

**BULLETIN**

**DESKTOP UNDERWRITER SCHEDULE**  
**(Non-Seller/Service (DU Only) Version)**

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 Desktop Underwriter Schedule (Non-Seller/Service version)(the “Old DU Only Schedule”) as set forth in the attached new Desktop Underwriter Schedule (Non-Seller/Service version)(the “New DU Only Schedule”).

The New DU Only Schedule includes additional and revised definitions and provisions that bear on the new DU Validation Service, as well as numerous changes in text and format to existing provisions to achieve brevity, currency and clarity. Among other things, the New DU Only Schedule addresses and/or provides for:

Section 1      Licensed Application. The DU Validation Service was added as a functionality and feature of DU.

Section 2      Definitions.

“Consumer Credit Data” was revised to “Consumer Data” and now includes verifications of income. Verifications of assets and employment continue to be included in the definition.

“Credit Retrieval Module” was revised to distinguish it from the DU Validation Service.

“DU Validation” and “DU Validation Service” were added as a result of the addition of the DU Validation Service.

“Fannie Mae Selling Guide” and “Selling Guide” were added for clarity.

“Third Party Data Source” was added as a result of the addition of the DU Validation Service.

“Verification Report” was added as a result of the addition of the DU Validation Service.

Section 7      Limited Waiver/Enforcement Relief of Representations and Warranties. The conditions under which Approved Lenders are eligible for a limited waiver of certain representations and warranties has been deleted and Licensee’s ineligibility, as a Non-

Approved Lender, for waivers and enforcement relief for mortgages underwritten with DU has been clarified.

- Section 10 Limited Agency Relationship. Minor revisions were made in order to apply the provision to all functionalities of DU that obtain Consumer Data (including the Credit Retrieval Module and the DU Validation Service) and all Third Party Data Sources (e.g., credit reporting agencies and other data providers) engaged with those functionalities.
- Section 11 Relationship with Third Party Data Sources. Revisions were made in order to apply the provision to all Third Party Data Sources (e.g., credit reporting agencies and other data providers) engaged with functionalities of DU that obtain Consumer Data. Additional terms pertaining to Licensee's relationships with Third Party Data Sources that are general in applicability, as well as some that are specific to the DU Validation Service, were added.
- Section 13 Recordkeeping. Licensee is advised that DU loan casefile data may be unavailable to Licensee and a Third Party Originator after one party electronically releases it to the other and may need to take measures to preserve the data prior to its release.
- Section 17 Termination of Third-Party Originators. Fannie Mae may now terminate a Third-Party Originator's access to "any application which communicates with DU" (e.g., Desktop Originator) under the terms of the New DU Only Schedule if certain stated conditions occur.
- Integration (previously Section 18). Deleted. Redundant with the section of the Master Terms entitled "Integration."
- Section 19 Compliance with Law. The obligation to notify Fannie Mae of actual or alleged material violations of applicable law is now qualified so that notice need only be provided to Fannie Mae in the event of an actual or alleged material violation of applicable law in which Licensee's use of the Licensed Application is or may become relevant.
- FHA Loans (previously Section 21). Incorporated into what is now Section 20 of the New DU Only Schedule.
- VA Loans (previously Section 22). Incorporated into what is now Section 20 of the New DU Only Schedule.
- Section 20 DU for Government Loans. Terms pertaining to use of DU for Government Loans to assist in underwriting loans for guaranty by the U.S. Department of Veterans Affairs (VA) or insuring by the Federal Housing Administration (FHA) are now included in a single provision which is similar in content to what had been Exhibit A of the Old DU Only Schedule.

Section 21     Indemnification. References to the various Sections the breach of which will give rise to an indemnification obligation have been updated in accordance with the Section numbering of the New DU Only Schedule.

Section 22     Survival. References to the various Sections that will survive any termination of the Schedule have been updated in accordance with the Section numbering of the New DU Only Schedule.

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 DU Only Schedule and the Agreement. In the event of any inconsistency between or among the provisions contained in the Agreement (including the New DU Only Schedule) and this Bulletin, the provisions of the Agreement shall govern.

**DESKTOP UNDERWRITER**  
Schedule

(Non-Seller/Service (DU Only) Version)

Terms and Conditions

1. **Licensed Application.** Access to Fannie Mae's application known as Desktop Underwriter® or DU® (the "Licensed Application") is licensed for use by a mortgage lender that is not a party to a Fannie Mae Mortgage Selling and Servicing Contract (a "Non-Approved Lender") 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 this Schedule, the Licensed Application will include certain functionality and features relating to the automated underwriting of mortgage loans, including, but not limited to, those designed (i) to facilitate the communication and exchange of certain data between Licensee and Third-Party Originators, where authorized, (ii) to support and facilitate Licensee's electronic underwriting of Mortgage Loan Applications and/or performance of Prequalification Analyses, (iii) to generate certain recommendations, underwriting findings (including Codified Findings), underwriting analyses and other reports, (iv) to facilitate the communication and the exchange of data between Licensee and consumer reporting agencies through the Credit Retrieval Module, (v) to validate certain DU loan application data where Licensee has been given access to the DU Validation Service and (vi) to facilitate Licensee's access to certain mortgage scorecards maintained by or on behalf of the U.S. Federal Housing Administration (the "FHA") and the U.S. Department of Veterans Affairs (the "VA").

2. **Definitions.** The following terms are used in this Schedule as defined below:

"Agreement" shall mean the Master Terms, together with the terms and conditions of this Schedule and any applicable Rate Sheet(s).

"Codified Findings" shall mean any underwriting recommendation or underwriting 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 are provided by (or on behalf of) Fannie Mae to Licensee for the purpose of, among other things, facilitating Licensee's development of Consumer Findings.

"Consumer Data" shall mean any information, including but not limited to consumer credit data, which bears on a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living and which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in underwriting a Mortgage Loan Application or performing a Prequalification Analysis. Such data may include, but are not limited to, data contained in: (i) residential mortgage credit reports, "in-file" credit reports, or "consumer reports," as defined in the FCRA; (ii) verifications of income, employment, or assets, or other forms of alternate documentation as discussed in the Fannie Mae Selling Guide; (iii) the Uniform Residential Loan Application, including any attachments and/or supplements thereto; and (iv) any correspondence or communication from the consumer or any third party which includes information relating to any of the above factors.

"Consumer Findings" shall mean underwriting recommendations and underwriting findings relating to the Licensed Application that are understandable and meaningful to Customers.

"Consumer Report" shall mean a "consumer report" issued by a "consumer reporting agency," as those terms are defined by the FCRA.

"Credit Retrieval Module" shall mean that component of the Licensed Application which facilitates the retrieval of a Consumer Report from a consumer reporting agency by communicating and exchanging data between Licensee and the consumer reporting agency.

"Customer(s)" shall mean individual mortgage loan applicants and borrowers, or prospective mortgage loan applicants and borrowers.

"DU Validation" shall mean a validation of a Customer's Consumer Data, as submitted to the Licensed Application by Licensee or a Third Party Originator, against corresponding Consumer Data received by Fannie Mae from a Third Party Data Source through the DU Validation Service.

"DU Validation Service" shall mean that component of the Licensed Application that performs DU Validations.

"Documentation" shall mean recommendations, underwriting findings (including Codified Findings), underwriting analyses and other reports generated by the Licensed Application, as well as the Fannie Mae Selling Guide and any other guides and end-user manual(s), quick steps, job aids, release notes, technical specifications and other reference materials that Fannie Mae makes either generally or specifically available to Licensee in relation to the Licensed Application.

"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 Selling Guide" or "Selling Guide" shall mean the Fannie Mae Selling Guide, as amended, restated, supplemented or otherwise modified from time to time.

"FCRA" shall mean the federal Fair Credit Reporting Act, codified at 15 U.S.C. § 1681 et seq.

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

"Loan Documents" shall mean those Third-Party Licensors forms provided with the Licensed Application as a convenience to Licensee. These forms include, but may not be limited to, the Uniform Residential Loan Application (Form 1003) and any attachments and/or supplements thereto.

"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.

"Prequalification Analysis" shall mean the evaluation of Consumer Data with respect to a prospective mortgage loan applicant for the purpose of evaluating such prospective applicant's qualification for mortgage financing, other than in connection with a Mortgage Loan Application.

"Third Party Data Source" shall mean a Third Party Licensors: (i) from whom Licensee orders Consumer Reports through the Credit Retrieval Module which are then transmitted through a Third-Party Application or (ii) who is designated in the Selling Guide as participating in the DU Validation Service and whom Licensee commissions to transmit Verification Reports to the DU Validation Service by a Third-Party Application.

"Third-Party Originator" shall mean any residential mortgage loan originator authorized by Licensee to access Licensee's product information in order to perform electronic loan submissions and otherwise communicate with Licensee and perform other related functions in conjunction with the origination of residential mortgage loans via the Licensed Application.

"Verification Report" shall mean a report containing Consumer Data or a set of Consumer Data transmitted by a Third Party Data Source to the DU Validation Service (also referred to in the Selling Guide as an electronic "vendor report").

3. **License.** For purposes of this Schedule, the Section of the Master Terms captioned "License" is replaced with the following:

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 (i) to access and use the Licensed Application through its Authorized Users only, (ii) to use the Documentation, and (iii) if Fannie Mae has provided Codified Findings to Licensee, to (a) modify and develop Consumer Findings that are derivative works of the Codified Findings,, (b) populate Licensee's database and/or other downstream systems with data points including, by way of illustration, special feature codes and Consumer Data, (c) create actionable items based on data parsed from the Codified Findings, (d) communicate loan conditions to Licensee's fulfillment staff, (e) trigger automated system messaging of processing requirements based on Licensee's loan processing rules, and enabling suppression of findings messages that are not relevant to Licensee's processing workflow and to add additional messaging that provides specific processing instructions, and (f) trigger automated loan-processing actions based on Licensee's loan processing rules that result in automatically executed actions, such as ancillary fulfillment service ordering (*i.e.*, flood, mortgage insurance and title), loan condition clearing tasks, and loan status tracking, all without user intervention.

4. **Grant of Rights and Imposition of Obligations.** For purposes of this Schedule, Subsection (b) of the Section captioned "Restrictions on Use" of the Master Terms is replaced with the following:

Licensee shall only access and use the Licensed Materials as expressly authorized in this Agreement for its own internal business purposes. Without derogating from the generality of the foregoing, except as expressly authorized in this Agreement, (a) Licensee shall not access, use or allow others to access or use the Licensed Materials in a multiple-use arrangement (such as in conjunction with a multi-lender web portal) and (b) Licensee shall only access and use the Licensed Materials in support of its mortgage industry activities. Licensee is specifically prohibited from distributing copies of the Documentation or any Fannie Mae Proprietary Information to Customers, except where the Documentation or Agreement otherwise expressly permits such distribution.

5. **Codified Findings.** In the event that Fannie Mae, in its sole discretion, provides Licensee with Codified Findings, Licensee agrees that (a) 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, (b) 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, (c) 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 finding issued by the Licensed Application, (d) for purposes of a mortgage loan's eligibility for the limited waiver of representations and warranties set forth in Section 7 below, in the event that there is any inconsistency between the findings issued by the Licensed Application and the material contained in the Codified Findings, the findings issued by the Licensed Application shall govern, (e) 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, (f) 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 (g) 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 may inform a Customer of (a) the recommendation (e.g., "approve," "refer," or "refer with caution") generated by the Licensed Application in connection with such Customer's Loan Casefile, and (b) the related underwriting findings generated by the Licensed Application; provided, however, that (i) such recommendations and findings are appropriately tailored so as to render them understandable and meaningful to Customers, and (ii) if such recommendations or findings contain any reference to Fannie Mae or if Fannie Mae presents Licensee with a written request to do so, Licensee simultaneously informs such Customer that any recommendation or finding rendered by the Licensed Application does not constitute an approval or denial of a Mortgage Loan Application by Fannie Mae or a commitment to purchase a loan by Fannie Mae. In addition, Licensee may inform a prospective purchaser of a mortgage loan underwritten with the assistance of the Licensed Application of (A) the recommendations and findings set forth in clauses (a) and (b) of this Section 6, and (B) the provisions of Section 7 relating to Licensee's ineligibility for any waiver and enforcement relief of representations and warranties; provided, however, that Licensee simultaneously informs such prospective purchaser that any recommendation rendered by the Licensed Application does not constitute an approval or denial of a Mortgage Loan Application by Fannie Mae or a commitment to purchase a loan by Fannie Mae. Except as otherwise expressly provided above, Licensee shall not identify Fannie Mae as a provider of underwriting, pre-qualification or other services in connection with this Schedule, and Licensee shall not refer to Fannie Mae, as such, in its privacy statement(s). Notwithstanding anything to the contrary in any technology registration or other documents, Licensee acknowledges and agrees that it is not an Approved Lender (i.e., a "Fannie Mae Seller/Service") and Licensee agrees not to (i) represent, state or suggest (whether by act or omission) either directly or indirectly to any third party (including without limitation any investor, regulator or customer) that it is an Approved Lender, (ii) engage in any conduct or behavior that would lead any third party (including without limitation any investor, regulator or customer) to conclude or assume that Licensee is an Approved Lender or (iii) assert any rights that could be derived from the status of an Approved Lender.

7. **Limited Waiver/Enforcement Relief of Representations and Warranties.** Licensee acknowledges that, as a Non-Approved Lender that is not permitted to deliver loans to Fannie Mae, it is not eligible for any waiver and enforcement relief of representations and warranties for mortgages underwritten with the Licensed Application.

8. **Use of Licensed Application.**

Licensee will use the Licensed Application's Credit Retrieval Module, underwriting functionality and Prequalification Analysis functionality only under the following circumstances:

(a) to request and receive Consumer Reports and/or analyze Consumer Data in such reports for the purpose of performing Prequalification Analyses of prospective mortgage loan applicants who have submitted an express, written authorization to Licensee to obtain such reports and analyze such data;

(b) to request and receive Consumer Reports and/or analyze or evaluate Consumer Data in such reports in underwriting Mortgage Loan Applications before a decision regarding any such application is made and communicated to any loan applicant(s);

(c) with respect to Mortgage Loan Applications previously approved but not yet closed by Licensee:

(i) to request and receive additional Consumer Reports through the Credit Retrieval Module, when Licensee is requesting such reports in connection with its own Mortgage Loan Applications and/or Prequalification Analyses and has obtained the loan applicant(s)' prior written permission to request such additional Consumer Reports, or because other circumstances exist which Licensee believes justify the request for such additional Consumer Reports under the FCRA;

(ii) to analyze or evaluate Consumer Data including Consumer Reports, when Licensee determines that data obtained subsequent to its initial approval may affect its prior underwriting approval decision;

(iii) to request and receive Consumer Reports and/or analyze or evaluate Consumer Data in such reports when the loan applicant(s) request different loan terms or a different loan product than that originally requested by the loan applicant(s);

(d) with respect to Mortgage Loan Applications previously denied by Licensee, which denial decision has been communicated to the applicant(s):

(i) to request and receive Consumer Reports through the Credit Retrieval Module, when Licensee is requesting such reports in connection with its own Mortgage Loan Applications and/or Prequalification Analyses and has obtained the loan applicant(s)' prior written permission to request such additional Consumer Reports;

(ii) to analyze or evaluate Consumer Data, including Consumer Reports, when (A) Licensee determines that data obtained subsequent to its initial denial decision may affect its prior underwriting decision, and (B) Licensee intends to make and communicate an offer of credit to the applicant(s) if an approval recommendation decision is rendered by the Licensed Application as a result of consideration of the additional data obtained;

(e) to request and receive Consumer Reports and/or analyze or evaluate Consumer Data in such reports in conjunction with Licensee's quality control program with respect to mortgage loans previously approved and closed by Licensee; and

(f) to update data previously submitted to the Licensed Application with respect to mortgage loans previously approved and closed by Licensee.

9. **Recommendation Rendered by Licensed Application.** Licensee acknowledges, understands and agrees that any recommendation rendered by the Licensed Application in the evaluation of Consumer Data 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.

10. **Limited Agency Relationship.** Notwithstanding the Section of the Master Terms captioned "Independent Parties," Licensee hereby expressly acknowledges, understands and agrees that, in obtaining Consumer Reports via the Licensed Application and in the processing and evaluation of Consumer Data from Consumer Reports by the Licensed Application for purposes of performing a Prequalification Analysis and/or making an underwriting recommendation, Fannie Mae, as owner of the Licensed Application, (a) shall be the agent of Licensee, as that term is defined in the FCRA and, (b) in its role as limited agent, may disclose or require Licensee to disclose (through reasonable, prescribed means) to Third Party Data Sources, including consumer reporting agencies, any secondary use of such Consumer Data facilitated by Licensee's use of the Licensed Application (including information relating to the identity of the secondary user). 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. **Relationship with Third Party Data Sources.**

(a) **Credit Retrieval Module.** Licensee shall, concurrently with this Schedule, maintain a separate agreement with each Third Party Data Source that is accessible to it via the Licensed Application and from which it orders Consumer Reports through the Credit Retrieval Module. Such agreement(s) shall govern Licensee's use of any and all Consumer Reports obtained electronically through the use of the Credit Retrieval Module.

(b) **DU Validation Service.** Licensee shall, concurrently with this Schedule, maintain a separate agreement with each Third Party Data Source it commissions to transmit Verification Reports to the Licensed Application through the DU Validation Service. Such agreement(s) shall provide for all rights and authorizations necessary to enable Verification Reports to be provided to and used by Fannie Mae in performing DU Validations. Licensee must order Verification Reports directly from the Third Party Data Source. Licensee may not solely rely on Verification Reports ordered by third parties, such as Third Party Originators.

(c) In no event will Fannie Mae be responsible for any aspect of Licensee's relationship with any Third Party Data Source, including any fees or charges related to Licensee's use of its services or Fannie Mae's access to or use of Consumer Reports or Verification Reports.

(d) Licensee hereby certifies, represents and warrants that any request for and/or use of "consumer reports," as defined in the FCRA through the Licensed Application shall be strictly for "permissible purposes," as defined in Section 604 of the FCRA, and for no other purpose and shall in all other respects comply with the requirements of the FCRA.

12. **Notification to Borrower.** Licensee acknowledges and understands that it may be required to provide certain disclosures to mortgage loan applicants and/or prospective mortgage loan applicants such as when the Licensee denies or unfavorably changes the terms requested in the Mortgage Loan Application or determines that a prospective mortgage loan applicant would not qualify for a mortgage loan or for a particular mortgage loan amount as a result of a Prequalification Analysis. 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. **Recordkeeping.** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to ECOA and other state and/or federal laws and regulations. Licensee understands and agrees that: (i) it

bears sole responsibility for such obligation; (ii) it may need to download Licensed Application 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 such recordkeeping requirements; (iii) such data may be unavailable to Licensee and a Third-Party Originator after one party electronically releases the corresponding Loan Casefile to the other party, and Licensee may therefore need to produce hard copies of consumer reports, uniform residential loan applications or other data prior to releasing the related Loan Casefile to Licensee's Third-Party Originators, and (iv) 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.

14. **Loan Documents.** Licensee acknowledges and agrees that the Loan Documents are provided with the Licensed Materials as a convenience only, and that Licensee's misuse or improper use of such forms may result in liability under existing laws, rules or regulations, and under agreements to which Licensee is a party. Licensee understands and agrees that: (i) any liability resulting from Licensee's use of the Loan Documents is solely Licensee's responsibility and (ii) Fannie Mae and its Third-Party Licensors shall not be responsible in any way for any such use or liability.
15. **Loan Casefile Identification Numbers.** Licensee's disclosure of a Loan Casefile 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 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. In no event shall a Loan Casefile identification number be used by Licensee to submit more than one loan to the Licensed Application.
16. **Third-Party Originator Relationship.** Prior to using the Licensed Application to communicate with a Third-Party Originator, Licensee shall have accepted such Third-Party Originator's request to be sponsored by Licensee utilizing the Licensed Application and/or other technological and/or process means prescribed by Fannie Mae. In the event that a Third-Party Originator submits and releases a Loan Casefile to Licensee as provided in the Documentation, and, after such release, Licensee (i) becomes insolvent or enters into bankruptcy, suspension of payments, moratorium, reorganization, or any other proceeding that relates to insolvency or protection of creditor's rights, then Licensee consents to the release back to the submitting Third-Party Originator of any such Loan Casefile, effective immediately upon Fannie Mae's notice to Licensee.
17. **Termination of Third-Party Originators.** Licensee acknowledges and agrees that Fannie Mae may, in its absolute and sole discretion, immediately suspend or terminate access by a Third-Party Originator to the Licensed Application and any application which communicates with the Licensed Application (i) for any breach of any contractual or other legal obligation with regard to Fannie Mae's Desktop Originator application or (ii) upon obtaining information from any mortgage lender (including Licensee) that has sponsored such Third Party Originator as a user of the Licensed Application that the Third Party Originator has breached its contractual obligations to such lender. Fannie Mae may also concurrently terminate any agreement it has entered into with (or is otherwise entitled to enforce against) such Third-Party Originator.
18. **Compliance with Program Requirements.** Throughout the term of this Schedule, Licensee shall remain compliant with the eligibility requirements of the Fannie Mae DU Only Program and shall promptly produce evidence of the same upon the request of Fannie Mae.
19. **Compliance With Law.** For purposes of this Schedule, the Section captioned "Compliance With Law" of the Master Terms is replaced with the following:

Licensee acknowledges that its activities, whether or not the Licensed Application is utilized in connection with such activities, may subject Licensee to certain federal, state and local substantive and disclosure laws and regulations including, without limitation, the Real Estate Settlement Procedures Act, the Truth-in-Lending Act, the FCRA, ECOA and the Home Mortgage Disclosure Act and mortgage lending or broker 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 used, and (ii) all applicable laws, rules, regulations and conventions relating to data privacy, data security, 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 underwriting 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 and (iii) it has designed and implemented compliance and quality control policies, procedures and plans aimed at assuring compliance with the Applicable Laws, including, without limitation, such Applicable Laws as pertain to predatory lending. Licensee bears sole responsibility for complying with Applicable Laws (and its compliance and quality control policies, procedures and plans), 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.



Licensee shall notify Fannie Mae in accordance with the requirements of the Section of the Master Terms captioned "Notices" within three (3) business days of notice of any actual or threatened civil, administrative or criminal litigation or enforcement matter arising out of, or relating to, any alleged material violation by Licensee of an Applicable Law in which Licensee's use of the Licensed Application is or may become relevant. Upon receipt of such notice, Fannie Mae may conduct an audit of Licensee's books and records, or such other inquiry as it may determine reasonable in the circumstances, regarding such alleged violation, and Licensee shall reasonably cooperate in regard to such audit or inquiry.

Licensee privacy statement(s), policies and practices relating to the Licensed Application shall not conflict with (i) the section of the Master Terms captioned "Rights in Data," or (ii) any privacy statement included in the Licensed Application. Fannie Mae shall not be responsible for monitoring or reviewing Licensee's privacy statement(s), or assisting in the development thereof, and shall not be bound thereby.

20. **DU for Government Loans.** The Licensed Application contains certain functionality designed to assist Licensee in evaluating a loan's eligibility for guaranty by the VA or insuring by FHA (the VA and FHA each being referred to in the singular as the "Agency" and together as the "Agencies"). In addition to the terms in the Master Terms and this Schedule, the following terms and conditions apply with respect to the components of the Licensed Application used to assist lenders in their underwriting of government loans ("Desktop Underwriter for Government Loans"):
- (a) Licensee represents and warrants that (i) to the extent required by the Agency, Licensee is authorized to originate VA guaranteed or FHA insured housing loans (as applicable) and (ii) Licensee will comply with all policies and requirements set forth by the authorizing Agency. In addition, Licensee represents and warrants that it will (1) comply with all applicable laws and regulations in its use of Desktop Underwriter for Government Loans and any output of Desktop Underwriter for Government Loans, (2) provide to each applicant as to whom it determines not to extend credit an adverse action notice in accordance with the requirements of ECOA, (3) rely upon its own counsel to ensure compliance with ECOA, the Fair Housing Act and other applicable laws, and (4) obtain each borrower's written consent to obtain credit reports in accordance with the requirements of the FCRA and, where legally required, any other information required by Desktop Underwriter for Government Loans.
- (b) Licensee agrees that (i) notwithstanding any provision to the contrary in the Agreement, Fannie Mae shall have the right to immediately limit, suspend and/or terminate Licensee's license to access and use Desktop Underwriter for Government Loans in the event that Licensee is deemed unacceptable as a licensee or otherwise by Fannie Mae, or upon an Agency's determination that Licensee is not complying with the guidelines for the use of Desktop Underwriter for Government Loans, and Fannie Mae shall have no liability to Licensee or otherwise for any such action, (ii) Licensee shall provide, in a timely manner, such information requested by an authorizing Agency from time to time for quality control, monitoring, risk management or other purposes, in the form and format specified by Fannie Mae and/or the authorizing Agency. In addition, notwithstanding any provisions to the contrary in the Agreement, Licensee hereby authorizes Fannie Mae to (1) provide to the Agencies loan data, reports and other information (including, but not limited to, loan level and summary information and information for evaluation, quality control or monitoring purposes) required or requested by the applicable Agency with respect to applications or loans processed through Desktop Underwriter for Government Loans, and (2) provide the applicable Agency with periodic reports regarding its status as a licensee of Desktop Underwriter for Government Loans.
21. **Indemnification.** Subsection (d) of the Section captioned "Indemnification" of the Master Terms shall be expanded to also provide indemnification in the event of any breach of any of Sections 4 through 6, 9, 11 through 15 or 20 of this Schedule.
22. **Survival.** Any provisions of this Schedule that contemplate their continuing effectiveness, including, without limitation, Sections 4, 6 through 15, 19 and 21-22 of this Schedule, shall survive any termination of this Schedule.
23. **Termination for Convenience.** For purposes of this Schedule, the Section of the Master Terms captioned "Termination for Convenience" will be replaced with the following:
- "Either party may terminate this Schedule without cause upon thirty (30) days' prior written notice to the other."
24. **Termination for Cause.** In addition to the termination for cause events specified in the Section of the Master Terms captioned "Termination for Cause," Fannie Mae may terminate this Schedule effective immediately upon notice to Licensee if Licensee is found by Fannie Mae to be in breach of the provisions of Sections 6 or 18 of this Schedule.