility to review applicable project documentation and data as established in the Selling Guide. Fannie Mae reserves the right to change a project eligibility status if information acquired after certification has an impact on a previously issued eligibility determination, as determined by Fannie Mae in its sole discretion.
   c. Results or findings generated by the Licensed Application do not constitute a commitment by Fannie Mae to purchase any loan. If Licensee obtains knowledge of any information that could impact the eligibility status reflected in the Licensed Application, the Licensee must update the relevant data that has been submitted to the Licensed Application as soon as practicable but, in all events, no later than 5 business days after becoming aware of such information.
   d. The Licensed Application may not identify all errors or issues that would cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.
   e. Any finding or determination 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.
4. Third-Party Access. Licensee may not designate third parties to use the Licensed Application or otherwise provide third parties with access to the Licensed Application without the express written permission of Fannie Mae, which may be withheld by Fannie Mae at its sole discretion. Additionally, Licensee must not provide third parties with copies or displays of findings, messages or reports produced by the Licensed Application. Further, Licensee must not disclose, aggregate or distribute findings, messages or reports data 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 sentences.
5. CPM Identification Numbers. Licensee's disclosure of a CPM Identification Number, including a project or phase ID, to a third party, including aggregators, is deemed to be the Licensee's consent to the third party's access to that collection of

data assigned such CPM Identification Number (for which Fannie Mae will have no liability) and authorization to Fannie Mae to provide the third party with such access.

6. **Grant of Rights and Imposition of Obligations**. The rights granted in this Schedule do not entitle Licensee to use the Licensed Materials, or any technology or intellectual property contained within them, as reference or inspiration for developing or creating another product, tool or technology in any way based upon the Licensed Application. Licensee agrees that Licensee will not, by the terms of this Schedule, obtain any rights to any ideas or concepts embodied within the Licensed Materials which may be retained in intangible form by individuals who have had access to them.

Desktop Originator

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as Desktop Originator® (DO®), together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. 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;

    d. validate certain loan application data where Licensee has been given access to the DU Validation Service; and

    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:

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

    b. verifications of income, employment, or assets, or other forms of alternate documentation as described in the Selling Guide;

    c. the Uniform Residential Loan Application, including any attachments and supplements to it; and

    d. 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.

"Pre-qualification 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 General Terms entitled “Restrictions on Use” or any other provision in the General Terms or this Schedule, Licensee may use the Licensed Application’s Credit Retrieval Module, underwriting functionality, and Pre-qualification 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 Pre-qualification 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. 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.

   d. Licensee shall not redistribute the Licensed Application, 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 General 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 underwriting findings and recommendations, including 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 SSA 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 General 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 Pre-qualification 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 SSA, 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 General 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 General 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 General 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 General 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 General 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 SSA, 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 SSA, 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 General Terms entitled "Termination," either party may terminate this Schedule or the entire SSA 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 General 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;

d. 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 General Terms entitled "Issued Bulletins; Amendments" regarding notification, bulletins directed to Licensee amending this Schedule or the General 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 General Terms.

22. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes 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 General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Desktop Underwriter

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as Desktop Underwriter®, or DU®, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. 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 Third-Party Originators, where authorized;

   b. support and facilitate Licensee's electronic underwriting of Mortgage Loan Applications or performance of Pre-qualification Analyses and Early Assessments;

   c. generate certain recommendations, underwriting findings (including Codified Findings), underwriting analyses, and other reports;

   d. facilitate the communication and exchange of data between Licensee and consumer reporting agencies accessible through the Credit Retrieval Module;

   e. validate certain loan application data where Licensee has been given access to the DU Validation Service;

   f. identify eligibility for certain limited waivers and relief from enforcement of certain representations and warranties; and

   g. 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:

   "Appraisal Waiver" means the option that is established in the Selling Guide to waive the requirement to obtain an appraisal.

   "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:

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

   b. verifications of income, employment, or assets, or other forms of alternate documentation as described in the Selling Guide;

   c. the Uniform Residential Loan Application, including any attachments and supplements to it; and

   d. 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 Early Assessment" means the component of the Licensed Application that performs Early Assessments.

"DU Validation" means a validation of a Customer's Consumer Data, as submitted to the Licensed Application by Licensee or a Third-Party Originator, 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.

"Documentation" means recommendations, findings (including Codified Findings), analyses, and other reports generated by the Licensed Application, as well as the Selling Guide and any other guides and end-user manuals, quick steps, job aids, release notes, technical specifications, and other reference materials that Fannie Mae makes either generally or specifically available to Licensee in relation to the Licensed Application.

"Early Assessment" means a conditional DU recommendation based on the submission of a minimum set of Consumer Data and a soft or hard credit inquiry, including the option of using a single in-file credit report, a bi-merge credit report or a tri-merge credit report, with respect to a prospective loan applicant for the purpose of evaluating such prospective applicant's qualification for financing during the Licensee's prequalification process, other than in connection with a Mortgage Loan Application or a Prequalification Analysis. Early Assessment provides Licensee with the capability to use a soft inquiry credit report from a credit reporting agency through DU.

"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.

"Licensee Sites" means any telephone call centers or internet sites (or portion of internet sites) operated or hosted by Licensee for the benefit of Customers who input data to the Licensed Application through it, to permit them to obtain mortgage-related services or products from Licensee and where, or through which, Customers are able to obtain Consumer Findings.

"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.

"Permitted TPO" means any Third-Party Originator that performs Prequalification Analyses or origination activities in relation to mortgage loans intended to be closed by Licensee or assigned or sold to Licensee. For avoidance of doubt, the term "Permitted TPO" does not include any officer or employee of Licensee, a mortgage insurer, contract underwriter, mortgage fulfillment service provider, appraisal management company or similar service provider; none of these may have DU redistributed to them by Licensee or its Permitted TPOs.

"Pre-qualification 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 or Early Assessment.

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

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

"Subsidiary" means any mortgage lending entity more than fifty percent (50%) of whose controlling interest or outstanding voting shares or securities are owned or controlled, directly or indirectly, by Licensee.

"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 on Fannie Mae's website 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.

"Third-Party Originator" means any residential mortgage loan originator with which Licensee maintains an independent contractual relationship and that is authorized by Licensee to offer its loan products and communicate with it in conjunction with the origination of residential mortgage loans via the Licensed Application, including the submission and receipt of loan product information and the originator's submission of loan applications and consumer reports obtained via the Credit Retrieval Module.

"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. **Authorized User.** Notwithstanding the definition of "Authorized User" provided in the "Definitions" Section of the General Terms, for purposes of this Schedule, the term "Authorized User" includes individuals working for a Permitted TPO or Subsidiary who have obtained Authentication Credentials as a result of Licensee's actions or Fannie Mae's actions on Licensee's behalf. Licensee is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee represents, warrants, and guarantees, without exception, the full performance by its Authorized Users of all obligations under the SSA. For avoidance of doubt, the term "Authorized User" does not include a mortgage insurer or appraisal management company; these may not have DU redistributed to them by Licensee or its Permitted TPOs and Subsidiaries.

4. **License.** For purposes of this Schedule, the Section of the General Terms entitled "License" is replaced with the following:

   Provided that Licensee is a SF Lender approved to sell single-family loans to Fannie Mae, Fannie Mae grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license under Fannie Mae's intellectual property rights to:

a. access and use the Licensed Application through its Authorized Users;

b. operate Licensee Sites;

c. use the Documentation; and

d. if Fannie Mae, in its sole discretion, provides Codified Findings to Licensee, to use them in accordance with the terms of the "Codified Findings" Section of this Schedule.

5. **Redistribution of Licensed Application.** Subject to the terms and conditions of this Schedule, Licensee may redistribute its Licensed Application access to its Permitted TPOs and Subsidiaries under the following conditions:

   a. Permitted TPO or Subsidiary and Licensee have entered into a written agreement ("User Agreement") which must, at a minimum, include the provisions set forth below, or substantially similar terms, and must not include any term that undermines or is inconsistent with these provisions. For purposes of the User Agreement provisions set forth below, the term "User" means a Permitted TPO or Subsidiary of Licensee:

      i. User represents and warrants that it is a Permitted TPO or Subsidiary of Licensee and that it has received and read the SSA and agrees to comply with all provisions of such SSA, including the DU Schedule, in connection with its use of the Licensed Application. User further represents and warrants that (1) it has not been suspended or terminated by Fannie Mae, (2) its officers, directors (or managing members), controlling owners, or other key executives have never been convicted of mortgage fraud or other similar offenses, and are not under a Suspension Order by FHFA's Suspended Counterparty Program, and (3) it has not previously had access to the Licensed Application that was suspended or terminated for any reason.

      ii. If User is a Permitted TPO, User agrees to use the Licensed Application for the primary purpose of (1) originating or underwriting mortgage loans intended to be closed by Licensee, or intended to be assigned or sold to Licensee, and/or (2) performing Prequalification Analyses for Licensee. If User is a Subsidiary, User agrees to use the Licensed Application only in connection with its own Mortgage Loan Applications and/or Prequalification Analyses or those of Licensee.

      iii. User agrees that the access granted to it does not extend to any third party. This User Agreement does not extend to User the redistribution rights granted to Licensee under the SSA, specifically those appearing in the Section of the DU Schedule entitled "Redistribution of Licensed Application."

      iv. User agrees that Licensee is User's "agent", as that term is defined in the FCRA, in connection with any use of the Licensed Application by User with respect to Mortgage Loan Applications or Prequalification Analyses.

      v. In connection with the processing and evaluation of Consumer Data by the Licensed Application for purposes of making an underwriting recommendation or performing a Prequalification Analysis (if applicable), User agrees that Fannie Mae, as owner of the Licensed Application, is User's agent, as that term is defined in the FCRA. As User's agent, Fannie Mae will, and is hereby expressly authorized by User to, obtain Consumer Data for purposes of making an underwriting recommendation or performing a Prequalification Analysis. User also expressly understands and agrees that Fannie Mae's role as User's agent will not extend beyond the limited purposes set forth in this paragraph, and for all other purposes, there is no such principal and agent relationship. In addition, User must in no way misrepresent to third parties the limited extent of this principal/agent relationship. User also agrees that any output or recommendation rendered by the Licensed Application is not a consumer credit report and does not constitute an approval or denial of the Mortgage Loan Application, or a commitment to purchase the loan, by Fannie Mae. User represents and warrants to Licensee that User has provided the prospective user information and certifications set forth in 15 USC §1681e(a) to each consumer reporting agency that provides Consumer Data through the Licensed Application to User. User agrees to disclose any secondary use of Consumer Data that is facilitated by its use of the Licensed Application to the issuing consumer reporting agency (including information relating to the identity of the secondary user).

      vi. The parties acknowledge and agree that this User Agreement is subject to the SSA provisions and that this User Agreement will automatically terminate upon termination of Licensee's SSA and/or the Desktop Underwriter Schedule by Fannie Mae or Licensee. The parties acknowledge that, pursuant to the terms of that Section of the DU Schedule entitled "Redistribution of Licensed Application," Fannie Mae may, in its sole discretion, immediately suspend or terminate User's access to the Licensed Application.

vii. Immediately upon termination of User's access to the Licensed Application or this User Agreement, User must cease using the Licensed Materials and destroy or return all copies of the Licensed Materials in its possession to Licensee. Promptly upon request from Licensee or Fannie Mae, User agrees to provide Licensee or Fannie Mae with a written certification, executed by a duly authorized officer of User, of its compliance with this obligation.

viii. If there is a conflict between the terms of this User Agreement and the terms of Licensee's SSA, the terms of the SSA will govern. Fannie Mae is a third -party beneficiary of this User Agreement and entitled to enforce all of its terms.

ix. This User Agreement may not be assigned, either expressly or by operation of law, by User to any other affiliate, subsidiary, successor, person, entity, firm, corporation, or other entity without the prior express written consent of Fannie Mae and Licensee.

b. With respect to each Permitted TPO and Subsidiary, Licensee must:

i. make the Licensed Application available via a Licensee wholesale or correspondent website solution, portal, origination platform, or application, (collectively, "website portal"), and use commercially reasonable efforts to secure and maintain the website portal to administrative, physical, and technical industry standards designed to prevent unauthorized access, use or disclosure of such portal and its content;

ii. obtain from Fannie Mae a system identifier (System ID) to be used in association with Loan Casefiles submitted by Permitted TPOs and Subsidiaries to the Licensed Application;

iii. include within each Loan Casefile submitted to the Licensed Application the Nationwide Multistate Licensing System (NMLS) Unique Identifier (NMLS ID) assigned to the Permitted TPO or Subsidiary;

iv. retain evidence of each User Agreement between Licensee and Permitted TPO and Subsidiary;

v. ensure that each Permitted TPO and Subsidiary does not further distribute or permit any users other than named Permitted TPO or Subsidiary to access Licensee's wholesale and correspondent website portal;

vi. ensure that each Permitted TPO and Subsidiary use the Licensed Materials for the purpose of originating or underwriting mortgage loans, and/or, as permitted, performing Prequalification Analyses for Licensee;

vii. provide advance written notice to Fannie Mae of any changes to the Licensee's wholesale or correspondent website portal that may adversely impact the administrative, physical and technical safeguards designed to prevent unauthorized access, use or disclosure of such portal and its content;

viii. provide in the event of a Cybersecurity Incident (1) the name of each Permitted TPO and Subsidiary that has been issued an active Authentication Credential to access and use the Licensed Application and (2) name and contact information, including phone number and email address, for at least one individual associated with each such Permitted TPO and Subsidiary;

ix. notify Permitted TPOs and Subsidiaries of bulletins amending the SSA within seven (7) days of issuance; and

x. guarantee full performance by each Permitted TPO and Subsidiary of all obligations set forth in the General Terms and this Schedule and be responsible for all obligations and liabilities under the General Terms and this Schedule in connection with the use of the Licensed Materials by its Permitted TPOs and Subsidiaries.

c. Any access granted to Licensee under a pilot or test addendum to the DU Schedule may not be redistributed to Permitted TPOs and Subsidiaries unless the terms in such pilot or test addendum expressly permit redistribution.

d. Fannie Mae may, in its sole discretion, require Licensee to immediately suspend or terminate access by a Permitted TPO or Subsidiary to the Licensed Application, and Licensee is obligated to do so:

i. upon any breach of (1) the User Agreement, (2) the DU Schedule, or (3) any other agreement between the Permitted TPO or Subsidiary and any lender (including Licensee) that has access to the Licensed Application. Upon such breach, Fannie Mae may also terminate any agreement it has entered into with (or is otherwise entitled to enforce against) such Permitted TPO or Subsidiary;

ii. if Fannie Mae determines that any Permitted TPO or Subsidiary pose a security risk to the Licensed Application or could potentially be expected to adversely impact Fannie Mae's systems, the Licensed Application, or any other applications;

iii. Licensee has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Licensee's assets, or becomes subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or

iv. upon written notice to Licensee regarding any Permitted TPO or Subsidiary. Licensee agrees to certify in writing to Fannie Mae within 72 hours that such requested Permitted TPO or Subsidiary has had all access to the Licensed Application suspended or terminated via Licensee.

e. Licensee, and not Fannie Mae, is responsible for providing its Permitted TPOs and Subsidiaries with (i) first-line support with respect to Permitted TPO and Subsidiary questions and comments concerning Fannie Mae's automated underwriting guidelines and policies, including questions concerning the interpretation and applicability of the Licensed Application's findings reports and questions relating to Fannie Mae's Selling Guide, and (ii) training relating to such guidelines and policies or use of the Licensed Application. The provisions in Section 26 of this Schedule expressly control Fannie Mae's obligations.

The terms and conditions in this Section of the DU Schedule entitled "Redistribution of Licensed Application" supersede any prior agreements between the Licensee and Fannie Mae that govern the redistribution of the Licensed Application. This section does not release the Licensee from any responsibility or liability under any prior agreement.

6. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee may use the Licensed Application's Credit Retrieval Module, underwriting functionality, Pre-qualification Analysis functionality and DU Early Assessment 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 Pre-qualification 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. With respect to submissions in connection with DU Early Assessment:

i. to request and receive Consumer Reports, including a soft or hard inquiry single in-file credit report, bi-merge credit report, or tri-merge credit report, and analyze and evaluate Consumer Data in such reports, for the purpose of performing an Early Assessment of prospective loan applicants who have provided Licensee with the necessary consents to obtain such reports and analyze and evaluate such data. Licensee may not use DU Early Assessment within Licensee's wholesale channel without the express written permission of Fannie Mae, which may be withheld by Fannie Mae at its sole discretion;

ii. to receive conditional DU recommendations in connection with a DU Early Assessment submission. Licensee must obtain the appropriate tri-merge report and hard credit file, resubmit to DU, and meet all *Selling Guide* requirements prior to sale of a loan to Fannie Mae;

iii. to conduct an additional assessment based on potential home prices, a specified LTV range, and limited additional parameters specified by the Licensee, using the previously submitted minimum data set along with an additional data segment supplied by the Licensee to produce a set of summary results;

iv. to perform a search of all mortgage products that may be available to an applicant.

c. 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;

d. With respect to Mortgage Loan Applications previously approved but not yet closed by Licensee:

i. To request and receive additional Consumer Reports through the Credit Retrieval Module, when Licensee is requesting such reports in connection with its own Mortgage Loan Applications or Pre-qualification Analyses and has obtained the loan applicant(s)' prior written permission to request such additional Consumer Reports, or because other circumstances exist which Licensee believes justify the request for such additional Consumer Reports under the FCRA;

ii. to analyze and evaluate Consumer Data including Consumer Reports when Licensee determines that data obtained subsequent to its initial approval may affect its prior underwriting approval decision; and

iii. to request and receive Consumer Reports and analyze and evaluate Consumer Data in such reports when the loan applicant(s) request different loan terms or a different loan product than that originally requested by the loan applicant(s);

e. With respect to Mortgage Loan Applications previously denied by Licensee, which denial decision has been communicated to the applicant(s):

i. To request and receive Consumer Reports through the Credit Retrieval Module, when Licensee is requesting such reports in connection with its own Mortgage Loan Applications and Pre-qualification Analyses and has obtained the loan applicant(s)' prior written permission to request such additional Consumer Reports; and

ii. To analyze and evaluate Consumer Data, including Consumer Reports, when

(1) Licensee determines that data obtained subsequent to its initial denial decision may affect its prior underwriting decision, and

(2) Licensee intends to make and communicate an offer of credit to the applicant(s) if an approval recommendation decision is rendered by the Licensed Application as a result of consideration of the additional data obtained;

f. To request and receive Consumer Reports and analyze and evaluate Consumer Data in such reports in conjunction with Licensee's quality control program with respect to loans previously approved and closed by Licensee;

g. To update data previously submitted to the Licensed Application with respect to loans previously approved and closed by Licensee;

h. 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*;

7. **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 Codified Findings, and to display such Consumer Findings on Licensee 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:

i. the Codified Findings are subject to change at any time and from time to time;

ii. Licensee develops code based upon the Codified Findings at its own risk, cost, and expense;

iii. 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;

iv. 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;

v. 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;

vi. 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;

vii. 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

viii. 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.

8. **Unauthorized Representations; Sharing of Findings and Recommendations.** Notwithstanding the provisions of the Section of the General 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 DU Findings Reports and Early Assessments, with Customers; 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.

Licensee may also share the same information with a prospective purchaser of a loan underwritten with the assistance of the Licensed Application, provided Licensee simultaneously informs the prospective purchaser that any recommendation rendered by the Licensed Application does not constitute an approval or denial of a Mortgage Loan Application.

Unless otherwise required by law, no other sharing of the underwriting findings and recommendations, including the DU Findings Report or Early Assessments, is permitted.

Except as otherwise expressly provided above, Licensee must not identify Fannie Mae as a provider of underwriting, pre-qualification, or other services in connection with any Licensee Site or otherwise in connection with this Schedule, and Licensee must not refer to Fannie Mae, as such, in its privacy statements.

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 SSA for the access, sharing, and use of the Loan Casefile and any associated findings when using the DU Messages API.

9. **Limited Waiver/Enforcement Relief of Representations and Warranties.** Licensee, as a SF Lender, should refer to the *Selling Guide* for its rights and obligations related to limited waivers and enforcement relief of representations and warranties for mortgages underwritten with the Licensed Application.

10. **No Purchase Approval or Denial.** Licensee agrees that any recommendation rendered by the Licensed Application will not constitute an approval or denial of the Mortgage Loan Application by Fannie Mae or a commitment to purchase the loan by Fannie Mae.

11. **Limited Agency Relationship.** Notwithstanding the Section of the General 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 Pre-qualification

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:

a. obtain Consumer Data for purposes of performing a Pre-qualification Analysis or making an underwriting recommendation; and

b. 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.

12. **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, including in connection with performing Early Assessments. In addition to this SSA, such agreements 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. Licensee may not rely solely on Verification Reports ordered by third parties, such as Third-Party Originators.

c. Responsibility. In no event is Fannie Mae 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. Verification Reports; Data Accuracy. Licensee is responsible for reviewing and considering any information that may be contradictory to the information reflected on the Verification Report. Each DU Validation is conditioned upon, and Licensee is responsible for: (a) the borrower identified in the Verification Report being the same borrower identified in the Mortgage Loan Application and (b) the employer(s), financial institutions and other data sources identified in the Verification Report being the same employer(s), financial institutions and other data sources identified in the Mortgage Loan Application. Notwithstanding any DU Validation that may be obtained, the underwriting findings for the Loan Casefile under evaluation will be based on the Consumer Data reported on the Mortgage Loan Application, as submitted by Licensee to the Licensed Application, and not on information obtained from the Third-Party Data Source. Licensee remains responsible for the accuracy and completeness of data it submits to the Licensed Application.

e. Warranty. Licensee 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.

13. **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 does 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.

14. **Notification to Borrower.** Licensee acknowledges that it may be required to provide certain disclosures to Customers such as when the Licensee denies or unfavorably changes the terms requested in the Mortgage Loan Application or determines that a prospective mortgage loan applicant would not qualify for a loan or for a particular loan amount as a result of a Pre-qualification Analysis. Such disclosure obligations may be imposed under the FCRA, ECOA, and other federal and state laws and regulations. Licensee agrees that it bears sole responsibility for complying with such disclosure obligations and that such obligations are in no event to be considered imposed upon or shared by Fannie Mae.

15. **Recordkeeping.** In addition to the provisions of the Section of the General Terms entitled "Recordkeeping," the following applies:

Licensee agrees that it may be required to maintain records of certain data pursuant to ECOA and other state and federal laws and regulations. Licensee agrees that:

a. it bears sole responsibility for such obligation;

b. it may need to download data from the Licensed Application into its own systems storage facilities (which may include a Third-Party Application) or make copies of such data from the Licensed Application in order to generate or obtain information necessary to meet such recordkeeping requirements;

c. such data may be unavailable to Licensee and a Third-Party Originator after one party electronically releases the corresponding Loan Casefile to the other party, and Licensee may therefore need to produce copies of consumer reports, uniform residential loan applications, or other data prior to releasing the related Loan Casefile to Licensee's Third-Party Originators; and

d. in no event is Fannie Mae responsible for maintaining any such data for Licensee or for providing Licensee with any such data at any time, either in electronic or hard-copy format.

16. **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.

17. **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.

18. **Third-Party Originator Relationship; Desktop Originator.** Prior to using the Licensed Application to communicate with a Third-Party Originator, Licensee must have accepted such Third-Party Originator's request to be sponsored by Licensee utilizing the Licensed Application or other means prescribed by Fannie Mae. If a Third-Party Originator submits and releases a Loan Casefile to Licensee using Desktop Originator as provided in the Documentation, and, after such release, Licensee (a) becomes insolvent or enters into bankruptcy, suspension of payments, moratorium, reorganization, or any

other proceeding that relates to insolvency or protection of creditor's rights, or (b) is a party to an agreement or Mortgage Selling and Servicing Contract with Fannie Mae that is suspended or terminated, then Licensee consents to the release back to the submitting Third-Party Originator of any such Loan Casefile, effective immediately upon Fannie Mae's notice to Licensee.

19. **Termination of Third-Party Originators.** Fannie Mae may, in its sole discretion, immediately suspend or terminate access by a Third-Party Originator to the Licensed Application and any application which communicates with the Licensed Application:

    a. for any breach of any contractual or other legal obligation with regard to Fannie Mae's Desktop Originator application; or

    b. upon obtaining information from any mortgage lender (including Licensee) that has sponsored such Third-Party Originator as a user of the Licensed Application that the Third-Party Originator has breached its contractual obligations to such lender. Fannie Mae reserves the right to immediately suspend or terminate any relationship established between Licensee and a Third-Party Originator by and for the Licensed Application at any time, in its sole discretion. Fannie Mae may also terminate any agreement it has entered into with (or is otherwise entitled to enforce against) a Third-Party Originator.

20. **Compliance with Laws.**

    a. For purposes of this Schedule, Licensee's obligation to comply with laws, as established in the Section of the General Terms entitled "Additional Provisions," is replaced with the following:

        Licensee acknowledges that its activities, and those of its Authorized Users, whether or not the Licensed Application is used 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 are in no event to 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 Third-Party Licensors, agents or representatives.

    b. <u>Origination Cost</u>. 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 TILA.

21. **Litigation and Enforcement Actions.** Licensee must notify Fannie Mae in accordance with the requirements of the Section of the General 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.

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

23. **Lender Contract.** The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including loan eligibility requirements, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.

24. **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 General 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 SSA, 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 SSA, 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.

25. **Marketing.** Licensee agrees that it is solely responsible for marketing Licensee Sites, including the recruitment of Customers.

26. **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 and Licensee's Third-Party Originators. From time to time, Fannie Mae may provide Licensee additional in-person or online support related to the introduction and implementation of the Licensed Application to Licensee and its Third-Party Originators. Fees may be associated with in-person support.

    a. Notwithstanding the above, Licensee acknowledges and agrees that Licensee, and not Fannie Mae, is responsible for responding to comments and questions from Customers and Third-Party Originators relating to the Licensed Application and the Licensee Sites and for all other support and assistance, including (with regard to Third-Party Originators)

        i. first-line support with respect to inquiries concerning Fannie Mae's automated underwriting guidelines and policies (e.g., questions concerning the interpretation and applicability of the Licensed Application's findings reports and any other Documentation), and

        ii. appropriate training relating to the use of Fannie Mae's Desktop Originator application and such guidelines, policies, and Documentation. Fannie Mae has no obligation with respect to the activity of Authorized Users, Customers, and Third-Party Originators 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.

27. **Grant of Rights and Imposition of Obligations.** The rights granted in this Schedule do not entitle Licensee to use the Licensed Materials, or any technology or intellectual property contained within them, as reference or inspiration for developing or creating another product, tool, or technology in any way based upon the Licensed Application. Licensee agrees that Licensee will not, by the terms of this Schedule, obtain any rights to any ideas or concepts embodied within the Licensed Materials which may be retained in intangible form by individuals who have had access to them.

28. **Suspension or Termination for Cause.** In addition to, and not in limitation of, Fannie Mae's rights under the General Terms Section entitled "Termination" and various Sections in this Schedule, Fannie Mae reserves the right to immediately without notice, at any time and in its sole discretion suspend or terminate this Schedule or Licensee's access to the Licensed Application if Licensee (a) 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 the Licensed Application in relation to one or more properties or (b) adversely selects against Fannie Mae in determining which Appraisal Waiver offers to accept and Fannie Mae will have no liability to Licensee or otherwise for any such action.

29. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.

30. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Desktop Underwriter

Schedule (Non-Seller/Servicer (DU Only) Version)

1. **Licensed Application.** Fannie Mae licenses to Licensee, a mortgage lender that is not a party to a Fannie Mae Mortgage Selling and Servicing Contract (a "**Non-Approved Lender**"), the application known as Desktop Underwriter®, or DU®, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application provides certain automated underwriting functionality, including those designed to:

   a. support and facilitate Licensee's electronic underwriting of Mortgage Loan Applications or performance of Pre-qualification Analyses;

   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;

   d. validate certain loan application data where Licensee has been given access to the DU Validation Service; and

   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:

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

   b. verifications of income, employment, or assets, or other forms of alternate documentation as described in the Selling Guide;

   c. the Uniform Residential Loan Application, including any attachments and supplements to it; and

   d. 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.

“Documentation” means recommendations, findings (including Codified Findings), analyses, and other reports generated by the Licensed Application, as well as the Selling Guide and any other guides and end-user manuals, quick steps, job aids, release notes, technical specifications, and other reference materials that Fannie Mae makes either generally or specifically available to Licensee in relation to the Licensed Application.

“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.

“Licensee Sites” means any telephone call centers or internet sites (or portion of internet sites) operated or hosted by Licensee for the benefit of Customers who input data to the Licensed Application through it, to permit them to obtain mortgage-related services or products from Licensee and where, or through which, Customers are able to obtain Consumer Findings.

“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.

“Pre-qualification 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.

“Subject Property” means the property that is the subject of a loan.

“Third-Party Data Source” means a Third-Party Licensor from whom Licensee orders Consumer Reports through the Credit Retrieval Module which are then transmitted through a Third-Party Application or who is designated on Fannie Mae’s website 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. **License.** For purposes of this Schedule, the Section of the General Terms entitled “License” is replaced with the following:

   Fannie Mae grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license under Fannie Mae’s intellectual property rights to:

   i. access and use the Licensed Application through its Authorized Users;

   ii. operate Licensee Sites;

   iii. use the Documentation; and

   iv. if Fannie Mae, in its sole discretion, provides Codified Findings to Licensee, to use them in accordance with the terms of the “Codified Findings” Section of this Schedule.

4. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled “Restrictions on Use” or any other provision in the General Terms or this Schedule, Licensee may use the Licensed Application’s Credit Retrieval Module, underwriting functionality, and Pre-qualification 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 Pre-qualification 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 Mortgage Loan Applications previously approved but not yet closed by Licensee:

      i. To request and receive additional Consumer Reports through the Credit Retrieval Module, when Licensee is requesting such reports in connection with its own Mortgage Loan Applications or Pre-qualification Analyses and has obtained the loan applicant(s)’ prior written permission to request such additional Consumer Reports, or because other circumstances exist which Licensee believes justify the request for such additional Consumer Reports under the FCRA;

      ii. to analyze and evaluate Consumer Data, including Consumer Reports when Licensee determines that data obtained subsequent to its initial approval may affect its prior underwriting approval decision; and

      iii. to request and receive Consumer Reports and analyze and evaluate Consumer Data in such reports when the loan applicant(s) request different loan terms or a different loan product than that originally requested by the loan applicant(s);

   d. With respect to Mortgage Loan Applications previously denied by Licensee, which denial decision has been communicated to the applicant(s):

      i. To request and receive Consumer Reports through the Credit Retrieval Module, when Licensee is requesting such reports in connection with its own Mortgage Loan Applications and Pre-qualification Analyses and has obtained the loan applicant(s)’ prior written permission to request such additional Consumer Reports; and

      ii. To analyze and evaluate Consumer Data, including Consumer Reports, when

         (1) Licensee determines that data obtained subsequent to its initial denial decision may affect its prior underwriting decision, and

         (2) Licensee intends to make and communicate an offer of credit to the applicant(s) if an approval recommendation decision is rendered by the Licensed Application as a result of consideration of the additional data obtained;

   e. To request and receive Consumer Reports and analyze and evaluate Consumer Data in such reports in conjunction with Licensee’s quality control program with respect to loans previously approved and closed by Licensee;

f. To update data previously submitted to the Licensed Application with respect to loans previously approved and closed by Licensee;

g. 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

h. 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 Codified Findings and display such Consumer Findings on Licensee 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:

      i. the Codified Findings are subject to change at any time and from time to time;

      ii. Licensee develops code based upon the Codified Findings at its own risk, cost, and expense;

      iii. 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;

      iv. 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;

      v. 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;

      vi. 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;

      vii. 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

      viii. 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 General 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 DU Findings Reports, with Customers; 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.

Licensee may also share the same information with a prospective purchaser of a loan underwritten with the assistance of the Licensed Application, provided Licensee simultaneously informs the prospective purchaser that any recommendation rendered by the Licensed Application does not constitute an approval or denial of a Mortgage Loan Application.

Unless otherwise required by law, no other sharing of the underwriting findings and recommendations, including the DU Findings Report, is permitted.

Except as otherwise expressly provided above, Licensee must not identify Fannie Mae as a provider of underwriting, pre-qualification, or other services in connection with any Licensee Site or otherwise in connection with this Schedule, and Licensee must not refer to Fannie Mae, as such, in its privacy statements.

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 SSA for the access, sharing, and use of the Loan Casefile and any associated findings when using the DU Messages API.

Notwithstanding anything to the contrary in any technology registration or other documents, Licensee acknowledges and agrees that it is not an approved Fannie Mae Seller/Servicer and Licensee shall not:

i. represent, state, or suggest (whether by act or omission) either directly or indirectly to any third party (including, without limitation, any investor, regulator, or customer) that it is a Fannie Mae Seller/Servicer;

ii. engage in any conduct or behavior that would lead any third party (including, without limitation, any investor, regulator, or customer) to conclude or assume that Licensee is a Fannie Mae Seller/Servicer; or

iii. assert any rights that could be derived from the status of an approved Fannie Mae Seller/Servicer.

7. **Limited Waiver/Enforcement Relief of Representations and Warranties.** Licensee acknowledges that as a Non-Approved Lender, Licensee is not permitted to sell loans to Fannie Mae and is not eligible for any waiver or enforcement relief of representations and warranties for mortgages underwritten with the Licensed Application.

8. **No Purchase Approval or Denial.** Licensee agrees that any recommendation rendered by the Licensed Application will not constitute an approval or denial of the Mortgage Loan Application by Fannie Mae or a commitment to purchase the loan by Fannie Mae.

9. **Limited Agency Relationship.** Notwithstanding the Section of the General 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 Pre-qualification 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:

   a. obtain Consumer Data for the sole purpose of performing a Pre-qualification Analysis or making an underwriting recommendation, and

   b. 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.

10. **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 SSA, such agreements 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. Licensee may not rely solely on Verification Reports ordered by third parties.

    c. Responsibility. In no event is Fannie Mae 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 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.

11. **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 does 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.

12. **Notification to Borrower.** Licensee acknowledges that it may be required to provide certain disclosures to Customers such as when the Licensee denies or unfavorably changes the terms requested in the Mortgage Loan Application or determines that a prospective mortgage loan applicant would not qualify for a loan or for a particular loan amount as a result of a Pre-qualification Analysis. Such disclosure obligations may be imposed under the FCRA, ECOA, and other federal and state laws and regulations. Licensee agrees that it bears sole responsibility for complying with such disclosure obligations and that such obligations are in no event to be considered imposed upon or shared by Fannie Mae.

13. **Recordkeeping.** In addition to the provisions of the Section of the General Terms entitled "Recordkeeping," the following applies:

    Licensee agrees that it may be required to maintain records of certain data pursuant to ECOA and other state and federal laws and regulations. Licensee agrees that:

a. it bears sole responsibility for such obligation;

b. it may need to download data from the Licensed Application into its own systems storage facilities (which may include a Third-Party Application) or make copies of such data from the Licensed Application in order to generate or obtain information necessary to meet such recordkeeping requirements; and

c. in no event is Fannie Mae responsible for maintaining any such data for Licensee or for providing Licensee with any such data at any time, either in electronic or hard-copy format.

14. **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.

15. **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.

16. **Compliance with Laws and Program Requirements.** For purposes of this Schedule, Licensee's obligation to comply with laws, as established in the Section of the General Terms entitled "Additional Provisions," is replaced with the following:

    a. Licensee acknowledges that its activities, whether or not the Licensed Application is used 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 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 are in no event to 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 Third-Party Licensors, agents or representatives.

    Throughout the term of this Schedule, Licensee shall remain compliant with the eligibility requirements and shall promptly produce evidence of the same upon the request of Fannie Mae.

    b. 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 TILA.

17. **Litigation and Enforcement Actions.** Licensee must notify Fannie Mae in accordance with the requirements of the Section of the General 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.

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

19. **Lender Contract.** The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including loan eligibility requirements, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.

20. **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 General 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.

21. **Suspension or Termination; Authorizing Agencies.** Licensee agrees that:

    a. notwithstanding any provision to the contrary in the SSA, 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:

        i. Licensee is unacceptable as a licensee of Desktop Underwriter for Government Loans or

        ii. 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,

    b. 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 SSA, Licensee hereby authorizes Fannie Mae to

        i. 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

        ii. provide the applicable Agency with periodic reports regarding its status as a licensee of Desktop Underwriter for Government Loans.

22. **Marketing.** Licensee agrees that it is solely responsible for marketing Licensee Sites, including the recruitment of Customers.

23. **Support; No Duty to Monitor.** Fannie Mae may make online resources such as job aids, quick steps and recorded presentations relating to the use of the Licensed Application available to Licensee from time to time and may provide Licensee additional online support related to the introduction and implementation of the Licensed Application to Licensee. Notwithstanding the above, 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 and the Licensee Sites and for all other support and assistance.

    Suspension or Termination for Cause. In addition to, and not in limitation of, Fannie Mae's rights under the General Terms Section entitled "Termination" and various Sections in this Schedule, Fannie Mae reserves the right to immediately without notice, at any time and in its sole discretion suspend or terminate this Schedule or Licensee's access to the Licensed Application if Licensee is found to be in breach of any of its obligations under this Schedule. Fannie Mae has no liability to Licensee or otherwise for any such action. Fannie Mae will promptly notify Licensee of any such suspension or termination and its terms.

24. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.

25. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Document Certification

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as “Document Certification”, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a “**Licensed Application**”), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application provides certain custodial functionality, including the ability to review and compare data on borrower-signed notes obtained from lenders with data pertaining to the same notes as submitted to Fannie Mae’s systems by lenders.
2. **Extraterritorial Use**. The Licensee may access and use the Licensed Materials or any data contained in, or generated by, the Licensed Application through its Permitted Authorized Users located in India or the Philippines. “**Permitted Authorized Users**” means Authorized Users other than partners, agents, and contractors.
3. **Suspension or Termination for Cause.** In addition to, and not in limitation of, Fannie Mae’s rights under the General Terms Section entitled “Termination,” Fannie Mae reserves the right to immediately without notice, at any time and in its sole discretion, suspend or terminate this Schedule or Licensee’s access to the Licensed Application if Licensee is found to have misused the Licensed Application or used the Licensed Application for other than its intended purposes.

EarlyCheck

Schedule (for Non-Seller/Servicers)

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as EarlyCheck™, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application provides functionality used to identify loan data issues prior to loan delivery.

2. **Definitions.** The following terms are used in this Schedule as defined below:

   "Codified Findings" means any results files, results 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.

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

   "Validation Identification Number" means the unique identifier assigned by the Licensed Application to a collection of data related to a Mortgage Loan Application which may include underwriting recommendations, data comparisons, data validations, reports, and other information.

   a. Authorized User. In the "Definitions" Section of the General Terms, the definition of "Authorized User" is replaced with the following:

   "**Authorized User**" means any employee, individual Independent Contractor, or employee of an Independent Contractor of Licensee, or loan origination or other system used by Licensee, registered by Licensee, or by Fannie Mae on Licensee's behalf, who is authorized to use the Licensed Application and has been issued an active Authentication Credential. The term "Authorized User" refers additionally to any loan origination or other system that constitutes a Third-Party Application, but only to the extent such system specifically facilitates Licensee's access to and use of the Licensed Application. Licensee is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA.

   b. Independent Contractor. The following term is added to the "Definitions" Section of the General Terms:

   "**Independent Contractor**" means any individual or company who: (i) is an independent contractor and (ii) requires access to the Licensed Application in order to perform services which it is actively providing to Licensee, as Licensee's agent.

3. **License.** The Section of the General Terms entitled "License" is replaced with the following:

   Fannie Mae grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license under Fannie Mae's intellectual property rights to access and use the Licensed Application through its Authorized Users during the term of this Schedule and, if Fannie Mae, in its sole discretion, provides Codified Findings to Licensee, to use them in accordance with the terms of the "Codified Findings" section of this Schedule. The Licensed Application is licensed to Licensee on a company-wide subscription basis.

4. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms captioned "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee may only access and use the Licensed Materials in association with loans Licensee is considering for sale to Fannie Mae.

5. **Codified Findings.** The following terms apply if Fannie Mae provides Codified Findings to Licensee:

   a. Licensee may use the Codified Findings to:

i. populate its databases and other downstream systems with data points including, by way of illustration, special feature codes;

ii. create automated decisioning and actionable items based on data parsed from the Codified Findings;

iii. customize, add, or suppress messaging to be compatible with Licensee's specific requirements; and

iv. create reports and analyses.

b. Licensee agrees that:

i. the Codified Findings are subject to change at any time and from time to time;

ii. Licensee develops code based upon the Codified Findings at its own risk, cost, and expense;

iii. 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;

iv. Licensee may not modify, alter, or translate the Codified Findings in such a way as to materially alter the substance of any finding issued by the Licensed Application; and

v. if there is any inconsistency between the findings or results issued by the Licensed Application and the Codified Findings, the findings or results issued by the Licensed Application will govern.

Licensee further acknowledges and agrees that the Codified Findings are provided as a convenience only, and that Licensee's use of such Codified Findings 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 the Codified Findings is solely Licensee's responsibility, and Fannie Mae, its Third-Party Licensors, and its Third-Party Providers shall not be responsible in any way for any such use or liability.

6. **No Purchase Approval or Denial.** Licensee agrees that: (i) any results issued by the Licensed Application will not constitute an approval or denial of the Mortgage Loan Application by Fannie Mae or a commitment to purchase the loan by Fannie Mae and (ii) Fannie Mae makes no representation or warranty that the Licensed Application will identify any or all errors or issues that may cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.

7. **Mandated Disclosures.** Licensee expressly agrees that it bears sole responsibility for any disclosure and other obligations arising under federal, state, and local laws and regulations relating to Mortgage Loan Applications and that such obligations in no event should be considered imposed upon or shared by Fannie Mae by virtue of Licensee's use of the Licensed Application.

8. **Validation Identification Numbers.** Licensee's disclosure of a Validation 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 that collection of data assigned such Validation Identification Number (for which Fannie Mae has no liability) and authorization to Fannie Mae to provide the third party with such access.

9. **Termination.** In addition to the termination provision in the Section of the General Terms entitled "Term and Termination," Fannie Mae may, at any time and without cause, immediately suspend or terminate Licensee's right to access and use the Licensed Applications, or may terminate this Schedule, upon notice to the Licensee.

Income Calculator

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as Income Calculator, together with, as permitted, any API associated with the application referenced in this Schedule, or other application which provides similar functionality to that described in this Section (each, a "**Licensed Application**"), pursuant to this Schedule and the General Terms and Conditions between Fannie Mae and Licensee (the "**General Terms**") into which this Schedule is incorporated (together, the "**Agreement**"). As of the effective date of this Schedule, the Licensed Application supports calculation of self-employed borrower income based on their income document data, and production of a written analysis related to the calculation.

2. **Definitions.** The following terms are used in this Schedule as defined below:

   "Approved TSP" means a technology service provider (TSP) authorized to provide access to the Licensed Application via an integrated solution. Fannie Mae will maintain a list of Approved TSPs and make the list available to Licensee at https://singlefamily.fanniemae.com/integrated-vendor-list. Fannie Mae will also update the list to add or remove Approved TSPs, as necessary.

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

   "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.

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

3. **Protection.** For purposes of this Schedule, "Licensed Materials," as referred to in the General Terms Section entitled "Ownership," includes screen output, reports and other data produced by the Licensed Application, whether in printed form or otherwise.

4. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:

   a. Licensee may only access and use the Licensed Application, including reports and other data produced by the Licensed Application, whether in printed form or otherwise, in connection with residential mortgage loans Licensee is considering originating, or in connection with Fannie Mae loans that Licensee insures or that a Fannie Mae seller/servicer has asked or may ask Licensee to insure.

   b. If Licensee accesses the Licensed Application via an integrated solution, Licensee must obtain such access from an Approved TSP.

   c. Licensee may not use the Licensed Application, including the report and other data produced by the Licensed Application, as the sole basis for:

      i. credit evaluation or making a credit decision; or

      ii. refusing coverage, rescission, cancellation, claim denial, claim curtailment, and premium increases.

   d. Licensee may not market or sell screen output, reports and other data produced by the Licensed Application, whether in printed form or otherwise.

   e. Licensee may not use the Licensed Application, including the report and other data produced by the Licensed Application to:

      i. offer tax advice to Customers (e.g. evaluating an income in January, before a borrower has filed their return, and using the tool's result to tell the consumer how to report certain income or expenses),

      ii. create fraudulent tax returns or avoid fraud detection,

iii. select refinance targets or sell ancillary services, or

iv. adversely select loans for delivery to Fannie Mae.

Fannie Mae reserves the right to immediately suspend or terminate Licensee's right to access and use the Licensed Application if it determines, in its sole discretion, that Licensee has violated the terms of this Section, misused the Licensed Application, or otherwise used the Licensed Application for other than its intended purpose.

5. **Acknowledgments.** Licensee acknowledges and agrees that:

   a. Licensee is responsible for the accuracy and completeness of all data it or its Approved TSP submits to the Licensed Application, and Fannie Mae does not have any obligation to authenticate the source of, or verify the accuracy of, any such data;

   b. Fannie Mae has not reviewed or validated the process used by any Approved TSP to extract data from source documents, nor has it confirmed that any borrower tax returns used as source documents were filed with the Internal Revenue Service;

   c. no personally identifiable information (PII) will be submitted to the Licensed Application;

   d. Licensee will receive a report generated by the Licensed Application that includes the calculated monthly qualifying income and other findings;

   e. Licensee is not required to use the monthly qualifying income amount calculated by the Licensed Application for loans delivered to Fannie Mae;

   f. 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;

   g. any finding or determination 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; and

   h. the Licensed Application may collect more than the minimum data required to perform the monthly qualifying income calculation.

6. **Unauthorized Representations; Sharing of Findings and Recommendations.** Notwithstanding the provisions of the Section of the General Terms entitled "Unauthorized Representations," Licensee may share findings generated by the Licensed Application with third parties, including Customers; provided, that:

   a. such findings are shared in a manner that makes the information understandable and meaningful to the recipient, and

   b. if the findings are shared with Customers and contain any reference to Fannie Mae, Licensee clearly and conspicuously informs the Customer in writing that any finding 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 finding be interpreted as an indicator that a Mortgage Loan Application is likely to be approved or denied.

   Unless otherwise required by law, no other sharing of findings is permitted.

   Except as otherwise expressly provided above, Licensee must not identify Fannie Mae as a provider of services in connection with this Schedule, and Licensee must not refer to Fannie Mae, as such, in its privacy statements.

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 in its sole discretion. Additionally, except as otherwise expressly provided above, Licensee may not disclose, aggregate or distribute findings, messages, reports or other data 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. **DU Findings Report Messages.** DU Findings Report messages supersede any messages generated by the Licensed Application unless instructed otherwise in a written notice from Fannie Mae.

9. **Termination.** In addition to Fannie Mae's rights under the General Terms Section entitled "Termination," Fannie Mae may terminate this Schedule without cause immediately upon written notice to Licensee.

10. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.

11. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Lender Record Information (Form 582)

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as "Lender Record Information (Form 582)", together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application provides certain lender certification reporting functionality, including the ability to submit electronically required annual lender reports (Form 582) to Fannie Mae.
2. **Restrictions on Use.** Licensee shall use the Licensed Application only in conjunction with the activities contemplated by its Mortgage Selling and Servicing Contract with Fannie Mae. Licensee is responsible for assuring that the Chief Financial Officer of Licensee reviews and approves each Lender Record Information (Form 582) prior to its transmission to Fannie Mae.
3. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.
4. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Loan Delivery Wire Administration

Schedule (for Non-Seller/Servicers)

1. **Licensed Application.** Fannie Mae licenses to Licensee the Wire Administration module within Fannie Mae's Loan Delivery application, together with any related APIs, and any other module or application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application includes certain functionality and features enabling warehouse lenders, disbursement agents, and other entities to accept certain associations proposed by Fannie Mae Approved Lenders and confirm wire instructions identified with those associations by the Approved Lenders.
2. **Acknowledgments.** Licensee acknowledges and agrees that:
   a. Licensee shall keep its customers that maintain wiring instructions in the Licensed Application apprised of accurate and complete wiring instruction information pertaining to Licensee's relationship with them and otherwise assist them in their submission and maintenance of accurate and complete wiring instructions in the Licensed Application;
   b. Licensee will confirm, no less frequently than annually, the accuracy and completeness of wiring instructions pertaining to it that are existent in the Licensed Application;
   c. Fannie Mae is not responsible for the accuracy, completeness, or currency of the wiring instructions in the Licensed Application and disclaims all liability associated with wiring instruction information;
   d. confirmations and rejections of wiring instructions by Licensee will be made in the Licensed Application only by authorized representatives of Licensee;
   e. Fannie Mae is entitled to rely on wiring instructions that have been confirmed in the Licensed Application by Licensee, notwithstanding any instructions to the contrary on Licensee's bailee letters; and
   f. the name Licensee submits to the Licensed Application to identify Licensee will be identical to the name that appears on Licensee's bailee letters.
3. **Suspension or Termination for Cause.** In addition to, and not in limitation of, Fannie Mae's rights under the General Terms Section entitled "Termination" Fannie Mae reserves the right to immediately without notice, at any time and in its sole discretion suspend or terminate this Schedule or Licensee's access to the Licensed Application if Licensee is found to be in breach of its obligations under this Schedule, has misused the Licensed Application, or has used the Licensed Application for other than its intended purposes.
4. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.
5. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

MarketPoint

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as MarketPoint™, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms.

   As of the effective date of this Schedule, the Licensed Application is a consolidated, widgets-based technology platform that provides users with self-service tools to engage in certain loan pricing and committing-related activities with Fannie Mae.

2. **General.** Licensee's rights and obligations related to the committing process are as set forth in the Lender Contract and use of the Licensed Application in no way alters Licensee's obligations to Fannie Mae with respect to such loans, including the obligation to ensure that in compliance with all applicable laws and other requirements of the Lender Contract. Similarly, use of the Licensed Application will have no bearing on the terms of any other associated applications licensed by Fannie Mae which provide similar or related functionality, even if Licensee is afforded access to such applications via MarketPoint. All terms associated with other applications that Licensee has agreed to will remain in effect, unless and until terminated in accordance with the terms of the applicable Schedule.

3. **Authorized User.** For purposes of this Schedule, the term "Authorized User" includes individuals (i) working for Third-Party Providers retained by Licensee to perform mortgage-related services on their behalf that require access to the Licensed Application and (ii) who have obtained Authentication Credentials as a result of Licensee's actions or Fannie Mae's actions on Licensee's behalf. Licensee is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA. This Schedule is effective as of the date on which access is first made available to Licensees and will remain in effect unless and until terminated pursuant to the terms of this Schedule.

4. **Restrictions on Use.** Without limiting the provisions in the Section of the General Terms entitled "Restrictions on Use," Licensee's right to access and use the Licensed Application and to use the associated Documentation are conditioned upon limiting its use of the Licensed Application, including reports and other output, for purposes of making servicing-released whole loan commitments and viewing loan-level pricing.

5. **Loan-Level Price Adjustments.**
   a. Fannie Mae may apply one or more loan-level price adjustments ("**LLPAs**"), each specific to a particular Licensee, on a loan-level basis. All such LLPAs:

      i. will be (1) based on certain eligibility and other loan characteristics, (2) cumulative, and (3) calculated and applied under the terms and conditions provided in the Selling Guide;

      ii. will be communicated to Licensee though the Licensed Application, will be applicable for the period specified (unless terminated sooner as set out below) and Licensee will be solely responsible for accessing the data provided;

      iii. will not obligate Fannie Mae to provide notice to Licensee of their availability or unavailability in the Licensed Application; and

      iv. will be offered to Licensees at Fannie Mae's sole discretion and are not negotiable.

   b. Fannie Mae reserves the right to change, terminate or add such LLPAs and may also modify or terminate the process for providing such LLPAs through the Licensed Application at any time, provided that such modification or termination will not impact the pricing or applicability of the LLPAs applied to loans sold under any confirmed, yet outstanding,-MBS commitments at the time of the effective date of the modification or termination, or for any whole loans already sold to Fannie Mae, unless required by Fannie Mae's regulator or conservator.

c. Notwithstanding the foregoing, LLPAs that generally apply to all Licensees will be communicated via the LLPA Matrix and all charges associated with such LLPAs will be assessed based on the terms provided in that document as well as the Selling Guide.

6. **Acknowledgments.** Licensee acknowledges that:
   a. Fannie Mae makes no representations or warranties as to the availability or accessibility of the Licensed Application or the participation of any Lender in the Licensed Application;
   b. Licensee will have no recourse to Fannie Mae in the event of issues arising in connection with the accuracy and completeness of any information that Licensee obtains from the Licensed Application and uses or relies upon in any way; and
   c. FANNIE MAE DOES NOT ASSUME ANY OBLIGATIONS, DUTIES OR LIABILITIES WITH RESPECT TO THE SERVICES PROVIDED USING THE LICENSED APPLICATION.
7. **Rights in Improvements.** Without limiting the generality of the terms of the Section of the Fannie Mae Selling Guide entitled "Confidentiality of Information," Licensee agrees that Fannie Mae is the sole and exclusive owner of (and Licensee assigns to Fannie Mae) all of Licensee's proposed or suggested changes, modifications, upgrades or enhancements in design, functionality or otherwise to the Licensed Application or any successor solutions, without any recourse or obligation to Licensee. Licensee agrees that Fannie Mae is under no obligation to consider or implement any changes, modifications, upgrades or enhancements recommended or requested by Licensee.
8. **Lender Contract.** The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including servicing requirements, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.
9. **Termination.** In addition to Fannie Mae's rights under the General Terms Section entitled "Termination," Fannie Mae may terminate this Schedule without cause immediately upon written notice to Licensee.
10. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this schedule that contemplates its continuing effectiveness will survive any termination of this Schedule or the SSA.

MBS Trading Portal

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as the MBS Trading Portal, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application serves as an electronic trading platform that is intended to facilitate the purchase and sale of certain mortgage-backed securities (MBS) issued by Fannie Mae, Freddie Mac and Ginne Mae (collectively, "**Agency MBS**").

2. **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, including the Selling Guide, as amended, modified, or supplemented from time to time (collectively, the "**Fannie Mae Requirements**").

3. **Restrictions on Use.** Without limiting the terms of the General Terms Section entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee may only access and use the Licensed Application to conduct trading activities, specifically the buying or selling of Agency MBS.

4. **Evidence of Trade.** The Licensed Application's confirmation of a trade as "Accepted," together with the relevant sections of the Selling Guide and any applicable MBS trading agreement between Licensee and Fannie Mae, constitutes the conclusive evidence of a trade and the terms between Fannie Mae and Licensee with respect to the trade described in the confirmation.

5. **Indicative Pricing.** If indicative pricing is displayed to Licensee, Licensee acknowledges and understands that such pricing is not the actual pricing and is subject to increase or decrease prior to acceptance of the trade.

6. **Order of Precedence; Securities Agreements.** In addition to this SSA, Licensee's use of the Licensed Applications is subject to the terms and conditions of the Master Securities Forward Transactions Agreement between Licensee and Fannie Mae. Where there is a conflict between the terms of this SSA and the terms of the applicable Master Securities Forward Transactions Agreement, the terms of the latter will prevail. However, the fact that a term appears in one or more of the applicable Master Securities Forward Transactions Agreement and not in this SSA will not be deemed to be a conflict for purposes of this SSA.

7. **Third-Party Access; Authorized User.** Licensee may not designate third parties to access or use the Licensed Application, unless such third party is an "Authorized User" of Licensee. For purposes of the electronic trading platform, the term "Authorized User" includes individuals working for Third-Party Providers retained by the Licensee to perform mortgage-related services requiring access to the Licensed Application on the Licensee's behalf, or third-party originators (such as mortgage brokers or correspondents that are affiliated with Licensee) that require access to the Licensed Application, and who have obtained Authentication Credentials as a result of the Licensee's actions. Licensee is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA.

8. **Termination**. Fannie Mae reserves the right to immediately suspend or terminate any relationship established between a Licensee and a third party by and for the Licensed Application at any time, in its sole discretion.

9. **Indemnification**. Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.

10. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Mortgage Insurer Applications

Schedule

1. Licensed Application. Fannie Mae licenses to Licensee the suite of applications known as the “Mortgage Insurer Applications”, which includes the CETS Portal, Collateral Data Delivery Service (CDDS), Collateral Underwriter® (CU™), Condo Project Manager™ (CPM™), Fannie Mae Connect™ and Property Data API Review Tool (PDART), together with any related APIs, and the DU® Messages API, and any other application that provides similar functionality to that described in this Schedule (each, a “**Licensed Application**”), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Applications allow Licensee to:
    a. view condo project approvals;
    b. identify potential appraisal issues, including property-related data issues prior to and after loan delivery;
    c. conduct quality control by assessing the accuracy of property data submissions;
    d. retrieve CU risk scores, flags and messages;
    e. retrieve messages and flags generated by Desktop Underwriter® (DU®) that appear on the DU Findings Report;
    f. review and share credit enhancement policy information, including the exchange of data, that is subject to a data-sharing agreement, via a secure file transfer method selected by Fanne Mae;
    g. identify potential loan eligibility issues, including conflicting loan data attribute issues prior to and after loan delivery; and
    h. view, export, or print reports related to these activities.
2. Suspension or Termination for Cause. In addition to, and not in limitation of, Fannie Mae’s rights under the General Terms Section entitled “Termination,” Fannie Mae reserves the right to immediately suspend or terminate this Schedule or Licensee’s access to the Licensed Application without notice, at any time and in its sole discretion, if Licensee is found to have misused the Licensed Application or used the Licensed Application for other than its intended purposes.
3. Indemnification. Licensee’s obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.
4. Survival. In addition to the provisions referred to in the Section of the General Terms entitled “Survival,” any provision of this Schedule that contemplates its continuing effectiveness, including “Indemnification,” will survive any termination of this Schedule or the SSA.

Part I

1. Condo Project Manager. The following terms apply with regard to Condo Project Manager (the “**Licensed Application**” under this Section):
    a. <u>Rights in Data</u>. For purposes of this Schedule, the following sentence is added after the first sentence in the Section of the General Terms entitled “Rights in Data”:

        Without limiting the foregoing, all data, materials and records (including data and materials compiled from records) representing, related to, associated with or based on condominium or shared ownership structured projects that are submitted to the Licensed Application are Fannie Mae’s property regardless of the physical form or characteristics of the data, materials or records or whether they are developed by others.

    b. <u>Acknowledgments</u>. Licensee acknowledges the following:
        i. Project eligibility, as determined by the Lender and the Licensed Application, is based solely on the data entered into the Licensed Application and certified by the Lender subject to Fannie Mae’s policies and guidelines pertaining to eligibility for loan delivery to Fannie Mae.

ii. Fannie Mae reserves the right to change a project eligibility status if information acquired after certification has an impact on a previously issued eligibility determination, as determined by Fannie Mae in its sole discretion.

iii. Results or findings generated by the Licensed Application do not constitute a commitment by Fannie Mae to purchase any loan. If Licensee obtains knowledge of any information that could impact the eligibility status reflected in the Licensed Application, the Licensee must update the relevant data that has been submitted to the Licensed Application as soon as practicable but, in all events, no later than 5 business days after becoming aware of such information.

iv. The Licensed Application may not identify all errors or issues that would cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.

v. Any finding or determination 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.

c. <u>CPM Identification Numbers</u>. Licensee's disclosure of a CPM Identification Number, including a project or phase ID, to a third party, including aggregators, is deemed to be the Licensee's consent to the third party's access to that collection of data assigned such CPM Identification Number (for which Fannie Mae will have no liability) and authorization to Fannie Mae to provide the third party with such access.

d. <u>Grant of Rights and Imposition of Obligations.</u> The rights granted in this Schedule do not entitle Licensee to use the Licensed Materials, or any technology or intellectual property contained within them, as reference or inspiration for developing or creating another product, tool or technology in any way based upon the Licensed Application. Licensee agrees that Licensee will not, by the terms of this Schedule, obtain any rights to any ideas or concepts embodied within the Licensed Materials which may be retained in intangible form by individuals who have had access to them.

2. **Property Data API Review Tool; Collateral Data Delivery Service; Collateral Underwriter.** The following terms apply with regard to PDART, CDDS (and related APIs), and CU (each, the "**Licensed Application**" under this Section):

a. <u>Overview</u>. PDART is an application that helps facilitate quality control on property data provided through the property data collection process. Users can assess the accuracy of the property data, identify potential property issues, and confirm that the data provided to Fannie Mae aligns with the user's internal representation of the data. CDDS is a Fannie Mae service at the back-end of the Uniform Collateral Data Portal ("**UCDP**"), which is jointly used by the GSEs for purposes of the electronic collection of appraisal data. CDDS allows mortgage insurers to retrieve CU risk scores, flags, and messages.

b. <u>Restrictions on Use</u>. Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:

i. Licensee must limit its use of the Licensed Application, including its risk scores, reports, findings, messages images, and other output, in printed form or otherwise (collectively, the "**Output**") to the following as related to appraisals and property data collections for Fannie Mae loans that Licensee insures, or related to appraisals and property data collections for loans that a Fannie Mae seller/servicer has asked, or may ask, Licensee to insure and that may have been submitted to the UCDP:

(1) The management of collateral risk;

(2) Protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability;

(3) Reconciliation of appraisal variances with its lender customers;

(4) Realization of efficiencies in determining eligibility for rescission relief related to property value;

(5) Pursuit of greater alignment of mortgage insurance rescission relief with GSE repurchase relief;

(6) Support of calculation of Private Mortgage Insurer Eligibility Requirements ("**PMIERs**"); and

(7) Performance of quality control reviews and routine portfolio monitoring

ii. Licensee may not use the Licensed Application, including the Output as the sole basis for:

(1) credit evaluation;

(2) making a credit decision;

(3) refusing coverage;

(4) rescission;

(5) cancellation;

(6) claim denial;

(7) claim curtailment; and

(8) premium increases.

iii. If the Licensee uses any Output generated by the Licensed Application as the basis for providing rescission relief without a review of each appraisal by a qualified underwriter, it must do so in compliance with the PMIERs in effect at the time the Licensee (referred to as the "approved insurer" in the PMIERs) offers its rescission relief. Licensee acknowledges that as of the date of this agreement, PMIERs (dated September 27, 2018) Section 404 ("Use of Automated Tools") requires the Licensee to test any automated tool that supports a validation process that is used by an approved insurer to conduct independent validation that is the basis for granting any early rescission relief. Such testing must include a risk review analysis that concludes that the recommendations or output of that automated validation tool are aligned with the approved insurer's credit risk tolerances, including those germane to any subsequent automated tool version updates. If the approved insurer's analysis suggests that material discrepancies exist between its credit risk tolerances and the automated validation tool's recommendations or outputs, the approved insurer must take appropriate steps to address these discrepancies, which would include adding eligibility overlays or discontinuing the use of, deference to, or reliance upon that automated tool.

iv. Licensee may access and use CDDS and CU to review an appraisal or property data collection if it has obtained from its lender customer (1) the Fannie Mae DocFile ID associated with that appraisal or property data collection, (2) the subject property zip code, and (3) the subject property appraised value. Licensee must inform its lender customers that it intends to use the DocFile ID to review the related appraisal or property data collection using the Licensed Application, which survive any termination of this Schedule or the SSA. In the case of PDART, a Property Data ID, rather than a DocFile ID, is required in addition to the property address for the subject property.

c. Appraisals. Licensee agrees to the following:

i. The Licensed Application does not "approve" or "deny" appraisals, nor does the absence or presence of flags or messages generated by the Licensed Application indicate an appraisal is acceptable or unacceptable. Licensee is responsible for the assessment of the data reviewed within the Licensed Application.

ii. 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.

iii. Licensee has obtained requisite authorization to access, review, and use appraisals and related data that has been procured through the Licensed Applications.

d. Third-Party Access. Licensee may not designate or allow any third parties other than its independent and affiliated underwriting and quality control contractors ("**Approved Contractors**") to use the Licensed Application or otherwise have access to Output. Further, Licensee's Approved Contractors may not (A) disclose, aggregate, or distribute Output to third parties or (B) use Output for any purpose other than assisting Licensee in Licensee's pursuit of the purposes identified in Section 3(b)(i). Licensee assumes full responsibility for the consequences of such Approved Contractors disclosure and use of the Licensed Application and Output in violation of the SSA.

e. Guarantee by Licensee. If Licensee designates an agent or other third party to use the Licensed Application or otherwise provides a third party access to the Licensed Application, whether in compliance with or in violation of the terms of this SSA, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the General Terms and this Schedule, and will retain all obligations and liabilities under the General Terms and this Schedule in connection with that party's access to and use of the Licensed Application.

f. Appraisal Sharing and Disclosure of DocFile ID. If Licensee directs the Licensed Application to share an appraisal or other data associated with a DocFile ID with a third party or if Licensee discloses a DocFile ID to a third party, including an agent, Licensee will be deemed to have authorized Fannie Mae to provide the third party with access to all data associated with the appraisal or DocFile ID. Licensee indemnifies and holds Fannie Mae harmless from all Losses arising from providing such access.

g. Termination of Relationships. Fannie Mae reserves the right to immediately suspend or terminate any relationship established between Licensee and a third party by and for the Licensed Application at any time, at its sole discretion.

Part II

DU® Messages API

1. **Additional Terms.** The additional terms and conditions in this Part II apply to the Licensed Application known as the DU Messages API (the "**Licensed Application**" under this Section).

2. **Definitions.** The following terms are used in this Part II as defined below:

    "Casefile ID" means the unique Loan Casefile identification number assigned to the Loan Casefile.

    "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:

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

    b. verifications of income, employment, or assets, or other forms of alternate documentation as described in the Selling Guide;

    c. the Uniform Residential Loan Application, including any attachments and supplements to it; and

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

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

    "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.

    "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, analyses, reports and other output generated by DU, all of which are logically associated in a single file and assigned a unique Casefile ID.

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

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

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

"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.

"Universal Loan Identifier" means a number that a financial institution assigns to the loan or application pursuant to Home Mortgage Disclosure Act (HMDA) Section 1003.4(a)(1)(i).

3. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:
    a. Licensee must limit its use of the Licensed Application, including its risk scores, reports, findings, messages images, and other output, in printed form or otherwise (collectively, the "**Output**") to the following as related to Fannie Mae loans that Licensee insures, or for loans that a Fannie Mae seller/servicer has asked Licensee to insure and that have been submitted to DU:
        i. The management of credit eligibility risk;
        ii. Protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability;
        iii. Reconciliation of selling variances with its lender customers;
        iv. Realization of efficiencies in determining eligibility for rescission relief;
        v. Pursuit of greater alignment of mortgage insurance rescission relief with GSE repurchase relief;
        vi. Support of calculation of Private Mortgage Insurer Eligibility Requirements ("**PMIERs**"); and
        vii. Performance of quality control reviews and routine portfolio monitoring.
    b. Licensee may not use the Licensed Application, including the Output, in printed form or otherwise, as the basis for:
        i. credit evaluation;
        ii. making a credit decision;
        iii. refusing coverage;
        iv. rescission;
        v. cancellation;
        vi. claim denial
        vii. claim curtailment; or
        viii. premium increases.
    c. Licensee may access and use DU Messages API to review Output if it has obtained from its lender customer one of the following combinations: (1) Casefile ID and borrower last name, (2) Casefile ID and Subject Property zipcode, or (3) Casefile ID and Universal Loan Identifier. Licensee must inform its lender customers that it intends to use the Casefile ID to review the related Output using the Licensed Application, which survives any termination of this Schedule or the SSA.
    d. Licensee must (1) access and use the Licensed Application in accordance with all applicable laws, including the Gramm-Leach-Bliley Act, 15 U.S.C. §6801-6809, and (2) not permit any mortgage broker, third party service provider,

or other entity to access the Licensed Application. 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 Licensed Application to obtain such data on consumers until AFTER receiving the consumer's prior consent to access such data;

e. Licensee shall not use (or permit its Authorized Users to use) the Licensed Application to engage in any origination or underwriting for its own account or any activity that would be prohibited by Selling Guide B2-1.2-04, Prohibited Refinancing Practices; and

f. Licensee shall not redistribute the Licensed Application to any third parties.

4. **Acknowledgments.** Licensee acknowledges and agrees to the following:

   a. The Licensed Application does not "approve" or "deny" Mortgage Loan Applications, nor does the absence or presence of flags or messages generated by the Licensed Application indicate a Mortgage Loan Application is acceptable or unacceptable. Licensee is responsible for the assessment of the Output of the Licensed Application.

   b. Licensee has obtained requisite authorization to access, review, and use the Output and related data that has been procured through the Licensed Application.

   c. Nothing in this Schedule or the General Terms grants Licensee a license to access and use DU.

5. **Unauthorized Representations; Sharing of Findings and Recommendation.** Unless otherwise required by law, no sharing of the Output is permitted. Licensee must not identify Fannie Mae as a provider of underwriting, pre-qualification or other services in connection with this Schedule, and Licensee must not refer to Fannie Mae, as such, in its privacy statements.

   The Licensed Application enables a Licensee to automate the retrieval of messages provided on the DU Findings Report. Because the Licensed Application enables the retrieval of the Output, 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 Output when using the Licensed Application.

6. **Loan Casefile Identification Numbers.** Licensee may not disclose a Casefile ID to any third party for any purpose. Licensee represents and warrants that it is authorized by the originating lender to access the information generated by the Licensed Application. If Licensee discloses a Casefile ID to a third party in violation of this Section, including an agent, Licensee will be deemed to have authorized Fannie Mae to provide the third party with access, including access through the DU Messages API, to all data associated with the DU Messages API or Casefile ID. Licensee indemnifies and holds Fannie Mae harmless from all Losses arising from providing such access.

7. **Guarantee by Licensee.** If Licensee designates an agent or other third party to use the Licensed Application or otherwise provides a third party access to the Licensed Application, whether in compliance with or in violation of the terms of this SSA, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the General Terms and this Schedule, and will retain all obligations and liabilities under the General Terms and this Schedule in connection with that party's access to and use of the Licensed Application.

8. **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 DU 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. Output for Informational Purposes Only. The Output generated or reported by the Licensed Application are for informational purposes only. In no event does the absence or presence of flags or messages generated or reported by the Licensed Application indicate that an appraisal is acceptable or unacceptable. Output 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 Output 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.

9. **Recordkeeping.** In addition to the provisions of the Section of the General Terms entitled "Recordkeeping," Licensee agrees that it may be required to maintain records of certain data pursuant to ECOA and other state and federal laws and regulations. Licensee agrees that (a) it bears sole responsibility for such obligation, (b) it may need to download data from the Licensed Application into its own systems storage facilities (which may include a Third-Party Application) or make copies of such data from the Licensed Application in order to generate or obtain information necessary to meet such recordkeeping requirements, and (c) in no event is Fannie Mae responsible for maintaining any such data for Licensee or for providing Licensee with any such data at any time, either in electronic or hard-copy format.

10. **Compliance with Laws.** For purposes of Part II of this Schedule, Licensee's obligation to comply with laws, as set forth in the Section of Appendix A of the General Terms entitled "Compliance with Laws," is replaced with the following:

    Licensee acknowledges that its activities with respect to the Licensed Application, and those of its Authorized Users, whether or not the Licensed Application is used 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 (a) it holds all applicable licenses and authorizations in all jurisdictions in which it conducts its business pursuant to Applicable Laws, (b) such licenses and authorizations are current and are fully in effect, and (c) 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 are in no event to 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 Third-Party Licensors, agents or representatives.

11. **Litigation and Enforcement Actions.** Licensee must notify Fannie Mae in accordance with the requirements of the Section of the General 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.

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

13. **Grant of Rights and Imposition of Obligations.** The rights granted in this Schedule do not entitle Licensee to use the Licensed Materials, or any technology or intellectual property contained within them, as reference or inspiration for developing or creating another product, tool, or technology in any way based upon the Licensed Application. Licensee

agrees that Licensee will not, by the terms of this Schedule, obtain any rights to any ideas or concepts embodied within the Licensed Materials which may be retained in intangible form by individuals who have had access to them.

Multifamily Applications

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the suite of applications known as the "Multifamily Applications," including: ACheck®, ARM Index Values, C&D™, Cash Loan Drafting, Cash Remittance System™, CESIR™, Custodial Bank Account Management, Customer Collab Community, DUS 360®, DUS Data Digitizer® (including Rent Roll Digitizer™), DUS Deliver, DUS DocWay®, DUS Gateway®, DUS Insights®, DUS Inspect®, DUS Navigate®, DUS Property Monitor™, DUS RiskWay (including Lender Data Input), eServicing, Fannie Mae Connect™, Multifamily Asset Management Portal, Multifamily Lender Capital Tool, Multifamily MarketView, Multifamily Structured Facilities Management System, and MF Property Check, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms.
2. **Extraterritorial Use**. The Licensee is permitted to access and use only the following Licensed Applications, or any data contained in, or generated by, the Licensed Applications, and associated technical and user documentation that Fannie Mae makes available to Licensee, through its Authorized Users located in India or the Philippines: ACheck, C&D, Cash Remittance System, DUS 360, DUS Data Digitizer, DUS Deliver, DUS DocWay, DUS Insights, DUS Property Monitor, Lender Data Input (only), Fannie Mae Connect, Multifamily Asset Management Portal, Multifamily MarketView, and Multifamily Structured Facilities Management System.
3. **Definitions.** The following terms are used in this Schedule as defined below:

   "Contract" means the Fannie Mae Mortgage Selling and Servicing Contract together with any Addendum thereto, executed by Licensee and Fannie Mae, or any other contractual agreement entered into between Licensee and Fannie Mae or any other document that contains contractual obligations, representations, warranties, and covenants governing the sale to Fannie Mae and servicing of loans for Fannie Mae, whether such sale is a whole loan sale of or a participation interest in any such loan, as such Contract may be amended, modified, or supplemented.

   "Including" (and similar words) means including, without limitation.

   "Multifamily Guide" means the guide issued by Fannie Mae regarding the sale to and servicing of loans for Fannie Mae, the Multifamily Selling and Servicing Guide, as such the Multifamily Guide may be amended, modified, supplemented, or superseded by Fannie Mae from time to time, or may be modified by any applicable Contract. Initially capitalized terms used in this Schedule without definition are defined in the Multifamily Guide.
4. **Marks.** Licensee acknowledges all of Fannie Mae's Marks associated with the Multifamily Applications identified above, including ACheck, C&D, CESIR, DUS 360, DUS Deliver, DUS DocWay, DUS Gateway, and DUS Insights.
5. **Protection.** For purposes of this Schedule, "Licensed Materials," as referred to in the General Terms Section entitled "Ownership," includes screen output and hard copy printouts resulting from the use of the Licensed Application.
6. **Use of Applications.** Lenders selling Multifamily loans to Fannie Mae are required to do so in accordance with the requirements of Fannie Mae, including the Multifamily Guide, 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.
7. **ARM Index Values.** The following terms apply to ARM Index Values (the "**Licensed Application**" under this Section):
   a. Purpose. ARM index value information is provided solely for Licensee's convenience and not for purposes of verifying the accuracy of or determining a correct index value or interest rate.
   b. Disclaimer. Without limiting the generality of the warranty disclaimers in the General Terms Section entitled "Disclaimer," Fannie Mae has no liability or responsibility for errors or omissions in, or any liability in connection with the use, misuse, or release of ARM index value information. The sources for each index are provided so that lenders

may confirm the accuracy of the index values provided. Fannie Mae takes no responsibility for the selection of the correct index.

8. **DUS Gateway.** The following terms apply to DUS Gateway (the "**Licensed Application**" under this Section):

   a. Waivers. Licensee may submit requests via the Licensed Application to waive one or more Fannie Mae Requirements. Fannie Mae will not be deemed to have waived any Fannie Mae Requirement unless the waiver is confirmed by Fannie Mae in writing. Any such waiver does not constitute a waiver as to any other instance of that Fannie Mae Requirement or of any other Fannie Mae Requirement.

   b. Pricing Quotes. Loan pricing quotes issued by the Licensed Application are time-limited, and the pricing and deal terms expire on their applicable expiration dates, as such terms appear in the quote. New quotes must be obtained in the event of expired pricing or deal terms.

   c. Deal Teams. The Licensed Application may assign Fannie Mae deal teams to registered deals. However, Fannie Mae reserves the right to reassign deal team personnel and assign new deal team personnel at its sole discretion.

   d. Reminders. The Licensed Application may issue reminders of deadlines and other significant dates. However, such reminders do not constitute an acceptance of responsibility by Fannie Mae for Licensee's compliance with such dates nor will a failure to issue a reminder constitute a waiver of any date-driven responsibility of Licensee. Additionally, Licensee is responsible for ensuring that documents it submits via the Licensed Application are received and acknowledged by Fannie Mae.

   e. Necessary Approval. Access to the Licensed Application does not constitute Fannie Mae's approval of Licensee as a Fannie Mae DUS lender. Any selling or servicing authority or other approval necessary or desired by Licensee to conduct business with Fannie Mae must be obtained separately and will be granted only upon execution of a separate Contract between Licensee and Fannie Mae expressly granting Delegated Underwriting and Servicing (DUS) and non-DUS approvals.

   f. Third-Party Applications. Access to the Licensed Application may include access to a Third-Party Application. In such event, references in the SSA to the "Licensed Application" and the "Licensed Materials" include the Third-Party Application. In addition to the restrictions on use in the General Terms Section entitled "Restrictions on Use," Licensee must not access a Third-Party Application in order to build a competitive product or service. In addition and pursuant to the obligations established in the General Terms Section entitled "Indemnification," Licensee indemnifies and holds harmless Fannie Mae and its Third-Party Licensor from any claim, suit, demand, or proceeding made or brought by a third party alleging that data or information submitted to the Third-Party Application by Licensee or Licensee's use of the Third-Party Application in breach of the SSA infringes or misappropriates the intellectual property rights of a third party or violates applicable law.

9. **DUS Insights.** The following term applies to DUS Insights (the "**Licensed Application**" under this Section):

   a. If Licensee has a Lender Affiliate (as defined in the Multifamily Guide) or division that is a licensed securities broker-dealer, then Licensee must not grant access to the Licensed Application to the broker-dealer or any of their employees or agents , and Licensee must not share any material nonpublic information with the broker-dealer, including information about a Borrower, Sponsor, or Property (as those terms are defined in the Multifamily Guide) or about another participant in Fannie Mae's MBS program

10. **DUS Inspect.** The following term applies to DUS Inspect (the "**Licensed Application**" under this Section):

    a. Restrictions on Use. Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:

       i. Licensee must limit its use of the Licensed Application to inspections of properties that are associated with loans that are intended for sale or have been sold to Fannie Mae.

11. **C&D, DUS Deliver, and Multifamily Structured Facility Management.** The following terms apply to C&D, DUS Deliver, and Multifamily Structured Facility Management (each, the "**Licensed Application**" under this Section):

    a. No Approval or Denial; Accuracy.

i. Licensee agrees that results issued by the Licensed Application will not constitute an approval or denial of a loan application by Fannie Mae or a commitment to purchase the loan by Fannie Mae.

ii. Fannie Mae makes no representation or warranty that the Licensed Application will identify any or all errors or issues that cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.

iii. Licensee is solely responsible for ensuring that the data it enters, selections it makes and actions it takes using the Licensed Application represent Licensee's intentions.

iv. Licensee is solely responsible for the due authorization and accuracy of all transactions made using the Licensed Application, and Fannie Mae is under no obligation to verify whether a transaction has been authorized and accurately reflects the terms desired by the Licensee.

b. Wire Administration. The Licensed Application includes a wire administration functionality. Terms pertaining to that functionality are as follows:

i. Licensee must ensure the Licensed Application contains accurate and complete wiring instruction information including associated relationships with warehouse lenders, disbursement agents, and other entities as appropriate.

ii. Licensee must instruct its warehouse lenders to place the name of the warehouse lender in the header of its bailee letters associated with Fannie Mae loans.

iii. Licensee must provide reasonable and timely cooperation to its warehouse lenders and disbursement agents which are participating in the wire administration functionality in their efforts to ensure accurate and complete wiring instructions are maintained in the Licensed Application.

iv. Fannie Mae is not responsible for the accuracy, completeness, or currency of the wiring instructions in the Licensed Application and disclaims all liability associated with wiring instruction information.

v. Maintenance of wiring instruction information by Licensee may be made in the Licensed Application only by authorized representatives of Licensee.

vi. Fannie Mae is entitled to rely on wiring instructions that are maintained in the Licensed Application by Licensee.

c. Acknowledgments. Licensee acknowledges and agrees to the following:

i. Licensee must have executed a Contract with Fannie Mae authorizing Licensee to obtain DUS, or non-DUS Approval commitments.

ii. The commitment periods will represent mandatory commitment time frames within which Licensee must deliver loans, if so specified in the commitment from Fannie Mae.

iii. Licensee is solely responsible for the due authorization and accuracy of all commitments made using the Licensed Application, and Fannie Mae is under no obligation to verify whether any requested commitment has been authorized and accurately reflects the terms desired by Licensee.

iv. Licensee's request for commitments through the Licensed Application will be binding on Fannie Mae only if Licensee receives a "confirmed" status from Fannie Mae through the Licensed Application. Such status, along with the printed commitment confirmation statement generated by the Licensed Application, shall be Licensee's confirmation of a binding commitment between the parties, subject to the Fannie Mae Requirements and as further described in the Multifamily Guide.

v. In the event of a failure of the Licensed Application to issue a "confirmed" status indicating Licensee's commitment, Licensee will submit the commitment data on an Excel® spreadsheet via email to MF_Acquisitions@fanniemae.com and, based on the information submitted, Fannie Mae will return a confirmation via email. Once service has been restored, Licensee should submit the commitment data to the Licensed Application and Licensee will subsequently receive a "confirmed" status via the Licensed Application. Licensee and Fannie Mae agree that commitments obtained via email are binding on the parties to the same extent and pursuant to the same requirements as those obtained via the Licensed Application. Fannie Mae reserves the right to refuse to enter into commitments via email at any time.

12. **Suspension or Termination for Cause.** In addition to, and not in limitation of, Fannie Mae's rights under the General 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 Licensee's access to any Licensed Application if Licensee violates the terms of the Section of this Schedule entitled "Uniform Collateral Data Portal; Collateral Underwriter or (b) if the Licensed Application includes committing functionality, offering commitments to Licensee via the Licensed Application and Fannie Mae will have no liability to Licensee or otherwise for any such action. If the suspension or termination of a Licensed Application with committing functionality is unrelated to Licensee's status as a Fannie Mae approved lender, both parties will fulfill all unexpired commitments.
13. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.
14. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Property Data API Review Tool

Schedule (for Third-Party Service Providers)

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as the Property Data API Review Tool (PDART), together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application provides functionality that helps facilitate quality control on property data provided to Fannie Mae through the property data collection process. Users can assess the accuracy of the property data, identify potential property issues, and confirm that the data aligns with the user's internal representation of the data.
2. **Marks.** Licensee acknowledges all of Fannie Mae's Marks associated with its Licensed Applications, including PDART.
3. **Protection.** For purposes of this Schedule, "Licensed Materials," as referred to in the General Terms Section entitled "Ownership," includes screen output and hard copy printouts resulting from the use of the Licensed Application.
4. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:
   a. Licensee must only use the Licensed Application, including its reports and other output, whether in printed form or otherwise, for purposes of:
      i. quality control and the management of collateral risk; or
      ii. protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability.

   b. Licensee must not use the Licensed Application, including its reports and other output, whether in printed form or otherwise, to:
      i. perform a credit evaluation
      ii. make a credit decision;
      iii. interfere with the independent judgment of a property data collector or an appraiser; or
      iv. conduct marketing or similar external activities.

   Fannie Mae reserves the right to immediately suspend or terminate Licensee's right to access and use the Licensed Application if it determines, in its sole discretion, that Licensee has violated the terms of this Section misused the Licensed Application or otherwise used the Licensed Application for other than its intended purpose.
5. **Acknowledgments.** Licensee acknowledges and agrees to the following:
   a. Licensee is responsible for the assessment of the data reviewed within the Licensed Application; and
   b. 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.
6. **Representations and Warranties.** Licensee represents and warrants that Licensee is a Third-Party Provider retained by one or more Fannie Mae lender(s) and that Licensee has been authorized by such lender(s) to take actions on their behalf.
7. **Third-Party Access; Authorized User.** Licensee may not designate third parties to access or use the Licensed Application, unless such third party is an "Authorized User" of Licensee. Notwithstanding the definition of "Authorized User" provided in the "Definitions" Section of the General Terms, for purposes of this Schedule, the term "Authorized User" includes Third-Party Providers retained by the Licensee to perform property data collection-related services, who require access to the Licensed Application on the Licensee's behalf and have obtained Authentication Credentials as a result of the Licensee's actions. Licensee's Third-Party Providers must only use the Licensed Application, including its reports and other output, whether in printed form or otherwise, to perform property data collection-related services on Licensee's behalf. Licensee's Third-Party Providers may not provide or allow access to the Licensed Application, including its reports and other output, whether in printed form or otherwise, to third parties. Licensee is responsible for all actions and inactions of Authorized Users with respect to the Licensed Application and all actions and inactions of Authorized Users

are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA.

8. **Termination.** In addition to Fannie Mae's rights under the General 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 General Terms includes indemnification in the event of any breach of this Schedule.
10. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Rent Roll Digitizer

Schedule (for Non-Lender/Servicers)

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as Rent Roll Digitizer™, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application supports ongoing monthly reporting of property-level rent-related data to Fannie Mae.

2. **Definitions.** The following term is used in this Schedule as defined below:

   "Multifamily Guide" means the guide issued by Fannie Mae regarding the sale to and servicing of loans for Fannie Mae, the Multifamily Selling and Servicing Guide, as such the Multifamily Guide may be amended, modified, supplemented, or superseded by Fannie Mae from time to time, or may be modified by any applicable Contract. Initially capitalized terms used in this Schedule without definition are defined in the Multifamily Guide.

3. **Marks.** Licensee acknowledges all of Fannie Mae's Marks associated with its Licensed Applications, including Rent Roll Digitizer.

4. **Protection.** For purposes of this Schedule, "Licensed Materials," as referred to in the General Terms Section entitled "Ownership," includes screen output and hard copy printouts resulting from the use of the Licensed Application.

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, including the Multifamily Guide (collectively, the "**Fannie Mae Requirements**").

6. **Restrictions on Use.** Without limiting the terms of the General Terms Section entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee may only access and use the Licensed Application to provide rent roll data to servicers who are authorized to have access to such data and to Fannie Mae.

7. **Acknowledgments.** If Licensee is accessing or submitting data to the Licensed Application on behalf of a party other than itself, Licensee acknowledges and agrees that:

   a. Licensee is acting on behalf of a Fannie Mae Borrower or Sponsor that has an obligation to submit data to the Licensed Application;

   b. Licensee has obtained requisite authorization from Borrower or Sponsor to act on that party's behalf with respect to the subject Mortgage Loan, including submission of data to the Licensed Application; and

   c. all data submitted by the Licensee to the Licensed Application is correct and accurate to the best of Licensee's knowledge.

8. **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 in its sole discretion. Additionally, Licensee may not disclose, aggregate or distribute findings, messages, reports or other data 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.

9. **Termination.** In addition to Fannie Mae's rights under the General Terms Section entitled "Termination," Fannie Mae may terminate this Schedule without cause immediately upon written notice to Licensee.

10. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.

11. Survival. In addition to the provisions referred to in the Section of the General Terms entitled “Survival,” any provision of this Schedule that contemplates its continuing effectiveness, including “Indemnification,” will survive any termination of this Schedule or the SSA.

Servicing Marketplace Applications

Schedule (for Servicing Sellers and Buyers)

1. **Licensed Application.** Fannie Mae licenses to Licensee one or more of the applications known as "Servicing Marketplace Applications," which include the following: Servicing Marketplace (including Quick Launch) and Easy Transfer, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms.

2. **Overview.** The Licensed Applications covered by this Schedule provide certain functionality related to sale and purchase of Servicing.

   Servicing Marketplace is designed to:

   a. provide Servicing Buyer the opportunity to submit and manage its SRP Schedules relating to the purchase of Servicing on loans being committed to Fannie Mae via PE-WL;

   b. permit a Lender to arrange for the sale of such Servicing to a servicer such as Servicing Buyer concurrently with the Lender's sale of the Eligible Loan to Fannie Mae;

   c. enable Active Servicers to upload SRP Schedules for viewing by Lenders, make specific adjustments on their SRP Schedules and access a view of their commitment pipeline and, as available, associated loan level data; and

   d. provide Lenders selling Eligible Loans an efficient mechanism for the receipt of pricing from Associated Servicers for the sale of Servicing associated with Eligible Loans (if the Lender has indicated via PE-WL that it is interested in a concurrent sale of such Servicing).

   Easy Transfer enables:

   a. a Servicing Seller who intends to sell the Servicing associated with an Eligible Loan to a Servicing Buyer to upload the loan file (and, if applicable, any supporting documents) relating to the Eligible Loan; and

   b. a Servicing Buyer to download the applicable loan file as well as a report containing a standardized set of data extracted by Easy Transfer from such loan file.

3. **Definitions.** The following terms are used in this Schedule as defined below.

   "Acquisition Price" means the price Fannie Mae will pay the Lender to acquire all right, title, and interest in and to an Eligible Loan. "Acquisition Price" does not include any amount related to the Lender's sale of Servicing associated with such Eligible Loan to an Active Servicer.

   "Active Servicer" means, as it relates to Servicing Marketplace, a servicer that has entered into a Mortgage Selling and Servicing Contract with Fannie Mae and is using Servicing Marketplace to facilitate the purchase of Servicing associated with an Eligible Loan. As the term relates to Easy Transfer, it means either a Servicing Seller or a Servicing Buyer, as applicable.

   "Associated" means paired for the potential sale of Servicing through Servicing Marketplace's relationship management functionality.

   "Commitment" means a forward commitment, on a best efforts or mandatory basis, for the Lender to sell and deliver one or more mortgage loans to Fannie Mae and for Fannie Mae to purchase such loan(s) at the Acquisition Price.

   "Eligible Loan" means a loan sold to Fannie Mae under a PE-WL servicing-released Commitment.

   "Guides" means the Fannie Mae Single Family Selling Guide and Single-Family Servicing Guide, as they each may be amended, restated, supplemented, or otherwise modified from time to time.

“Lender” means a seller: (i) that has entered into a Mortgage Selling and Servicing Contract with Fannie Mae; (ii) that is participating in PE-WL; and (iii) with which a Servicing Buyer is Associated.

“Net SRP” means the servicing-released premium price that the Active Servicer identified via the Licensed Application is willing to pay to acquire the Servicing associated with a particular Committed Loan, as communicated through Servicing Marketplace.

“PE-WL” means Fannie Mae’s web-based application known as Pricing & Execution – Whole Loan that enables Lenders to make whole loan Commitments.

“Servicing” means mortgage loan servicing under and pursuant to a Mortgage Selling and Servicing Contract with Fannie Mae and the Guides.

“Servicing Buyer” means an Active Servicer who purchases the Servicing associated with an Eligible Loan that is sold by a Servicing Seller and is entitled to receive the loan file and certain servicing data from the Servicing Seller in conjunction with such purchase.

“Servicing Seller” means an Active Servicer who sells the Servicing associated with an Eligible Loan to a Servicing Buyer and is obligated to provide the loan file and certain servicing data related to such Eligible Loan to the Servicing Buyer in conjunction with the sale.

“SRP Schedules” means pricing schedules uploaded to and managed by Servicing Buyer in the Licensed Application that are used to calculate the Net SRP.

4. **General.** Licensee’s rights and obligations related to a committed loan for which Licensee has sold or purchased the Servicing are as set forth in the Lender Contract and any relevant Purchase and Sale Agreement entered into by Servicing Buyer and Servicing Seller. Use of the Licensed Application in no way alters Licensee’s obligations to Fannie Mae with respect to such loans, including the obligation to conduct all transfers of Servicing in compliance with all applicable laws and other requirements of the Guides.
5. **User Access.** Licensee acknowledges and agrees that each Authorized User it allows to receive a user identification name and password to access the Licensed Application will have the ability and authority to, with respect to Servicing Marketplace, (i) export commitment/delivery data, and (ii) in the case of the Servicing Buyer, upload, view, and manage Servicing Buyer’s SRP Schedules, and with respect to Easy Transfer, either (a) in the case of the Servicing Seller, upload the loan file (and, if applicable, any supporting documents) pertaining to Eligible Loans for which the Servicing has been sold to another Active Servicer or (b) in the case of the Servicing Buyer, download the loan file as well as a report that contains a standardized set of data, extracted by Easy Transfer from such loan file, pertaining to Eligible Loans for which the Servicing has been purchased from an Active Servicing Seller.
6. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled “Restrictions on Use” or any other provision in the General Terms or this Schedule, Licensee may not use the Licensed Application or information therein for any purpose other than in connection with the sale or purchase of Servicing associated with an Eligible Loan.
7. **Fannie Mae Not Purchasing Servicing; No Recourse to Fannie Mae.** Licensee acknowledges and agrees that:
   a. Fannie Mae is not purchasing or selling Servicing or assuming any obligations with respect to Servicing by providing access to the Licensed Application;
   b. Fannie Mae is not responsible for Servicing Seller’s sale (or attempted sale) or Servicing Buyer’s purchase (or attempted purchase) of Servicing using Fannie Mae technology or otherwise;
   c. Fannie Mae has no liability or responsibility related to the accuracy and completeness of any Licensed Materials or any data contained in, or generated by, the Licensed Application that Licensee or its Authorized Users use or rely upon in any way; and
   d. any liability arising out of or resulting from Licensee’s sale (or attempted sale) or purchase (or attempted purchase) of Servicing, as applicable, using Fannie Mae technology is solely Licensee’s responsibility and not Fannie Mae’s. Fannie Mae makes no representations or warranties as to (i) the availability or accessibility of the Licensed Application or any

associated Licensed Materials or data contained in, or generated by, the Licensed Application or (ii) Licensee's use of or reliance on the Licensed Application. Fannie Mae has no liability or responsibility for servicing obligations or the obligations relating to escrow funds.

8. **Independence of Parties.** Licensee agrees that: (i) Licensee's use of the servicing-released component of the Licensed Application does not affect the independence of Fannie Mae and Licensee and that the Servicing Seller and the Servicing Buyer are not partners of, or joint venturers with, Fannie Mae as a result of their use of the Licensed Application to sell (or attempt to sell) or purchase (or attempt to purchase) Servicing and (ii) neither Fannie Mae, on the one hand, and Licensee, on the other hand has any right, power or authority to enter into any agreement for or on behalf of the other, or to incur any obligation or liability, or to otherwise bind, the other. Licensee agrees that any agreement that applies to sales of Servicing executed through the Licensed Application is not binding upon Fannie Mae. Servicing Buyer further acknowledges and agrees that Fannie Mae makes no representations or warranties relating to any Servicing Seller or its business practices or methods, including representations or warranties as to any Lender's compliance with applicable laws and regulations.

9. **Purchase and Sale Agreement.** The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including Servicing requirements, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.

10. **Suspension or Termination.** In addition to, and not in limitation of, Fannie Mae's rights under the General Terms Section entitled "Termination," Fannie Mae reserves the right to immediately without notice, at any time and in its sole discretion suspend or terminate (i) this Schedule, and (ii) Licensee's access to the relevant Licensed Application(s) if:

    a. Licensee attempts to cause or causes the Licensed Application or Fannie Mae system to malfunction or suffer damage;

    b. Licensee misuses the Licensed Application or uses the Licensed Application for other than its intended purpose;

    c. Licensee's Mortgage Selling and Servicing Contract with Fannie Mae is suspended or terminated in whole or in part; or

    d. Licensee otherwise breaches its obligations under this Schedule, in which case Fannie Mae will have no liability to Licensee or otherwise for any such action. Fannie Mae will promptly notify Licensee of any such suspension or termination and its terms. Unless otherwise provided in the notice to Licensee, in the event of any suspension, Licensee will fulfill its obligations with respect to any sale of Servicing related to unexpired Commitments.

    In addition to the termination provisions set forth in the Section of the General Terms entitled "Termination for Cause," and notwithstanding the provisions set forth in the Section of the General Terms entitled "Termination for Convenience," either party may terminate this Schedule with or without cause upon five (5) days' prior written notice to the other party. Unless otherwise provided in the notice to Licensee, Licensee will fulfill its obligations with respect to any sale of Servicing related to unexpired Commitments.

11. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of a breach of any term of this Schedule.

12. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Single-Family Servicing Applications

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee one or more of the following applications, collectively known as the "Single-Family Servicing Applications," which include the following: ARM Index Value, Asset Management Network™ (with Home Saver Solutions Network™, REO Notification, and AMN REO Property Information), Business Solutions Builder, Cash Remittance System, Custodial Bank Account Management, eBoutique™, eTransfers, Fannie Mae Connect™, Fannie Mae Invoicing, HomePath® for Short Sales, Loan Quality Connect™, Loan Servicing Data Utility (LSDU), Master Servicing Portfolio Manager (MSPM), Property 360™, Quick Exchange, REO Integration, Servicer's Reconciliation Facility™ (SURF™), Servicing Management Default Underwriter™ (SMDU™) and Servicing Platform, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, these applications provide certain loan servicing-related functionality, including functionality related to:
   a. ARM index values;
   b. loan delinquencies and loss mitigation;
   c. REO properties;
   d. pre-foreclosure property inspections and preservation;
   e. remittances to Fannie Mae;
   f. digital submission of Letters of Authorization for P&I, taxes & insurance and collateral funds
   g. servicing of reverse mortgages owned by Fannie Mae;
   h. servicing transfers, including the submission of requests for such transfers;
   i. charges and claims submitted by Fannie Mae;
   j. short sales;
   k. requests for loan quality documentation;
   l. homeowner's association and tax deficiency bills;
   m. reconciliation tasks;
   n. workout recommendations for delinquent loans;
   o. operational reports and document management;
   p. viewing and submission of loan activity;
   q. reconciliation of loan and cash positions;
   r. eligibility for streamlined modifications;
   s. default data reporting; and
   t. managing servicing performance, portfolios and loan activity.
2. **Extraterritorial Use**. The Licensee may access and use the Licensed Materials or any data contained in, or generated by, the Licensed Application through its Authorized Users located in India or the Philippines.
3. **Lender Contract.** Except as set forth in the Section of Part II of this Schedule entitled "Limited Waiver," Licensee's obligations related to its performance of servicing (and related charges) and repurchase are as set forth in the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Fannie Mae Servicing Guide, as amended, restated, supplemented, or otherwise modified from time to time, or other

portions of the Lender Contract will be resolved in favor of the Fannie Mae Servicing Guide or other portions of the Lender Contract, including loan servicing requirements.

4. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of a breach of any term of this Schedule.

5. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

6. **FTSE USD IBOR Cash Fallbacks.** All use of, and reference to, any data or service provided by Refinitiv US LLC ("Refinitiv") (the "Information Product"), including "FTSE USD IBOR Cash Fallbacks", is subject to this notice:

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REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. FURTHER, REFINITIV OR ITS PARTY PROVIDERS SHALL NOT BE LIABLE IN ANY MANNER FOR REDISTRIBUTOR'S PRODUCTS OR SERVICES.

Part I

1. **ARM Index Value.** The following terms apply to ARM Index Value (the "**Licensed Application**" under this Section):

    a. Restrictions on Use. ARM index value information is provided solely for Licensee's convenience and not for purposes of verifying the accuracy of or determining a correct index value or interest rate.

    b. Disclaimer. Without limiting the generality of the warranty disclaimers in the General Terms Section entitled "Disclaimer," Fannie Mae has no liability or responsibility for errors or omissions in, or any liability in connection with the use, misuse, or release of, ARM index value information. The sources for each index are provided so that lenders may confirm the accuracy of the index values provided. Fannie Mae takes no responsibility for the selection of the correct index.

2. **Cash Remittance System (CRS).** The following condition applies to Cash Remittance System (the "**Licensed Application**" under this Section):

    To use the Licensed Application, Licensee must specify the manner in which it will provide payment of remittances owed to Fannie Mae by completing either the Drafting Authorization Form, allowing Fannie Mae to draft Licensee's designated account for such remittances, or the Credit Card Payment Authorization Form, allowing Fannie Mae to process an automatic monthly charge to a credit/charge card specified by Licensee.

3. **eTransfers.** The following condition applies to eTransfers (the "**Licensed Application**" under this Section):

    Licensee must ensure that the proper Licensee personnel review and approve information related to loan servicing transfers prior to submitting the transfer to the Licensed Application.

4. **Fannie Mae Invoicing.** The following term applies to Fannie Mae Invoicing (the "**Licensed Application**" under this Section):

    In the "Definitions" Section of the General Terms, the definition of "Authorized User" is replaced with the following:

    "Authorized User" means any (a) employee (b) contractor that is actively handling claims processing for Licensee or (c) system, who or that is registered by Licensee (or by Fannie Mae on Licensee's behalf), to use the Licensed Application and has been issued an active Authentication Credential. Licensee is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA.

5. **Quick Exchange.** The following terms apply to Quick Exchange (the "**Licensed Application**" under this Section):

    a. Restrictions on Use. The Licensed Application may not be used for purposes of submitting a request to transfer servicing with respect to any loan secured by a real estate owned (REO) property.

    b. Third-Party Access. With the exception of certain subservicers with whom the Licensee has a contractual relationship, 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 in its sole discretion. Additionally, Licensee may not disclose, aggregate, or distribute any output (including findings, notifications and reports) produced by the Liicensed Appliction to any third parties, other than those permitted under this section. Licensee assumes full responsibility for the consequences of such disclosure in violation of the prohibitions set forth in the foregoing sentence.

Part II
Servicing Management Default Underwriter

1. **Additional Terms.** The additional terms and conditions in this Part II apply to the Licensed Application known as Servicing Management Default Underwriter, or SMDU (the "**Licensed Application**" under this Section).

2. **Definitions.** The following terms are used in this Part II as defined below:

   "Client Servicer" means any entity that (a) services Fannie Mae Loans, (b) has entered into a SSA directly with Fannie Mae by which it is licensed to use the Licensed Application, and (c) has retained Licensee to act as a service bureau or subservicer in support of its mortgage servicing activities. Provisions in this Schedule will only apply to a Client Servicer if Licensee uses the Licensed Application in support of a Client Servicer.

   "**Codified Findings"** means any recommendation or 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.

   "Consumer Credit Data" means any information which bears on a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. Such data may include data contained in: (a) residential mortgage credit reports, "in-file" credit reports, or "consumer reports," as defined in the FCRA, and (b) any correspondence or communication from the consumer or any third party which includes information relating to any of the above factors.

   "**Customer(s)"** means individual mortgage loan borrowers.

   "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.

   "Fannie Mae Loan" means any mortgage loan owned or securitized by Fannie Mae.

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

   "FHA" means the Fair Housing Act, codified at 42 U.S.C. §3601 et seq.

   "SMDU Analysis" means the evaluation generated by the Licensed Application, as well as the recommendations, findings, messages, analyses, reports, and output generated by the Licensed Application.

   "Servicing Guide" means Fannie Mae's Servicing Guide, as amended, restated, supplemented, or otherwise modified from time to time.

   "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.

3. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee may not use the Licensed Application or its predicted property values or confidence scores for any purpose other than:

   a. underwriting mortgage loan loss mitigation workouts with respect to Fannie Mae Loans for itself and its Client Servicers; and

b. to obtain a predicted value and compare such predicted value to the original or current value of the property for purposes of determining a loan's eligibility for mortgage insurance termination in accordance with the Servicing Guide requirements.

4. **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 Codified Findings;

      ii. populate Licensee's database and other downstream systems with data points;

      iii. create actionable items based on data parsed from the Codified Findings;

      iv. trigger automated system messaging of processing requirements based on Licensee's processing rules;

      v. customize, add, or suppress messaging to be compatible with Licensee's specific requirements and

      vi. trigger automated loan-servicing actions that result in automatically executed actions, all without user intervention.

   b. Provisions Governing Codified Findings. Licensee agrees that:

      i. the Codified Findings are subject to change at any time and from time to time;

      ii. Licensee develops code based upon the Codified Findings at its own risk, cost, and expense;

      iii. 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;

      iv. 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,

      v. 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,

      vi. Fannie Mae has the right, but not the obligation, to review and comment on any findings based on Codified Findings developed by Licensee or any Third-Party Provider used by Licensee, and

      vii. 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.

   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.

5. **Representations to Third Parties.**

   a. Sharing of SMDU Analysis. Notwithstanding the provisions of the Section of the General Terms entitled "Unauthorized Representations," Licensee and Client Servicers may:

      i. share findings and recommendations (e.g., "approve," "refer," or "refer with caution") generated by the Licensed Application, including the SMDU Analysis, with Customers; provided, that (1) the findings and recommendations are shared in a manner that makes them understandable and meaningful to Customers, and (2) if the findings or recommendations contain any reference to Fannie Mae, Licensee, or the Client Servicer 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 loss mitigation workout by Fannie Mae or a commitment to modify a loan by Fannie Mae, and

ii. provide property valuation information to a Customer in accordance with the Sections below entitled "ECOA Compliance" and "MI Termination Disclosure," as applicable, and as otherwise required by applicable law, including the Homeowners Protection Act.

6. **Servicer Acknowledgments, Representations, and Warranties.** Licensee agrees that 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. Further, Licensee represents and warrants that (a) Licensee and its Client Servicer has the contractual and legal right to provide Fannie Mae all data entered into the Licensed Application, (b) Fannie Mae's use of such data as contemplated by this Schedule and the "Rights in Data" section of the General Terms does not violate the contract or intellectual property rights of any third party, and (c) Licensee and its Client Servicer have completed all required verifications of all Customer financial, property, and other information that has been entered into the Licensed Application.

7. **Additional Disclaimers.** In addition to the warranties specifically disclaimed by Fannie Mae in the section of the General Terms entitled "Disclaimer," Fannie Mae makes no representations or warranties, express or implied, regarding the property, the condition of the property, or the estimated value of the property. The predicted value generated by the Licensed Application is not an appraisal and was not prepared by a certified or licensed appraiser. Licensee recognizes that factors other than the results rendered by the Licensed Application, including the loss mitigation workout recommendation and predicted value, must be considered in the review and collection of its accounts and the accounts of its Client Servicers.

8. **Limited Agency Relationship.** Notwithstanding the Section of the General Terms entitled "Independent Parties," Licensee agrees that, in obtaining Consumer Credit Data via the Licensed Application and in the processing and evaluation of Consumer Credit Data by the Licensed Application for purposes of making a loss mitigation workout recommendation and otherwise performing an SMDU Analysis, Fannie Mae, as owner of the Licensed Application, is the agent of Licensee, as that term is defined in the FCRA. As Licensee's agent, Fannie Mae is expressly authorized by Licensee to obtain Consumer Credit Data for the sole purpose of making a workout recommendation and otherwise performing an SMDU Analysis. Licensee 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.

9. **Agency/Joint User Relationship with Client Servicer.** To the extent that Licensee is using the Licensed Application for the benefit of a Client Servicer, Licensee agrees that Licensee (a) will be the agent of the Client Servicer, as that term is used in the FCRA, and (b) will enter into and maintain a written agreement with the Client Servicer in which the Client Servicer specifically designates Licensee as its agent for FCRA purposes.

10. **Notification to Borrower.** Licensee acknowledges that it may be required to provide certain disclosures to Customers such as when it determines that a Customer does not qualify for a loss mitigation workout. Such disclosure obligations may be imposed under the FCRA, ECOA, the Homeowners Protection Act, and other federal and state laws and regulations. Licensee agrees that it bears sole responsibility for complying with such disclosure obligations and that such obligations in no event should be considered imposed upon or shared by Fannie Mae.

11. **Recordkeeping.** Licensee agrees that it may be required to maintain records of certain data pursuant to ECOA and other state and federal laws and regulations. Licensee agrees that (a) it bears sole responsibility for such obligation, (b) it may need to download data from the Licensed Application into its own systems storage facilities (which may include a Third-Party Application) or make copies of such data from the Licensed Application in order to generate or obtain information necessary to meet such recordkeeping requirements, and (c) in no event is Fannie Mae responsible for maintaining any such data for Licensee or for providing Licensee with any such data at any time, either in electronic or hard-copy format.

12. **ECOA Compliance.** If Licensee has determined that it is required by the Equal Credit Opportunity Act (ECOA) to provide a Customer a copy of certain property valuation information Licensee has obtained using the Licensed Application, Licensee must provide the Customer a document (the "**Valuation Disclosure**") that contains the following information extracted from the SMDU response file: the standardized address, predicted value, confidence score, and response date/timestamp. The Valuation Disclosure must also include the following language:

    Note: The confidence score reflects the property valuation model's confidence in the accuracy of the estimated value. The more data points the model has related to the particular property and *neighborhood, the better the confidence score. Confidence scores range from 1 – 5, with 1 being the most confident.*

This estimate of value was developed by an automated valuation model that was made available to your servicer by Fannie Mae. This estimate of value is not the result of an appraisal, nor was it developed by a state licensed or certified appraiser. Fannie Mae makes no representations or warranties, express or implied, regarding the property, the condition of the property, or the estimated value of the property. This estimate is intended to be used solely by the servicer and solely in connection with the modification of your mortgage loan. The servicer may or may not have used this estimated property value to make the credit decision. If you have concerns with this valuation, please talk to your servicer about your options, which include asking your servicer to order an appraisal.

13. **MI Termination Disclosure.** If Licensee decides to provide, or has determined that it is required by applicable law to provide, the Customer a copy of certain property valuation information Licensee has obtained using the Licensed Application in connection with a request to terminate mortgage insurance as permitted under this Schedule, Licensee must provide the Customer a disclosure that includes the following language:

    This estimate of value was developed by an automated valuation model that was made available to your servicer by Fannie Mae. This estimate of value is not the result of an appraisal, nor was it developed by a state licensed or certified appraiser. Fannie Mae makes no representations or warranties, express or implied, regarding the property, the condition of the property, or the estimated value of the property. This estimate is intended to be used solely by the servicer for purposes of determining eligibility for mortgage insurance termination. If you have concerns with this valuation, please talk to your servicer about your options, which include asking your servicer to order a BPO or an appraisal.

14. **Support.** 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.

15. **Compliance with Laws.** For purposes of Part II of this Schedule, Licensee's obligation to comply with laws, as set forth in the Section of Appendix A of the General Terms entitled "Compliance with Laws," is replaced with the following:

    Licensee acknowledges that its activities and the activities of its Client Servicers (if any), whether or not the Licensed Application is used in connection with such activities, may subject Licensee and its Client Servicers to certain federal, state, and local substantive and disclosure laws and regulations, including TILA, FCRA, ECOA, FHA, the Fair Debt Collection Practices Act, the Dodd-Frank Wall Street Reform Act, the Homeowners Protection Act, and the Consumer Protection Act and mortgage lending, property valuation, and servicing 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, servicing, 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 (a) it holds all applicable licenses and authorizations in all jurisdictions in which it conducts its business pursuant to Applicable Laws, (b) such licenses and authorizations are current and are fully in effect, and (c) 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 servicing practices and principles. Licensee also represents and warrants that loan modifications made by it pursuant to a recommendation specified in the SMDU Analysis will comply with Applicable Laws. Licensee acknowledges that Applicable Laws in certain states may prevent Licensee from fully implementing all of the recommended terms of a modification specified in the SMDU Analysis. Licensee bears sole responsibility for complying with Applicable Laws (and compliance with its own quality control policies, procedures, and plans) in its implementation of loan modifications in connection with its use of the Licensed Application. The obligations set forth in this Section are in no event to 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 Third-Party Licensors, agents or representatives.

16. **Litigation and Enforcement Actions.** Licensee must notify Fannie Mae in accordance with the requirements of the Section of the General 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.

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

18. **Limited Waiver.** In connection with Licensee's use of the Licensed Application for purposes of underwriting mortgage loan loss mitigation workout solutions or determining eligibility for mortgage insurance termination, Fannie Mae may offer Licensee or its Client Servicer a limited waiver of certain requirements set forth in the Servicing Guide in accordance with this Section.

    a. <u>Conditions for Limited Waiver</u>. Fannie Mae shall provide Licensee or Licensee's Client Servicer the limited waiver set forth in (b) below, subject to Licensee's and its Client Servicer's compliance with the following conditions as of the submission date of the data into the Licensed Application and continuing through the execution of the recommended loss mitigation workout solution or mortgage insurance termination eligibility determination:

        i. All data, including, if applicable, Consumer Credit Data, entered into the Licensed Application (A) is complete, accurate, and not fraudulent, (B) has been verified by Licensee and its Client Servicer in accordance with Fannie Mae's verification requirements, and (C) meets the pre-screen eligibility requirements as outlined in the Servicing Guide;

        ii. The loan has successfully passed the eligibility requirements for an approved workout solution or mortgage insurance termination by the Licensed Application;

        iii. Prior to the execution of the recommended workout solution or mortgage insurance termination eligibility determination, Licensee and its Client Servicer have satisfactorily resolved all verification messages or conditions specified on the Licensed Application output report;

        iv. Prior to the execution of the recommended workout solution or mortgage insurance termination eligibility determination, Licensee and its Client Servicer have verified that the data on which the case submission was based remains unchanged;

        v. The recommended workout solution or mortgage insurance termination eligibility determination is executed in accordance with the requirements outlined in the Servicing Guide, as amended from time to time, or other such announcement and posted on www.fanniemae.com. For recommended workout solutions, those requirements include the "Fannie Mae Workout Hierarchy," which for purposes of this Part II, means the preferred order of consideration of foreclosure prevention alternatives set forth in the Servicing Guide;

        vi. Licensee and its Client Servicer are in compliance with the Servicing Guide, except with respect to calculations performed by the Licensed Application; and

        vii. Licensee and its Client Servicer are in compliance with all laws and regulations, including the Applicable Laws.

    b. <u>No Liability</u>. If Licensee and its Client Servicer are in full compliance with the conditions set forth in (a) above, Licensee and its Client Servicer will have no liability to Fannie Mae resulting from its reasonable reliance on the accuracy of the SMDU Analysis with respect to a recommended loss mitigation workout solution or mortgage insurance termination eligibility determination.

Single-Family Shipping and Delivery Applications

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the following applications: CETS Portal, Collateral Underwriter® (CU™), Condo Project Manager™, Credit Variance Administration System, Document Certification, EarlyCheck™, Fannie Mae Connect™, Loan Delivery (including Additional Data Elements and, where permitted, ASAP Plus), Message Manager, Pricing & Execution – MBS® (PE-MBS), Pricing & Execution – Whole Loan® (PE-Whole Loan) (including, at Fannie Mae's sole option, its servicing-released component), Property Data API Review Tool (PDART) and Uniform Collateral Data Portal® (UCDP®) (including integration to its Fannie Mae Collateral Data Delivery Service, where permitted), together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, these applications provide certain shipping and delivery functionality, including those designed to enable Fannie Mae lenders and custodians (where appropriate) to:
   a. identify potential loan data issues prior to loan delivery;
   b. identify potential appraisal issues prior to loan delivery;
   c. identify potential property related data issues prior to and after loan delivery and conduct quality control by assessing the accuracy of property data submissions;
   d. create commitments to sell certain loans to Fannie Mae on a mandatory or, at Fannie Mae's sole option, best efforts basis and at an agreed-upon price within a certain time frame;
   e. if applicable, arrange for the sale of servicing concurrent with a commitment;
   f. engage in maintenance activities, including extensions, pair-offs, and over-deliveries;
   g. deliver loans to Fannie Mae for cash purchase or placement in an MBS;
   h. access indicative pricing and MBS buyup and buydown ratios;
   i. deliver certain appraisal and housing goal data;
   j. request, view, and update condo project approvals;
   k. request, view, and update single loan waivers;
   l. review and certify MBS pools;
   m. correct data that has already been submitted to Fannie Mae;
   n. share credit enhancement policy information;
   o. identify wire instructions for loans associated with warehouse lenders and disbursement agents; and
   p. view, export, or print reports related to these activities.
2. **Definitions.** The following terms are used in this Schedule as defined below.

   "Codified Findings" means any results files, results 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.

   "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 verifications of income, employment, or assets, or other forms of alternate documentation as described in the Selling Guide.

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.

"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 Desktop Underwriter® (DU®) 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 DU that performs DU Validations.

"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.

"Guides" means the Fannie Mae Single Family Selling Guide and Single Family Servicing Guide, as they each may be amended, restated, supplemented, or otherwise modified from time to time.

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

"Third-Party Data Source" means a Third-Party Licensor 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.

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

3. Condo Project Manager. The following terms apply with regard to Condo Project Manager (the "**Licensed Application**" under this Section):

   a. Rights in Data. For purposes of this Schedule, the following sentence is added after the first sentence in the Section of the General Terms entitled "Rights in Data":

      Without limiting the foregoing, all data, materials and records (including data and materials compiled from records) representing, related to, associated with or based on condominium or shared ownership structured projects that are submitted to the Licensed Application are Fannie Mae's property regardless of the physical form or characteristics of the data, materials or records or whether they are developed by others.

   b. Acknowledgments. Licensee acknowledges the following:

      i. Project eligibility, as determined by the Licensee and the Licensed Application, is based solely on the data entered into the Licensed Application and certified by the Licensee, subject to Fannie Mae's policies and guidelines pertaining to eligibility for loan delivery to Fannie Mae.

      ii. Eligibility determinations issued by the Licensee and the Licensed Application do not relieve Licensee of its responsibility to review applicable project documentation and data as established in the Selling Guide. Fannie Mae reserves the right to change a project eligibility status if information acquired after certification has an impact on a previously issued eligibility determination, as determined by Fannie Mae in its sole discretion.

      iii. Results or findings generated by the Licensed Application do not constitute a commitment by Fannie Mae to purchase any loan. If Licensee obtains knowledge of any information that could impact the eligibility status reflected in the Licensed Application, the Licensee must update the relevant data that has been submitted to the Licensed Application as soon as practicable but, in all events, no later than 5 business days after becoming aware of such information.

iv. The Licensed Application may not identify all errors or issues that would cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.

v. Any finding or determination 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.

c. Third-Party Access. Licensee may not designate third parties to use the Licensed Application or otherwise provide third parties with access to the Licensed Application without the express written permission of Fannie Mae, which may be withheld by Fannie Mae at its sole discretion. Additionally, Licensee must not provide third parties with copies or displays of findings, messages or reports produced by the Licensed Application. Further, Licensee must not disclose, aggregate or distribute findings, messages or reports data 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 sentences.

d. CPM Identification Numbers. Licensee's disclosure of a CPM Identification Number, including a project or phase ID, to a third party, including aggregators, is deemed to be the Licensee's consent to the third party's access to that collection of data assigned such CPM Identification Number (for which Fannie Mae will have no liability) and authorization to Fannie Mae to provide the third party with such access.

e. Grant of Rights and Imposition of Obligations. The rights granted in this Schedule do not entitle Licensee to use the Licensed Materials, or any technology or intellectual property contained within them, as reference or inspiration for developing or creating another product, tool or technology in any way based upon the Licensed Application. Licensee agrees that Licensee will not, by the terms of this Schedule, obtain any rights to any ideas or concepts embodied within the Licensed Materials which may be retained in intangible form by individuals who have had access to them.

4. **EarlyCheck.** The following terms apply with regard to EarlyCheck (the "**Licensed Application**" under this Section):

a. Authorized User. In the "Definitions" Section of the General Terms, the definition of "Authorized User" is replaced with the following:

"Authorized User" means any employee, individual Independent Contractor, or employee of an Independent Contractor of Licensee, or loan origination or other system used by Licensee, registered by Licensee, or by Fannie Mae on Licensee's behalf, who is authorized to use the Licensed Application and has been issued an active Authentication Credential. The term "Authorized User" refers additionally to any loan origination or other system that constitutes a Third-Party Application, but only to the extent such system specifically facilitates Licensee's access to and use of the Licensed Application. Licensee is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA.

b. Independent Contractor. The following term is added to the "Definitions" Section of the General Terms:

"Independent Contractor" means any individual or company who: (i) is an independent contractor and (ii) requires access to the Licensed Application in order to perform services which it is actively providing to Licensee, as Licensee's agent.

c. License. The Section of the General Terms entitled "License" is replaced with the following:

Provided that Licensee is a SF Lender approved to sell single-family loans to Fannie Mae, Fannie Mae grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license under Fannie Mae's intellectual property rights to access and use the Licensed Application through its Authorized Users during the term of this Schedule and, if Fannie Mae, in its sole discretion, provides Codified Findings to Licensee, to use them in accordance with the terms of the "Codified Findings" subsection of this Section. The Licensed Application is licensed to Licensee on a company-wide subscription basis.

d. Restrictions on Use. Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee may only access and use the Licensed Materials in association with loans Licensee is considering for sale to Fannie Mae.

e. Codified Findings. The following terms apply if Fannie Mae provides Codified Findings to Licensee:

   i. Licensee may use the Codified Findings to:

      (1) populate its databases and other downstream systems with data points including, by way of illustration, special feature codes;

      (2) create automated decisioning and actionable items based on data parsed from the Codified Findings;

      (3) customize, add, or suppress messaging to be compatible with Licensee's specific requirements; and

      (4) create reports and analyses.

   ii. Licensee agrees that:

      (1) the Codified Findings are subject to change at any time and from time to time;

      (2) Licensee develops code based upon the Codified Findings at its own risk, cost, and expense;

      (3) 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;

      (4) Licensee may not modify, alter, or translate the Codified Findings in such a way as to materially alter the substance of any finding issued by the Licensed Application; and

      (5) if there is any inconsistency between the findings or results issued by the Licensed Application and the Codified Findings, the findings or results issued by the Licensed Application will govern.

f. No Purchase Approval or Denial. Licensee agrees that: (i) any results issued by the Licensed Application will not constitute an approval or denial of the Mortgage Loan Application or loan by Fannie Mae or a commitment to purchase the loan by Fannie Mae and (ii) Fannie Mae makes no representation or warranty that the Licensed Application will identify any errors or issues that may cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.

g. Mandated Disclosures. Licensee agrees that it bears sole responsibility for any disclosure and other obligations arising under federal, state and local laws and regulations relating to Mortgage Loan Applications and that such obligations in no event should be considered imposed upon or shared by Fannie Mae by virtue of Licensee's use of the Licensed Application.

h. Validation Identification Numbers. Licensee's disclosure of a Validation 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 that collection of data assigned such Validation Identification Number (for which Fannie Mae has no liability) and authorization to Fannie Mae to provide the third party with such access. For purposes of this Section entitled "EarlyCheck," the term "Validation Identification Number" means the unique identifier assigned by the Licensed Application to a collection of data related to a Mortgage Loan Application which may include underwriting recommendations, data comparisons, data validations, reports, and other information.

5. **Fannie Mae Connect.** The following terms apply to the Fannie Mae Connect (the "**Licensed Application**" under this Section) Asset Data File Access utility:

   a. Asset Data File Access. The Licensed Application's Asset Data File Access utility allows SF Lenders (each, a Licensee) to download asset Verification Report data (the "Data File") received by Fannie Mae on behalf of such SF Lenders from a Third-Party Data Source through the DU Validation Service. The Data File contains asset Verification Report data that was used to perform DU Validations.

   b. Restrictions on Use. Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application for purposes of downloading the Data File is conditioned upon Licensee's compliance with the following:

i) Licensee and its Authorized Users may only access Data Files that are associated with its own Seller/Servicer Number or Institution ID;

ii) Licensee acknowledges and agrees that the Data Files 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 a Data File is solely Licensee's responsibility, and Fannie Mae and its Third-Party Licensors are not responsible for any such use or liability;

iii) Licensee acknowledges and agrees that by downloading a Data File it assumes sole responsibility for securing the data contained in the file and that such data is subject to all protections afforded Confidential Information, including NPI, that are established in the General Terms.

iv) Licensee 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.

c. Third-Party Access. Licensee may not designate third parties to use the Licensed Application or otherwise provide third parties with access to the Licensed Application. Licensee may download and share Data Files with third parties in compliance with applicable laws, rules, or regulations, and in accordance with all requirements of the Lender Contract and agreements to which Licensee is a party. Licensee assumes full responsibility for the consequences of such sharing.

6. **Pricing & Execution – Whole Loan.** The following terms apply with regard to Pricing & Execution – Whole Loan and its servicing-released components (the "**Licensed Application**" under this Section) and its underlying business methodologies:

a. Authorized User. For purposes of this Section, the term "Authorized User" includes individuals (i) working for Third-Party Providers retained by Licensee to perform mortgage-related services on their behalf that require access to the Licensed Application and (ii) who have obtained Authentication Credentials as a result of Licensee's actions or Fannie Mae's actions on Licensee's behalf. Licensee is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA.

b. Authorization to Perform Transactions/Access to Data. Licensee is solely responsible for ensuring that individuals performing transactions using the Licensed Application are authorized to perform them. Licensee agrees that the Licensed Application enables Authorized Users to access all of Licensee's data in the Licensed Application, including data that is irrelevant to services they are performing. Licensee accepts sole responsibility for the data access of its Authorized Users and indemnifies and holds Fannie Mae harmless from all Losses arising from it.

c. Binding Commitments. Except as provided in paragraph (d) of this Section, a commitment, pair-off, extension or over-delivery, as described in the Selling Guide, as well as an automatic extension or pair-off, will only be binding on Fannie Mae if and when Licensee is issued a confirmation from Fannie Mae with a corresponding commitment number, either by the Licensed Application or another written communication (via e-mail or otherwise). Fannie Mae reserves the right to refuse requests for pair-offs, extensions and over-deliveries at its sole option. The terms of the Section of the General Terms entitled "Fees, Taxes, and Billing" applies to all fees associated with pair-offs, extensions, and over-deliveries.

d. Telephonic Commitments. Licensee agrees and acknowledges that if the Licensed Application fails to issue a confirmation of Licensee's commitment, Licensee must immediately call Fannie Mae at (800) 752-0257. If Fannie Mae had not received such commitment information from Licensee, no commitment will have been effected and Licensee will be so advised. If Fannie Mae receives commitment information from Licensee telephonically (either due to a failure of the Licensed Application to issue a confirmation of Licensee's commitment or to display an applicable note rate on the rate sheet), Licensee will be given a commitment number during the telephone call and a commitment will have been effected. The Licensed Application will issue a confirmation of the commitment. Licensee and Fannie Mae agree that commitments, pair-offs, extensions, and over-deliveries obtained via telephonic means, as described in and in compliance with the Selling Guide, are binding on the parties to the same extent and pursuant to the same requirements as those obtained via the Licensed Application. If the telephone conversation between Licensee and

Fannie Mae is recorded by Fannie Mae, the terms recorded in the voice recording will take precedence over the terms set forth in the confirmation where the voice recording and the confirmation conflict. Notwithstanding the above, Fannie Mae reserves the right to refuse to enter into telephonic commitments at any time.

e. Access to Servicing-related Component. At its sole discretion, Fannie Mae may choose to provide Licensee with access to a servicing-released component of the Licensed Application. Licensee acknowledges and agrees that:

   i. Fannie Mae is not purchasing or selling servicing by providing access to a servicing-released component;

   ii. Fannie Mae is not responsible for Licensee's sale (or attempted sale) of servicing using Fannie Mae technology or otherwise;

   iii. Fannie Mae has no liability or responsibility related to the accuracy and completeness of any information Licensee obtains from the Licensed Application and uses or relies upon in any way;

   iv. any liability arising out of or resulting from Licensee's sale (or attempted sale) of servicing to a servicer using Fannie Mae technology is solely Licensee's (or the servicer's) responsibility; and

   v. Fannie Mae makes no representations or warranties as to the availability or accessibility of a servicing-released component or the participation of any servicer therein.

f. Calculations of Net SRP and Net Funding SRP. Fannie Mae's calculation of net servicing release premium ("**SRP**") and net funding SRP is based on information submitted by Licensee through the Licensed Application and information submitted by the servicer through the servicing-released component. Fannie Mae accepts no responsibility for the accuracy or completeness of such information and is entitled to rely on such information in calculating the net SRP and the net funding SRP and in collecting an amount equal to the net funding SRP from the servicer and remitting it to Licensee on behalf of the servicer (or in deducting an amount equal to any negative net funding SRP from the acquisition proceeds and remitting it to the servicer). Fannie Mae has no liability or responsibility if issues arise in connection with:

   i. the accuracy or completeness of the information that the Licensed Application uses to calculate the net SRP or the net funding SRP;

   ii. Licensee's sale (or attempted sale) of servicing to a servicer (other than the calculation, collection, and remittance of net funding SRP and transfer of certain data to the servicer); or

   iii. the servicing obligations and obligations relating to escrow funds.

g. Relationship with Active Servicers. Licensee agrees that:

   i. the participation of Licensee or a servicer in a servicing-released component of the Licensed Application ("**Active Servicer**") does not affect the independence of Fannie Mae and Licensee or the servicer and that Licensee and the servicer are not partners of, or joint venturers with, Fannie Mae as a result of their participation in a servicing-released component; and

   ii. neither Fannie Mae, on the one hand, and Licensee or any Active Servicer, on the other hand has any right, power, or authority to enter into any agreement for or on behalf of the other, or to incur any obligation or liability, or to otherwise bind, the other.

   Licensee agrees that any agreement that applies to sales of servicing executed through the Licensed Application are not binding upon Fannie Mae. Licensee further acknowledges and agrees that Fannie Mae makes no representations or warranties relating to any Active Servicer or its business practices or methods, including representations or warranties as to any Active Servicer's compliance with applicable laws and regulations.

h. Disclosures to Active Servicers. Without limiting the terms of the Section of the General Terms entitled "Rights in Data," Fannie Mae has the right to:

   i. provide each Active Servicer all data related to servicing bids made by them;

   ii. provide each Active Servicer all data (except loan sale pricing) pertaining to commitments in which servicing is released to them; and

iii. provide data and analytics to each Active Servicer pertaining to their servicing bids.

Licensee may obtain Active Servicers' SRP information in the course of Licensee's participation in the Licensed Application. Licensee acknowledges and agrees this information is the confidential information of the Active Servicer and agrees to safeguard it as if it were Fannie Mae's confidential information in accordance with the terms of the Selling Guide.

i. Lender Contract. The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including loan eligibility requirements, pricing execution options, delivery methods, or servicing requirements, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.

j. No Waiver of Fees. Without limiting the terms of the Section of the General Terms entitled "No Implied Waiver," a waiver of any fee associated with Licensee's use of the Licensed Application will not be effective unless and to the extent it is given in writing and will not constitute a waiver of any other fee.

7. **Pricing & Execution – MBS.** The following terms apply with regard to Pricing & Execution – MBS (the "**Licensed Application**" under this Section) and its underlying business methodologies:

a. Authorized User. For purposes of this Section, the term "Authorized User" includes individuals: (i) working for Third-Party Providers retained by Licensee to perform mortgage-related services on their behalf that require access to the Licensed Application and (ii) who have obtained Authentication Credentials as a result of Licensee's actions or Fannie Mae's actions on Licensee's behalf. Licensee is responsible for all actions and inactions of Authorized Users with respect to a Licensed Application and all actions and inactions of Authorized Users are deemed to be actions and inactions of Licensee. Licensee guarantees the full performance by its Authorized Users of all obligations under the SSA.

b. Authorization to Perform Transactions/Access to Data. Licensee is solely responsible for ensuring that individuals performing transactions using the Licensed Application are authorized to perform them. Licensee agrees that the Licensed Application enables Authorized Users to access all of Licensee's data in the Licensed Application, including data that is irrelevant to services they are performing. Licensee accepts sole responsibility for the data access of its Authorized Users and indemnifies and holds Fannie Mae harmless from all Losses arising from it.

c. Binding Commitments. A commitment, pair-off, or roll, as described in the Selling Guide, will only be binding on Fannie Mae if and when Licensee is issued a confirmation with a corresponding commitment number, either by the Licensed Application or another written communication (via e-mail or otherwise). Fannie Mae reserves the right to refuse requests for pair-offs and rolls at its sole option. The terms of the Section of the General Terms entitled "Fees, Taxes, and Billing" applies to all fees associated with pair-offs and rolls.

d. Authorized Actions. Licensee consents to Fannie Mae's taking certain actions on its behalf ("**Authorized Actions**") under certain circumstances. The actions that Fannie Mae may take, and the only circumstances under which Fannie Mae is authorized to take such actions, are as described below:

i. Without prior notice to Licensee, Fannie Mae may initiate a pair-off if there is a commitment with an aggregate delivered volume of less than the Minimum Delivery Amount reflected in the related commitment and Licensee has not executed either a pair-off or roll of the outstanding balance by the last business day of the Issue Month reflected in the applicable commitment ("**Pair-off/Roll Deadline**"). This may result in a pair-off fee payable by Licensee in accordance with the terms of the commitment.

ii. At the request of Licensee, Fannie Mae may either pair-off an existing commitment or roll the volume into the month following the Issue Month reflected in the related commitment, provided (A) Fannie Mae receives Licensee's request prior to Fannie Mae's close of business on the Pair-off/Roll Deadline, and (B) for a roll request, the commitment was not created as a result of a Rolled Volume from the previous month. "Rolled Volume" is all or a portion of the volume from an existing commitment that is rolled to a new commitment for the Issue Month immediately following the Issue Month designated in the original commitment. Fannie Mae will send Licensee an email with the proposed terms of the requested pair-off or roll, which terms must be confirmed by Licensee in writing (including email) within 5 minutes or Fannie Mae will not take the requested action on Licensee's behalf.

iii. At the request of Licensee, Fannie Mae may, at its option, create a new commitment on behalf of Licensee, provided that Fannie Mae will only create a new commitment on behalf of Licensee under an Authorized Action under an extenuating circumstance in which (A) time is of the essence, and (B) Licensee is unable to make the commitment on its own behalf, (e.g., none of Licensee's Authorized Users with "write" access are able to access the Licensed Application). Fannie Mae will send Licensee an email with the proposed terms, which terms must be confirmed by Licensee in writing (including email) within 5 minutes or Fannie Mae will not take the requested action on Licensee's behalf. In the alternative, Fannie Mae may provide comments in the "Comments" field of the commitment in which case Licensee must comply with the instruction to review the terms of the commitment and notify Fannie Mae of any objections within the specified time period, or Licensee will be deemed to have accepted the terms of the commitment.

e. Authorized Actions and Fees. Licensee authorizes Fannie Mae to perform Authorized Actions on Licensee's behalf and charge such fees as are associated with the actions performed as if the actions had been performed by Licensee. If Fannie Mae takes an Authorized Action, Licensee agrees to be bound by such action to the same extent as if the action had been taken by one of Licensee's Authorized Users of the Licensed Application.

f. Negotiated Commitments. At the request of Licensee, Fannie Mae may create a negotiated commitment on behalf of Licensee. Licensee must confirm the terms of the commitment by either (i) confirming such terms in writing (including email) within 5 minutes if Fannie Mae sends Licensee an email with the proposed terms, or Fannie Mae will not take the requested action on Licensee's behalf; or (ii) complying with Fannie Mae's instructions to review the terms of the commitment and notify Fannie Mae of any objections within the specified time period if Fannie Mae provides comments in the "Comments" field of the commitment, or Licensee will be deemed to have accepted the terms of the commitment.

g. Lender Contract. The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including loan eligibility requirements, pricing execution options, and delivery methods, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.

h. No Waiver of Fees. Without limiting the terms of the Section of the General Terms entitled "No Implied Waiver," a waiver of any fee associated with Licensee's use of the Licensed Application will not be effective unless and to the extent it is given in writing and will not constitute a waiver of any other fee.

8. **Property Data API Review Tool.** The following terms apply with regard to the Property Data API Review Tool ("**PDART**") (the "**Licensed Application**" under this Section):

a. Restrictions on Use; Termination of Access. Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Addendum, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:

i. Licensee must limit its use of the Licensed Application, including its reports and other output, in printed form or otherwise, to

(1) quality control and the management of collateral risk; and
(2) protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability.

ii. Licensee must not use the Licensed Application, including its reports and other output, in printed form or otherwise:

(1) for credit evaluation;
(2) to make a credit decision;
(3) to interfere with the independent judgment of a property data collector or an appraiser; or
(4) for marketing or other external purposes.

Fannie Mae reserves the right to immediately suspend or terminate Licensee's right to access and use the Licensed Application if it determines, in its sole discretion, that Licensee has violated the terms of this Section entitled "Property

Data API Review Tool," misused the Licensed Application or otherwise used the Licensed Application for other than its intended purpose.

b. Acknowledgments. Licensee acknowledges and agrees to the following:

   i. Licensee is responsible for the assessment of the data reviewed within the Licensed Application.

   ii. 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.

c. Third-Party Access.

   i. Access. Licensee may designate one or more agents (including outsourced vendors/providers) to use the Licensed Application on Licensee's behalf. An agent's access to the Licensed Application provides the agent with access to the interface, data and images.

   ii. Guarantee by Licensee. If Licensee designates an agent or other third party to use the Licensed Application, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the General Terms and this Schedule and will retain all obligations and liabilities under the General Terms and this Schedule in connection with that party's access to and use of the Licensed Application.

   iii. Termination of Relationships. Fannie Mae reserves the right to immediately suspend or terminate any relationship established between Licensee and a third party by and for the Licensed Application at any time, at its sole discretion.

9. **Uniform Collateral Data Portal; Collateral Underwriter; Related APIs.** The following terms apply with regard to the Uniform Collateral Data Portal (including its Fannie Mae Collateral Data Delivery Service ("**CDDS**") and related APIs, where permitted) and Collateral Underwriter (each, the "**Licensed Application**" under this Section):

a. Joint GSE Portal. The Uniform Collateral Data Portal ("**UCDP**") is a joint GSE portal for the electronic collection of appraisal data. When submitting appraisal data to UCDP, Licensee may designate the appraisal data for delivery to one or more GSEs. Appraisals delivered to Fannie Mae via UCDP will be automatically submitted to Collateral Underwriter ("**CU**") for review.

b. Restrictions on Use. Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:

   i. Licensee must limit its use of the Licensed Application, including its reports and other output, in printed form or otherwise, to (A) the management of collateral risk and (B) protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability.

   ii. Licensee may not use the Licensed Application, including its reports and other output, in printed form or otherwise: (A) for credit evaluation, (B) to make a credit decision or (C) to interfere with the independent judgment of an appraiser.

c. Appraisals. Licensee agrees to the following:

   i. Licensee is responsible for the assessment and accuracy of appraisals in accordance with the Selling Guide. The Licensed Application does not "approve" or "deny" appraisals, nor does the absence or presence of flags or messages generated by the Licensed Application indicate an appraisal is acceptable or unacceptable;

   ii. 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; and

   iii. Licensee has obtained requisite authorization to access, review, and use appraisals and related data that have been procured through the Licensed Applications.

d. Third-Party Access.

   i. *UCDP*. Licensee may designate one or more agents (including appraisal management companies and outsource providers) to use the Uniform Collateral Data Portal (including CDDS and related APIs) on Licensee's behalf. An agent's access to UCDP provides the agent with access to the CU findings and messages included in the UCDP output but does not entitle the agent to access the CU application itself.

ii. *CU*. Licensee may not designate third parties to use CU or otherwise provide third parties with access to CU (including technology vendors and appraisers) without the express written permission of Fannie Mae, which permission may be withheld by Fannie Mae at its sole discretion. Licensee is expressly prohibited from sharing, distributing, or otherwise providing its Authentication Credentials or access rights to any appraisal management company for the purpose of accessing CU. Additionally, although Licensee may use CU output to inform its dialogue with appraisal management companies and appraisers regarding appraisals they supplied to Licensee, Licensee may not provide appraisal management companies and appraisers with copies or displays of Fannie Mae reports that contain CU findings, including the CU Print Report, the UCDP Submission Summary Report (SSR), and the CU section of the DU Underwriting Findings Report. Further, Licensee's technology vendors may not (A) disclose, aggregate, or distribute CU findings, messages, or reports containing CU findings and messages to third parties or (B) use CU findings or messages for any purpose other than assisting Licensee in Licensee's management of collateral risk and helping Licensee protect against or prevent actual or potential fraud, unauthorized transactions, claims, and/or other liability. Licensee assumes full responsibility for the consequences of such technology vendors' disclosure and use of CU findings and messages in violation of the prohibitions set forth in the foregoing sentence.

e. Guarantee by Licensee. If Licensee designates an agent or other third party to use UCDP or CU, or otherwise provides a third party access to CU, whether in compliance with or in violation of the terms of the SSA, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the General Terms and this Schedule, and will retain all obligations and liabilities under the General Terms and this Schedule in connection with that party's access to and use of the Licensed Application.

f. Appraisal Sharing and Disclosure of Doc File ID. If Licensee directs the Licensed Application to share an appraisal or other data associated with a Doc File ID with a third party, or if Licensee discloses a Doc File ID to a third party, Licensee will be deemed to have authorized Fannie Mae to provide the third party with access to all data associated with the appraisal or Doc File ID. Licensee indemnifies and holds Fannie Mae harmless from all Losses arising from providing such access.

g. Termination of Relationships. Fannie Mae reserves the right to immediately suspend or terminate any relationship established between Licensee and a third party by and for the Licensed Application at any time, at its sole discretion.

10. **Loan Delivery.** The following terms apply with regard to Loan Delivery, including its ASAP Plus functionality (the "**Licensed Application**" under this Section):

a. No Approval or Denial of Loan. Licensee agrees that any results issued by the Licensed Application will not constitute an approval or denial of the loan by Fannie Mae or a commitment to purchase the loan by Fannie Mae.

b. No Representation or Warranty. Fannie Mae makes no representation or warranty that the Licensed Application will identify any or all errors or issues that may cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.

c. Intended Actions. Licensee is solely responsible for ensuring that the data it enters, selections it makes, and actions it takes using the Licensed Application represent Licensee's intentions.

d. Authorization and Accuracy of Transactions. Licensee is solely responsible for the due authorization and accuracy of all transactions made using the Licensed Application, and Fannie Mae is under no obligation to verify whether any transaction has been so authorized and accurately reflects the terms desired by the Licensee.

11. **Wire Administration.** If a licensed application includes a wire administration functionality (the functionality being the "**Licensed Application**" under this Section), the following terms apply:

a. Accurate and Complete Instructions; Reliance. Licensee must ensure the Licensed Application contains accurate, current, and complete wiring instruction information, including associated relationships with warehouse lenders, disbursement agents, and other entities as appropriate. Fannie Mae is not responsible for the accuracy, completeness, or currency of the wiring instructions in the Licensed Application and disclaims all liability associated with wiring instruction information. Fannie Mae is entitled to rely on wiring instructions that are entered or maintained in the Licensed Application. Fannie Mae's reliance on such instructions does not constitute verification or endorsement of their validity.

b. Bailee Letters. Licensee must instruct its warehouse lenders to place the name of the warehouse lender in the header of its bailee letters associated with Fannie Mae loans.

c. Cooperation with Warehouse Lenders and Disbursement Agents. Licensee must provide reasonable and timely cooperation to its warehouse lenders and disbursement agents who are participating in the wire administration functionality in their efforts to ensure accurate and complete wiring instructions are maintained in the Licensed Application.

d. Authorized Representatives Only. Maintenance of wiring instruction information by Licensee must be made in the Licensed Application only by authorized representatives of Licensee.

e. Fraudulent or Malicious Activity. Fannie Mae will not be liable for any loss, misdirection, interception, or failure of funds to reach the intended recipient resulting from fraudulent or malicious activity, including phishing, cyberattacks, or unauthorized access, that compromises the integrity of Licensee's wiring instructions. Licensee is solely responsible for implementing and maintaining appropriate safeguards to ensure the authenticity, accuracy, and security of wiring instruction information entered or maintained in the Licensed Application.

12. **Access Code.** Licensee agrees that it may be provided with an access code ("**Code**") for use on a single personal computer or local area network (LAN) in Licensee's organization. The Code will be used by Licensee for the purpose of electronically accessing from Fannie Mae certain data, such as pool numbers, related to Licensee or to any other subscriber to the Fannie Mae system who authorizes Licensee to have such access. Licensee agrees that the Code is the Confidential Information of Fannie Mae and is subject to all protections afforded Confidential Information as are established in the General Terms.

13. **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. 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.

14. **Suspension or Termination for Cause.** In addition to, and not in limitation of, Fannie Mae's rights under the General 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 Licensee's access to the Licensed Application if Licensee violates the terms of the Section of this Schedule entitled "Uniform Collateral Data Portal; Collateral Underwriter, or (b) offering mandatory and best efforts commitments to Licensee via the Licensed Application or permitting Licensee to participate in a servicing-released component, if the Licensed Application includes committing functionality, and Fannie Mae will have no liability to Licensee or otherwise for any such action. If the suspension or termination of a Licensed Application with committing functionality is unrelated to Licensee's status as a SF Lender, (A) both parties will fulfill all unexpired commitments and (B) both parties will fulfill their obligations with respect to any sale of servicing related to unexpired commitments.

15. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of Sections 3 through 11 of this Schedule.

16. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Uniform Closing Dataset (UCD) Collection Solution

Schedule

1. **Licensed Application.** Fannie Mae licenses to Licensee the application known as the UCD Collection Solution, together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application allows Licensee to deliver certain data.

2. **Definitions.** The following terms are used in this Schedule as defined below:

   "Casefile ID Number" means the unique identifier assigned to the Loan Casefile.

   "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. Such data may include, data contained in:

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

   b. verifications of income, employment, or assets, or other forms of alternate documentation as described in the Selling Guide;

   c. the Uniform Residential Loan Application, including any attachments and supplements to it; and

   d. any correspondence or communication from the consumer or any third party which includes information relating to any of the above factors.

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

   "**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.

   "**Loan Casefile"** means a unique collection of data related to a Customer's Mortgage 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 which includes the Uniform Closing Dataset SML file and assigned a Casefile ID Number.

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

3. **Restrictions on Use.** Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:

   a. Notwithstanding the terms of the Section of the General Terms entitled "Restrictions on Use", with respect to any APIs, if Licensee is an appraisal management company or appraiser, Licensee may not use the API to obtain any data or information that is Consumer Data (or identified by Fannie Mae to Licensee as Consumer Data) on consumers for whom it did not perform or is not directly or indirectly performing an appraisal until AFTER receiving the consumer's prior consent to access such data.

b. Licensee must limit its use of the Licensed Application for its own business purposes and in association with loans intended for sale to Fannie Mae.

Without derogating from the generality of the foregoing sentence, (i) Licensee shall not access, use, or allow others to access or use the Licensed Materials in a multiple-use arrangement or as part of a service bureau, and (ii) Licensee shall only access and use the Licensed Materials in support of its mortgage industry activities.

4. **No Purchase Approval or Denial.** Licensee agrees that: (i) any results issued by the Licensed Application will not constitute an approval or denial of the Mortgage Loan Application or loan by Fannie Mae or a commitment to purchase the loan by Fannie Mae, and (ii) Fannie Mae makes no representation or warranty that the Licensed Application will identify any errors or issues that may cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.

5. **Mandated Disclosures.** Licensee agrees that it bears sole responsibility for any disclosure and other obligations arising under federal, state, and local laws relating to Mortgage Loan Applications and that such obligations in no event should be considered imposed upon or shared by Fannie Mae by virtue of Licensee's use of the Licensed Application.

6. **Loan Casefile ID Numbers.** Licensee's disclosure of a Casefile ID 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 (for which Fannie Mae will have no liability) and authorization to Fannie Mae to provide the third party with such access. In no event may a Casefile ID Number be used by Licensee to submit more than one loan to the Licensed Application.

7. **Termination.** In addition to the termination provision in the Section of the General Terms entitled "Term and Termination," Fannie Mae may, at any time and without cause, immediately suspend or terminate Licensee's right to access and use the Licensed Application, or may terminate this Schedule, upon written notice to Licensee.

8. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of a breach of any term of this Schedule.

9. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.

Uniform Collateral Data Portal

Schedule

1. Licensed Application. Fannie Mae licenses to Licensee the Uniform Collateral Data Portal® (UCDP®) (including integration to its Fannie Mae Collateral Data Delivery Service ("**CDDS**"), where permitted), together with any related APIs, and any other application that provides similar functionality to that described in this Schedule (each, a "**Licensed Application**"), as permitted, pursuant to this Schedule and the General Terms. As of the effective date of this Schedule, the Licensed Application allows Licensee to identify potential appraisal issues prior to loan delivery and deliver certain appraisal and housing goal data.
2. UCDP. UCDP is a joint GSE portal for the electronic collection of appraisal data. When submitting appraisal data to UCDP, Licensee may designate the appraisal data for delivery to one or more GSEs. Appraisals delivered to Fannie Mae via UCDP will be automatically submitted to Collateral Underwriter ("**CU**") for review.
3. Restrictions on Use. Without limiting the terms of the Section of the General Terms entitled "Restrictions on Use" or any other provision in the General Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:
   a. Licensee must limit its use of the Licensed Application, including its reports and other output, in printed form or otherwise, to (i) the management of collateral risk and (ii) protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability.
   b. Licensee may not use the Licensed Application, including its reports and other output, in printed form or otherwise: (i) for credit evaluation, (ii) to make a credit decision, or (iii) to interfere with the independent judgment of an appraiser.
   c. Notwithstanding the terms of the Section of the General Terms entitled "Restrictions on Use", with respect to any APIs, if Licensee is an appraisal management company or appraiser, Licensee may not use the API to obtain any data or information that is Consumer Data (or identified by Fannie Mae to Licensee as Consumer Data) on consumers for whom it did not perform or is not directly or indirectly performing an appraisal until AFTER receiving the consumer's prior consent to access such data.
4. Appraisals. Licensee agrees to the following:
   a. Licensee is responsible for the assessment and accuracy of appraisals in accordance with the Selling Guide. The Licensed Application does not "approve" or "deny" appraisals, nor does the absence or presence of flags or messages generated by the Licensed Application indicate an appraisal is acceptable or unacceptable.
   b. 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.
   c. Licensee has obtained requisite authorization to access, review, and use appraisals and related data that have been procured through the Licensed Applications.
5. Third-Party Access. If Licensee is a correspondent lender or is otherwise originating loans, Licensee may designate one or more agents (including appraisal management companies and outsource providers) to use the UCDP on Licensee's behalf. If Licensee is any other entity, Licensee may not designate any agents to use the UCDP on Licensee's behalf. An agent's access to UCDP provides the agent with access to the CU findings and messages included in the UCDP output but does not entitle the agent to access the CU application itself.

   Licensee may not designate third parties to use CU or otherwise provide third parties with access to CU (including appraisal management companies, technology vendors, and appraisers) without the express written permission of Fannie Mae, which permission may be withheld by Fannie Mae at its sole discretion. Additionally, although Licensee may use CU output to inform its dialogue with appraisal management companies and appraisers regarding appraisals they supplied to Licensee, Licensee may not provide appraisal management companies and appraisers with copies or displays of Fannie Mae reports that contain CU findings, including the CU Print Report, the UCDP Submission Summary Report (SSR), and the CU section of the DU Underwriting Findings Report. Further, Licensee's technology vendors may not (a) disclose, aggregate, or distribute CU findings, messages, or reports containing CU findings and messages to third parties or (b) use CU findings or messages for any purpose other than assisting Licensee in Licensee's management of collateral risk and helping Licensee protect against or prevent actual or potential fraud, unauthorized transactions, claims, and/or other liability. Licensee assumes full responsibility for the consequences of such technology vendors' disclosure and use of CU findings and messages in violation of the prohibitions set forth in the foregoing sentence.

6. **Guarantee by Licensee.** If Licensee designates an agent or other third party to use UCDP, whether in compliance with or in violation of the terms of the SSA, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the General Terms and this Schedule, and will retain all obligations and liabilities under the General Terms and this Schedule in connection with that party's access to and use of the Licensed Application.
7. **Appraisal-Sharing and Disclosure of Doc File ID.** If Licensee directs the Licensed Application to share an appraisal or other data associated with a Doc File ID with a third party, or if Licensee discloses a Doc File ID to a third party, Licensee will be deemed to have authorized Fannie Mae to provide the third party with access to all data associated with the appraisal or Doc File ID. Licensee indemnifies and holds Fannie Mae harmless from all Losses arising from providing such access.
8. **Entire Agreement.** Notwithstanding the provisions of the Section of the General Terms entitled "Entire SSA; Priority," the use of UCDP is additionally governed by certain terms and conditions presented in the UCDP portal ("**UCDP Portal Terms**"). The UCDP Portal Terms apply specifically to Licensee's access and use of UCDP and are incorporated by reference into this SSA. In the event of any conflict between the terms of this SSA and the UCDP Portal Terms, the terms of this SSA will take precedence with respect to access to and use of UCDP.
9. **Termination of Relationships.** Fannie Mae reserves the right to immediately suspend or terminate any relationship established between Licensee and a third party by and for the Licensed Application at any time, at its sole discretion.
10. **Termination.** In addition to the termination provision in the Section of the General Terms entitled "Term and Termination," Fannie Mae may, at any time and without cause, immediately suspend or terminate Licensee's right to access and use the Licensed Application, or may terminate this Schedule, upon written notice to Licensee.
11. **Indemnification.** Licensee's obligation to indemnify Fannie Mae as established in the General Terms includes indemnification in the event of any breach of this Schedule.
12. **Survival.** In addition to the provisions referred to in the Section of the General Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including "Indemnification," will survive any termination of this Schedule or the SSA.