

BULLETIN

SINGLE FAMILY SERVICING 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 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.

The New Servicing Applications Schedule addresses and/or provides for:

- Section 1 Licensed Application. Streamlined Mod Non-Eligible List is now included in the Single Family Servicing Applications suite of applications and licensed under the New Servicing Applications Schedule.

- Section 1 Licensed Application. Previously, Servicing Management Default Underwriter (SMDU) was licensed to select Licensees under the Servicing Management Default Underwriter Addendum. SMDU is now licensed to all Licensees who have executed a Single Family Servicing Applications Schedule, directly under the New Servicing Applications Schedule. Terms pertaining to SMDU are found in Part III of the New Servicing Applications Schedule.

- Deleted Recordkeeping. Previously, Section 6.

- Deleted Integration. Previously, Section 7.

- Section 6 Indemnification. Section 6 is expanded to also provide indemnification in the event of a breach of certain provisions found in the new Part III.

- Section 7 Survival. Certain provisions found in the new Part III will survive termination of the Schedule or the Agreement.

Part III Servicing Management Default Underwriter. Terms applicable to Servicing Management Default Underwriter (SMDU) are added as Part III.

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 Applications
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 and the Master Terms and Conditions between Fannie Mae and Licensee (the “Master Terms”) into which this Schedule is incorporated. As of the Effective Date of the Schedule, the Single-Family Servicing 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 – File Transfer Portal - 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.

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.

Message Manager – access outbound messages and reports regarding servicing.

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 REAM (Real Estate Asset Management) Deficiency Billing System (SRDBS) – review and respond to homeowner’s association and tax deficiency bills; view and download supporting documentation.

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.

Servicing Management Default Underwriter™ (SMDU™) - obtain automated workout recommendations for delinquent loans.

Streamlined Mod Non-Eligible List – view list of borrowers not eligible for a streamlined modification.

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, SURF, Servicing Management Default Underwriter and SMDU.
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. **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 Sections 5 and 7 of Part I and Sections 4, 5, 6, 8, 10 through 13 and 15 of Part III of this Schedule.
7. **Survival.** In addition to the provisions referred to in the Section of the Agreement entitled "Survival", Sections 2 through 6 of Part 1 and Sections 6 through 9, 13, 15, and 16 of Part III of this Schedule shall survive any termination of this Schedule or the Agreement.
8. **Entire Agreement.** Licensee acknowledges and agrees that this Schedule, along with the Master Terms and Conditions, supersedes and replaces any currently outstanding agreements that relate to the Licensed Applications described in this Schedule, including, but not limited to, the "Servicing Management Default Underwriter Addendum," "HomeSaver SolutionsSM Network Schedule," "MBS On-Line Reports Service Schedule," "MortgageLinksTM 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.”

Part III

SERVICING MANAGEMENT DEFAULT UNDERWRITER

1. **Additional Terms.** The additional terms and conditions in this Part III shall be applicable to the Licensed Application known as Servicing Management Default Underwriter, or SMDU.
2. **Definitions.** The following terms are used in this Part III as defined below:

“Agreement” shall mean the Master Terms and Conditions with the Single-Family Servicing Applications Schedule.

“Client Servicer” shall mean any entity that (i) services Fannie Mae Loans, (ii) has entered into an Agreement directly with Fannie Mae and is registered to use the Licensed Application, and (iii) has retained Licensee to act as a service bureau or subservicer in support of its mortgage servicing activities.

“Codified Findings” shall mean any recommendation, results or findings files, 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, and which may be provided by (or on behalf of) Fannie Mae, at Fannie Mae’s sole discretion, to Licensee for the purpose of, among other things, facilitating Licensee’s development of Consumer Findings.

“Consumer Credit Data” shall mean any information which bears on a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living (the "Seven Factors").

“Consumer Findings” shall mean results, recommendations or findings relating to the Licensed Application that are understandable and meaningful to Customers. Consumer Findings may be a derivative work of Codified Findings but in no event shall it be a copy of the SMDU Analysis.

“Customer(s)” shall mean individual mortgage loan borrowers.

“Documentation” shall mean the SMDU Analysis, as well as Fannie Mae’s Servicing Guide and any other guides and end-user manual(s), quick steps, release notes and other reference materials that Fannie Mae makes generally available for the Licensed Application, in either hard-copy or electronic form.

"ECOA" shall mean the federal Equal Credit Opportunity Act, codified at 15 U.S.C. §1691 et seq., and its implementing regulation, Regulation B, codified at 12 C.F.R. Part 202.

"Fannie Mae Loan" shall mean any mortgage loan owned or securitized by Fannie Mae.

"FCRA" shall mean the federal Fair Credit Reporting Act, codified at 15 U.S.C. § 1681 et seq., and the Federal Trade Commission's Official Staff Commentary to the Fair Credit Reporting Act.

"FHA" shall mean the Fair Housing Act, codified at 42 U.S.C. §3601 et seq..

"Licensee Site(s)" shall mean any telephone call center(s) operated by Licensee or any Internet site(s) (or portions of Internet site(s)) operated or hosted by Licensee, to permit Customers to obtain mortgage-related services or products from Licensee or its Client Servicer (if applicable) where, or through which, Customers are able to obtain Consumer Findings.

"Loan Casefile" shall mean that unique collection of data related to a Customer's loan, including, as applicable, Consumer Credit Data, and other information such as recommendations, findings (including any Codified Findings), analyses, reports and other output generated by the Licensed Application, all of which are logically associated in a single file and assigned a unique casefile identifier.

"Loan Servicing System" shall mean the then-current release of a proprietary loan servicing software application utilized by Licensee that is integrated with the Licensed Application. If Licensee integrates more than one proprietary loan servicing software application with the Licensed Application, the term shall refer to such applications collectively and individually, as applicable.

"SMDU Analysis" shall mean the evaluation generated by the Licensed Application, as well as the recommendations, findings (including any Codified Findings), messages, analyses, reports and output generated by the Licensed Application.

"Servicing Guide" shall mean Fannie Mae's Servicing Guide.

3. **License.** In addition to the license provided in the Section of the Master Terms captioned "License," and subject to the terms and conditions of the Agreement and compliance therewith by Licensee, during the term of this Schedule, Fannie Mae grants Licensee a non-exclusive, non-transferable license to use the Licensed Application in connection with a Licensee Site and, if Fannie Mae has provided Codified Findings to Licensee, to (a) modify and develop Consumer Findings that are derivative works of the Codified Findings, and to display such Consumer Findings on Licensee Site(s), (b) populate Licensee's and/or Client Servicers' database and/or other downstream systems with data points including, by way of illustration, special feature codes and Consumer Credit Data, (c) create actionable items based on data parsed from the Codified Findings, (d) communicate default management conditions to Licensee's or Client Servicers' fulfillment staff, (e) trigger automated system messaging of processing requirements based on Licensee's or Client Servicers' default management rules, and enabling suppression of findings messages that are not relevant to Licensee's or Client Servicers' processing workflow and to add additional messaging that provides specific processing instructions, and (f) trigger automated default management actions based on Licensee's or Client Servicers' default management rules that result in automatically executed actions, such as ancillary fulfillment service ordering and loan status tracking, all without user intervention.
4. **Restrictions on Use.** The SMDU Analysis (including, without limitation, any related data, information and financial models) is the Proprietary Information of Fannie Mae. For purposes of this Addendum, in addition to the restrictions set forth in Subsection (b) of the Section captioned "Restrictions on Use" of the Master Terms, (i) Licensee is specifically prohibited from disclosing

or distributing copies of the Documentation or any Fannie Mae Proprietary Information to Customers, except where the Documentation or Agreement otherwise expressly permits such distribution, and (ii) Licensee certifies that Consumer Credit Data shall be requested and/or provided, and the Licensed Application shall be utilized, in compliance with the FCRA and only for performing an SMDU Analysis with respect to Fannie Mae Loans for itself and, if applicable, its Client Servicers, and for no other purpose. However, for avoidance of doubt, and notwithstanding the restrictions set forth in Subsection (b) of the Section captioned "Restrictions on Use" of the Master Terms, Licensee may use the Licensed Application (A) for the purpose of supporting its Client Servicers' mortgage servicing activities, and (B) in connection with the operation of Licensee Site(s), as expressly authorized in this Schedule.

5. **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) upon receipt of any changes to the Codified Findings, Licensee shall promptly update any code that it has developed or licensed in order to conform such code to the most recent version of the Codified Findings, (iii) 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 recommendation or finding issued by the Licensed Application, (iv) for purposes of a mortgage loan's eligibility for the limited waiver of representations and warranties set forth in the Section hereof captioned "Limited Waiver," in the event that there is any inconsistency between the findings or recommendations issued by the Licensed Application and the material contained in the Codified Findings, the findings or recommendations issued by the Licensed Application shall govern, (v) Fannie Mae has the right, but not the obligation, to review and comment on any Consumer Findings developed by Licensee or any Third-Party Provider utilized by Licensee, (vi) Licensee shall promptly make (or cause to be made) any alterations or additions that Fannie Mae may request from time to time to any Consumer Findings developed by Licensee or any such Third-Party Provider, and (vii) such Consumer Findings shall not contain any reference to Fannie Mae without Fannie Mae's prior written consent. 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 and its Third-Party Licensors shall not be responsible in any way for any such use or liability.
6. **Unauthorized Representations.** Notwithstanding the provisions of the Section of the Master Terms captioned "Unauthorized Representations," Licensee and/or Client Servicers may inform a Customer of (a) the recommendation generated by the Licensed Application in connection with such Customer's Loan Casefile, and (b) any related findings generated by the Licensed Application; provided, however, that such recommendations and findings are appropriately tailored so as to render them understandable and meaningful to Customers. Except as otherwise expressly provided above, Licensee shall not identify Fannie Mae as a provider of services in connection with any Licensee Site or otherwise in connection with this Part III of the Schedule, and Licensee shall not refer to Fannie Mae, as such, in its privacy statement(s).
7. **Limited Waiver.** Fannie Mae will not require a servicer to satisfy the Servicing Guide requirements identified in the Section of this Part III captioned "Conditions for Limited Waiver," with respect to a loan reviewed with the assistance of the Licensed Application; provided, however, that Licensee and/or Client Servicer, as applicable, complies with the provisions of such Section, as such provisions may be modified by Fannie Mae from time to time.
8. **Servicer Representations and Warranties.** Licensee represents and warrants that (i) Licensee and Client Servicer (if applicable) has the contractual and legal right to provide all data entered into the Licensed Application, (ii) Fannie Mae's use of such data as contemplated by this Schedule

and the “Rights in Data” section of the Master Terms shall not violate the contract or intellectual property rights of any third party, and (iii) Licensee and Client Servicer (if applicable) have completed all required verifications of all borrower financial, property and other information that has been entered into the Licensed Application.

9. **Additional Disclaimers.** Nothing in this Schedule shall be construed as amending, revising or limiting Licensee’s or Client Servicers’ obligations under any Fannie Mae Mortgage Selling and Servicing Contract or Selling or Servicing Guide or any Fannie Mae announcements or guidelines applicable to Licensee or Client Servicers. Licensee recognizes that factors other than the workout recommendation rendered by the Licensed Application must be considered in the review and/or collection of its accounts and, if applicable, the accounts of its Client Servicers.
10. **Limited Agency Relationship.** Notwithstanding the Section of the Master Terms captioned “Independent Parties,” Licensee hereby expressly acknowledges, understands and agrees that, in the processing and evaluation of Consumer Credit Data by the Licensed Application for purposes of making a workout recommendation and otherwise performing an SMDU Analysis, Fannie Mae, as owner of the Licensed Application, shall be the agent of Licensee, as that term is defined in the FCRA. As Licensee’s agent, Fannie Mae shall, and is hereby expressly authorized by Licensee to, obtain Consumer Credit Data for the sole purpose of making a workout recommendation and otherwise performing an SMDU Analysis. Licensee also expressly acknowledges, understands and agrees that Fannie Mae’s role as Licensee’s agent shall not extend beyond the limited purposes set forth in this Section, and, for all other purposes, there shall be no such principal and agent relationship. Moreover, Licensee shall in no way misrepresent to any third party the limited extent of this principal/agent relationship.
11. **Agency/Joint User Relationship With Client Servicer.** To the extent that Licensee is using the Licensed Application for the benefit of a Client Servicer, Licensee hereby expressly certifies and agrees that Licensee: (i) shall be the agent of the Client Servicer, as that term is used in the FCRA, and (ii) shall enter into and maintain a written agreement with the Client Servicer in which the Client Servicer specifically designates Licensee as its agent for FCRA purposes.
12. **Notification to Borrower.** Licensee acknowledges and understands that it may be required to provide certain disclosures to mortgage loan borrowers. Such disclosure obligations may be imposed under the FCRA, ECOA, and other federal and/or state statutes and regulations. Licensee expressly understands and agrees that it bears sole responsibility for complying with such disclosure obligations 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.
13. **Casefile Identification Numbers.** Licensee’s disclosure to a third party of a casefile identification number that has been generated by the Licensed Application shall be deemed to be Licensee’s consent to the third party’s access to the loan casefile (for which Fannie Mae shall have no liability) and authorization to Fannie Mae to provide the third party with access to the loan casefile.
14. **Support.** Licensee acknowledges and agrees that Licensee, and not Fannie Mae, shall be responsible for responding to comments and questions from Customers relating to the Licensee Site(s) and any Consumer Findings available via such sites. Fannie Mae shall have no obligation with respect to the activity of Authorized Users and Customers relating to the Licensed Application, including, but not limited to, any obligation to remove, screen, police, edit or monitor any data or other material generated by its employees, agents, contractors, representatives, customers or affiliates..
15. **Compliance With Law.** For purposes of this Addendum, the Section captioned “Compliance With Law” of the Master Terms is replaced with the following:

Licensee acknowledges that its activities and the activities of its Client Servicers (if any), whether or not the Licensed Application is utilized in connection with such activities, may subject Licensee and its Client Servicers to certain federal, state and local substantive and disclosure laws and regulations including, without limitation, the Truth-in-Lending Act, FCRA, ECOA, FHA, the Fair Debt Collection Practices Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act and mortgage lending and servicing statutes, and their implementing regulations and commentaries, as applicable. Licensee hereby represents and warrants that it is in full compliance with (i) all federal, state and local laws, rules and regulations applicable to its activities in connection with which the Licensed Application is or will be used, and (ii) all applicable laws, rules, regulations and conventions relating to data privacy, international communications, communications decency and the importation and exportation of software and data (collectively "Applicable Laws"). Licensee further represents and warrants that it has adopted policies, systems and procedures that ensure accurate and reliable data capture, collateral valuation, data reporting and adherence in all other manner to sound servicing practices and principles. Without limiting the generality of the foregoing, Licensee represents and warrants that (i) it holds all applicable licenses and authorizations in all jurisdictions in which it conducts its business pursuant to Applicable Laws, (ii) such licenses and authorizations are current and are fully in effect, (iii) it has designed and implemented compliance and quality control policies, procedures and plans aimed at assuring compliance with the Applicable Laws, and (iv) loan modifications made by Licensee pursuant to a recommendation specified in the SMDU Analysis will comply with Applicable Laws. Licensee acknowledges that Applicable Laws in certain states may prevent Licensee from fully implementing all of the recommended terms of a modification specified in the SMDU Analysis. Licensee bears sole responsibility for complying with Applicable Laws (and its compliance and quality control policies, procedures and plans), including without limitation in its implementation of loan modifications in connection with its use of the Licensed Application, and such compliance obligations shall in no event be considered imposed upon or shared by Fannie Mae or its Third-Party Licensors by virtue of Licensee's use of the Licensed Application or any forms, documents or other written or electronic materials provided by Fannie Mae or its Third-Party Licensors, agents or representatives.

16. **Conditions for Limited Waiver.** In connection with Licensee's use of the Licensed Application and resulting recommended foreclosure prevention solution, Fannie Mae may offer Licensee or, if applicable, Licensee's Client Servicer a limited waiver of certain requirements set forth in the Servicing Guide in accordance with this Section.
- (a) Fannie Mae shall provide Licensee or Licensee's Client Servicer the limited waiver set forth in (b) below, subject to Licensee's and its Client Servicer's (if applicable) compliance with the following conditions as of the submission date of the data into the Licensed Application and continuing through the execution of the recommended workout solution:
- (i) all data, including, but not limited to, Consumer Credit Data, entered into the Licensed Application (A) is complete, accurate, and not fraudulent, (B) has been verified by Licensee and/or its Client Servicer in accordance with Fannie Mae's verification requirements, and (C) meets the pre-screen eligibility requirements as outlined in the Servicing Guide;
- (ii) the mortgage loan has successfully passed the eligibility requirements for an approved workout solution by the Licensed Application;

- (iii) prior to the execution of the recommended workout solution, Licensee and/or its Client Servicer has satisfactorily resolved all verification messages or conditions specified on the Licensed Application output report;
 - (iv) prior to the execution of the recommended workout solution, Licensee and/or its Client Servicer has verified that the data on which the case submission was based remains unchanged.
 - (v) the recommended workout solution(s) are executed in accordance with the Fannie Mae Workout Hierarchy; For purposes of this Part III, "Fannie Mae Workout Hierarchy" shall mean the preferred order of consideration of foreclosure prevention alternatives set forth in the Servicing Guide or such other announcement, as amended from time to time and posted on www.fanniemae.com.
 - (vi) Licensee and/or its Client Servicer (if applicable) are in compliance with the Servicing Guide, except with respect to calculations performed by the Licensed Application; and
 - (vii) Licensee and its Client Servicer (if applicable) are in compliance with all laws and regulations, including, but not limited to, the Applicable Laws.
- (b) If Licensee and its Client Servicer (if applicable) are in full compliance with the conditions set forth in (a) above, Licensee or its Client Servicer (as applicable) shall have no liability to Fannie Mae resulting from its reasonable reliance on the accuracy of the SMDU Analysis.