

Shipping and Delivery 12-01
Effective Date: October 25, 2012 or
20 days after receipt, whichever is later

BULLETIN

SHIPPING AND DELIVERY APPLICATIONS SCHEDULE

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 Shipping & Delivery Applications Schedule (the “Old Shipping & Delivery Schedule”) as set forth in the attached Single Family Shipping & Delivery Applications Schedule (the “New Shipping & Delivery Schedule”).

Among other things, the New Shipping & Delivery Schedule addresses and/or provides for:

Section 1 Licensed Application. The application known as Pricing and Execution (“PE”) is now included in the Single Family Shipping and Delivery Applications suite of applications as a Licensed Application. It is made clear in the New Shipping and Delivery Schedule that: (i) the Servicing Execution Tool component and (ii) best efforts committing are made available to Licensee at Fannie Mae’s sole option.

Section 1 Licensed Application. Fannie Mae is retiring eCommitONE® and eCommitting™ and implementing Pricing and Execution. This will occur on a rolling basis across the Shipping and Delivery Applications subscriber base over a period of time. Notwithstanding the fact that eCommitONE and eCommitting are not identified in the New Shipping & Delivery Schedule as Licensed Applications, they shall continue to be licensed to Licensee as Licensed Applications under the terms of the New Shipping & Delivery Schedule until such time as Fannie Mae has terminated Licensee’s access to them. Notwithstanding the fact that PE is identified in the New Shipping & Delivery Schedule as a Licensed Application, PE is not licensed to Licensee as a Licensed Application under the New Shipping & Delivery Schedule until such time as Fannie Mae has enabled Licensee’s access to PE.

Section 4 EarlyCheck™. Subsection (c)(ii) which states that Licensee is permitted to use Codified Findings to “download DU data into Licensee’s systems” is deleted. Additionally, EarlyCheck Subsections (e) and (f), both pertaining to Third-Party Applications and Third-Party Providers, are deleted.

Section 5 Pricing and Execution/SET™. Terms pertaining to eCommitONE and eCommitting have been replaced by terms pertaining to Pricing and Execution/SET. Notwithstanding the heading for this section, the terms of this section shall apply to eCommitting and eCommitONE, in addition to Pricing and Execution/SET, until such time as Licensee’s access to eCommitting and eCommitONE is terminated.

All of the terms and conditions of the Agreement as supplemented by the New Shipping & Delivery 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 Shipping & Delivery Schedule) and this Bulletin, the provisions of this Bulletin shall govern.

**Single Family
Shipping and Delivery Applications
SCHEDULE**

Terms and Conditions

Part I

LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae's suite of applications known as the "Single Family Shipping and Delivery Applications" which includes EarlyCheck™, Pricing and Execution (including, at Fannie Mae's sole option, its servicing-released component), Pricing Services, Loan Delivery (including Additional Data Elements), Message Manager, Condo Project Manager™, Credit Variance Administration System, Document Certification, MBS Online Reports/MBS Schedule of Mortgages, Uniform Collateral Data Portal® (UCDP®) and CE Portal is licensed pursuant to this Schedule and the Master Terms and Conditions between Fannie Mae and Licensee (the "Master Terms") into which this Schedule is incorporated. As of the signatory date set forth on the Order Form, or the effective date of a subsequent bulletin to this Schedule, 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 (where appropriate) to: identify potential loan data issues prior to loan delivery; create commitments to sell certain mortgage loans to Fannie Mae on a mandatory or, at Fannie Mae's sole option, best efforts basis and at an agreed-upon price within a certain time frame; if applicable, arrange for the sale of servicing concurrent with a commitment; engage in maintenance activities, including, but not limited to, extensions, pair-offs and overdeliveries; deliver mortgage loans to Fannie Mae for cash purchase or placement in a Mortgage-Backed Security; access indicative pricing and MBS buyup and buydown ratios; deliver certain appraisal and housing goal data; request, view and update condo project approvals; request, view, and update single loan waivers; review and certify MBS pools; correct data that has already been submitted to Fannie Mae; share credit enhancement policy information and/or view, export or print reports related to these activities.
2. Definitions. The following terms are used in this Schedule as defined below:

"Codified Findings" shall mean any results files, results structures and/or message or other codes pertaining to the Licensed Application (as such files, structures, and/or message and/or other codes may be modified from time to time) which are provided by (or on behalf of) Fannie Mae to Licensee.

For avoidance of doubt, "Documentation" shall include, in addition to those materials identified in the Master Terms, results reports and other reports generated by the Licensed Application.

"Mortgage Loan Application" shall mean the submission by a mortgage loan applicant of financial information and identification of a specific property to secure a mortgage loan.
3. Recordkeeping. Licensee understands and agrees that: (a) it bears sole responsibility for maintaining records of data submitted to the Licensed Application and data and/or results issued by the Licensed Application, (b) it may need to download such data into its own systems storage facilities (which may include a Third-Party Application) or print out hard copies of such data from the Licensed Application in order to generate or obtain information necessary to meet its recordkeeping requirements and (c) in no event will Fannie Mae be responsible for maintaining any such data for Licensee or for providing Licensee with any such data at any time, either in electronic or hard-copy format.

4. EarlyCheck. The following terms shall apply with regard to EarlyCheck (the “Licensed Application” under this Section).

(a) Definitions. In the Section of the Master Terms captioned “Definitions,” the definition of “Authorized User” is replaced with the following:

“Authorized User” shall mean any employee, individual Independent Contractor or employee of an Independent Contractor of Licensee, or loan origination or other system used by Licensee, who or which, to the extent required by Fannie Mae, Licensee has registered through Fannie Mae’s user registration process relating to the Licensed Application and has been issued an active Authentication Credential. The term “Authorized User” refers additionally to any loan origination or other system that constitutes a Third-Party Application (as defined below), but only to the extent such system specifically facilitates Licensee’s access to and use of the Licensed Application.

(b) Definitions. In the Section of the Master Terms captioned “Definitions,” the definition of “Independent Contractor” is replaced with the following:

“Independent Contractor” shall mean any individual or company who: (a) is an independent contractor, (b) is actively providing services to Licensee, as its agent, that require access to the Licensed Application and (c) has entered into an agreement with Licensee as prescribed in the Section of the Master Terms captioned “Authorized Users and Authentication Credentials.”

(c) License. The Section of the Master Terms captioned “License” is replaced with the following:

Provided that Licensee is an Approved Lender, and subject to the terms and conditions of this Agreement and compliance therewith by Licensee, during the term of this Agreement, Fannie Mae grants Licensee a non-exclusive, non-transferable license (a) to access and use the Licensed Application through its Authorized Users only, (b) to use the Documentation, and (c) if Fannie Mae has provided Codified Findings to Licensee, to (i) populate Licensee’s database and/or other downstream systems with data points, (ii) create automated decisioning and actionable items based on data parsed from the Codified Findings, (iv) customize, add or suppress messaging to be compatible with Licensee’s specific requirements, and (v) create reports and analyses.

(d) Grant of Rights and Imposition of Obligations. Subsection (b) of the Section of the Master Terms captioned “Restrictions on Use” is replaced with the following:

Licensee shall only access and use the Licensed Materials for its own internal business purposes and in association with loans Licensee is considering for sale to Fannie Mae. Without derogating from the generality of the foregoing, (i) Licensee shall not access, use or allow others to access or use the Licensed Materials in a multiple-use arrangement or as part of a service bureau, and (ii) Licensee shall only access and use the Licensed Materials in support of its mortgage industry activities.

(e) Codified Findings. In the event that Fannie Mae, in its sole discretion, provides Licensee with Codified Findings, Licensee agrees that (i) the Codified Findings are subject to change at any time and from time to time and that Licensee develops code based upon the Codified Findings at its own risk, cost and expense, (ii) neither Licensee nor any Third-Party Provider utilized by Licensee shall modify, alter or translate the Codified Findings in such a way as to materially alter the substance of any results issued by the Licensed Application, and (iii) in the event that there is any inconsistency between the results issued by the Licensed Application and the material contained in the Codified Findings, the results issued by the Licensed Application shall govern. Licensee further acknowledges and agrees that the Codified Findings are provided as a convenience only, and that Licensee's use of such Codified Findings may result in liability

under existing laws, rules or regulations, and under agreements to which Licensee is a party. Any liability resulting from Licensee's use of the Codified Findings is solely Licensee's responsibility, and Fannie Mae, its Third-Party Licensors and its Third-Party Providers shall not be responsible in any way for any such use or liability.

(f) Results Issued by Licensed Application. Licensee acknowledges, understands and agrees that: (i) any results issued by the Licensed Application will not constitute an approval or denial of the Mortgage Loan Application by Fannie Mae or a commitment to purchase the loan by Fannie Mae and (ii) Fannie Mae makes no representation or warranty that the Licensed Application will identify any or all errors or issues that may cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.

(g) Notification to Borrower. Licensee expressly understands and agrees that it bears sole responsibility for any disclosure and other obligations arising under federal and/or state statutes and regulations relating to Mortgage Loan Applications and that such obligations shall in no event be considered imposed upon or shared by Fannie Mae by virtue of Licensee's use of the Licensed Application.

(h) Validation Identification Numbers. Licensee's disclosure of a Validation Identification Number to a third party, either for due diligence purposes or otherwise, shall be deemed to be Licensee's consent to the third party's access to that collection of data assigned such Validation Identification Number (for which Fannie Mae shall have no liability) and authorization to Fannie Mae to provide the third party with such access. For purposes of this Section entitled "EarlyCheck," the term "Validation Identification Number" shall mean that unique identifier assigned by the Licensed Application to a collection of data related to a Mortgage Loan Application which may include underwriting recommendations, data comparisons, data validations, reports and other information.

5. Pricing and Execution. The following terms shall apply with regard to Pricing and Execution and its servicing-released component (the "Licensed Application" under this Section) and the underlying business methodologies thereof:

(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 Application, which includes the corresponding commitment number. Such commitment number shall be Licensee's confirmation of a binding commitment between the parties.

(b) Licensee and Fannie Mae agree that commitments obtained via the Licensed Application are binding on the parties as described in the Fannie Mae Selling Guide and are subject to the requirements of the Fannie Mae Selling and Servicing Guides, as amended from time to time, and as modified by any applicable master agreement or other applicable agreement with Fannie Mae. Except as otherwise specifically provided herein, all terms and conditions of the Fannie Mae Mortgage Selling and Servicing Contract (including the Fannie Mae Selling Guide and the Fannie Mae Servicing Guide 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 Application provides for loan eligibility requirements, pricing execution options, delivery methods or servicing requirements that are in conflict with the comparable requirements contained in the Fannie Mae Selling Guide or the Fannie Mae Servicing Guide, the provisions of the Guides shall prevail.

(c) The parties agree that a pair-off, extension, or over-delivery as well as an automatic extension or pair-off, as the case may be, will have been effected only if Licensee receives notice of the acceptance of such transaction from Fannie Mae. "Extension" shall mean the component of the Licensed Application that enables Licensee to obtain an additional period of time within which to meet the requirements of a commitment, in accordance with the provisions of the Fannie Mae Selling Guide. "Pair-off" shall mean the component of the Licensed Application 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. "Over-delivery" shall mean the component of the Licensed Application that enables Licensee to deliver

more than the mandatory delivery commitment in accordance with the provisions of the Fannie Mae Selling Guide.

(d) At its sole discretion, Fannie Mae may choose to provide Licensee with access to the servicing-released component of the Licensed Application. Licensee acknowledges and agrees that: (i) Fannie Mae is not purchasing or selling servicing by providing access to the servicing-released component, (ii) Fannie Mae is not responsible for Licensee's sale (or attempted sale) of servicing using Fannie Mae technology and (iii) any liability arising out of or resulting from Licensee's sale (or attempted sale) of servicing to a servicer using Fannie Mae technology is solely Licensee's (or the servicer's) responsibility. Fannie Mae makes no representations or warranties as to the availability or accessibility of the servicing-released component or the participation of any servicer therein. Fannie Mae's calculation of net SRP and net funding SRP is based on information submitted by Licensee through Pricing and Execution and information submitted by the servicer through the servicing-released component. Fannie Mae accepts no responsibility for the accuracy or completeness of such information and is entitled to rely on such information in calculating the net SRP and the net funding SRP and in collecting an amount equal to the net funding SRP from the servicer and remitting it to Licensee on behalf of the servicer (or in deducting an amount equal to any negative net funding SRP from the acquisition proceeds and remitting it to the servicer). Licensee will have no recourse to Fannie Mae in the event of issues arising in connection with (1) the accuracy or completeness of the information that the Licensed Application uses to calculate the net SRP or the net funding SRP, (2) the accuracy and completeness of any information that Licensee obtains from the Licensed Application and uses or relies upon in any way, (3) Licensee's sale (or attempted sale) of servicing to a servicer (other than the calculation, collection and remittance of the net funding SRP and transfer of certain data to the servicer), or (4) the servicing obligations and obligations relating to escrow funds.

(e) Licensee acknowledges its understanding that: (i) a servicer's participation in the servicing-released component of the Licensed Application does not effect the independence of Fannie Mae and the servicer and that the servicer is not a partner of or a joint venturer with Fannie Mae as a result of its participation in the servicing-released component and (ii) neither Fannie Mae nor any servicer participating in the servicing-released component ("Active Servicer") 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. Licensee agrees that any agreement between Licensee and any Active Servicer, including but not limited to any servicing sale agreement, shall not be binding upon Fannie Mae. Licensee further acknowledges and agrees that Fannie Mae makes no representations or warranties relating to any Active Servicer or its business practices or methods, including, but not limited to, representations or warranties as to any Active Servicer's compliance with laws and regulations.

(f) Without limiting the terms of the Section of the Master Terms entitled "Rights in Data," Fannie Mae shall have the right to (i) provide each Active Servicer all data related to servicing bids made by them and (ii) report summary-level data to each Active Servicer relating to the number and types of servicing bids made by them.

(g) Fannie Mae reserves the right to suspend or terminate, at any time and in its sole discretion (i) Licensee's access to the Licensed Application, (ii) offering mandatory and/or best efforts commitments to Licensee and/or (iii) permitting Licensee to participate in the servicing-released component, including without limitation in the event that Licensee's draft accounts with Fannie Mae are not appropriately funded. Fannie Mae shall promptly notify Licensee of any such suspension or termination and whether, in Fannie Mae's sole discretion and in the event of a suspension, it will resume offering commitments and/or permitting Licensee to participate in the servicing-released component thereafter. Unless otherwise provided in the notice, in the event of any suspension or termination not related to Licensee's status as an Approved Lender (1) both parties will fulfill any unexpired commitment and (2) both parties will fulfill their obligations with respect to any sale of servicing related to unexpired commitments.

6. Uniform Collateral Data Portal. The following terms shall apply with regard to the Uniform Collateral Data Portal (the "Licensed Application" under this Section):

(a) The Licensed Application is a joint GSE portal for the electronic collection of appraisal data. When submitting appraisal data to the Licensed Application, Licensee may designate the appraisal data for delivery to one or more GSEs.

(b) Licensee may use the Licensed Application directly, or may designate one or more agents (including appraisal management companies and outsource providers) to use the Licensed Application on Licensee's behalf. Licensee hereby guarantees full performance by each agent of all obligations set forth in the Master Terms and this Schedule, and shall retain all obligations and liabilities under the Master Terms and this Schedule in connection with its agents' use of the Licensed Application.

(c) Licensee's disclosure of a UCDP Doc File ID to a third party, including an agent, shall be deemed to be Licensee's consent to the third party's access to that collection of data assigned to such UCDP Doc File ID (for which Fannie Mae shall have no liability), and authorization to Fannie Mae to provide the third party with such access and data.

(d) Without limiting the terms of the Section of the Master Terms entitled "Rights in Data," Fannie Mae, its agents and contractors may use, reproduce, distribute and retain all data that is submitted to the Licensed Application and designated in the Licensed Application for delivery to Fannie Mae, for modeling and analytics, to provide data and services in compliance with all laws and regulations, and for all purposes related to the Licensed Application, the appraisal, the loan and any securities. With respect to data associated with mortgage loans securitized by Fannie Mae, or in which Fannie Mae has an ownership right or interest, Fannie Mae may also use, reproduce, distribute and retain such data for all other purposes.

7. 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 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 the Section of the Master Terms entitled "Confidentiality of Proprietary Information."

8. Integration. Licensee may choose to develop, implement, use and/or support one or more interfaces that will transfer data electronically between a mortgage-related system, such as a loan origination system, and a Licensed Application that is designed to allow integration. Licensee understands and agrees that errors and deficiencies in the performance of the Licensed Application, including without limitation accuracy of results, may result from failure to maintain an interface in good working order and compatible with the most current version of the Licensed Application and Fannie Mae bears no responsibility for such errors and deficiencies.

In the event that Licensee develops and/or supports an interface in a production environment, the following terms will apply:

(a) Licensee agrees to maintain the interface in good working order and, along with the mortgage-related system, at all times compatible with the most current version of the Licensed Application.

(b) Licensee grants Fannie Mae a limited, non-exclusive, non-transferable, royalty-free license (i) to access and use the interface and mortgage-related system, solely in executable form, and (ii) to use and reproduce Licensee's supporting documentation for the interface and mortgage-related system for internal purposes and support of Licensee.

(c) Licensee will designate and make available to Fannie Mae qualified personnel to promptly respond to technical questions pertaining to the interface and the mortgage-related system (as integrated with the Licensed Application).

(d) Licensee will use reasonable efforts to ensure that the interface and data transmitted by

the interface will be free of all known bugs, viruses and other functions, routines, devices and instructions which may create any unauthorized access to, or interruption in the functioning of, the Licensed Application or Fannie Mae's systems.

9. 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 Application, including, but not limited to, the "Desktop Trader® Software License and Subscription Agreement," and the "Desktop Trader Schedule."
10. Indemnification. Subsection (d) of the Section of the Master Terms entitled "Indemnification" shall be expanded to also provide indemnification in the event of any breach of Sections 4 through 7 of Part I of this Schedule.
11. Survival. In addition to the provisions referred to in the Section of the Master Terms entitled "Survival," Sections 3, 4(f)-(h), 5(b), 5(d)-(g), 6(d) and 11 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 the Section of the Master Terms entitled, "Fees, Taxes and Billing."