

**BULLETIN**  
**UNIFORM COLLATERAL DATA PORTAL**  
**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 existing Uniform Collateral Data Portal (UCDP®) Schedule as set forth in the attached new Schedule (the “New UCDP Schedule”).

In addition to minor edits, including those made for the sake of brevity or consistency, typo corrections, formatting, section renumbering, and content reconfiguration, short titles have been added to most sections for ease of reference. More specifically, the New UCDP Schedule includes the following changes:

SECTION NO./ TITLE	OLD SECTION NO./ TITLE (if different)	DESCRIPTION OF CHANGE
1.— <u>Licensed Application</u>	—	<ul style="list-style-type: none"> <li>• Clarification added which states that references to UCDP include integration to the Fannie Mae Collateral Data Delivery Service, and also include, as permitted, any APIs associated with UCDP.</li> <li>• Description of functionality has been updated to state that UCDP allows licensee to identify potential appraisal issues prior to loan delivery and provide certain appraisal and housing goal data.</li> </ul>
2.— <u>UCDP</u>	2.— <i>Joint GSE Portal</i>	Section has been streamlined and also includes notice that any appraisals uploaded to UCDP will automatically be delivered to Collateral Underwriter.
3.— <u>Restrictions on Use</u>	—	Section now clarifies that Licensee’s access and use of the Licensed Application is conditioned on the Licensee limiting its use of the application (including reports and other output) to either manage collateral risk, or prevent fraud or otherwise protect itself from other claims and liabilities. This Section also now expressly prohibits use of the Licensed Application to perform a credit evaluation, make a credit decision, or interfere with an appraiser’s independent judgment.
4.— <u>Appraisals</u>	4.— <i>Acknowledgments</i>	Licensee must now provide additional acknowledgment that it has obtained requisite

		authorization to access, review and use appraisals and related data that has been procured through the Licensed Application.
—	<i>5.—Rights in Data</i>	This Section was removed as this topic is now exclusively addressed in the Master Terms.
5.— <u>Third-Party Access</u>	—	<p>New Section which limits a Licensee’s ability to designate an agent to use the UCDP on its behalf to Licensees who are correspondent lenders or are otherwise originating loans, and also entitles such agent to have access to Collateral Underwriter (CU) findings and messages, but does not grant the agent access to the CU application itself.</p> <p>In addition, Licensee is now expressly prohibited from providing technology vendors with access to CU without Fannie Mae’s written permission. This Section also limits such vendors’ ability to disclose and use CU findings and messages, and states that Licensee is fully responsible for the consequences of its technology vendors exceeding those limitations.</p>
6.— <u>Guarantee by Licensee</u>	—	New Section which establishes that, if a Licensee grants access to a Licensed Application to an agent or third party, Licensee retains and guarantees such agent or third party’s full performance of all obligations set forth in the Master Terms and the UCDP Schedule.
7.— <u>Appraisal Sharing and Disclosure of Doc File ID</u>	—	New Section that grants Fannie Mae indemnity in the event that Licensee shares an appraisal or other data associated with a Doc File ID with a third party and losses result from the provision of such access.
8.— <u>Termination of Relationships</u>	—	New Section that establishes Fannie Mae’s right to immediately suspend or terminate any relationship between Licensee and a third party by and for the Licensed Application at its discretion.
9.— <u>Compliance with Applicable Laws</u>	—	<ul style="list-style-type: none"> <li>• New Section that includes the requirement that Licensee’s access and use of APIs be in compliance with applicable laws, including the Gramm-Leach-Bliley Act.</li> <li>• In addition, this Section prohibits: <ul style="list-style-type: none"> <li>(1) Licensee from using an API to obtain Consumer Data regarding consumers whose loans are not owned or serviced by the Licensee, or for whom the Licensee did not perform an appraisal, until after the consumer has provided consent to access such data; and</li> </ul> </li> </ul>

		(2) Licensees who are appraisal management companies from obtaining data regarding consumers for whom they did not perform an appraisal.
10.— <u>Suspension or Termination for Cause</u>	—	New Section that clarifies FM’s right to suspend or terminate a Licensee’s access to any Licensed Application, without notice, at any time and in its sole discretion, for violating the terms of Section 9 of the New DO Schedule, or if Licensee’s continued access may result in harm to FM.
11.— <u>Indemnification</u>	6.— <i>Indemnification</i>	Licensee’s obligation to indemnify Fannie Mae was extended to include any breach of the UCDP Schedule.
12.— <u>Survival</u>	7.— <i>Survival</i>	In addition to the section of the Master Terms entitled “Survival,” any provision in this Schedule contemplating its continuing effectiveness, including Section 3, will survive any termination of this Schedule or the Agreement.

All of the terms and conditions of the Agreement shall continue in full force and effect. Capitalized terms used in this Bulletin but not defined herein shall have the meaning ascribed to them in the New UCDP Schedule and the Agreement. In the event of any inconsistency between or among the provisions contained in the Agreement (including the New UCDP Schedule) and this Bulletin, the provisions of the Agreement shall govern.

# Software Subscription Agreement

## UNIFORM COLLATERAL DATA PORTAL Schedule

### LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae licenses to Licensee the Uniform Collateral Data Portal® (**UCDP®**) (including integration to its Fannie Mae Collateral Data Delivery Service (“**CDDS**”), where permitted) together with, as permitted, any API associated with UCDP, or other application which provides similar functionality to that described in this Section (each, a “**Licensed Application**”) pursuant to this Schedule and the Master Terms and Conditions between Fannie Mae and Licensee (the “**Master Terms**”) into which this Schedule is incorporated (together, the “**Agreement**”). As of the effective date of this Schedule, the Licensed Application allows Licensee to identify potential appraisal issues prior to loan delivery and deliver certain appraisal and housing goal data.
2. UCDP. UCDP is a joint GSE portal for the electronic collection of appraisal data. When submitting appraisal data to UCDP, Licensee may designate the appraisal data for delivery to one or more GSEs. Appraisals delivered to Fannie Mae via UCDP will be automatically submitted to Collateral Underwriter (“**CU**”) for review.
3. Restrictions on Use. Without limiting the terms of the Section of the Master Terms entitled “Restrictions on Use” or any other provision in the Master Terms or this Schedule, Licensee’s right to access and use the Licensed Application is conditioned upon Licensee’s compliance with the following:
  - a. Licensee must limit its use of the Licensed Application, including its reports and other output, in printed form or otherwise, to (A) the management of collateral risk and (B) protection against or prevention of actual or potential fraud, unauthorized transactions, claims, or other liability.
  - b. Licensee may not use the Licensed Application, including its reports and other output, in printed form or otherwise: (A) for credit evaluation, (B) to make a credit decision or (C) to interfere with the independent judgment of an appraiser.
4. Appraisals. Licensee agrees to the following:
  - a. Licensee is responsible for the assessment and accuracy of appraisals in accordance with the Selling Guide. The Licensed Application does not “approve” or “deny” appraisals, nor does the absence or presence of flags or messages generated by the Licensed Application indicate an appraisal is acceptable or unacceptable.
  - b. Output generated by the Licensed Application, in whole or in part, has not been prepared by a licensed or certified appraiser and does not constitute an appraisal or valuation of the subject property.
  - c. Licensee has obtained requisite authorization to access, review and use appraisals and related data that have been procured through the Licensed Applications.
5. Third-Party Access. If Licensee is a correspondent lender or is otherwise originating loans, Licensee may designate one or more agents (including appraisal management companies and outsource providers)

to use the UCDP on Licensee's behalf. If Licensee is any other entity, Licensee may not designate any agents to use the UCDP on Licensee's behalf. An agent's access to UCDP provides the agent with access to the CU findings and messages included in the UCDP output but does not entitle the agent to access the CU application itself.

Licensee may not designate third parties to use CU or otherwise provide third parties with access to CU (including appraisal management companies, technology vendors and appraisers) without the express written permission of Fannie Mae, which permission may be withheld by Fannie Mae at its sole discretion. Additionally, although Licensee may use CU output to inform its dialogue with appraisal management companies and appraisers regarding appraisals they supplied to Licensee, Licensee may not provide appraisal management companies and appraisers with copies or displays of Fannie Mae reports that contain CU findings, including the CU Print Report, the UCDP Submission Summary Report (SSR) and the CU section of the DU Underwriting Findings Report. Further, Licensee's technology vendors may not (A) disclose, aggregate or distribute CU findings, messages or reports containing CU findings and messages to third parties or (B) use CU findings or messages for any purpose other than assisting Licensee in Licensee's management of collateral risk and helping Licensee protect against or prevent actual or potential fraud, unauthorized transactions, claims and/or other liability. Licensee assumes full responsibility for the consequences of such technology vendors' disclosure and use of CU findings and messages in violation of the prohibitions set forth in the foregoing sentence.

6. Guarantee by Licensee. If Licensee designates an agent or other third party to use UCDP, whether in compliance with or in violation of the terms of this Agreement, Licensee guarantees full performance by each agent or other third party of all obligations set forth in the Master Terms and this Schedule, and will retain all obligations and liabilities under the Master Terms and this Schedule in connection with that party's access to and use of the Licensed Application.
7. Appraisal Sharing and Disclosure of Doc File ID. If Licensee directs the Licensed Application to share an appraisal or other data associated with a Doc File ID with a third party, or if Licensee discloses a Doc File ID to a third party, Licensee will be deemed to have authorized Fannie Mae to provide the third party with access to all data associated with the appraisal or Doc File ID. Licensee indemnifies and holds Fannie Mae harmless from all Losses arising from providing such access.
8. Termination of Relationships. Fannie Mae reserves the right to immediately suspend or terminate any relationship established between Licensee and a third party by and for the Licensed Application at any time, at its sole discretion.
9. Compliance with Applicable Laws. With respect to the Licensed Application (and any related APIs, including the Appraisal Findings Summary API), Licensee must access and use such APIs (and must ensure that its agents access and use such APIs) in accordance with all applicable laws, including the Gramm-Leach-Bliley Act, 15 U.S.C. §6801-6809. To the extent that any data or information is Consumer Data (or identified by Fannie Mae to Licensee as Consumer Data), Licensee may not use the API to obtain such data on consumers whose loan(s) it does not own or whose loan(s) it does not currently service for Fannie Mae or for whom Licensee is not performing an appraisal until AFTER receiving the consumer's prior consent to access such data. If Licensee is an appraisal management company, Licensee may not use the API to obtain such data on consumers for whom Licensee did not perform the appraisal.
10. Suspension or Termination for Cause. In addition to, and not in limitation of, Fannie Mae's rights under the Master Terms Section entitled "Termination," Fannie Mae reserves the right to immediately without notice, at any time and in its sole discretion suspend or terminate: this Schedule or Licensee's access to the Licensed Application if Licensee violates the terms of this Agreement.

11. Indemnification. Licensee's obligation to indemnify Fannie Mae as established in the Master Terms include indemnification in the event of any breach of this Schedule.
12. Survival. In addition to the provisions referred to in the Section of the Master Terms entitled "Survival," any provision of this Schedule that contemplates its continuing effectiveness, including Section 3, will survive any termination of this Schedule or the Agreement.