

# Software Subscription Agreement

## SINGLE-FAMILY SERVICING APPLICATIONS Schedule

### Terms and Conditions

#### Part I

#### LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae's suite of applications known as the "Single-Family Servicing Applications" which includes ARM Index Value, Asset Management Network™ (with Home Saver Solutions Network™, File Transfer Portal, REO Notification and AMN REO Property Information), Cash Remittance System, eBoutique™, eTransfers, Fannie Mae Invoicing, Fannie Mae Connect™, HomePath® for Short Sales, MBS Online Reports Service, MBS Reporting, Message Manager, Loan Quality Connect, Servicer REAM Deficiency Billing System (SRDBS), Servicer's Reconciliation Facility™ (SURF™), Servicing Management Default Underwriter™ (SMDU™), Servicing Management Portal, Loan Servicing Data Utility (LSDU) and Streamlined Mod Non-Eligible List is licensed pursuant to this Schedule and the Master Terms and Conditions between Fannie Mae and Licensee (the "Master Terms") into which this Schedule is incorporated (together, the "Agreement"). As of the effective date of this Schedule, the Single-Family Servicing Applications provide certain mortgage loan servicing-related functionality, including but not limited to functionality related to ARM index values; loan delinquencies and loss mitigation; REO properties; remittances to Fannie Mae; servicing of reverse mortgages owned by Fannie Mae; servicing transfers; charges and claims submitted by Fannie Mae; short sales; MBS pools; MBS security balances; requests for loan quality documentation; homeowner's association and tax deficiency bills; reconciliation tasks; workout recommendations for delinquent loans; operational reports and document management; viewing and submission of loan activity; reconciliation of loan and cash positions; and eligibility for streamlined modifications..
2. ARM Index Value. The following terms shall apply with regard to ARM Index Value (the "Licensed Application" under this Section):
  - (a) ARM index value information is provided by the Licensed Application solely for Licensee's convenience and not for purposes of verifying the accuracy of or determining a correct index value or interest rate.
  - (b) Without limiting the generality of the warranty disclaimers set forth in the Section of the Agreement captioned "Disclaimer," Fannie Mae shall have no liability or responsibility for any 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.
3. Cash Remittance System (CRS). The following terms shall apply with regard to Cash Remittance System (the "Licensed Application" under this Section):

In order to utilize 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.

4. eTransfers. The following terms shall apply with regard 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 its submission to the Licensed Application. Licensee, in submitting or receiving information via the Licensed Application, acknowledges that Fannie Mae is hereby authorized to conclusively rely on the accuracy and genuineness of any information conveyed via the Licensed Application.

5. Fannie Mae Invoicing. The following term shall apply with regard to Fannie Mae Invoicing (the "Licensed Application" under this Section):

Licensee may provision contractors that handle claims processing on behalf of Licensee with access to the Licensed Application. In such event, the individuals gaining access are the Authorized Users of Licensee.

6. Indemnification. Licensee's obligation to indemnify Fannie Mae as established in the Master Terms shall include indemnification in the event of any breach of Sections 4, 5, 6, 8, 10 through 14 and 16 of Part II of this Schedule.

7. Controlling Authorities. Except as set forth in the Section of Part II of this Schedule captioned "Limited Waiver," Licensee's obligations related to its performance of servicing (and related charges) and repurchase are as set forth in the Mortgage Selling and Servicing Contract, the Fannie Mae Guides and this Agreement. Use of the Licensed Application by Licensee or Fannie Mae in no way limits, alters or revises such obligations, including performance of servicing in compliance with applicable laws and other requirements, which are controlling regardless of (i) the accuracy or completeness of any information Licensee submits to or obtains from the Licensed Application and (ii) Licensee's use of or reliance upon it.

8. Survival. In addition to the provisions referred to in the Section of the Master Terms entitled "Survival", Sections 2, 4, 6 through 9 of Part I and Sections 6, 9 12 through 14 and 16 of Part II of this Schedule shall survive any termination of this Schedule or the Agreement.

9. Entire Agreement. Licensee acknowledges and agrees that this Schedule, along with the Master Terms and Conditions, supersedes and replaces any currently outstanding agreements that relate to the Licensed Applications described in this Schedule.

## Part II

### **SERVICING MANAGEMENT DEFAULT UNDERWRITER**

1. Additional Terms. The additional terms and conditions in this Part II shall be applicable to the Licensed Application known as Servicing Management Default Underwriter, or SMDU.
2. Definitions. The following terms are used in this Part II as defined below:

“Agreement” shall mean the Master Terms and Conditions with the Single-Family Servicing Applications Schedule.

“Client Servicer” shall mean any entity that (a) services Fannie Mae Loans, (b) has entered into an Agreement directly with Fannie Mae and is registered 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.

“Codified Findings” shall mean any recommendation, results, findings or messages in codified form, as well as the underlying code, files and structures pertaining to the Licensed Application, as such codes, files and structures may be modified from time to time, and which may be provided by (or on behalf of) Fannie Mae, at Fannie Mae’s sole discretion, to Licensee for the purpose of, among other things, facilitating Licensee’s development of Consumer Findings.

“Consumer Credit Data” shall mean any information which bears on a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living (the “Seven Factors”).

“Consumer Findings” shall mean results, 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 but in no event shall it be a copy of the SMDU Analysis.

“Customer(s)” shall mean individual mortgage loan borrowers.

“Documentation” shall mean the SMDU Analysis, as well as Fannie Mae’s Servicing Guide and any other guides and end-user manual(s), quick steps, release notes and other reference materials that Fannie Mae makes generally available for the Licensed Application, in either hard-copy or electronic form.

“ECOA” shall mean the federal 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” shall mean any mortgage loan owned or securitized by Fannie Mae.

“FCRA” shall mean the federal 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.

“FHA” shall mean the Fair Housing Act, codified at 42 U.S.C. §3601 et seq.

“Licensee Site(s)” shall mean any telephone call center(s) operated by Licensee or any Internet site(s) (or portions of Internet site(s)) operated or hosted by Licensee, to permit Customers to obtain mortgage-related services or products from Licensee or its Client Servicer (if applicable) where, or through which, Customers are able to obtain Consumer Findings.

“Loan Casefile” shall mean that unique collection of data related to a Customer’s loan, including, as applicable, Consumer Credit Data, and other information such as recommendations, findings (including any 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.

“SMDU Analysis” shall mean the evaluation generated by the Licensed Application, as well as the recommendations, findings (including any Codified Findings), messages, analyses, reports and output generated by the Licensed Application.

“Servicing Guide” shall mean Fannie Mae’s Servicing Guide.

3. License. In addition to the license provided in the Section of the Master Terms captioned "License," and subject to the terms and conditions of the Agreement and Licensee's compliance with them, during the term of this Schedule, Fannie Mae grants Licensee a non-exclusive, non-transferable license to use the Licensed Application in connection with a Licensee Site and, if Fannie Mae has provided Codified Findings to Licensee, to use the Codified Findings to (a) modify and develop Consumer Findings that are derivative works of the Codified Findings, and to display such Consumer Findings on Licensee Site(s), (b) populate Licensee's and/or Client Servicers' database and/or other downstream systems with data points including, by way of illustration, special feature codes and Consumer Credit Data, (c) create actionable items based on data parsed from the Codified Findings, (d) communicate default management conditions to Licensee's or Client Servicers' fulfillment staff, (e) trigger automated system messaging of processing requirements based on Licensee's or Client Servicers' default management rules, enable suppression of findings messages that are not relevant to Licensee's or Client Servicers' processing workflow and add additional messaging that provides specific processing instructions, and (f) trigger automated default management actions based on Licensee's or Client Servicers' default management rules that result in automatically executed actions, such as ancillary fulfillment service ordering and loan status tracking, all without user intervention.
4. Restrictions on Use. For purposes of this Part II, the following terms will apply in addition to the restrictions set forth in the Section of the Master Terms captioned "Restrictions on Use:"
  - (a) Licensee shall not use the Licensed Application or its predicted property values or confidence scores for any purpose other than:
    - (i) underwriting mortgage loan loss mitigation workouts with respect to Fannie Mae Loans for itself and, if applicable, its Client Servicers,
    - (ii) in connection with the operation of Licensee Site(s) as expressly authorized in this Schedule or
    - (iii) to obtain a predicted value and compare such predicted value to the original value of the property in response to a borrower-initiated request for mortgage insurance termination based on the original value of the property.
  - (b) Licensee certifies that Consumer Credit Data shall be requested and/or provided, and the Licensed Application shall be utilized, in compliance with the FCRA and only for performing an SMDU Analysis with respect to Fannie Mae Loans for itself and, if applicable, its Client Servicers, and for no other purpose.
5. Codified Findings. In the event that Fannie Mae, in its sole discretion, provides Licensee with Codified Findings, Licensee agrees that (a) the Codified Findings are subject to change at any time and from time to time and that Licensee develops code based upon the Codified Findings at its own risk, cost and expense, (b) upon receipt of any changes to the Codified Findings, Licensee shall promptly update any code that it has developed or licensed in order to conform such code to the most recent version of the Codified Findings, (c) neither Licensee nor any Third-Party Provider utilized by Licensee shall 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, (d) for purposes of a mortgage loan's eligibility for the limited waiver of representations and warranties set forth in the Section hereof captioned "Limited Waiver," in the event that there is any inconsistency between the findings or recommendations issued by the Licensed Application and the material contained in the Codified Findings, the findings or recommendations issued by the Licensed Application shall govern (e) 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 utilized by Licensee, (f) Licensee shall 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 such Third-Party Provider, and (g) such

Consumer Findings shall not contain any reference to Fannie Mae without Fannie Mae's prior written consent. 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 and its Third-Party Licensors shall not be responsible in any way for any such use or liability.

6. Representations to Third Parties.

(a) Notwithstanding the provisions of the Section of the Master Terms captioned "Unauthorized Representations," Licensee and/or Client Servicers may:

(i) share findings and recommendations generated by the Licensed Application, including the SMDU Analysis, with Customers provided that (a) the findings and recommendations are shared in a manner that makes them understandable and meaningful to the Customer and (b) if the findings or recommendations contain any reference to Fannie Mae, Licensee or its 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 mortgage loan loss mitigation workout or a commitment to modify a loan by Fannie Mae and

(ii) provide property valuation information to a Customer in accordance with the Section below captioned "ECOA Compliance," and as otherwise required by applicable law including, as applicable, the Homeowners Protection Act."

(b) Except as otherwise expressly provided in this Section or in the Section of this Schedule captioned "ECOA Compliance," Licensee and/or its Client Servicer shall not (i) make any representations to any third parties, including but not limited to Customers, that Fannie Mae has performed any kind of property review, appraisal or valuation of a property or (ii) identify Fannie Mae as a provider of services in connection with any Licensee Site or otherwise in connection with this Part II of the Schedule, and shall not refer to Fannie Mae, as such, in its privacy statement(s).

7. Limited Waiver. Fannie Mae will not require Licensee and/or its Client Servicer to satisfy the Servicing Guide requirements identified in the Section of this Part II captioned "Conditions for Limited Waiver," with respect to a loan reviewed with the assistance of the Licensed Application; provided, however, that Licensee and/or Client Servicer, as applicable, complies with the provisions of such Section, as such provisions may be modified by Fannie Mae from time to time.

8. Servicer Acknowledgments, Representations and Warranties. Licensee acknowledges and 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 Client Servicer (if applicable) 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 Master Terms shall not violate the contract or intellectual property rights of any third party, and (c) Licensee and Client Servicer (if applicable) have completed all required verifications of all borrower financial, property and other information that has been entered into the Licensed Application.

9. Additional Disclaimers. In addition to the warranties specifically disclaimed by Fannie Mae in the section of the Agreement 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 workout recommendation and

predicted value, must be considered in the review and/or collection of its accounts and, if applicable, the accounts of its Client Servicers.

10. Limited Agency Relationship. Notwithstanding the Section of the Master Terms captioned "Independent Parties," Licensee hereby expressly acknowledges, understands and agrees that, in the processing and evaluation of Consumer Credit Data by the Licensed Application for purposes of making a workout recommendation and otherwise performing an SMDU Analysis, Fannie Mae, as owner of the Licensed Application, shall be the agent of Licensee, as that term is defined in the FCRA. As Licensee's agent, Fannie Mae shall, and is hereby 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 also expressly acknowledges, understands and agrees that Fannie Mae's role as Licensee's agent shall not extend beyond the limited purposes set forth in this Section, and, for all other purposes, there shall be no such principal and agent relationship. Moreover, Licensee shall in no way misrepresent to any third party the limited extent of this principal/agent relationship.
11. 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 hereby expressly certifies and agrees that Licensee: (a) shall be the agent of the Client Servicer, as that term is used in the FCRA, and (b) shall 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.
12. Notification to Borrower. Licensee acknowledges and understands that it may be required to provide certain disclosures to mortgage loan borrowers. Such disclosure obligations may be imposed under the FCRA, ECOA, and other federal and/or state statutes and regulations. Licensee expressly understands and agrees that it bears sole responsibility for complying with such disclosure obligations and that such obligations shall in no event be considered imposed upon or shared by Fannie Mae by virtue of Licensee's use of the Licensed Application.
13. ECOA Compliance. If Licensee has determined that it is required by the Equal Credit Opportunity Act (ECOA) to provide the 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.”
14. Casefile Identification Numbers. Licensee’s disclosure to a third party of a casefile identification number that has been generated by the Licensed Application shall be deemed to be Licensee’s consent to the third party’s access to the loan casefile (for which Fannie Mae shall have no liability) and authorization to Fannie Mae to provide the third party with access to the loan casefile.

15. Support. Licensee acknowledges and agrees that Licensee, and not Fannie Mae, shall be responsible for responding to comments and questions from Customers relating to the Licensee Site(s) and any Consumer Findings available via such sites. Fannie Mae shall have no obligation with respect to the activity of Authorized Users and Customers relating to the Licensed Application, including, but not limited to, any obligation to remove, screen, police, edit or monitor any data or other material generated by its employees, agents, contractors, representatives, customers or affiliates.
16. Compliance With Laws. For purposes of this Addendum, Licensee's obligations to comply with laws, as set forth in Sections 3 or A7 (as applicable) of the Master Terms, are 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 utilized 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, without limitation, the Truth-in-Lending Act, FCRA, ECOA, FHA, the Fair Debt Collection Practices Act, the Dodd-Frank Wall Street Reform, the Homeownership 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 (a) all federal, state and local laws, rules and regulations applicable to its activities in connection with which the Licensed Application is or will be used, and (b) all applicable laws, rules, regulations and conventions relating to data privacy, international communications, communications decency and the importation and exportation of software and data (collectively "Applicable Laws"). Licensee further represents and warrants that it has adopted policies, systems and procedures that ensure accurate and reliable data capture, collateral valuation, data reporting and adherence in all other manner to sound servicing practices and principles. Without limiting the generality of the foregoing, Licensee 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, (iii) it has designed and implemented compliance and quality control policies, procedures and plans aimed at assuring compliance with the Applicable Laws, and (iv) loan modifications made by Licensee 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 its compliance and quality control policies, procedures and plans), including without limitation in its implementation of loan modifications in connection with its use of the Licensed Application, and 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 or any forms, documents or other written or electronic materials provided by Fannie Mae or its Third-Party Licensors, agents or representatives.

17. Conditions for Limited Waiver. In connection with Licensee's use of the Licensed Application and resulting recommended foreclosure prevention solution, Fannie Mae may offer Licensee or, if applicable, Licensee's Client Servicer a limited waiver of certain requirements set forth in the Servicing Guide in accordance with this Section.

(a) 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 (if applicable) 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 workout solution:

(i) all data, including, but not limited to, Consumer Credit Data, entered into the Licensed Application (A) is complete, accurate, and not fraudulent, (B) has been verified by Licensee and/or 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 mortgage loan has successfully passed the eligibility requirements for an approved workout solution by the Licensed Application;

(iii) prior to the execution of the recommended workout solution, Licensee and/or its Client Servicer has satisfactorily resolved all verification messages or conditions specified on the Licensed Application output report;

(iv) prior to the execution of the recommended workout solution, Licensee and/or its Client Servicer has verified that the data on which the case submission was based remains unchanged.

(v) the recommended workout solution(s) are executed in accordance with the Fannie Mae Workout Hierarchy; For purposes of this Part II, "Fannie Mae Workout Hierarchy" shall mean the preferred order of consideration of foreclosure prevention alternatives set forth in the Servicing Guide or such other announcement, as amended from time to time and posted on [www.fanniemae.com](http://www.fanniemae.com).

(vi) Licensee and/or its Client Servicer (if applicable) are in compliance with the Servicing Guide, except with respect to calculations performed by the Licensed Application; and

(vii) Licensee and its Client Servicer (if applicable) are in compliance with all laws and regulations, including, but not limited to, the Applicable Laws.

(b) If Licensee and its Client Servicer (if applicable) are in full compliance with the conditions set forth in (a) above, Licensee or its Client Servicer (as applicable) shall have no liability to Fannie Mae resulting from its reasonable reliance on the accuracy of the SMDU Analysis.