



SF Servicing-05-1  
Effective Date: March 31, 2005

## **SINGLE-FAMILY SERVICING APPLICATIONS BULLETIN**

This Bulletin is issued in accordance with the section of the Fannie Mae Software Subscription Agreement (the "Agreement") entitled "Issued Bulletins; Amendments," and amends the Single-Family Servicing Applications Schedule thereto (the "Servicing Schedule"). All terms defined in the Agreement or the Servicing Schedule and not otherwise defined herein shall have the meaning set forth in the Agreement or the Servicing Schedule, as the case may be.

### **AMENDMENT TO SERVICING SCHEDULE**

The terms and conditions of Licensee's current Servicing Schedule (including Parts I and II thereof) are hereby amended by replacing them in their entirety with the attached Single-Family Servicing Applications Schedule Terms and Conditions.

All of the terms and provisions of the Agreement shall continue in full force and effect as modified herein.

**Single-Family  
Servicing Applications  
SCHEDULE**

**Terms and Conditions**

**Part I**

**LICENSED SOFTWARE/ADDITIONAL TERMS**

1. Licensed Software. Fannie Mae's suite of servicing applications known as the “Single-Family Servicing Applications” is licensed pursuant to this Schedule. As of the Effective Date set forth on the Order Form, the Single-Family Servicing Applications provide certain mortgage loan servicing-related functionality, including, but not limited to, the ability for a Fannie Mae servicer to perform the following activities:

Asset Management Network<sup>™</sup> – Home Saver Solutions<sup>™</sup> Network – report, upload, view and download information regarding loan delinquencies, as well as report and upload information regarding its loss mitigation activities; MortgageLinks REO Notification – submit foreclosure notifications to Fannie Mae for both Fannie Mae-owned and non-Fannie Mae-owned properties; Asset Management Network REO Property Information – track the status of certain REO properties; and Asset Management Network Form 571 – submit Form 571 cash disbursement requests.

eBoutique<sup>™</sup> – upload, view, and download data for the servicing functions related to construction to permanent, energy, reverse, and WRAP products.

eTransfers – report and review servicing transfers and associated data.

Loan Document Request System – request the return of custody documents from Fannie Mae and update the mailing contact information regarding such documents.

MBS Online Reports Service (servicing version) – view, print and download data reports related to mortgage-backed securities pools.

MORNET Manager<sup>®</sup> – allows the servicer’s PC and modem to communicate with the Fannie Mae MORNET<sup>®</sup> network via their technical infrastructure.

MORNET Servicing Support System<sup>®</sup> – prepare and transmit servicing information.

Cash Remittance System – enter and maintain banking instructions to be used for the drafting of various types of remittances, initiate payment transfers to Fannie Mae, and receive draft notifications from Fannie Mae.

Quality Assurance System – view status of post purchase, early payment default and preforeclosure requests for original underwriting documentation from seller’s loan file and print reports.

Risk Profiler<sup>®</sup> – upload and transmit data submission files to Fannie Mae’s Risk Profiler system (version 4.0 or greater) for the purpose of performing a delinquency risk analysis, and view online data submission error reports, download and retrieve scored files and view online scoring result summary reports, on such Risk Profiler system.

Servicer's Reconciliation Facility™ (SURF™) – upload and report loan activity data; view, download and report loan activity reporting rejects and corrections; view and download Fannie Mae variable rate/variable payment notifications and final maturity due date notifications; perform reconciliation tasks; view data associated with the delinquency loan reclassification process and deselect loans from the process; and view mortgage loan data residing on Fannie Mae's internal operating systems.

2. Defined Terms. Exhibit A of this Schedule provides definitions for certain capitalized terms used in this Schedule. For avoidance of doubt, other capitalized terms that are used in this Schedule but not defined in Exhibit A hereto or in the context in which they are used shall have the meanings given to them elsewhere in the Agreement.
3. Marks. Licensee acknowledges all of Fannie Mae's Marks associated with the Single-Family Servicing Applications, including, but not limited to, Asset Management Network, eBoutique, Home Saver Solutions Network, MORNET Manager, MortgageLinks, MORNET Servicing Support System, Risk Profiler, ShAReS, Servicer's Reconciliation Facility and SURF.
4. eTransfers. In utilizing eTransfers to report information (including loan data) with respect to loan servicing transfers, Licensee shall be responsible for (i) the accuracy and completeness of such input and (ii) assuring that the proper Licensee personnel review and approve such input prior to transmission. Licensee, in submitting or receiving information via eTransfers, acknowledges that Fannie Mae is hereby authorized to conclusively rely on the accuracy and genuineness of any information conveyed via eTransfers and shall be under no obligation to authenticate the source of, or verify the accuracy of, any such information.
5. Cash Remittance System ("CRS"). In order to utilize CRS, Licensee will specify the manner in which it will provide payment of remittances owed to Fannie Mae by completing either the Drafting Authorization Form or the Credit Card Payment Authorization Form. The Drafting Authorization Form allows Fannie Mae to draft Licensee's designated account for such remittances. The Credit Card Payment Authorization Form allows Fannie Mae to process an automatic monthly charge to the credit/charge card specified by Licensee for such remittances.
6. Indemnification. Subsection (iv) of the Section of the Agreement entitled "Indemnification" shall be expanded to also provide indemnification in the event of any breach of Section 4 of this Schedule.
7. Risk Profiler Terms and Conditions. Licensee's use of Risk Profiler shall be governed by the additional terms and conditions provided in Exhibit A of this Schedule.
8. Survival. In addition to the provisions referred to in the Section of the Agreement entitled "Survival," Sections 3 through 6 of Part I of this Schedule shall survive any termination of this Schedule or the Agreement.
9. Entire Agreement. Licensee acknowledges and agrees that this Schedule (including the Order Form and the Exhibits to this Schedule), along with the Fannie Mae Software Subscription Agreement, supercedes and replaces any currently outstanding agreements that relate to the Licensed Software described in this Schedule, including, but not limited to, the "Home Saver Solutions<sup>SM</sup> Network Schedule," "MBS On-Line Reports Service Schedule," "MortgageLinks<sup>TM</sup> Schedule," "Cash Remittance System Schedule," "Risk Profiler Pilot Participant Rider," "Servicer's Reconciliation Facility Schedule," "REO Notification/Asset Management Network Schedule," and "Shared Accounting and Reporting System (ShAReS<sup>®</sup>) Schedule."

**Part II**

**PRICING**

There are no charges for the Single-Family Servicing Applications in addition to (i) those provided below and (ii) those imposed pursuant to Section 8.1, "Fees, Taxes and Billing," of the Agreement.

**1. Risk Profiler Charges**

<b>Fannie Mae Loans</b>	There is no additional Fannie Mae charge for Licensee's use of Risk Profiler to perform Risk Profile Analysis (as defined in Exhibit A to this Schedule) for Fannie Mae Loans (as defined in Exhibit A to this Schedule).
<b>Non-Fannie Mae Loans</b>	There is no additional Fannie Mae charge for Licensee's use of Risk Profiler to perform Risk Profile Analysis for Non-Fannie Mae Loans (as defined in Exhibit A to this Schedule).
<b>Credit Reporting Agency Charges for Credit Information Services</b>	<p>With respect to Licensee's use of Risk Profiler to perform Risk Profile Analysis on Fannie Mae Loans in compliance with Fannie Mae's written requests and policies, Fannie Mae shall negotiate charges for Credit Information Services (as defined in Exhibit A to this Schedule) that are provided to Licensee with the credit reporting agency providing such services. Fannie Mae shall be responsible for paying such charges directly to the applicable credit reporting agency to the extent such charges arise from requests for Credit Information Services made by Licensee in compliance with Fannie Mae's written requests or policies.</p> <p>Licensee shall be responsible for all other charges of credit reporting agencies for Credit Information Services. Licensee shall negotiate with any credit reporting agency the charges of such agency for any Credit Information Services provided to Licensee for which Fannie Mae is not responsible under the preceding paragraph (including, but not limited to, charges with respect to Non-Fannie Mae Loans). Licensee shall pay such charges directly to the applicable credit reporting agency.</p>

2. MORNET<sup>®</sup> On-Line Access Charges

<b><i>Business Hours:</i></b> <b>\$15.00</b>	(Monday through Friday, 7 a.m. to 6 p.m. Eastern Time)
<b><i>Off-Peak Hours*:</i></b> <b>\$8.00</b>	(Monday through Friday, 6 p.m. to 9 p.m. Eastern Time Saturday, Sunday 7 a.m. to 9 p.m. Eastern Time)
<b><i>Night-Time Hours*:</i></b> <b>\$ 5.00</b>	(Everyday, 9 p.m. to 7 a.m. Eastern Time)

\*MORNET on-line access charges of \$15 per hour apply to all MORNET applications, regardless of the time of day the application is used. Off-Peak and Night-Time hourly reductions only apply while using the MORNET mail system for the sending or retrieval of messages and data.

**Exhibit A to Single-Family Servicing Applications Schedule  
Risk Profiler® Terms and Conditions**

In addition to (and not in limitation of) the terms and conditions provided elsewhere in the Single-Family Servicing Applications Schedule and the Agreement, the following terms and conditions shall govern Licensee's use of Risk Profiler:

1. Definitions. The following capitalized terms shall have the meanings set forth below for purposes of this Schedule only:

"Client Servicer" shall mean any entity that (i) services Fannie Mae Loans or Non-Fannie Mae Loans, (ii) has entered into a Single-Family Servicing Applications Schedule directly with Fannie Mae and is registered to use the Licensed Software, and (iii) has retained Licensee to act as a service bureau in support of its mortgage servicing activities.

"Consumer Credit Data" shall mean any information obtained by Licensee, either directly or indirectly (including from Client Servicers), which bears on a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, and which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in performing a Risk Profile Analysis.

"Credit Information Services" shall mean the electronic transmission of Consumer Credit Data by a credit reporting agency to Licensee via the Licensed Software (or any internal Fannie Mae systems or software that Fannie Mae utilizes to receive and process such Consumer Credit Data) upon Licensee's request.

"Fannie Mae Loan" shall mean any mortgage loan account purchased for portfolio or securitized by Fannie Mae.

"FCRA" shall mean 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, as it may be amended from time to time.

"Non-Fannie Mae Loan" shall mean any mortgage loan other than a Fannie Mae Loan.

"Risk Profile Analysis" shall mean an analysis of the risk of possible delinquency under mortgage loans in connection with the review and/or collection of open accounts or closed accounts with balances owing.

"Risk Profiler Score" shall mean the score computed by the Licensed Software indicating the risk of possible delinquency for a particular Fannie Mae Loan or Non-Fannie Mae Loan.

For avoidance of doubt, when used in this Exhibit, (i) the capitalized term "Licensed Software" shall refer to Fannie Mae's software product known as Risk Profiler® version 4.0 (or any higher numbered version or release), and (ii) the capitalized term "Schedule" shall mean the Single-Family Servicing Applications Schedule, including the Order Form and all of its Exhibits, to the Fannie Mae Software Subscription Agreement by and between Fannie Mae and Licensee

2. Restrictions on Use. For purposes of this Exhibit, the first sentence of Subsection (b) of the Section of the Agreement captioned "Restrictions on Use; Audit Rights" is replaced with the

following: "Licensee shall only use the Licensed Materials for its own internal business purposes and for the purpose of supporting its Client Servicers' mortgage servicing activities."

3. Unauthorized Representations. Notwithstanding the provisions of the Section of the Agreement captioned "Unauthorized Representations," to the extent that Licensee is using the Licensed Software for the benefit of a Client Servicer, Licensee may provide the Risk Profiler Score and other output generated by the Licensed Software to such Client Servicer.
4. Consumer Credit Data. Licensee will receive Consumer Credit Data from a credit reporting agency utilizing the Licensed Software for the purpose of performing a Risk Profile Analysis. Licensee certifies that Consumer Credit Data will be requested, and the Licensed Software will be utilized, in compliance with the FCRA and only for performing Risk Profile Analysis for itself and, if applicable, its Client Servicers, and for no other purpose. Licensee shall maintain a separate contractual relationship with the credit reporting agencies from which it shall order Consumer Credit Data. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE, OR IMPRISONED NOT MORE THAN TWO (2) YEARS, OR BOTH.
5. Use of Risk Profiler Scores. Licensee recognizes that factors other than the scoring algorithms used by the Licensed Software in computation of the Risk Profiler Score must be considered in the review and/or collection of its accounts and, if applicable, the accounts of its Client Servicers. The Risk Profiler Score and any associated analysis or recommendations are Proprietary Information of Fannie Mae, are not part of the Credit Information Services, and shall not be disclosed to borrowers or other consumers.
6. Recordkeeping. Licensee understands and agrees that: (i) it may need to download data that is input or received in connection with the use of the Licensed Software (including without limitation Risk Profiler Scores and Consumer Credit Data) into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet recordkeeping requirements, (ii) Fannie Mae may periodically delete such data from the Licensed Software and therefore such data may not be available to Licensee from the Licensed Software, and (iii) in no event will Fannie Mae be responsible for maintaining any such data for Licensee, either in computerized or hard-copy format.
7. Limited Agency Relationship. Notwithstanding the Section captioned "Independent Parties" of the Agreement, Licensee hereby expressly acknowledges, understands and agrees that, in the processing and evaluation of Consumer Credit Data by the Licensed Software for purposes of performing a Risk Profile Analysis, Fannie Mae, as owner of the Licensed Software, shall be the agent of Licensee. As Licensee's agent, Fannie Mae shall, and is hereby expressly authorized by Licensee to, obtain Consumer Credit Data for the sole purpose of performing a Risk Profile 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 third parties the limited extent of this principal/agent relationship.
8. Agency/Joint User Relationship With Client Servicer. To the extent that Licensee is using the Licensed Software for the benefit of a Client Servicer, Licensee hereby expressly certifies and agrees that Licensee: (i) shall be the "agent" of the Client Servicer, as that term is used in the FCRA, and (ii) 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, using language substantially in the form contained in Appendix 1 to this Exhibit.

9. Third Party Products and Services. Licensee acknowledges and agrees that, from time to time, Fannie Mae may provide Licensee with access to certain third-party products or services via the Licensed Software, and that (i) such third-party products or services are provided as a convenience only, (ii) any liability resulting from Licensee's use of such third party products or services is solely Licensee's responsibility, (iii) Fannie Mae shall not be responsible in any way for such use or liability, and (iv) Fannie Mae makes no representations or warranties as to the continued availability of such products or services via the Licensed Software or otherwise.

Licensee further acknowledges that it may, directly or indirectly, gain access to the Licensed Software functionality, materials, findings or data through certain third-party web sites, systems or services (the "Third-Party Providers"). In the event that Licensee gains such access, Licensee acknowledges and agrees that (a) such Third-Party Providers are entities that are separate from and independent of Fannie Mae and that Fannie Mae makes no representations or warranties relating to Third-Party Providers or any web site, internet domain or address operated by Third-Party Providers or their affiliates, including, but not limited to, representations or warranties as to any Third-Party Provider's compliance with laws and representations or warranties as to site availability, (b) such Third-Party Providers and Fannie Mae are not partners, joint venturers, representatives or agents of each other, (c) neither Fannie Mae nor such Third-Party Provider has any right, power or authority to enter into any agreement for or on behalf of the other, or to incur any obligation or liability, or to otherwise bind, the other, (d) any agreement between Licensee and any Third-Party Provider (to which Fannie Mae is not also a party), including but not limited to any licensing agreement between Third-Party Provider and Licensee, shall not be binding upon Fannie Mae, and (e) the applicable or relevant liability limitations, protections and rights afforded to Fannie Mae by the Agreement and this Schedule (as they may be modified from time to time), and the applicable or relevant restrictions and responsibilities imposed upon Licensee by the Agreement and this Schedule (as they may be modified from time to time), shall be construed to apply to such access to the fullest extent practicable under the circumstances, including, but not limited to, the provisions of the Agreement and this Schedule relating to confidentiality, liability limitation, disclaimers, indemnification, publicity, intellectual property protection and ownership and compliance with laws.

10. Compliance with Laws. For purposes of this Exhibit, the Section of the Agreement captioned "Compliance With Law" is replaced with the following:

"Licensee acknowledges that its activities and the activities of its Client Servicers (if any), whether or not the Licensed Software is utilized in connection with such activities, may subject Licensee and its Client Servicers to certain federal and state substantive and disclosure laws and regulations including, without limitation, the Real Estate Settlement Procedures Act, the Truth-in-Lending Act, the FCRA, the Equal Credit Opportunity Act and the Home Mortgage Disclosure Act and mortgage lending or broker statutes, and their implementing regulations and commentary, as applicable. Licensee hereby represents and warrants that it has obtained legal counsel and developed policies, systems and procedures that ensure its full compliance with (i) all federal, state and local laws, rules and regulations applicable to its activities in connection with which the Licensed Software is used, and (ii) 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"). Without limiting the generality of the foregoing, Licensee represents and warrants that it holds all applicable licenses and authorizations in all jurisdictions in which it conducts its business pursuant to Applicable Laws, and such licenses and authorizations are current and are fully in effect. Licensee shall have sole responsibility for complying with Applicable Laws, 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 Software or any forms, documents, or other written or electronic materials provided by Fannie Mae or its Third Party Licensors, agents, or representatives.

Licensee shall notify Fannie Mae in accordance with the requirements of the Section of the Agreement entitled "Notices" within three (3) business days of the date it receives notice of any actual or threatened civil, administrative or criminal litigation or enforcement matter arising out of, or relating to, any alleged material violation by Licensee of an Applicable Law. Upon receipt of such notice, Fannie Mae may conduct an audit of Licensee's books and records, or such other inquiry as it may determine reasonable in the circumstances, regarding such alleged violation, and Licensee shall reasonably cooperate in regard to such audit or inquiry.

Licensee shall ensure that its privacy statements, policies, and practices relating to the Licensed Software do not conflict with (i) the section of the Agreement entitled "Rights in Data" and/or this Schedule, or (ii) any privacy statement included in the Licensed Software. Fannie Mae shall not be responsible for monitoring or reviewing Licensee's privacy statement(s), or assisting in the development thereof, and shall not be bound thereby."

11. Indemnification. Subsection (iv) of the Section of the Agreement entitled "Indemnification" shall be expanded to also provide indemnification in the event of any breach of Sections 4-8 or 10 of this Exhibit.
12. Survival. In addition to the provisions referred to in the Sections of the Agreement and this Schedule entitled "Survival," Sections 4-11 of this Exhibit shall survive any termination of this Schedule or the Agreement.
13. Termination/Suspension of Service. Notwithstanding the provisions of the Section of the Agreement captioned "Termination for Convenience" or any other provision of the Agreement or this Schedule, either party may terminate this Schedule with respect to the Licensed Software for convenience upon written notice to the other party, and Fannie Mae may suspend availability of the Licensed Software at any time at Fannie Mae's sole discretion.

**Appendix 1 to Exhibit A to Single-Family Servicing Applications Schedule  
Client Servicer Agent Designation Provision**

In connection with the processing and evaluation of Consumer Credit Data by [Licensee] for purposes of performing a Risk Profile Analysis, [Client Servicer] expressly appoints [Licensee] as its “agent”, as that term is used in the FCRA.

For purposes of this Section:

1. “Consumer Credit Data ” shall mean any information obtained by [Licensee], either directly or indirectly (including from [Client Servicer]), which bears on a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, and which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in performing a Risk Profile Analysis.
2. “FCRA” shall mean 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, as it may be amended from time to time.
3. “Risk Profile Analysis” shall mean an analysis of the risk of possible delinquency under mortgage loans in connection with the review and/or collection of open accounts or closed accounts with balances owing.