Effective Date: April 23, 2009

### ASSET MANAGEMENT NETWORK (RAN VENDOR VERSION) BULLETIN

This Bulletin is issued exclusively to members of Fannie Mae's Retained Attorney Network in accordance with the section of the Fannie Mae Software Subscription Agreement (the "Agreement") entitled "Issued Bulletins; Amendments," and amends and restates (i) the Asset Management Network (RAN Vendor Version) Schedule thereto (the "AMN RAN Vendor Schedule"), and (ii) any other Asset Management Network Schedule entered into by a member of Fannie Mae's Retained Attorney Network. All terms defined in the Agreement or the AMN RAN Vendor Schedule and not otherwise defined herein shall have the meaning set forth in the Agreement or the AMN RAN Vendor Schedule, as the case may be.

## **AMENDMENT**

This bulletin is designed to facilitate the incorporation of certain Retained Attorney Network ("RAN") vendor content available via eFannieMae.com into Fannie Mae's Asset Management Network (RAN Vendor Version) application and permit access to such content with existing individual Asset Management Network user IDs and passwords.

Unless Fannie Mae is otherwise directed by Licensee in an adequately detailed written notice ("Change Request"), all employees of a member of Fannie Mae's Retained Attorney Network who currently have access to any version of Fannie Mae's AMN application utilizing a Fannie Mae-issued password shall, as of the Effective Date, be deemed to be Authorized Users of Asset Management Network (RAN Vendor Version) under the attached terms and conditions (the "Transition") (i) without execution of an Asset Management Network (RAN 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 RAN Vendor Content (also known as Web RAN) with their current Asset Management Network 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 (RAN Vendor Version) User Registration Form.

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

#### Terms and Conditions

#### Part I

## LICENSED SOFTWARE/ADDITIONAL TERMS

- 1. <u>Licensed Software</u>. Fannie Mae's software product known as the "Asset Management Network (RAN Vendor Version)" is licensed pursuant to this Schedule. As of or after the Effective Date set forth on the Order Form, Asset Management Network (RAN Vendor Version) will provide certain functionality, including, but not limited to, (i) the ability for a Licensee to report, upload, download and/or view information with respect to foreclosures, bankruptcies and evictions, and (ii) the ability for Fannie Mae Retained Attorney Network ("RAN") vendors to view applicable Fannie Mae guidelines and forms (the "RAN Vendor Content"). The RAN Vendor Content may also be referred to herein or elsewhere as "Web RAN."
- 2. <u>Third Party Products and Services</u>. 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. <u>RAN Vendor Content (Web RAN)</u>. Licensee acknowledges and agrees that the RAN Vendor Content is intended solely for the use of RAN vendors, and Licensee agrees that (i) it will not license or attempt to license the RAN Vendor Content if it is not a RAN vendor, and (ii) it will not allow individuals who are not RAN vendors to have access to the RAN Vendor 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.
- 4. <u>Additional Limitations on Use</u>. Licensee shall only use the Licensed Materials for its own internal business purposes in conjunction with the activities contemplated by its Retained Attorney Network engagement letter with Fannie Mae, as it may be amended from time to time, and/or through applicable Fannie Mae Lender Letters or Announcements (the "Retainer Letter"). Licensee acknowledges and agrees that the Licensed Software may contain specific software applications for use by attorneys providing a variety of legal services to Fannie Mae and which may not relate to the legal services for which Fannie Mae has retained Licensee. Licensee acknowledges and agrees that the level and variety of legal services to be provided by the Licensee are established in accordance with the terms and obligations as set forth in Licensee's Retainer Letter, and this Schedule shall not be deemed to expand the legal

services described in Licensee's Retainer Letter.

- 5. <u>Termination for Cause</u>. In addition to the termination provisions set forth in the Section of the Agreement captioned "Termination for Cause," this Schedule may be terminated upon written notice by Fannie Mae in the event that Licensee's Retainer Letter is terminated.
- 6. <u>Notices</u>. For purposes of this Schedule, in addition to the notice methods set forth in the Section of the Agreement captioned "Notices," Fannie Mae may provide notice to the point of contact, address and/or facsimile number ordinarily used by Fannie Mae for communicating with the Retained Attorney. For purposes of this provision, "Retained Attorney" shall mean the law firm, trustee company, closing company or individual attorney/trustee that is a Licensee hereunder and has entered into a Retainer Letter with Fannie Mae.
- 7. <u>Survival</u>. In addition to the provisions referred to in the Section of the Agreement entitled "Survival," Sections 2, 3 and 6 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 (RAN Vendor Version) in addition to those imposed pursuant to Section 8.1, "Fees, Taxes and Billing," of the Agreement.