

**AUTOMATED PROPERTY SERVICE FOR NPV,  
FANNIE MAE LOAN MODIFICATIONS AND MORTGAGE RELEASE  
BULLETIN**

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 Automated Property Service Schedule for NPV, Fannie Mae Loan Modifications and Mortgage Release (the “Old Schedule”) as set forth in the attached Automated Property Service Schedule for Fannie Mae Loan Modifications and Mortgage Release (the “New Schedule”). All terms not defined in the New Schedule shall have the meaning set forth in the Agreement.

Among other things, the New Schedule addresses or provides for:

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| Title      | “NPV” is removed from the title of the Schedule to reflect that NPV is no longer a permitted use in light of the expiration of the Home Affordable Modification Program (HAMP).   |
| Section 3  | References to HAMP and use related to HAMP are removed.   |
| Section 4  | Section 3(E) of the Old Schedule has been clarified and incorporated into Section 4 of the New Schedule.  |
| Section 7  | The provisions that form the basis on which Fannie Mae may terminate the Schedule in the event of breach have been changed in part.   |
| Section 11 | Section 7 no longer survives termination of the Schedule.   |
| Section 12 | The statement in the Valuation Disclosure that the estimate of value developed by an automated valuation model made available by Fannie Mae is intended to be used solely in connection with the modification of the borrower’s mortgage loan has been removed. |

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

**Automated Property Service Schedule  
For Fannie Mae Loan Modifications and Mortgage Release**

**Terms and Conditions**

1. **Licensed Application.** Automated Property Service for Fannie Mae Loan Modifications and Mortgage Release (“APS for Loan Modifications and Mortgage Release”) enables users, upon inputting a limited set of data, to obtain a predicted value and confidence score for the subject property. All use by Licensee of APS for Loan Modifications and Mortgage Release in connection with loan modifications and Mortgage Releases (as defined in the Fannie Mae Servicing Guide) is governed by the Master Terms and Conditions of the Software Subscription Agreement and this Schedule.
2. **Authorized Users.** For purposes of this Schedule, “Authorized Users” shall include any individual who: (a) is an independent contractor, (b) is actively providing services to Licensee and (c) has registered through Fannie Mae’s user registration process relating to the Licensed Application. Licensee acknowledges and agrees that actions of Authorized Users shall be deemed to be actions of Licensee.
3. **Restrictions on Use.** The following restrictions are in addition to the restrictions on use in the section of the Agreement entitled “Restrictions on Use; Audit Rights”:
  - A. Licensee may only use the Licensed Application: (1) to obtain a predicted value (with a confidence score) and use such predicted value to evaluate the loan for eligibility for a Fannie Mae loan modification; or (2) to obtain a predicted value (with a confidence score) and use such predicted value in accordance with the provisions of the Fannie Mae Servicing Guide relating to Mortgage Release (as defined in the Fannie Mae Servicing Guide).
  - B. Licensee shall not access the fieldwork recommendation or prior sales history functionality of APS.
  - C. Licensee shall not use the Licensed Application or the predicted value or confidence score for any purpose other than as explicitly permitted in this Schedule. Licensee specifically may not use the Licensed Application or its predicted value or confidence score (a) to solicit non-Licensee mortgagors, (b) as the basis for any property value submitted to Desktop Underwriter or (c) as the basis for a value to be reported to Fannie Mae in the Loan Schedule or Schedule of Mortgages other than in connection with a Fannie Mae loan modification.
4. **Not An Appraisal; Unauthorized Representations.** The predicted value generated by the Licensed Application is produced by an automated valuation model, and is not an appraisal or the work product of a state-licensed or state-certified appraiser. Licensee acknowledges that the section of the Agreement entitled “Unauthorized Representations” prohibits Licensee from making any representations to any third parties, including but not limited to the respective borrowers, that Fannie Mae has performed any kind of a property review, appraisal or valuation of the property that is the subject property of the Licensed Application. Licensee’s use of APS for Loan Modifications and Mortgage Release to obtain a predicted value (and confidence score) for use in accordance with this Schedule does not relieve Licensee of any representations and warranties regarding property value, if any, made at the time the loan that the property secures was sold to Fannie Mae.
5. **Disclaimer of Warranty and Assumption of Risk.** In addition to the warranties specifically disclaimed by Fannie Mae in the section of the Agreement entitled “Warranty,” Fannie Mae also specifically does not warrant that any predicted value generated by the Licensed Application represents the actual value of the subject property.
6. **Compliance With Law.** Laws and regulations regarding the use of appraisals and automated valuation models may vary, including without limitation based on the location of the property and Licensee’s licensing within that jurisdiction. As stated in the Agreement, Licensee is responsible for compliance with all federal, state and local laws, rules and regulations applicable to its use of APS for Loan Modifications and Mortgage Release.
7. **Termination.** Notwithstanding any provision to the contrary in the Agreement, Fannie Mae may terminate this Schedule upon thirty (30) days’ written notice to Licensee, with or without cause. In addition to the foregoing, Fannie Mae may terminate this Schedule immediately, upon notice to

Licensee, if Fannie Mae reasonably believes, in its sole discretion, that Licensee has breached Sections 3(C), 4 and 6 of this Schedule.

8. **Indemnification.** Subsection (d) of the section of the Agreement entitled "Indemnification" shall be expanded to also provide indemnification in the event of any breach of Sections 3, 4, 6 or 12 of this Schedule.
9. **Subscription Fees.** There are no charges for Licensee's use of APS for Loan Modifications and Mortgage Release in accordance with this Schedule.
10. **Other Charges.** Nothing set forth in this Schedule shall limit or waive the obligation of Licensee to pay any other charges due Fannie Mae or third parties, including, without limitation (i) Fannie Mae installation and training charges imposed under the Agreement or (ii) any charges imposed by third parties, including, but not limited to, any credit reporting agencies, processing service providers, authentication service providers, telecommunications service providers and telecommunications and computer equipment providers.
11. **Survival.** Any provisions of this Schedule that contemplate their continuing effectiveness, including, without limitation, Sections 4, 5, 6 and 8 of this Schedule, shall survive any termination of this Schedule.
12. **ECOA Compliance: Batch Submission Process.** If Licensee has determined that it is required by the Equal Credit Opportunity Act (ECOA) to provide the borrower a copy of certain property valuation information Licensee has obtained using the batch submission process, Licensee must not copy or otherwise provide the entire batch response file to the borrower. Instead, Licensee must provide the borrower a document (the "Valuation Disclosure") that contains the following information extracted from the batch response file: the standardized address, predicted value, confidence score and response date/timestamp. The Valuation Disclosure must also include the following language:

Note: The confidence score reflects the property valuation model's confidence in the accuracy of the estimated value. The more data points the model has related to the particular property and neighborhood, the better the confidence score. Confidence scores range from 1-5, with 1 being the most confident.

This estimate of value was developed by an automated valuation model that was made available to your servicer by Fannie Mae. This estimate of value is not the result of an appraisal, nor was it developed by a state licensed or certified appraiser. Fannie Mae makes no representations or warranties, express or implied, regarding the property, the condition of the property, or the estimated value of the property. This estimate is intended to be used solely by the servicer. The servicer may or may not have used this estimated property value to make a credit decision. If you have concerns with this valuation, please talk to your servicer about your options, which include asking your servicer to order an appraisal.

Licensee may include other information in the Valuation Disclosure (as long as such additional information was not extracted from the batch response file).