

**ADDITIONAL TERMS AND CONDITIONS  
FOR  
VANTAGESCORE® 4.0 HISTORICAL CREDIT SCORE DATA**

SUBJECT TO THE [FANNIE MAE WEB SITE TERMS AND CONDITIONS](#) AND THE ADDITIONAL TERMS AND CONDITIONS SET FORTH BELOW, AND IN ORDER TO FACILITATE THE TRANSITION FROM CLASSIC FICO® TO FICO® 10 T AND VANTAGESCORE® 4.0, FANNIE MAE IS DISCLOSING CERTAIN SUPPLEMENTAL ASSET-LEVEL INFORMATION (THE "HISTORICAL CREDIT SCORE DATA") AT THE DIRECTION OF THE FEDERAL HOUSING FINANCE AGENCY ("FHFA") AND IN CONNECTION WITH THE FHFA ANNOUNCEMENT OF THE VALIDATION AND APPROVAL OF BOTH THE FICO SCORE 10 T CREDIT SCORE MODEL AND THE VANTAGESCORE 4.0 CREDIT SCORE MODEL FOR USE BY FANNIE MAE AND FREDDIE MAC.

AS A CONDITION OF YOUR ACCESS TO THE HISTORICAL CREDIT SCORE DATA DISCLOSED ON THIS WEBSITE BY OR ON BEHALF OF FANNIE MAE, YOU MUST CLICK ON THE "I ACCEPT" BUTTON AT THE BOTTOM OF THE REGISTRATION PAGE TO SIGNIFY YOUR AGREEMENT TO (A) THE [FANNIE MAE WEB SITE TERMS AND CONDITIONS](#) AND (B) TO THESE ADDITIONAL TERMS AND CONDITIONS FOR VANTAGESCORE® 4.0 HISTORICAL CREDIT SCORE DATA (COLLECTIVELY, THE "AGREEMENT"). IF THERE IS A CONFLICT BETWEEN THESE ADDITIONAL TERMS AND CONDITIONS AND THE FANNIE MAE WEB SITE TERMS AND CONDITIONS, THESE ADDITIONAL TERMS AND CONDITIONS WILL GOVERN WITH RESPECT TO THE HISTORICAL CREDIT SCORE DATA.

PLEASE READ THE AGREEMENT CAREFULLY BEFORE CLICKING "I ACCEPT." BY CLICKING "I ACCEPT," YOU REPRESENT THAT:

(I) YOU ARE ACCESSING THE HISTORICAL CREDIT SCORE DATA ON BEHALF OF PERSON(S) (WHICH MAY INCLUDE INDIVIDUALS, ENTITIES AND YOURSELF, ALL OF WHOM ARE JOINTLY AND SEVERALLY REFERRED TO AS THE "USER") WHO ARE EITHER "INVESTORS" OR "OTHER END USERS" (EACH AS DEFINED IN SECTION 1 BELOW) AND WHO INTEND TO USE THE HISTORICAL CREDIT SCORE DATA SOLELY IN THE MANNER AND FOR THE PURPOSES PERMITTED IN THE AGREEMENT; AND

(II) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE USER AND TO BIND THE USER TO THE TERMS OF THE AGREEMENT.

## 1. USERS

(a) An "Investor" is a business entity that is acting as (1) an investor or prospective investor in the Securities Offerings, a credit rating agency, an academic institution, a broker/dealer trading desk, a broker/dealer research desk, a non-profit organization, (2) a risk-sharing entity (i.e., an entity providing mortgage insurance coverage or who otherwise has a risk-sharing interest in mortgage loans), or (3) a mortgage lender.

(i) "Securities Offerings" means Credit Risk Sharing Offerings and Traditional MBS Offerings.

(ii) "Credit Risk Sharing Offerings" means mortgage-backed securities offerings of Fannie Mae where Fannie Mae transfers to the Investor all or a portion of the credit risk for the mortgage loans underlying the securities, including Fannie Mae's Credit Insurance Risk Sharing transfers, and Connecticut Avenue Securities.

(iii) "Traditional MBS Offerings" means mortgage-backed securities offerings of Fannie Mae that include mortgage loans fully guaranteed by Fannie Mae as to timely payment of principal and interest by Fannie Mae.

(b) An "Other End User" is an individual or entity other than an Investor that is evaluating mortgage and/or servicing assets and investments, or performing research related to the mortgage industry.

## 2. PERMITTED USES

(a) User may retrieve, copy and use (collectively, "Use") the Historical Credit Score Data solely for its internal use related to evaluating mortgage and/or servicing assets and investments, or performing research related to the mortgage industry ("Permitted Use").

(b) In connection with the Permitted Use, User may: (i) using the supplied loan identifier, associate a credit score published in the Historical Credit Score Data (a "Historical Credit Score") with the associated Fannie Mae disclosure data; (ii) create works that incorporate data from the Historical Credit Score Data and the associated Fannie Mae disclosure data or data derived therefrom (such derived data and products, "Derived Works"); and (iii) disseminate the Historical Credit Score Data and any Derived Works solely within its own company or organization for the Permitted Use. User may also publish research and Derived Works to User's



clients or the public, provided that any such research or Derived Work (i) does not include any Historical Credit Score, (ii) cannot be used to derive or recreate any part of the Historical Credit Score Data or the associated Fannie Mae disclosure data, and (iii) cannot be used to, directly or indirectly, identify any specific individual.

### 3. RESTRICTIONS

(a) Except for linking to the corresponding Fannie Mae disclosure data as described in Sections 2(b) above, the Historical Credit Score Data is not intended or authorized to be used for purposes of mapping to any data created and distributed by Fannie Mae relating to its mortgage-backed securities, including relying on such mapping for trading and investment decisions related to Fannie Mae's mortgage-backed securities, and Fannie Mae can provide no assurances regarding the accuracy of any such mapping that may be undertaken in contravention of these Additional Terms and Conditions.

(b) User will not use any Historical Credit Score Data to reverse engineer any credit score model.

(c) User hereby acknowledges and agrees that (i) the Historical Credit Scores are commercial information of and proprietary to VantageScore, (ii) VantageScore retains all intellectual property rights in such Historical Credit Scores and the credit score model used to generate such Historical Credit Scores, and (iii) User will include applicable trademarks and logos of the Historical Credit Score and credit score models in all externally-facing materials that reference the Historical Credit Score and credit score models and in manner that complies with the trademark policy and brand guidelines of VantageScore.

(d) User will use the Historical Credit Scores only for such purposes as are set forth in the Agreement.

(e) User's use of the Historical Credit Scores will comply, at all times, with applicable federal, state and local laws and regulations, including but not limited to the Fair Credit Reporting Act.

(f) User will ensure that effective security and confidentiality controls are in place to prevent any of the Historical Credit Scores from being matched to the identity of any consumer and will make no such match.

(g) User is prohibited from: (i) modifying or altering the Historical Credit Score Data in any manner, except to the extent necessary for the Permitted Use; and (ii) except to the extent legally required, disclosing the Historical Credit Score Data and any Derived Works outside the User's organization or for purposes other than the Permitted Use. Despite clause (ii) of the preceding sentence, User may disclose the Historical Credit Score Data and any Derived Works to its service providers for their Use solely to the extent necessary to enable the service providers to provide services to the User; however, the User will be responsible for the compliance by those service providers with the User's obligations under this Agreement.

(h) Except as expressly provided above, User is prohibited from licensing, distributing, providing, re-posting, or otherwise making available, with or without charge, the Historical Credit Scores Data (in whole or in part), including any individual Historical Credit Score, or any Derived Works to any third party. Commercial redistribution or use of the Historical Credit Score Data or any Derived Work is not permitted; provided, however, that the commercial distribution of Derived Works in accordance with Section 2(b) above shall be a Permitted Use and shall not be deemed to be a commercial redistribution of the Historical Credit Score Data.

4. DISCLAIMER. Fannie Mae has endeavored to make the Historical Credit Score Data accurate but cannot guarantee the Historical Credit Score Data is complete, error free or suitable for the Permitted Use or for any other use or purpose. Use of the Historical Credit Score Data is entirely at User's own risk, and Fannie Mae will have no liability to User or any third party for or arising out of use of the Historical Credit Score Data or any Derived Works. Fannie Mae has no obligation to update or correct the Historical Credit Score Data, even if errors or omissions come to the attention of Fannie Mae. THE HISTORICAL CREDIT SCORE DATA IS PROVIDED ON AN "AS IS", AS AVAILABLE BASIS, AND FANNIE MAE EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FANNIE MAE DOES NOT WARRANT THAT THE HISTORICAL CREDIT SCORE DATA WILL BE ERROR FREE OR PROVIDED FREE OF INTERRUPTION. NO ORAL OR WRITTEN INFORMATION, ADVICE OR REPRESENTATIONS PROVIDED BY FANNIE MAE OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS WILL CREATE A WARRANTY.

(Effective **JULY 2024**)