

SF Ship & Deliv-06-1  
Effective Date: May 1, 2006

## **SINGLE-FAMILY SHIPPING AND DELIVERY 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 Shipping and Delivery Applications Schedule thereto (the “Shipping & Delivery Schedule”).

All terms defined in the Agreement or the Shipping & Delivery Schedule and not otherwise defined herein shall have the meaning set forth in the Agreement or the Shipping & Delivery Schedule, as the case may be.

### **AMENDMENT TO SHIPPING & DELIVERY SCHEDULE**

The terms and conditions of Licensee’s current Single-Family Shipping and Delivery Applications Schedule (including Parts I and II thereof) are hereby amended by replacing them in their entirety with the attached Single-Family Shipping and Delivery 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  
Shipping and Delivery Applications  
SCHEDULE**

**Terms and Conditions**

Part I

LICENSED SOFTWARE/ADDITIONAL TERMS

1. Licensed Software. Fannie Mae's suite of acquisitions applications known as the "Single Family Shipping and Delivery Applications" is licensed pursuant to this Schedule. As of the signatory date set forth on the Order Form, the Single Family Shipping and Delivery Applications provide, or via various releases, will provide, certain shipping and delivery functionality, including, but not limited to, the ability for Fannie Mae lenders and/or custodians to: create commitments to sell certain mortgage loans to Fannie Mae at an agreed upon price within a certain time frame; upload, view, and download data for the delivery functions related to reverse mortgage loans; deliver mortgage loans to Fannie Mae for cash purchase or placement in a Mortgage-Backed Security; engage in maintenance activities, including, but not limited to, extensions, pair-offs and overdeliveries; request, view, and update single loan waivers; request, view and update condo project approvals; deliver certain Housing Goal data; correct data that has already been submitted to Fannie Mae; view, export or print reports related to these activities; and/or review and certify MBS pools.
2. eCommitting – Use of Licensed Software.
  - (a) Licensee acknowledges that Licensee's transmission of commitments will only be binding on Fannie Mae if Licensee receives a confirmation from Fannie Mae via the Licensed Software, which includes the corresponding contract number. Such contract number shall be Licensee's confirmation of a binding commitment between the parties. Licensee and Fannie Mae agree that commitments obtained via the Licensed Software are binding on the parties to the same extent as commitments obtained by telephonic means, as described in Part III of the Fannie Mae Selling Guide, and are subject to the requirements of the Fannie Mae Selling and Servicing Guides (the "Guides"), as amended from time to time, and as modified by any applicable master agreement or other applicable agreement with Fannie Mae.
  - (b) Licensee agrees and acknowledges that in the event of a failure of the Licensed Software to issue a contract number of Licensee's commitment, Licensee shall call Fannie Mae at (800) 752-1080 within two (2) minutes of Licensee's transmission. If Fannie Mae had not received such commitment information from Licensee, Licensee will be so advised during such call and no commitment will have been effected. If Fannie Mae received such commitment information, Licensee will be given a contract number during such call and a commitment will have been effected. Notwithstanding anything herein to the contrary, the parties agree that a commitment will have been effected if Fannie Mae receives commitment information from Licensee, regardless of whether Licensee calls Fannie Mae within the two (2) minute time frame specified above. In that case, Licensee will receive a confirmation with a contract number from Fannie Mae the next business day either electronically or as provided in Part III of the Selling Guide.

- (c) The parties agree that a pair-off, extension, or overdelivery, as the case may be, will have been effected only if Licensee receives notice of the acceptance of such transaction no later than the Fannie Mae business day immediately following Licensee's transmission of the pair-off, extension or overdelivery request. "Extension" shall mean the component of the Licensed Software that enables Licensee to obtain an additional period of time within which to meet the requirements of a mandatory delivery commitment, in accordance with the provisions of the Fannie Mae Selling Guide. "Pair-off" shall mean the component of the Licensed Software that enables Licensee or Fannie Mae to repurchase all or part of a mandatory delivery commitment in accordance with the provisions of the Fannie Mae Selling Guide. "Overdelivery" shall mean the component of the Licenses Software that enables Licensee to deliver more than the mandatory delivery commitment in accordance with the provisions of the Fannie Mae Selling Guide.
- (d) Except as otherwise specifically provided herein, all terms and conditions of the Fannie Mae Mortgage Selling and Servicing Contract (including the Guides and any purchase contract or any other special agreements entered into by Licensee and Fannie Mae) shall remain in force and effect. In case the Licensed Software provides for loan eligibility requirements, pricing execution options, delivery methods or servicing requirements that are in conflict with the comparable requirements contained in the Guides, the provisions of the Guides shall prevail.
3. Access Code. Licensee understands and agrees that it may be provided with an access code ("Code") for use on a single personal computer or local area network (LAN) in Licensee's organization. The Code shall be used by Licensee for the purpose of electronically accessing from Fannie Mae certain data, such as pool numbers, related to Licensee, or to any other subscriber to the MORNET System or any successor Fannie Mae system who authorizes Licensee to have such access. Licensee understands and agrees that the Code is the Proprietary Information of Fannie Mae and is subject to the protections of Section 9 of the Agreement.
4. Entire Agreement. Licensee acknowledges and agrees that this Schedule, along with the Fannie Mae Software Subscription Agreement, supercedes and replaces any currently outstanding agreements that relate to the Licensed Software, including, but not limited to, the "Desktop Trader® Software Licensee and the Subscription Agreement," and the "Desktop Trader Schedule."
5. 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 3 of this Schedule.
6. Survival. In addition to the provisions referred to in the Section of the Agreement entitled "Survival," Sections 3 and 5 of Part I of this Schedule shall survive any termination of this Schedule or the Agreement.

Part II

PRICING

There are no charges in addition to those imposed pursuant to Section 8.1, “Fees, Taxes and Billing,” of the Agreement.