



SF AMN Vendor-07-1
Effective Date: January 31, 2007

BULLETIN

ASSET MANAGEMENT NETWORK (VENDOR VERSION)

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 Asset Management Network (Vendor Version) Schedule thereto (the "AMN Vendor Schedule"). All terms defined in the Agreement or the AMN Vendor Schedule and not otherwise defined herein shall have the meaning set forth in the Agreement or the AMN Vendor Schedule, as the case may be.

AMENDMENT TO AMN VENDOR SCHEDULE

This bulletin is designed to facilitate the incorporation of certain NPDC listing agent content that is currently available via eFannieMae.com into Fannie Mae's Asset Management Network (Vendor Version) product and permit access to such content with existing individual Asset Management Network (Vendor Version) user IDs and passwords.

Unless Fannie Mae is otherwise directed by Licensee in an adequately detailed written notice ("Change Request"), all Licensee employees who currently have access to Fannie Mae listing guidelines and listing forms via eFannieMae.com utilizing a Fannie Mae-issued password shall, as of the Effective Date, be deemed to be Authorized Users of the Licensed Software under Licensee's AMN Vendor Schedule with respect to the NPDC Listing Agent Content (Web NPDC), as defined in the attached terms and conditions (the "Transition") (i) without execution of an Asset Management Network (Vendor Version) Order Form, User Registration Forms or other documentation, and (ii) without further action on the part of Fannie Mae or Licensee, and Fannie Mae shall allow all such users to access the NPDC Listing Agent Content (Web NPDC) with their current Asset Management Network (Vendor Version) user IDs and passwords.

Notwithstanding any provision to the contrary in this Bulletin, Licensee shall promptly provide Fannie Mae with any information reasonably requested by Fannie Mae to complete any forms or other administrative documentation or records or perform other functions associated with the Transition. Licensee hereby authorizes Fannie Mae, where applicable, to utilize any information previously provided by Licensee to Fannie Mae, in performing the Transition-related activities contemplated by this Bulletin.

Licensee shall comply with all reasonable Transition-related policies and procedures posted by Fannie Mae on eFannieMae.com.

Where this Bulletin requires Licensee to submit a Change Request, Licensee shall, to the fullest extent possible, utilize forms provided by Fannie Mae for this purpose, including, but not limited to Fannie Mae's then current Asset Management Network (Vendor Version) User Registration Form.

The terms and conditions of Licensee's current AMN Vendor Schedule (including Parts I and II thereof) are hereby amended by replacing them in their entirety with the attached Asset Management Network (Vendor Version) Schedule Terms and Conditions.

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

**Asset Management Network (Vendor Version)
Schedule**

Terms and Conditions

Part I

LICENSED SOFTWARE/ADDITIONAL TERMS

1. Licensed Software. Fannie Mae's software product known as the "Asset Management Network (Vendor Version)" is licensed pursuant to this Schedule. As of or after the Effective Date set forth on the Order Form, Asset Management Network (Vendor Version) will provide certain functionality, including, but not limited to, (i) the ability for Fannie Mae (NPDC) appraisal vendors to receive appraisal orders electronically, enter comments regarding appraisal status, confirm payment for the appraisals, and monitor their portfolio of Fannie Mae REO appraisal orders (the "Standard AMN Vendor Functionality"), and (ii) the ability for Fannie Mae (NPDC) listing agents to view applicable Fannie Mae guidelines and forms (the "NPDC Listing Agent Content"). The NPDC Listing Agent Content may also be referred to herein or elsewhere as "NPDC Web" or the "NPDC Listing Agent Content (NPDC Web)."
2. 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.
3. NPDC Listing Agent Content (Web NPDC). Licensee acknowledges and agrees that the NPDC Listing Agent Content is intended solely for the use of Fannie Mae listing agents, and Licensee agrees that (i) it will not license or attempt to license the NPDC Listing Agent Content if it is not a Fannie Mae listing agent, and (ii) it will not allow individuals who are not Fannie Mae listing agents to have access to the NPDC Listing Agent Content. In addition to any other remedy that Fannie Mae may be entitled to, Fannie Mae may terminate the Agreement or any Schedule thereto, effective immediately, upon notice to Licensee in the event that Licensee breaches the provisions of this Section. The obligations imposed upon Licensee in the Agreement and this Schedule shall be in addition to, and not in limitation of, the obligations imposed upon Licensee by any other agreement between Licensee and Fannie Mae, including, but not limited to, any Master Listing Agreement entered into between Licensee and Fannie Mae.
4. Survival. In addition to the provisions referred to in the Section of the Agreement entitled "Survival," Sections 2 and 3 of this Schedule shall survive any termination of this Schedule or the Agreement.

Part II

PRICING

There are no charges for the Asset Management Network (Vendor Version) in addition to those imposed pursuant to Section 8.1, "Fees, Taxes and Billing," of the Agreement.