



Bulletin

Consolidated Technology Guide

This Bulletin is issued in accordance with the section of the Consolidated Technology Guide (the “**Guide**”) entitled *Notification of Changes and Updates*. The purpose of this Bulletin is to notify Licensees that a new version of the Guide has been published that supersedes and replaces the prior version of the Guide. This version of the Guide contains updates to the Software Subscription Agreement terms and conditions.

In addition to minor clerical and clean-up edits, including typo corrections, renumbering of sections, reformatting and other similar modifications, the updated Guide includes the following substantive changes:

Part A, General Terms and Conditions	
Section Number /Title	Description of Change
1.— Introduction	Clarified the applicability of the General Terms to all Licensees.
2.— Definitions	Revised the definition of “Cybersecurity Incident.”
3.—Grant of Rights and Imposition of Restrictions and Obligations	Updated “Restrictions on Use” subsection to replace “without liability to Licensee” to “without liability to Fannie Mae” for access updates to a test environment.
5.9.—Data Submission	<ul style="list-style-type: none">➤ Updated section title to “Data Submission.”➤ Added Licensee representations on necessary rights and consents for the data it submits to the Licensed Application.
6.—System and Data Security	<ul style="list-style-type: none">➤ Updated “Implement industry standard measures” subsection to revise and add security measures. Added requirement to maintain data loss prevention/transmission protection process and controls.
A1.—Appendix A, Definitions	Revised the definition of “Confidential Information” for Licensees that are not SF Lenders.
A3.—Appendix A, Confidentiality of Information;	<ul style="list-style-type: none">➤ Updated “Licensee Responsibilities” section to clarify that compliance with laws includes data protection laws.



Nonpublic Personal Information; Cybersecurity Incidents and Procedures	<ul style="list-style-type: none">➤ Relocated the following subsections to appear earlier in Section A3 : “Remedies,” “Exclusions,” and “Disclosure required by applicable law.”➤ Updated subsection title to “Cybersecurity Incident Response Requirements” and revised requirements for an incident response plan. Added that Licensee must conduct annual test of the incident response plan.➤ Updated subsection title to “Cooperation with Fannie Mae in Case of Cybersecurity Incident” and added additional detail regarding Licensee assistance to Fannie Mae with meetings and documentation to remediate a Cybersecurity Incident.➤ Updated subsection title to “Cybersecurity Incident Management” to add and revise Licensee requirements in case of a Cybersecurity Incident or the reasonable conclusion of a Cybersecurity Incident, including updating notification timeline to no later than 36 hours.➤ Added a subsection titled “Filings by Licensee relating to Cybersecurity Incident” to provide Fannie Mae with any filings to a regulatory body relating to a Cybersecurity Incident within 36 hours.➤ Added a subsection titled “Disclaimer of Obligation or Liability of Fannie Mae for Cybersecurity Incident” to disclaim Fannie Mae’s liability for a Cybersecurity Incident regardless of notification to or response by Fannie Mae and clarify Licensee’s duty to fulfill all required third-party notices.➤ Added a subsection titled “Losses for Cybersecurity Incident” concerning Licensee’s responsibility for all Losses incurred by Fannie Mae.➤ Added a subsection titled “Lost/Stolen/Incorrectly Routed Physical Information” to require Licensee report lost, misrouted or stolen physical information containing Confidential Information to Fannie Mae no later than 36 hours and investigate/correct the matter.➤ Deleted section on Fannie Mae ability to remove harmful material transmitted by Licensee to Fannie Mae systems in favor of duplicate clause in Section 6 (System and Data Security) of General Terms and Conditions.
A7.—Appendix A, Compliance with Laws	Added sentence clarifying that each party is independently responsible for processing NPI and complying with laws.



A8.—Appendix A,
Indemnification

Updated Licensee's indemnification including to clarify that responsibility for third-party claims relating to acts or omissions.

Part B, Schedules

Schedule Name	Section Number /Title	Description of Change
Collateral Applications (for Non-Seller/Service Providers)	5b.—Licensed Application	Updated to clarify that correspondents may provide CU findings to an aggregator as loan purchaser.
Desktop Underwriter	5b(viii).—Redistribution of Licensed Application	Changed requirement for Licensee to provide name of each Permitted TPO and Subsidiary issued an active Authentication Credential to be in the event of a Cybersecurity Incident.
Income Calculator	1.—Licensed Application	Clarified that Licensed Application supports self-employed borrower income based on their income document data.
	5b. —Acknowledgements	Clarified that Licensee acknowledges Fannie Mae has not confirmed whether any borrower's tax returns used as source documents were filed with the IRS.
Multifamily Applications	1.—Licensed Application	Added MF Property Check application to Licensed Applications.
Single-Family Shipping and Delivery Applications	11.—Wire Administration	Reordered requirements in the subsections. Added subsection disclaiming Fannie Mae liability for fraud or malicious activity that compromises Licensee's wiring instructions and requiring Licensee to implement appropriate safeguards.
Uniform Collateral Data Portal	8.—Entire Agreement	Added clarification on additional UCDP Portal Terms and order of precedence between SSA and UCDP Portal Terms.

All changes described above are effective as of the Effective Date indicated in this Bulletin, in accordance with the Section of the General Terms and Conditions entitled "Issued Bulletins; Amendments." All other terms and conditions of the Software Subscription Agreement will continue in full force and effect. If there is any inconsistency between or among the provisions contained in the Guide and this Bulletin, the provisions of the Guide will govern.