Software Subscription License

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License

This Software Subscription License (the "License"), together with the General Terms and Conditions (the "General Terms"), including Appendix A (if applicable), and all applicable Schedules contained in the Consolidated Technology Guide (the "Technology Guide"), collectively constitute the "Software Subscription Agreement" or "SSA" between Licensee and Fannie Mae ("Fannie Mae," "we," "our," "us"), a corporation organized and existing under the laws of the United States.

I. General Information

A. Purpose of Contract

The purpose of the SSA is:

- to grant Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license under Fannie Mae's intellectual property rights to access and use the Licensed Materials through its Authorized Users; and
- to provide the terms and conditions of the grant of rights and imposition of restrictions and obligations.

B. Consideration

In consideration of the purpose of the SSA and of all the provisions and mutual promises contained in it, Licensee and Fannie Mae agree to all that the SSA contains.

C. Our Guide

The Technology Guide contains the General Terms, including Appendix A (if applicable), and all applicable Schedules, and is incorporated into and forms part of the SSA. The Technology Guide may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the General Terms.

D. Definitions

Capitalized terms used but not defined in this License have the meanings given to them in the General Terms or the applicable Schedule.

II. Termination of Contract

The termination and suspension of the SSA are governed by the General Terms and any applicable Schedule.

III. Severability and Enforcement

If any provision of the SSA conflicts with applicable law, the other provisions of the SSA that can be carried out without the conflicting provision will not be affected.

All rights and remedies under the SSA are distinct and cumulative, not only as to each other, but as to any rights or remedies afforded by law or equity. They may be exercised together, separately, or successively. These rights and remedies are for our benefit and that of our successors and assigns.

IV. Scope of Contract

The Licensed Application(s) covered by this License may be documented electronically in Licensee's access profile or identified in Exhibit A of this License. Licensee is bound by the General Terms and, with respect to each Licensed Application, the Schedule applicable to that Licensed Application.

V. Signatures and Date

By executing this License, or accepting the SSA electronically through Technology Manager, Licensee agrees to all of the SSA's terms and conditions, including the applicable Schedule(s).

The SSA takes effect on the date Licensee executes this License or provides such electronic acceptance.

VI. Electronic Signatures

Electronic signatures that comply with the Electronic Signatures in Global and National Commerce Act (ESIGN), including any electronic signature used to execute this License, are as enforceable as ink signatures on paper. Documents received via electronic transmission will be deemed originals for all purposes.

VII. Counterparts

This License may be executed in counterparts, each of which is fully effective as an original and all of which together constitute the same instrument. Executed copies may be delivered by email or other electronic means.

Licensee:

Licensee Name

Address — Line 1

Address — Line 2

Address — Line 3

Point of Contact (POC) Name

POC Phone

POC Email

Seller/Servicer Number (if applicable)

By:

Authorized Signature

Type Name and Title

Date: