

## **BULLETIN**

### **SINGLE FAMILY SERVICING APPLICATIONS SCHEDULE**

1. This Bulletin is issued in accordance with the section of the Fannie Mae Software Subscription Agreement (the “Agreement”) entitled “Issued Bulletins; Amendments,” and amends and restates the Single Family Servicing Applications Schedule (the “Old Servicing Applications Schedule”) as set forth in the attached amended and restated Single Family Servicing Applications Schedule (the “New Servicing Applications Schedule”). All terms not defined in the New Servicing Applications Schedule shall have the meaning set forth in the Agreement.

2. Among other things, the New Servicing Applications Schedule addresses and/or provides for:

Section 1      Licensed Application. Workout Evaluator™ is now licensed through the Single Family Servicing Applications Schedule and made a part of Single Family Servicing Applications.

Section 6      Workout Evaluator. Licensees are limited in their use of Workout Evaluator to processing loan modifications under Fannie Mae’s Home Affordable Modification Program (“HAMP”) which are related to loans that Fannie Mae owns or which are MBS pool mortgage loans guaranteed by Fannie Mae. Licensees may not use Workout Evaluator for any other purpose.

3. All of the terms and conditions of the Agreement as supplemented by the New Servicing Applications Schedule shall continue in full force and effect. In the event of any inconsistency between or among the provisions contained in the Agreement (including the New Servicing Applications Schedule) and this Bulletin, the provisions of the Agreement shall govern.

**Single-Family  
Servicing Application  
SCHEDULE**

**Terms and Conditions**

**Part 1**

**LICENSED APPLICATION/ADDITONAL TERMS**

1. Licensed Application. 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 of the Schedule, the Single-Family 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:

Adjustable-Rate Mortgage (ARM) Index Value – View adjustable-rate mortgage (ARM) indices To view index information for Fannie Mae loans, lenders should select the index that corresponds to the index codes specified in their monthly LASER™ report.

Asset Management Network™ – Home Saver Solutions™ Network – report, upload, view and download information regarding loan delinquencies, as well as report and upload information regarding its loss mitigation activities; 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.

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.

eBoutique™ – 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.

MBS Reporting – prepare and transmit MBS security balance information.

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

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.

Workout Evaluator<sup>TM</sup> – calculate a Home Affordable Modification Program (“HAMP”) payment using waterfall logic and deriving NPV Model values.

2. 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, MortgageLinks, Servicer's Reconciliation Facility and SURF.
3. ARM Index Value – ARM index value information is provided solely for Licensee's convenience and not for purposes of verifying the accuracy of or determining a correct index value or interest rate. Without limiting the generality of the warranty disclaimers set forth in the section of the Agreement captioned “Warranty,” Fannie Mae shall have no liability or responsibility for any errors or omissions in, or any liability in connection with the use, misuse or release of, such information. The sources for each index are provided so that lenders may confirm the accuracy of the index values provided. Fannie Mae takes no responsibility for the selection of the correct index.
4. 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.
5. 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.
6. Workout Evaluator. Workout Evaluator is provided solely for Licensee's use in processing loan modifications under Fannie Mae's Home Affordable Modification Program which are related to loans that Fannie Mae owns or which are MBS pool mortgage loans guaranteed by Fannie Mae. Workout Evaluator may not be used by Licensee for any other purpose.
7. 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 Application into its own systems storage facilities or print out hard copies of such data from the Licensed Application in order to generate or obtain information necessary to meet recordkeeping requirements, (ii) Fannie Mae may periodically delete such data from the Licensed Application, and therefore such data may not be available to Licensee from the Licensed Application, and (iii) in no event will Fannie Mae be responsible for maintaining any such data for Licensee, either in computerized or hard-copy format.
8. Indemnification. Subsection (d) of the Section of the Agreement entitled “Indemnification” shall be expanded to also provide indemnification in the event of any breach of Section 5 of Part I of this Schedule.
9. Survival. In addition to the provisions referred to in the Section of the Agreement entitled “Survival”, Sections 2 through 8 of Part 1 of this Schedule shall survive any termination of this Schedule or the Agreement.

10. Entire Agreement. Licensee acknowledges and agrees that this Schedule (including the Order Form and any Exhibits to this Schedule), along with the Fannie Mae Software Subscription Agreement, supersedes and replaces any currently outstanding agreements that relate to the Licensed Applications described in this Schedule, including, but not limited to, the “HomeSaver Solutions<sup>SM</sup> Network Schedule,” “MBS On-Line Reports Service Schedule,” “MortgageLinks<sup>TM</sup> Schedule,” “Cash Remittance System Schedule,” “Servicer’s Reconciliation Facility Schedule,” and “REO Notification/Asset Management Network Schedule.”

## **Part II**

### **PRICING**

There are no charges in connection with the Licensed Applications in addition to those imposed pursuant to the Section of the Agreement captioned “Fees, Taxes and Billing.”