

**BULLETIN**  
**UCD COLLECTION SOLUTION**  
**SCHEDULE**

(For Non-Seller/Serviceers)

This Bulletin is issued in accordance with the section of the Fannie Mae Software Subscription Agreement (the “Agreement”) entitled “Issued Bulletins; Amendments,” and amends and restates the existing UCD Schedule (for Non-Seller/Serviceers)(the “Old UCD Schedule”) as set forth in the attached new version (the “New UCD Schedule”).

In addition to minor edits, including those made for the sake of brevity or consistency, typo corrections, section renumbering, formatting and content reconfiguration, short titles have been added to all sections for ease of reference. More specifically, the New UCD Schedule includes the following changes:

SECTION NO./ TITLE	OLD SECTION NO./ TITLE (if different)	DESCRIPTION OF CHANGE
1.— <u>Licensed Application</u>	—	Clarification added that the term “Licensed Application” also includes, as permitted, any associated APIs.
2.— <u>Definitions</u>	—	Definitions of “Consumer Data,” “Customer,” “FCRA” “Loan Casefile,” and “Mortgage Loan Application” were added to this Section.
3.— <u>Restrictions on Use</u>	—	Section now includes the following: <ul style="list-style-type: none"> <li>• a provision that Licensee’s right to access and use UCD is conditioned upon Licensed Application being used strictly for Licensee’s own business purposes and in association with loans intended for sale to Fannie Mae; and</li> <li>• Licensee’s acknowledgment that Licensed Materials will not be accessed or used, either by Licensee or others, in a multiple-use arrangement or as part of a service bureau, but rather solely in support of its mortgage industry activities.</li> </ul>
6.— <u>Loan Casefile Identification Numbers</u>	<i>16.—Loan Casefile Identification Numbers</i>	Section now specifically prohibits Licensee from using a single Casefile ID Number to submit more than one loan to the Licensed Application.
7.— <u>Compliance with Applicable Laws</u>	—	<ul style="list-style-type: none"> <li>• New Section that includes the requirement that Licensee’s access and use of APIs be in</li> </ul>

		<p>compliance with applicable laws, including the Gramm-Leach-Bliley Act.</p> <ul style="list-style-type: none"> <li>• This Section also prohibits Licensee from using an API to obtain Consumer Data regarding consumers whose loans are not owned or serviced by the Licensee, or for whom the Licensee did not perform an appraisal, until after the consumer has provided consent to access such data.</li> </ul>
8.— <u>Indemnification</u>	—	Licensee’s obligation to indemnify Fannie Mae was extended to include any breach of the UCD Schedule.
9.— <u>Survival</u>	—	In addition to the section of the Master Terms entitled “Survival,” any provision in this Schedule contemplating its continuing effectiveness, including Sections 6 through 7, will survive any termination of this Schedule or the Agreement.

All of the terms and conditions of the Agreement shall continue in full force and effect. Capitalized terms used in this Bulletin but not defined herein shall have the meaning ascribed to them in the New UCD Schedule and the Agreement. In the event of any inconsistency between or among the provisions contained in the Agreement (including the New UCD Schedule) and this Bulletin, the provisions of the Agreement shall govern.

# Software Subscription Agreement

## UCD COLLECTION SOLUTION

### Schedule

(For Non-Seller/Service Providers)

#### LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae licenses to Licensee the application known as the UCD Collection Solution together with, as permitted, any API associated with the UCD Collection Solution (each, a “**Licensed Application**”) 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 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 Master Terms entitled “Restrictions on Use” or any other provision in the Master Terms or this Schedule, Licensee's right to access and use the Licensed Application is conditioned upon Licensee's compliance with the following:

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. Compliance with Applicable Laws. With respect to the Licensed Application (and any related APIs, including the Appraisal Findings Summary API), Licensee must access and use such APIs (and must ensure that its agents access and use such APIs) in accordance with all applicable laws, including the Gramm-Leach-Bliley Act, 15 U.S.C. §6801-6809. 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 API to obtain such data on consumers whose loan(s) it does not own or whose loan(s) it does not currently service for Fannie Mae or for whom Licensee is not performing an appraisal until AFTER receiving the consumer's prior consent to access such data.
8. Indemnification. Licensee's obligation to indemnify Fannie Mae as established in the Master Terms include 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 Master Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including Sections 6 through 7, will survive any termination of this Schedule or the Agreement.