

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 existing Shipping and Delivery Applications Schedule (the “Old Shipping and Delivery Schedule”) as set forth in the attached new (the “New Shipping and Delivery 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 Shipping and Delivery Schedule includes the following changes:

SECTION NO./ TITLE	OLD SECTION NO./ TITLE (if different)	DESCRIPTION OF CHANGE
1.— <u>Licensed Application</u>	—	Clarification added which states that references to Licensed Applications also include, as permitted, any associated APIs and that, among other functionality they provide, the Licensed Applications also identify wire instructions for loans associated with warehouse lenders and disbursement agents.
2a. and 3a.— <u>Authorized User</u>	2(a).— <i>Definitions</i>	The definition of “Authorized User” was expanded to include employees or contractors that Fannie Mae, acting on behalf of Licensee, has authorized to use a Licensed Application and an acknowledgment was added stating that Licensee agrees that the actions of Authorized Users are deemed to be actions of Licensee.
2c.— <u>License</u>	—	Streamlined the License grant and clarified that the license is non-sublicensable and revocable under Fannie Mae’s intellectual property rights
3i. and 4g.— <u>Lender Contract</u>	—	New Section which states that transactions initiated via the Licensed Transaction are subject to Lender Contract requirements, and conflicts between the Licensed Transaction and the Guides (or other portions of the Lender Contract) will be decided in favor of the latter.
3i.— <u>No Waiver of Fees</u>	—	New Section which states that no waiver of fees associated with Licensee’s use of a Licensed Application will be effective unless and until it is provided in writing.

5c.— <u>Appraisals</u>	—	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 Applications.
—	5(e).— <i>Rights in Data</i>	This Section was removed as this topic is now exclusively addressed in the Master Terms.
7e.— <u>Wire Administration; Reliance on Instructions</u>	8.— <i>Wire Administration</i>	Statement added to Section that FM is not responsible for the accuracy, completeness or currency of wiring instructions and disclaims all liability regarding same.
8.— <u>Support; No Duty to Monitor</u>	—	New Section which states that FM will make online resources available regarding the Licensed Application(s) but is not obligated to remove, edit or monitor data or other materials related to same that are generated by Licensee or its affiliates.
9.— <u>Suspension or Termination for Cause</u>	4(k). 5(j). 6(b).— <i>Restrictions on Use; Termination of Access</i>	Consolidated and moved termination language to this new standalone Section.
10.— <u>APIs</u>	—	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.

All of the changes described above are effective as of the Effective Date indicated in this Schedule, except for the provisions related to the use of APIs in Sections 1 and 6, which are effective immediately, in accordance with the Master Terms Section entitled “Issued Bulletins; Amendments.” 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 Shipping and Delivery Schedule and the Agreement. In the event of any inconsistency between or among the provisions contained in the Agreement (including the New Shipping and Delivery Schedule) and this Bulletin, the provisions of the Agreement shall govern.

Software Subscription Agreement

SINGLE-FAMILY SHIPPING AND DELIVERY APPLICATIONS Schedule

LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae licenses to Licensee the following applications: EarlyCheck™, Collateral Underwriter® (CU™), Pricing & Execution – Whole Loan® (PE-Whole Loan) (including, at Fannie Mae’s sole option, its servicing-released component), Pricing & Execution – MBS® (PE-MBS), Pricing Services, Loan Delivery (including Additional Data Elements and, where permitted, ASAP Plus), Message Manager, FM Connect™, Condo Project Manager™, Credit Variance Administration System, Document Certification, MBS Online Reports/MBS Schedule of Mortgages, Uniform Collateral Data Portal® (UCDP®) (including integration to its Fannie Mae Collateral Data Delivery Service, where permitted) and CE Portal, together with, as permitted, any API associated with an application referenced in this Schedule, 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, these applications provide certain shipping and delivery functionality, including those designed to enable Fannie Mae lenders and custodians (where appropriate) to:
 - a. identify potential loan data issues prior to loan delivery;
 - b. identify potential appraisal issues prior to loan delivery;
 - c. create commitments to sell certain 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;
 - d. if applicable, arrange for the sale of servicing concurrent with a commitment;
 - e. engage in maintenance activities, including extensions, pair-offs and over-deliveries;
 - f. deliver loans to Fannie Mae for cash purchase or placement in an MBS;
 - g. access indicative pricing and MBS buyup and buydown ratios;
 - h. deliver certain appraisal and housing goal data;
 - i. request, view and update condo project approvals;
 - j. request, view, and update single loan waivers;
 - k. review and certify MBS pools;
 - l. correct data that has already been submitted to Fannie Mae;
 - m. share credit enhancement policy information;
 - n. identify wire instructions for loans associated with warehouse lenders and disbursement agents, and

o. view, export or print reports related to these activities.

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

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

“**Guides**” means the Fannie Mae Single Family Selling Guide and Single Family Servicing Guide, as they each may be amended, restated, supplemented or otherwise modified from time to time.

“**Mortgage Loan Application**” means the submission by a loan applicant of financial information and identification of a specific property to secure a loan.

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

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

“**Authorized User**” means any employee, individual Independent Contractor or employee of an Independent Contractor of Licensee, or loan origination or other system used by Licensee, registered by Licensee, or by Fannie Mae on Licensee’s behalf, who is authorized to use 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, but only to the extent such system specifically facilitates Licensee’s access to and use of the Licensed Application. Licensee agrees that actions of Authorized Users are deemed to be actions of Licensee.

b. Independent Contractor. The following term is added to the “Definitions” Section of the Master Terms:

“**Independent Contractor**” means any individual or company who: (i) is an independent contractor and (ii) requires access to the Licensed Application in order to perform services which it is actively providing to Licensee, as Licensee’s agent.

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

Provided that Licensee is a SF Lender, Fannie Mae grants Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license under Fannie Mae’s intellectual property rights to access and use the Licensed Application through its Authorized Users during the term of this Schedule and, if Fannie Mae, in its sole discretion, provides Codified Findings to Licensee, to use them in accordance with the terms of the “Codified Findings” subsection of this Section. The Licensed Application is licensed to Licensee on a company-wide subscription basis.

d. 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 may only access and use the Licensed Materials in association with loans Licensee is considering for sale to Fannie Mae.

e. Codified Findings. The following terms apply if Fannie Mae provides Codified Findings to Licensee:

i. Licensee may use the Codified Findings to:

(1) populate its databases and other downstream systems with data points including, by way of illustration, special feature codes;

- (2) create automated decisioning and actionable items based on data parsed from the Codified Findings;
 - (3) customize, add or suppress messaging to be compatible with Licensee's specific requirements; and
 - (4) create reports and analyses.
- ii. Licensee agrees that:
- (1) the Codified Findings are subject to change at any time and from time to time;
 - (2) Licensee develops code based upon the Codified Findings at its own risk, cost and expense;
 - (3) upon receipt of any changes to the Codified Findings, Licensee must promptly update any code that it has developed or licensed in order to conform it to the most recent version of the Codified Findings;
 - (4) Licensee may not 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; and
 - (5) if there is any inconsistency between the findings or results issued by the Licensed Application and the Codified Findings, the findings or results issued by the Licensed Application will govern.
- f. No Purchase Approval or Denial. Licensee agrees that: (i) any results issued by the Licensed Application will not constitute an approval or denial of the Mortgage Loan Application or loan 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 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. Mandated Disclosures. Licensee agrees that it bears sole responsibility for any disclosure and other obligations arising under federal, state and local laws and regulations relating to Mortgage Loan Applications and that such obligations in no event should 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, is 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 has 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**" means the 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.
4. Pricing & Execution – Whole Loan. The following terms apply with regard to Pricing & Execution – Whole Loan and its servicing-released components (the "Licensed Application" under this Section) and its underlying business methodologies:
- a. Authorized User. For purposes of this Section, the term "Authorized User" includes individuals (i) working for Third-Party Providers retained by Licensee to perform mortgage-related services on their behalf that require access to the Licensed Application and (ii) who have obtained Authentication Credentials as a result of Licensee's actions or Fannie Mae's actions on Licensee's behalf. Licensee agrees that actions of Authorized Users are deemed to be actions of Licensee.

- b. Authorization to Perform Transactions/Access to Data. Licensee is solely responsible for ensuring that individuals performing transactions using the Licensed Application are authorized to perform them. Licensee agrees that the Licensed Application enables Authorized Users to access all of Licensee's data in the Licensed Application, including data that is irrelevant to services they are performing. Licensee accepts sole responsibility for the data access of its Authorized Users and indemnifies and holds Fannie Mae harmless from all Losses arising from it.
- c. Binding Commitments. Except as provided in paragraph (d) of this Section, a commitment, pair-off, extension or over-delivery, as described in the Selling Guide, as well as an automatic extension or pair-off, will only be binding on Fannie Mae if and when Licensee is issued a confirmation from Fannie Mae with a corresponding commitment number, either by the Licensed Application or another written communication (via e-mail or otherwise). Fannie Mae reserves the right to refuse requests for pair-offs, extensions and over-deliveries at its sole option. The terms of the Section of the Master Terms entitled "Fees, Taxes and Billing" applies to all fees associated with pair-offs, extensions and over-deliveries.
- d. Telephonic Commitments. Licensee agrees and acknowledges that if the Licensed Application fails to issue a confirmation of Licensee's commitment, Licensee must immediately call Fannie Mae at (800) 752-0257. If Fannie Mae had not received such commitment information from Licensee, no commitment will have been effected and Licensee will be so advised. If Fannie Mae receives commitment information from Licensee telephonically (either due to a failure of the Licensed Application to issue a confirmation of Licensee's commitment or to display an applicable note rate on the rate sheet), Licensee will be given a commitment number during the telephone call and a commitment will have been effected. The Licensed Application will issue a confirmation of the commitment. Licensee and Fannie Mae agree that commitments, pair-offs, extensions and over-deliveries obtained via telephonic means, as described in and in compliance with the Selling Guide, are binding on the parties to the same extent and pursuant to the same requirements as those obtained via the Licensed Application. If the telephone conversation between Licensee and Fannie Mae is recorded by Fannie Mae, the terms recorded in the voice recording will take precedence over the terms set forth in the confirmation where the voice recording and the confirmation conflict. Notwithstanding the above, Fannie Mae reserves the right to refuse to enter into telephonic commitments at any time.
- e. Access to Servicing-related Component. At its sole discretion, Fannie Mae may choose to provide Licensee with access to a 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 a servicing-released component;
 - ii. Fannie Mae is not responsible for Licensee's sale (or attempted sale) of servicing using Fannie Mae technology or otherwise;
 - iii. Fannie Mae has no liability or responsibility related to the accuracy and completeness of any information Licensee obtains from the Licensed Application and uses or relies upon in any way;
 - iv. 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; and
 - v. Fannie Mae makes no representations or warranties as to the availability or accessibility of a servicing-released component or the participation of any servicer therein.

- f. Calculations of Net SRP and Net Funding SRP. Fannie Mae’s calculation of net servicing release premium (“SRP”) and net funding SRP is based on information submitted by Licensee through the Licensed Application 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). Fannie Mae has no liability or responsibility if issues arise in connection with:
- i. the accuracy or completeness of the information that the Licensed Application uses to calculate the net SRP or the net funding SRP;
 - ii. Licensee’s sale (or attempted sale) of servicing to a servicer (other than the calculation, collection and remittance of net funding SRP and transfer of certain data to the servicer); or
 - iii. the servicing obligations and obligations relating to escrow funds.

g. Relationship with Active Servicers. Licensee agrees that:

- i. the participation of Licensee or a servicer in a servicing-released component of the Licensed Application (“Active Servicer”) does not affect the independence of Fannie Mae and Licensee or the servicer and that Licensee and the servicer are not partners of, or joint venturers with, Fannie Mae as a result of their participation in a servicing-released component; and
- ii. neither Fannie Mae, on the one hand, and Licensee or any Active Servicer, on the other hand 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 that applies to sales of servicing executed through the Licensed Application are not 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 representations or warranties as to any Active Servicer’s compliance with applicable laws and regulations.

- h. Disclosures to Active Servicers. Without limiting the terms of the Section of the Master Terms entitled “Rights in Data,” Fannie Mae has the right to:
- i. provide each Active Servicer all data related to servicing bids made by them;
 - ii. provide each Active Servicer all data (except loan sale pricing) pertaining to commitments in which servicing is released to them; and
 - iii. provide data and analytics to each Active Servicer pertaining to their servicing bids.

Licensee may obtain Active Servicers’ SRP information in the course of Licensee’s participation in the Licensed Application. Licensee acknowledges and agrees this information is the confidential information of the Active Servicer and agrees to safeguard it as if it were Fannie Mae’s confidential information in accordance with the terms of the Selling Guide.

- i. Lender Contract. The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including loan eligibility requirements, pricing execution options, delivery methods or servicing requirements, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.

- j. No Waiver of Fees. Without limiting the terms of the Section of the Master Terms entitled “No Implied Waiver,” a waiver of any fee associated with Licensee’s use of the Licensed Application will not be effective unless and to the extent it is given in writing and will not constitute a waiver of any other fee.
5. Pricing & Execution – MBS. The following terms apply with regard to Pricing & Execution – MBS (the “Licensed Application” under this Section) and its underlying business methodologies:
- a. Authorized User. For purposes of this Section, the term “Authorized User” includes individuals: (i) working for Third-Party Providers retained by Licensee to perform mortgage-related services on their behalf that require access to the Licensed Application and (ii) who have obtained Authentication Credentials as a result of Licensee’s actions or Fannie Mae’s actions on Licensee’s behalf. Licensee agrees that actions of Authorized Users are deemed to be actions of Licensee.
- b. Authorization to Perform Transactions/Access to Data. Licensee is solely responsible for ensuring that individuals performing transactions using the Licensed Application are authorized to perform them. Licensee agrees that the Licensed Application enables Authorized Users to access all of Licensee’s data in the Licensed Application, including data that is irrelevant to services they are performing. Licensee accepts sole responsibility for the data access of its Authorized Users and indemnifies and holds Fannie Mae harmless from all Losses arising from it.
- c. Binding Commitments. A commitment, pair-off or roll, as described in the Selling Guide, will only be binding on Fannie Mae if and when Licensee is issued a confirmation with a corresponding commitment number, either by the Licensed Application or another written communication (via e-mail or otherwise). Fannie Mae reserves the right to refuse requests for pair-offs and rolls at its sole option. The terms of the Section of the Master Terms entitled “Fees, Taxes and Billing” applies to all fees associated with pair-offs and rolls.
- d. Authorized Actions. Licensee consents to Fannie Mae’s taking certain actions on its behalf (“**Authorized Actions**”) under certain circumstances. The actions that Fannie Mae may take, and the only circumstances under which Fannie Mae is authorized to take such actions are as described below:
- i. Without prior notice to Licensee, Fannie Mae may initiate a pair-off if there is a commitment with an aggregate delivered volume of less than the Minimum Delivery Amount reflected in the related commitment and Licensee has not executed either a pair-off or roll of the outstanding balance by the last business day of the Issue Month reflected in the applicable commitment (“**Pair-off/Roll Deadline**”). This may result in a pair-off fee payable by Licensee in accordance with the terms of the commitment.
- ii. At the request of Licensee, Fannie Mae may either pair-off an existing commitment or roll the volume into the month following the Issue Month reflected in the related commitment, provided (A) Fannie Mae receives Licensee’s request prior to Fannie Mae’s close of business on the Pair-off/Roll Deadline, and (B) for a roll request, the commitment was not created as a result of a Rolled Volume from the previous month. “**Rolled Volume**” is all or a portion of the volume from an existing commitment that is rolled to a new commitment for the Issue Month immediately following the Issue Month designated in the original commitment. Fannie Mae will send Licensee an email with the proposed terms of the requested pair-off or roll, which terms must be confirmed by Licensee in writing (including email) within 5 minutes or Fannie Mae will not take the requested action on Licensee’s behalf.

- iii. At the request of Licensee, Fannie Mae may, at its option, create a new commitment on behalf of Licensee, provided that Fannie Mae will only create a new commitment on behalf of Licensee under an Authorized Action under an extenuating circumstance in which (A) time is of the essence, and (B) Licensee is unable to make the commitment on its own behalf, (e.g., none of Licensee's Authorized Users with "write" access are able to access the Licensed Application). Fannie Mae will send Licensee an email with the proposed terms, which terms must be confirmed by Licensee in writing (including email) within 5 minutes or Fannie Mae will not take the requested action on Licensee's behalf. In the alternative, Fannie Mae may provide comments in the "Comments" field of the commitment in which case Licensee must comply with the instruction to review the terms of the commitment and notify Fannie Mae of any objections within the specified time period, or Licensee will be deemed to have accepted the terms of the commitment.
 - e. Authorized Actions and Fees. Licensee authorizes Fannie Mae to perform Authorized Actions on Licensee's behalf and charge such fees as are associated with the actions performed as if the actions had been performed by Licensee. If Fannie Mae takes an Authorized Action, Licensee agrees to be bound by such action to the same extent as if the action had been taken by one of Licensee's Authorized Users of the Licensed Application.
 - f. Negotiated Commitments. At the request of Licensee, Fannie Mae may create a negotiated commitment on behalf of Licensee. Licensee must confirm the terms of the commitment by either (i) confirming such terms in writing (including email) within 5 minutes if Fannie Mae sends Licensee an email with the proposed terms, or Fannie Mae will not take the requested action on Licensee's behalf; or (ii) complying with Fannie Mae's instructions to review the terms of the commitment and notify Fannie Mae of any objections within the specified time period if Fannie Mae provides comments in the "Comments" field of the commitment, or Licensee will be deemed to have accepted the terms of the commitment.
 - g. Lender Contract. The transactions initiated via the Licensed Application are subject to the requirements of the Lender Contract, as it may be modified and amended from time to time. Conflicts between the Licensed Application and the Guides or other portions of the Lender Contract, including loan eligibility requirements, pricing execution options and delivery methods, will be resolved in favor of the Guides or other portions of the Lender Contract, as the case may be.
 - h. No Waiver of Fees. Without limiting the terms of the Section of the Master Terms entitled "No Implied Waiver," a waiver of any fee associated with Licensee's use of the Licensed Application will not be effective unless and to the extent it is given in writing and will not constitute a waiver of any other fee.
6. Uniform Collateral Data Portal; Collateral Underwriter; Related APIs. The following terms apply with regard to the Uniform Collateral Data Portal (including its Fannie Mae Collateral Data Delivery Service ("CDDS") and related APIs, where permitted) and Collateral Underwriter (each, the "Licensed Application" under this Section):
- a. Joint GSE Portal. The Uniform Collateral Data Portal ("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.
 - b. 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:
 - i. 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.

- ii. 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.
- c. Appraisals. Licensee agrees to the following:
- i. 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;
 - ii. 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; and
 - iii. Licensee has obtained requisite authorization to access, review and use appraisals and related data that have been procured through the Licensed Applications.
- d. Third Party Access
- i. UCDP. Licensee may designate one or more agents (including appraisal management companies and outsource providers) to use the Uniform Collateral Data Portal (including CDDS and related APIs) 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.
 - ii. CU. 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.
- e. Guarantee by Licensee. If Licensee designates an agent or other third party to use UCDP or CU, or otherwise provides a third party access to CU, 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.
- f. 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.
- g. 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.

7. Loan Delivery. The following terms apply with regard to Loan Delivery, including its ASAP Plus functionality (the “Licensed Application” under this Section):
 - a. No Approval or Denial of Loan. Licensee agrees that any results issued by the Licensed Application will not constitute an approval or denial of the loan by Fannie Mae or a commitment to purchase the loan by Fannie Mae.
 - b. No Representation or Warranty. 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.
 - c. Intended Actions. Licensee is solely responsible for ensuring that the data it enters, selections it makes and actions it takes using the Licensed Application represent Licensee’s intentions.
 - d. Authorization and Accuracy of Transactions. Licensee is solely responsible for the due authorization and accuracy of all transactions made using the Licensed Application, and Fannie Mae is under no obligation to verify whether any transaction has been so authorized and accurately reflects the terms desired by the Licensee.
8. Wire Administration. If a licensed application includes a wire administration functionality (the functionality being the “Licensed Application” under this Section), the following terms apply:
 - a. Accurate and Complete Instructions. Licensee must ensure the Licensed Application contains accurate, current and complete wiring instruction information including associated relationships with warehouse lenders, disbursement agents and other entities as appropriate.
 - b. Bailee Letters. Licensee must instruct its warehouse lenders to place the name of the warehouse lender in the header of its bailee letters associated with Fannie Mae loans.
 - c. Cooperation with Warehouse Lenders and Disbursement Agents. Licensee must provide reasonable and timely cooperation to its warehouse lenders and disbursement agents who are participating in the wire administration functionality in their efforts to ensure accurate and complete wiring instructions are maintained in the Licensed Application.
 - d. Authorized Representatives Only. Maintenance of wiring instruction information by Licensee must be made in the Licensed Application only by authorized representatives of Licensee.
 - e. Reliance on Instructions. Fannie Mae is entitled to rely on wiring instructions that are maintained in the Licensed Application by Licensee. Fannie Mae is not responsible for the accuracy, completeness or currency of the wiring instructions in the Licensed Application and disclaims all liability associated with wiring instruction information.
9. Access Code. Licensee 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 will 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 agrees that the Code is the Confidential Information of Fannie Mae and is subject to all protections afforded Confidential Information as are established in the Master Terms.
10. APIs. With respect to any APIs, Licensee must 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 until AFTER receiving the consumer’s prior consent to access such data.

11. Support; No Duty to Monitor. Fannie Mae will make online resources such as job aids, quick steps and recorded presentations relating to the use of the Licensed Application available to Licensee. Fannie Mae has no obligation with respect to the activity of Authorized Users relating to the Licensed Application, including any obligation to remove, screen, police, edit or monitor any data or other material generated by Licensee's employees, agents, contractors, representatives, customers or affiliates.
12. 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: (a) this Schedule or Licensee's access to the Licensed Application if Licensee violates the terms of the Section of this Schedule entitled "Uniform Collateral Data Portal; Collateral Underwriter or (b) offering mandatory and best efforts commitments to Licensee via the Licensed Application or permitting Licensee to participate in a servicing-released component, if the Licensed Application includes committing functionality, and Fannie Mae will have no liability to Licensee or otherwise for any such action. If the suspension or termination of a Licensed Application with committing functionality is unrelated to Licensee's status as a SF Lender, (A) both parties will fulfill all unexpired commitments and (B) both parties will fulfill their obligations with respect to any sale of servicing related to unexpired commitments.
13. Indemnification. Licensee's obligation to indemnify Fannie Mae as established in the Master Terms include indemnification in the event of any breach of Sections 3 through 9 of this Schedule.
14. 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 Sections 3 through 8 and 12 will survive any termination of this Schedule or the Agreement.