

## INTEGRATION AGREEMENT

**THIS INTEGRATION AGREEMENT** (this "**Agreement**") is made as of the Effective Date between **FANNIE MAE** ("**Fannie Mae**"), and the entity whose name, state of organization and address are on Exhibit A ("**Integrator**").

**WHEREAS**, Fannie Mae owns or is otherwise authorized to distribute and make available the Fannie Mae Service(s); and

**WHEREAS**, Integrator desires to develop and maintain one or more Interfaces in order to (i) integrate features, functions and capabilities of certain Fannie Mae Service(s) with one or more of its Product(s), (ii) provide Customers the ability to receive Third-Party Services that may be integrated with the Fannie Mae Service(s) and (iii) facilitate the exchange of Data between Integrator's Product(s) and the Fannie Mae Service(s);

**NOW, THEREFORE**, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Defined Terms.**

See the attached Glossary of Defined Terms.

2. **Grants of Rights; Limitations; Customer Relationships.**

The table below describes rights granted to, and restrictions and obligations imposed on, Integrator.

GRANT OF RIGHTS AND IMPOSITION OF OBLIGATIONS	
Topic	Description
2.1 License Grant	<p>Fannie Mae grants Integrator a non-exclusive, non-transferable, non-sublicenseable, revocable license under Fannie Mae's intellectual property rights to:</p> <ul style="list-style-type: none"><li>• access and use the Fannie Mae Service through its Authorized Users for the sole purpose of developing and supporting the Interface;</li><li>• market the Fannie Mae Service as integrated with the Product to actual and potential Customers in accordance with <u>Section 9</u> of this Agreement; and</li><li>• transmit loan-related Data between the Product and the Fannie Mae Service.</li></ul> <p>Integrator grants Fannie Mae a limited, non-exclusive, non-transferable, royalty-free, worldwide license to:</p> <ul style="list-style-type: none"><li>• access, use and demonstrate the Interface and the Product, solely in executable form for internal support, and for marketing</li></ul>

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	<p>purposes, and</p> <ul style="list-style-type: none"> <li>• use and reproduce Integrator's supporting documentation for the Interface and the Product for the above purposes. Integrator will supply a copy of, or otherwise make available such documentation as soon as the same is available but no later than promptly upon completion of the Interface.</li> </ul> <p>Integrator shall perform demonstrations of the Interface and the Product upon Fannie Mae's reasonable request.</p>
2.2 Right to Copy Specifications	Integrator may copy the Specifications to the extent necessary to exercise the license.
2.3 Codified Findings	<p>If Fannie Mae provides Integrator with specifications and protocols related to the Codified Findings for the Fannie Mae Service, Integrator may access, use, copy and disclose them to Customers who are licensees of the Fannie Mae Service to the extent necessary to develop the Interface to import and parse Codified Findings for the following purposes:</p> <ul style="list-style-type: none"> <li>• populating a database or other downstream system with data points (for example special feature codes and credit data),</li> <li>• creating actionable items based on Data parsed from Codified Findings,</li> <li>• communicating loan conditions to Customer personnel,</li> <li>• triggering automated system messaging of processing requirements,</li> <li>• triggering automated loan processing actions, and</li> <li>• developing findings messages to be transmitted to Customers through the Interface.</li> </ul>
2.4 Restrictions on Use	<p>Integrator's license is subject to the following restrictions:</p> <ul style="list-style-type: none"> <li>• Except (a) as required to transmit loan-related Data between the Product and the Fannie Mae Service or (b) when testing in the Common Lender Validation Environment (CLVE), Integrator may only access and use the Fannie Mae Service in a non-production environment using only test loan information provided by Fannie Mae;</li> <li>• Integrator must not resell, sublicense, distribute, allow access to or otherwise make any part of the Fannie Mae Service or the Specifications available to any person, firm or entity except as permitted under the Agreement;</li> <li>• Integrator must not (i) attempt to disable or circumvent any technological measure that controls access to the Fannie Mae Service or Specifications, (ii) attempt to reverse engineer, decompile or otherwise derive the source code or any trade secrets from the Fannie Mae Service or Specifications, or (iii) engage in any</li> </ul>

GRANT OF RIGHTS AND IMPOSITION OF OBLIGATIONS	
	<p>conduct intended to interfere with the operation of the Fannie Mae Service except to the extent that such activity is expressly permitted by applicable law; and</p> <ul style="list-style-type: none"> <li>• Integrator must not modify, alter, translate or create derivative works based upon the Fannie Mae Service or the Specifications.</li> </ul>
2.5 Unauthorized Representations	<p>Integrator must not make any statement:</p> <ul style="list-style-type: none"> <li>• that purports to be or might reasonably be construed to be made on behalf of Fannie Mae or its Third-Party Licensors,</li> <li>• that Fannie Mae endorses Integrator’s products or services, or</li> <li>• regarding the capabilities of the Fannie Mae Service other than those made by Fannie Mae or its Third-Party Licensors in the most recent version of the Documentation.</li> </ul>
2.6 Authentication Credentials	<ul style="list-style-type: none"> <li>• Integrator agrees to ensure that each Authentication Credential is securely maintained and used only by the Authorized User or system to whom or which it was issued.</li> <li>• Authentication Credentials must not be transferred between or among individuals or systems and Integrator must implement all necessary and appropriate measures to prevent such transfers.</li> <li>• If Integrator implements Authentication Credentials in a system such that the system is an Authorized User (an “Authorized System”), Integrator must configure the Authorized System such that individuals accessing the Fannie Mae Service via the Authorized System can be accurately identified to Fannie Mae upon its request, and the date, time and nature of the their access can likewise be accurately identified to Fannie Mae.</li> </ul>
2.7 Fannie Mae-Customer Agreements	<p>Integrator acknowledges and agrees that each Customer must enter into all agreements required by Fannie Mae (“<b>Fannie Mae – Customer Agreements</b>”) as a condition to:</p> <ul style="list-style-type: none"> <li>• such Customer’s right to access and use the Fannie Mae Service, and</li> <li>• Integrator’s right to access, use and transmit Data to and from the Fannie Mae Service for the benefit of such Customer.</li> </ul> <p>Any breach of a Fannie Mae – Customer Agreement by a Customer is a breach of this Agreement if the breach occurs with the knowing assistance, by act or omission, of Integrator.</p> <p>Integrator is jointly and severally liable with each Customer for all Losses arising out of a breach of the Customer’s Fannie Mae – Customer Agreement, if such breach occurs with the knowing assistance, by act or omission, of Integrator.</p>

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	<p>Upon knowledge of any termination or expiration of one or more of the Fannie Mae – Customer Agreements, in whole or in part:</p> <ul style="list-style-type: none"> <li>• Integrator must immediately (a) terminate such Customer’s access to and use of the related Interface and (b) cease transmitting Data to the related Fannie Mae Service for the benefit of such Customer, and</li> <li>• Fannie Mae may suspend or terminate such Customer’s access to and use of the Fannie Mae Service, as well as Integrator’s ability to transmit Data to the Fannie Mae Service for the benefit of such Customer.</li> </ul> <p>Additionally, Fannie Mae may suspend or terminate access to the Fannie Mae Services by any individual user in its sole discretion.</p>
2.8 Integrator-Customer Agreements	<p>Integrator must enter into agreement(s) with each Customer to access and use the Product under terms, including fees, it determines in its sole discretion, subject to the requirement that Integrator must license the Product, as interfaced to the Fannie Mae Service, to most Customers in a manner and under such terms and conditions as are at least as favorable as the terms and conditions pursuant to which Integrator licenses the Product, as interfaced to services similar to the Fannie Mae Service. Integrator must comply with such agreement(s) to the extent they are applicable to the confidentiality and protection of Data.</p>
2.9 Third-Party Provider Customer Agreements	<p>Integrator acknowledges and agrees that a Customer must enter into any agreement required by a Third-Party Provider before such Customer can receive any Third-Party Services from such Third-Party Provider via the Fannie Mae Service.</p>
2.10 Integrator Relationship with Customers	<p>Integrator agrees that:</p> <ul style="list-style-type: none"> <li>• as between the parties, it is solely responsible for, and will manage all business, technical, operational and all other aspects of its relationship with each Customer, including billing, registration and the provision and management of all training, support, testing, Interface and other software, hardware, and other items required to successfully implement each Customer's ability to access and use the Fannie Mae Service and the Third-Party Services as integrated with the Product, and</li> <li>• Fannie Mae has no responsibility, obligation or liability arising from Integrator's election to make the Fannie Mae Service or the Third-Party Services available to any Customer.</li> </ul>
2.11 Fannie Mae Relationship with Customers	<p>Fannie Mae is solely responsible for, and will manage all business, technical, operational and all other aspects of its relationship with each Customer relative to such Customer’s use of the Fannie Mae Service in a production environment, including, billing, registration and the provision</p>

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	<p>of and management of all training, support, testing and other items required to successfully implement each Customer's use of the Fannie Mae Service.</p> <p>Fannie Mae reserves the right to license Customers to access and use the Fannie Mae Service under terms, including fees, it determines in its sole discretion.</p>

3. **Development and Support.**

Category	Requirement
3.1 Development Requirements	<p>Integrator shall develop and maintain one or more Interfaces that will transfer Data from the Product(s) identified in <u>Exhibit C</u> to the corresponding Fannie Mae Service(s) identified in the same <u>Exhibit C</u>. The parties may develop separate <u>Exhibits C</u> for various combinations of Products and Fannie Mae Services for which one or more Interfaces are to be developed.</p> <p>Development of the Interface(s) (and, if applicable, the Product) and any modifications, will occur solely at Integrator's own direction, in accordance with:</p> <ul style="list-style-type: none"> <li>• the Specifications,</li> <li>• any requirements related to design, features, functions, capability and timetable communicated in writing to Integrator by Fannie Mae as being required for sound, successful and timely integration of the Product with the Service and</li> <li>• any requirements and processes provided by Fannie Mae to Integrator from time to time.</li> </ul>
3.2 Responsibility for Interface	<p>Integrator is solely responsible for:</p> <ul style="list-style-type: none"> <li>• the accuracy, technical sufficiency and functionality of the Interface,</li> <li>• all maintenance and support necessary to maintain the Interface and the Product in continuous working order and at all times fully compatible with the most current version of the Fannie Mae Service,</li> <li>• resolving all Performance Incidents, and</li> <li>• all costs and expenses associated with the development, operation and maintenance of the Interface and the Product.</li> </ul>
3.3 Software Provider IDs	<p>Integrator must, prior to releasing the initial version of the Interface and thereafter prior to releasing any new version of the Product or Interface, incorporate into the Interface (or Product) a unique software provider identification number obtained from Fannie Mae.</p>

Category	Requirement
	This identification number will enable Fannie Mae to identify transmissions as coming from Integrator. Fannie Mae may change the unique software provider identification number from time to time.
3.4 Codified Findings	<p>If Integrator elects to implement CFF Software, the following terms apply:</p> <ul style="list-style-type: none"> <li>• Integrator develops the CFF Software at its own risk, cost and expense and is solely responsible for the copying, availability and use of Data by and via the CFF Software, as well as all associated liability.</li> <li>• Codified Findings are subject to change at any time.</li> <li>• Upon receipt of any changes to Codified Findings or related Specifications, Integrator will promptly update the CFF Software in order to conform the same to the most recent version of Codified Findings.</li> <li>• Neither Integrator nor the CFF Software shall modify, alter or translate the Codified Findings in such a way as to materially alter the substance of any finding or results issued by the Fannie Mae Service.</li> <li>• Upon request by Fannie Mae, Integrator will demonstrate the CFF Software to it and promptly make any corrections identified by Fannie Mae that are reasonably necessary to bring the CFF Software into compliance with this Agreement. Integrator will suspend use of the CFF Software until such corrections are made.</li> <li>• Electronic records and messages issued by the CFF Software must not contain any reference to Fannie Mae without Fannie Mae’s prior written consent, except to the extent such reference is embedded in content or Data returned by the Fannie Mae Service.</li> <li>• Integrator must display, in HTML or text format, a complete and unaltered version of the findings or results that were issued by the Fannie Mae Service and codified by Integrator, and must make the same available to the Customer upon the Customer’s request.</li> </ul>
3.5 Requirements for APIs and Interfaces	Fannie Mae may choose to make Fannie Mae application programming interfaces, including application programming interfaces developed with the assistance of Integrator (“APIs”) available to Integrator to transfer Data between a Product and a Fannie Mae Service. Fannie Mae grants Integrator a non-exclusive, non-transferable, non-sublicenseable, revocable license to access and use APIs to which Fannie Mae has provided Integrator access. APIs are considered part of the Fannie Mae Service to which they relate and all terms pertaining to the related Fannie Mae Service will pertain to the API.

Category	Requirement
	<p>The following terms apply to APIs which have been made available to Integrator:</p> <p>Prior to integrating a Fannie Mae API, Integrator will submit a use case to Fannie Mae describing how the API will be implemented by Integrator and used by Customers. Integrator may not proceed with the implementation and use, as described, without Fannie Mae's approval of the submitted use case.</p> <p>Without regard to Section 3.2, Integrator must keep the Product that is accessing a Fannie Mae API current with, at a minimum, the previous version of the API. Fannie Mae is under no obligation to make Data or services available via an API.</p> <p>Unless otherwise expressly specified or made publicly available, all Specifications, data standards and other documentation related to APIs, including those developed with the assistance of Integrator, are the Proprietary Information of Fannie Mae.</p> <p>If Integrator uses a Customer's Authentication Credentials to request access to the Customer's Data through an API, Integrator must first obtain the Customer's written consent to Fannie Mae providing Integrator with access to the Customer's Data before requesting the related API OAuth credentials from Fannie Mae. Integrator must promptly supply evidence of the Customer's consent upon Fannie Mae's request.</p> <p>Fannie Mae may invite Integrator to contribute to efforts to develop or update an API or Integrator may choose to submit to Fannie Mae requests for new APIs, design or development ideas or efforts pertaining to new or existing APIs, feedback and suggestions for improvement of existing APIs and other contributions. Fannie Mae is under no obligation to act on such contributions and submissions, however if action does proceed and Integrator's contributions and related activities (including any development efforts performed by Integrator or in which Integrator participates) are incorporated into an API:</p> <ul style="list-style-type: none"> <li>• All contributions made by Integrator hereunder will be at Integrator's sole expense,</li> <li>• Integrator will respond to reasonable requests by Fannie Mae for metrics pertaining to the use of the API and Interface and information regarding placement of the API in relevant</li> </ul>

Category	Requirement
	<p>workflows and</p> <ul style="list-style-type: none"> <li>• the API will be the sole and exclusive property of Fannie Mae which retains all right, title and interest in it, including without limitation, all related worldwide patents, patent applications, copyrights, trademarks, trade secrets, rights of reproduction, and any and all other rights of whatever kind or nature.</li> </ul> <p>To the extent Integrator contributes pre-existing intellectual property to an API development effort, Integrator grants Fannie Mae a limited, non-exclusive, non-transferable, sublicensable, perpetual, irrevocable, royalty-free, worldwide license in Integrator’s contribution to copy, reproduce, practice, and compile it and create derivative works from it, without any duty to account to Integrator.</p> <p>All API development efforts pursued by Integrator under this Agreement must be in accordance with Fannie Mae’s direction and technical requirements.</p> <p>Fannie Mae may, in its sole discretion and at any time, suspend or terminate API development efforts or otherwise modify, update, release, market, or deploy new or existing APIs.</p> <p>With the exception of the licensing terms herein, information regarding new and existing APIs and their development or improvement is subject to the confidentiality obligations of the Agreement.</p> <p>The following terms apply to Interfaces and to APIs which have been made available to Integrator:</p> <p>Integrator shall not:</p> <ul style="list-style-type: none"> <li>• misrepresent or mask its identity or the identity of the Product when using an Interface or API,</li> <li>• misrepresent the source or ownership of the content returned from an Interface or API,</li> <li>• use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services provided by Fannie Mae,</li> <li>• collect or use information about borrowers via an Interface or API except as authorized,</li> <li>• allow access to a Fannie Mae Service via an Interface or API from any source other than the Product,</li> <li>• use an Interface or API for a purpose other than the furtherance of Integrator’s or its Customers’ business with Fannie Mae,</li> </ul>



Category	Requirement
	<ul style="list-style-type: none"> <li>• use Codified Findings, an Interface or an API to design, build, promote or augment any service competitive to the Fannie Mae Service or other Fannie Mae service or create an API client that functions substantially the same as the API and offer it for use by third parties.</li> <li>• use an Interface or API in a manner other than as intended, that exceeds rate or other limits or is otherwise excessive, abusive or disruptive,</li> <li>• use or access an API; develop, implement, distribute or maintain an Interface; or co-mingle or combine Fannie Mae data or other content with third-party data or content, in any way which may in Fannie Mae’s judgment undermine Fannie Mae’s business interests or</li> <li>• display Fannie Mae data or other content relating to or resulting from the performance of the Fannie Mae Service or Fannie Mae services relative to the performance of any third-party service or services.</li> </ul> <p>Integrator is solely responsible for:</p> <ul style="list-style-type: none"> <li>• all costs associated with its use of APIs, and</li> <li>• Losses incurred by Fannie Mae as a result of any malware or phishing attacks resulting from the development or use of an Interface or API.</li> </ul> <p>Fannie Mae may:</p> <ul style="list-style-type: none"> <li>• modify the Specifications, rate limits, benefits or features provided in connection with Integrator’s use of an Interface or API at any time without notice. Modifications may affect Integrator’s use of the Interface or API and may require Integrator to make changes to the Product at its own cost to continue to interface with the interfaced Fannie Mae Service,</li> <li>• in addition to and not in limitation of Section 13, suspend or terminate Integrator’s access to an API or by an Interface without notice if Fannie Mae reasonably believes Integrator is in violation of this Section, and</li> <li>• monitor the Product or activities relating to Integrator’s use of an Interface or API and use the resulting Data for any internal business purpose. Integrator will provide Fannie Mae reasonable access to use the Product for the purpose of monitoring or auditing use of the Interface or API.</li> </ul>
3.6 Modifications; Backwards Compatibility	If any changes to the Fannie Mae Service necessitate modifications to the Product or Interface in order to remain current with the Fannie Mae Service, Integrator shall use commercially reasonable efforts to promptly complete and make available for general production use a

Category	Requirement
	<p>modified version of the Product and Interface that are responsive to those changes, but no later than 120 days after Integrator's receipt of the Specifications (or such date as is mutually agreed in writing).</p> <p>Integrator must cease transmitting Data between the Product and the Fannie Mae Service if the Interface is out of compliance with the Specifications for more than 120 days or the agreed-upon period.</p>
3.7 Testing and Notice of Acknowledgment	<p>Upon Fannie Mae's request, Integrator must make the initial release and any subsequent release of the Product and the Interface available to Fannie Mae for testing, demonstration or both prior to commercial release. Such testing will be conducted in accordance with test specifications and requirements developed by Fannie Mae and delivered to Integrator by Fannie Mae or its designee, as they may be modified from time to time.</p> <p>Fannie Mae will notify Integrator of any defects found in the Interface or the Product as a result of the testing and Integrator must promptly remedy the defects and make the Product and the Interface available to Fannie Mae for retesting. This process will continue until all defects are remedied to Fannie Mae's satisfaction, at which time Fannie Mae will provide Integrator with notice of its acknowledgment of the Interface and Product ("<b>Notice of Acknowledgment</b>"). Integrator must not make any release of the Product and Interface available for commercial use unless it receives a Notice of Acknowledgment from Fannie Mae related to the identified defects.</p>
3.8 Access to Fannie Mae Test Environment	<p>Integrator may, in furtherance of this Agreement, access and use designated Fannie Mae test environments. Fannie Mae will make reasonable efforts to make such test environments available to Integrator within Integrator's desired timeframe if Integrator provides Fannie Mae at least 14 days advance notice of such testing. The notice must include the name and version, if applicable, of the Product, Interface and Fannie Mae Service to be tested.</p>
3.9 Documentation	<p>When Integrator makes a release of the Product and the Interface available to Fannie Mae for testing, it will also make available to Fannie Mae all of the end user and training documentation necessary to utilize the Product and the Interface, as well as any specifications that document how the Product interacts with the Fannie Mae Services. For all subsequent releases, such documentation will include a clear description of any changes associated with the release.</p>
3.10 Technical Assistance; Designated Points of Contact (" <u>POCs</u> ")	<p>Integrator must:</p> <ul style="list-style-type: none"> <li>make sufficiently qualified personnel available to Fannie Mae and Customers to promptly handle technical questions relating to the Product as integrated with the Fannie Mae Service and any Third-Party Services;</li> </ul>

Category	Requirement
	<ul style="list-style-type: none"> <li>• notify Fannie Mae of Performance Incidents within 24 hours of becoming aware of them;</li> <li>• designate and make available its technical hot-line (and any other service it makes available for resolution of urgent technical service requirements), as well as primary and secondary technical POCs, to respond to and resolve Performance Incidents reported by Fannie Mae.</li> </ul> <p>Each POC will be capable of responding to and resolving Performance Incidents. Integrator will provide Fannie Mae with the access information for its technical hot-line or similar service and its primary and secondary technical POCs, which information must be updated no less than semi-annually.</p>
3.11 Incident Resolution	<p>Integrator must work diligently towards resolving and resolve all Performance Incidents to the reasonable satisfaction of Fannie Mae within:</p> <ul style="list-style-type: none"> <li>• 48 hours following Integrator's first becoming aware that Data cannot be transmitted between the Product and the Fannie Mae Service,</li> <li>• 72 hours following Integrator's first becoming aware of any other kind of Performance Incident or,</li> <li>• if resolution within the above timeframes is not possible, Integrator will present a plan and timeline within 24 hours for resolving the Incident that is acceptable to Fannie Mae.</li> </ul> <p>Integrator's POC will respond to each contact by Fannie Mae or a Customer promptly, but no later than the next business day. The parties acknowledge that it may not be clear whether support or technical assistance requested by a Customer is related to the Fannie Mae Service, the Product, the Interface or a Third-Party Service. Regardless of whether it is the appropriate party to which a Customer request should have been placed initially, the party contacted will exercise reasonable, diligent and good faith efforts to ensure that the incident or inquiry is resolved to the Customer's satisfaction.</p>
3.12 Integration and other Obligations	<p>Integrator shall:</p> <ul style="list-style-type: none"> <li>• incorporate a compatible version of the Interface into all new releases of the Product,</li> <li>• not charge fees for the Interface (either separately or as part of the price of the Product or any related software module) in excess of the fees charged for similar interfaces to similar products of any competitor of Fannie Mae ("<u>Competing Systems</u>"); and</li> <li>• not otherwise offer to its current or future customers more favorable terms on interfaces to Competing Systems.</li> </ul>

Category	Requirement
3.13 Upgrades	Integrator must allow Fannie Mae reasonable access to early release versions of its Product.
3.14 Retirement	Integrator must provide Fannie Mae with timely notice of the retirement of any Product and Interface. The notice must include the anticipated retirement date.

#### 4. Ownership.

- 4.1 Fannie Mae Service and Specifications. The Fannie Mae Service and the Specifications are protected by copyright and other intellectual property rights under applicable laws and international treaties. Title and all ownership rights to the Fannie Mae Service and Specifications reside in Fannie Mae and its Third-Party Licensors. All rights not expressly granted to Integrator in the Agreement are reserved. The Third-Party Service and Specifications are the Proprietary Information of Fannie Mae and/or its Third-Party Licensors. Integrator must take all reasonable measures requested by Fannie Mae to protect the Fannie Mae Service and Specifications from any unauthorized disclosure, access or use.
- 4.2 Product and Interface. The Product and Interface are protected by copyright and other intellectual property rights under applicable laws and international treaties. Title and all ownership rights to the Product and Interface reside in Integrator. All rights not expressly granted to Fannie Mae in the Agreement are reserved.
- 4.3 Feedback on New Fannie Mae Products, Services and Upgrades. Integrator may provide feedback in connection with a new product, product upgrade, or new service offering yet to be released by Fannie Mae in the marketplace. The feedback may include comments and recommendations. When Integrator provides feedback, it grants Fannie Mae an unlimited, worldwide, perpetual, and irrevocable license under Integrator's intellectual property rights, without duty to account, to disclose, incorporate, practice, deploy or adapt such feedback.
- 4.4 Data. Both parties acknowledge that the Data is the sole and exclusive property of the Customer from which it is transmitted, and title to the Data will at all times remain proprietary to the Customer until such time as the Customer sells, transfers, or otherwise assigns any loan to which the Data pertains. With respect to Data associated with loans owned or securitized by Fannie Mae, Integrator acknowledges Fannie Mae's proprietary interest in such Data and agrees to provide such Data to Fannie Mae upon request.
- 4.5 Legends and Notices. Each party agrees that it will abide by and include any restrictive legend or proprietary rights notice appearing in or on any Proprietary Information of the other party that it reproduces. Each party also agrees that it will not remove, alter, cover or

distort any restrictive legend or other proprietary rights notice appearing in or on any Proprietary Information of the other party.

5. **Charges and Payment.**

- 5.1 **Charges; Billing and Payment; Taxes.** The parties will develop an Exhibit D for each Interface described on an Exhibit C. Integrator must pay all charges identified in each Exhibit D ("**Charges**"). Charges are subject to change by Fannie Mae upon 60 days' written notice to Integrator. Accounts not paid within 30 days of the date on which the account becomes due will be deemed delinquent and are subject to: (a) late charges at a rate of the lesser of 1.5% per month or the maximum rate permitted by law and (b) all costs of collection, including reasonable attorneys' fees. Fannie Mae may defer or cease support of Integrator's applicable development efforts, modify the applicable Integration Schedule (as defined in Exhibit C) or suspend or terminate Integrator's access to the Fannie Mae Service and Specifications if Integrator is delinquent. Integrator is liable for all current and future taxes and surcharges arising in connection with the Charges other than those assessed against Fannie Mae's net income.
- 5.2 **Audit.** Integrator must cooperate fully with Fannie Mae or its designee to make available records, information and documentation that are reasonably required to document Integrator's compliance with this Agreement.
- 5.3 **Customer Invoices.** Integrator must invoice each Customer directly for any charges associated with their use of the Product. Fannie Mae will not ensure the payment of any amounts owed Integrator by a Customer.

6. **Representations and Warranties.**

Integrator represents and warrants the following to Fannie Mae:

- 6.1 **Execution and Delivery.** Integrator's execution and delivery of the Agreement has been duly authorized and, when duly authorized, executed and delivered by Fannie Mae, is a valid and legally binding agreement enforceable against Integrator in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting enforcement of creditors' rights.
- 6.2 **Authorization; No Litigation.** Integrator possesses all necessary rights and authorizations to enter into and perform its obligations under this Agreement, and neither the Interface nor the Product is subject to any threatened, pending or actual litigation as of the Effective Date.

## 7. Covenants.

Integrator makes the following covenants:

- 7.1 Compliance. Integrator's development of the Interface and the Product, its transmission of all Data and Third-Party Services, and the provision of technical assistance in connection with the same, will comply with all applicable laws, rules and regulations, and will fully conform to all commonly accepted standards and practices in the industry.
- 7.2 Non-Infringement. Integrator's development and maintenance of the Interface and the Product, its distribution and use thereof, and all other Integrator performance under this Agreement will not in any way infringe or otherwise violate any copyright, trade secret, trade or service mark (whether or not registered), patent, design right, proprietary rights or any other intellectual property rights or other rights of any third party.
- 7.3 Data Security. Integrator must follow processes and procedures that comply with applicable law, meet or exceed industry standards and are sufficient to: (a) provide for the security, confidentiality and integrity of all Data, including (i) using encryption that meets or exceeds industry standards in the mortgage industry and virus-checking programs designed to prevent the transmission and receipt of viruses and other malicious code, (ii) implementing appropriate disaster recovery and back-up procedures and (iii) employing methods for securely disposing of or destroying Data, , (b) provide for the security, confidentiality and integrity of the Interface, the Product and all computer systems and networks on which Data is stored or transmitted and (c) instruct its employees, contractors and others who may receive Data about the requirements of this Section and the processes and procedures necessary to fulfill them. Integrator must address all Data Breaches, breaches of its system security and unauthorized access to the Product as integrated with the Fannie Mae Service with prompt and effective corrective action, including prompt disclosure and notification, as well as collaboration with Fannie Mae in the investigation and remediation of such incidents. Integrator must disclose such incidents to Fannie Mae in writing at [privacy\\_workinggroup@fanniemae.com](mailto:privacy_workinggroup@fanniemae.com) within sufficient time to permit Fannie Mae to implement a response program but no later than 72 hours after becoming aware of the incident (or 12 hours in the case of incidents resulting from an actual or suspected cyberattack). Integrator must disclose potential threats to the security of the Data, the Interface, the Product as integrated with the Fannie Mae Service or its systems promptly upon their identification. All disclosures of incidents and threats must include an estimate of the incident's actual or potential effect and all relevant details of corrective actions planned and taken.
- 7.4 No Malware. Integrator must not transmit or allow to be transmitted to Fannie Mae's systems any malware or other computer programming of a destructive, detrimental or surreptitious nature that may damage, interfere with, intercept, expropriate or permit unauthorized access to an API, any Fannie Mae system or the Fannie Mae Service.
- 7.5 Compliance with Specifications. The Product will perform substantially in accordance with all published specifications pertaining to it and the Interface will perform substantially in accordance with the Specifications.

8. **Confidentiality.**

All Proprietary Information (a) disclosed by one party (“**Disclosing Party**”) to the other (“**Receiving Party**”) in the course of performing under the Agreement or (b) to which the Receiving Party gains access in connection with the Agreement or in connection with discussions between the parties of one or more prospective interfaces will be considered the property of the Disclosing Party (or applicable Third-Party Owner or Third-Party Licensor, as applicable). All such Proprietary Information will be subject to the obligations set forth below:

Category	Description
<p>8.1 Receiving Party Responsibilities</p>	<p>The Receiving Party must take appropriate steps to ensure the security, integrity, and confidentiality of Proprietary Information and must comply with all relevant applicable laws and regulations, including laws protecting borrower privacy.</p> <p>The Receiving Party may not disclose Proprietary Information to third parties, without the Disclosing Party’s prior written approval, except on a need-to-know basis to the Receiving Party’s partners, affiliates, officers, employees, directors, contractors, counsels, agents or representatives, provided they are subject to confidentiality obligations at least as stringent as those set forth in this Section.</p> <p>The Receiving Party must not use Proprietary Information in any way that is not intended, could be viewed as a conflict of interest or a breach of confidentiality or privacy without the written consent of the Disclosing Party.</p> <p>The Receiving Party must implement commercially reasonable measures meeting or exceeding industry standards to ensure the security, integrity, and confidentiality of Proprietary Information, including using industry-standard encryption and virus checking programs designed to prevent the transmission and receipt of viruses and other malicious code, implementing appropriate disaster recovery and back-up procedures, implementing appropriate procedures to prevent disclosure of Proprietary Information and other materials to a party other than the intended recipient, and employing methods for securely disposing or destroying such information.</p> <p>These measures must meet, at least, the same level of protection that the Receiving Party seeks for its own information of a similar nature.</p> <p>The Receiving Party must instruct its Related Parties who may receive Proprietary Information about the requirements of this Section, and the processes and procedures necessary to comply with them.</p>

Category	Description
8.2 Restrictive Legends	<p>Each party agrees that it will abide by and reproduce and include any restrictive legend or proprietary rights notice that appears in or on any Proprietary Information of the other party or any Third-Party Licensor (or other third-party owner) that it is authorized to reproduce.</p> <p>Each party also agrees that it will not remove, alter, cover or distort any trademark, trade name, copyright or other proprietary rights notices, legends, symbols or labels appearing on or in any Proprietary Information of the other party or any Third-Party Licensor (or other third-party owner).</p>
8.3 Disclosing Party's Remedies	The Disclosing Party may seek immediate equitable relief to enjoin any unauthorized use or disclosure of Proprietary Information, in addition to all other rights and remedies it may have at law or otherwise.
8.4 Exclusions	The obligations in this Section do not apply to information that is or becomes public through no fault of the Receiving Party, was previously known or is disclosed to the Receiving Party free of any obligation to keep it confidential, or is independently developed by the Receiving Party without reference or access to the Proprietary Information.
8.5 Disclosure required by applicable law	<p>The restrictions on disclosure to a third party do not apply to the extent the Receiving Party is required to disclose the Proprietary Information by applicable law, provided that the Receiving Party:</p> <ul style="list-style-type: none"> <li>• uses all reasonable efforts to give the Disclosing Party notice at least ten business days prior to such disclosure, and</li> <li>• discloses only that portion of the Proprietary Information that the Receiving Party's legal counsel determines is legally required to be furnished, and requests that the information remain confidential.</li> </ul> <p>This notice requirement is waived if the Receiving Party is required by law to disclose in confidence Proprietary Information in response to a request from a governmental agency, regulator or self-regulatory authority that has authority to regulate or oversee the Receiving Party's business, so long as the Receiving Party formally requests that the Proprietary Information be treated in confidence and exempt from FOIA and other open records laws requests.</p>

9. **Marketing and Promotions.**

9.1 **Marketing Obligations.** Subject to the terms and conditions of this Agreement, Integrator may highlight the Fannie Mae Service and any applicable Third-Party Service in Integrator's Marketing Materials in accordance with the provisions of this Section. Integrator is responsible for all costs incurred by Integrator in the course of marketing the Fannie Mae Service, the Interface or any Third-Party Service.

9.2 **Approval of Marketing Materials.** Each party will submit Marketing Materials to the other



party for its prior approval, which approval may be withheld or withdrawn at such party's sole discretion. Statements of fact made in routine communications with specific customers will not constitute Marketing Materials.

9.3 Ownership of Marks. Each party acknowledges and agrees that (a) the other party's Marks are and will remain the sole property of the other party and (b) nothing in this Agreement will confer in a party any right of ownership in the other party's Marks. Integrator makes the acknowledgments and agreements in (a) and (b) above with regard to the Marks of Third-Party Licensors and Third-Party Providers. Integrator must not use or adopt anywhere in the world any trade name, trademark, logo, service mark or design in connection with the Product that is confusingly similar to any of Fannie Mae's Marks or the Marks of Third-Party Licensors.

9.4 Legend Requirement. If Integrator receives approval to reproduce and distribute Specifications, in whole or in part, Integrator must reproduce and include on all copies all Fannie Mae Marks, marks of Third-Party Licensors and Third-Party Providers, and restrictive legends appearing in them. Each party will take all reasonable measures when using the other party's Marks to protect the other party's rights in such Marks.

## 10. Disclaimer.

THE FANNIE MAE SERVICE, SPECIFICATIONS AND THEIR COMPONENTS ARE LICENSED TO INTEGRATOR 'AS IS' WITHOUT REPRESENTATIONS, WARRANTIES OR PROMISES OF ANY KIND. FANNIE MAE AND ITS THIRD-PARTY LICENSORS SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT AND QUIET ENJOYMENT. FANNIE MAE DOES NOT WARRANT THAT ALL OR ANY PORTION OF THE FANNIE MAE SERVICE OR SPECIFICATIONS WILL PERFORM WITHOUT INTERRUPTION OR ERROR OR IN COMPLIANCE WITH LAWS, THAT ALL PERFORMANCE INCIDENTS WILL BE CORRECTED, THAT DATA OR OTHER INFORMATION GENERATED BY THE FANNIE MAE SERVICE IS ACCURATE OR COMPLETE OR THAT THE FANNIE MAE SERVICE AND SPECIFICATIONS WILL MEET INTEGRATOR'S REQUIREMENTS OR OPERATE IN THE CONFIGURATION WHICH INTEGRATOR MAY SELECT FOR USE. FANNIE MAE RESERVES THE RIGHT TO MODIFY THE FANNIE MAE SERVICE OR SPECIFICATIONS OR DISCONTINUE THE PROVISION OR SUPPORT OF THE FANNIE MAE SERVICE OR FANNIE MAE'S INTEGRATION PROGRAM.

## 11. Limitation of Liability.

**11.1 WHEN FANNIE MAE SERVICE AND SPECIFICATIONS ARE PROVIDED AT NO CHARGE.** IF FANNIE MAE IS LICENSING THE FANNIE MAE SERVICE AND SPECIFICATIONS TO INTEGRATOR AT NO CHARGE, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FANNIE MAE OR ITS THIRD-PARTY LICENSORS OR THEIR RESPECTIVE RELATED PARTIES HAVE ANY LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT TO INTEGRATOR OR ANYONE CLAIMING UNDER OR THROUGH INTEGRATOR, WHETHER FOR DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE,

GOODWILL, DATA OR USE, OR BUSINESS INTERRUPTION REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY IN TORT) OR OTHERWISE, EVEN IF THE DAMAGES SUFFERED OR INCURRED BY THE INJURED PARTY WERE FORESEEABLE.

**11.2 WHEN FANNIE MAE SERVICE AND SPECIFICATIONS ARE PROVIDED FOR A FEE.** IF FANNIE MAE IS LICENSING THE FANNIE MAE SERVICE AND SPECIFICATIONS TO INTEGRATOR FOR A FEE, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FANNIE MAE OR ITS THIRD-PARTY LICENSORS OR THEIR RESPECTIVE RELATED PARTIES HAVE ANY LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT TO INTEGRATOR OR ANYONE CLAIMING UNDER OR THROUGH INTEGRATOR (A) FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE (EXCLUDING FANNIE MAE'S REVENUE UNDER THIS AGREEMENT), GOODWILL, DATA OR USE, OR BUSINESS INTERRUPTION; OR (B) IN NO EVENT FOR ANY DAMAGES IN AN AMOUNT, IN THE AGGREGATE FOR ALL CLAIMS, THAT EXCEEDS THE LESSER OF (x) THE TOTAL FEES ACTUALLY PAID BY INTEGRATOR TO FANNIE MAE UNDER THE AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY or (y) \$25,000, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY IN TORT) OR OTHERWISE, EVEN IF THE DAMAGES SUFFERED OR INCURRED BY THE INJURED PARTY WERE FORESEEABLE.

11.3 THE LIMITATIONS CONTAINED IN THIS SECTION 11 REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THEM AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**12. Claims of Infringement; Indemnification.**

✓	CLAIMS OF INFRINGEMENT; INDEMNIFICATION
12.1 Indemnification by Integrator	Integrator shall indemnify and hold harmless Fannie Mae and its Related Parties from and against Losses which directly or indirectly arise out of or result from Integrator's breach of <u>Sections 2.4, 2.6, 2.9, 3.2, 3.4-3.6, 7 or 8.</u>
12.2 Intellectual Property Indemnification by Integrator	Integrator shall indemnify and hold harmless Fannie Mae and its Related Parties from and against any Losses that arise out of or result from any third-party claim that Integrator does not have sufficient right, title or interest in the Product or the Interface to enter into or perform this Agreement, or that the Product or Interface violates an existing patent, copyright, trademark, trade secret or other intellectual property right of any third party.
12.3 Available Actions; Claims Against Fannie Mae	If a third party asserts a claim against Fannie Mae alleging that Fannie Mae's access to or use of the Product or the Interface in compliance with any agreements it may have with Integrator infringes an intellectual property right of the third party arising or enforceable under the laws of the United States

	or, if in Fannie Mae’s opinion such a claim is likely to be made, Integrator will, promptly and at its own cost, either (a) procure for Fannie Mae the right to continue to access the Product and the Interface, (b) replace the Product and the Interface to avoid infringement or (c) modify the Product and the Interface to avoid infringement.
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12.4 Intellectual Property Indemnification by Fannie Mae	Fannie Mae shall indemnify and hold harmless Integrator and its Related Parties from and against any Losses that arise out of or result from any third-party claim that Fannie Mae does not have sufficient right, title or interest in the Fannie Mae Service to enter into or perform this Agreement, or that the Fannie Mae Service violates an existing United States patent, copyright, trademark, trade secret or other United States intellectual property right of any third party.
12.5 Available Actions; Claims against Integrator	If a third party asserts a claim against Integrator alleging that its possession or use of the Fannie Mae Service and Specifications in compliance with the Agreement infringes an intellectual property right of a third party that arises or is enforceable under the laws of the United States or, if in Fannie Mae's opinion such a claim is likely to be made, Fannie Mae may, promptly and at its own cost, (a) procure for Integrator the right to continue to access and use the Fannie Mae Service and Specifications, (b) replace the Fannie Mae Service and Specifications to avoid infringement, (c) modify the Fannie Mae Service and Specifications to avoid infringement, or (d) terminate the relevant <u>Exhibit C</u> or the Agreement as a whole without Fannie Mae having any liability to Integrator relating to such termination.
12.6 Contingencies to Indemnification Obligations	All obligations to indemnify a party under this Section are contingent upon the indemnifying party receiving prompt written notice of the relevant claim, reasonable assistance and available information from the indemnified party and the sole authority to defend or settle the claim unless the settlement would obligate the indemnified party.
12.7 Excluded Conditions	Neither party nor its third-party licensors will have any obligation under <u>Sections 12.2 or 12.4</u> with respect to any claim of infringement to the extent based upon or caused by the other party's (a) use of the subject materials of the claim ("Subject Property") in violation of this Agreement, (b) modification of the Subject Property, or any portion thereof, where, in the absence of such modification, the Subject Property would not be infringing (unless such modification was specifically authorized by the party from whom indemnification is sought ("Indemnifying Party")), (c) use of the Subject Property in combination with other software, hardware or data, if use without such software, hardware or data would not be infringing, (d) use of a superseded version of any Subject Property if infringement could have been avoided by the use of the current version, (e) use of the Subject Property in practicing any infringing process, (f) use of the Subject Property outside the scope of its intended purpose, (g) continued use of the Subject Property after the party has received notice of the claim of infringement and a written request from the Indemnifying Party to cease use of the Subject Property, (h) activities after the Indemnifying Party has notified the other party that the Indemnifying Party believes such activities may result in such infringement, (i) designs, specifications or instructions, or (j) use of any marks other than a party's Marks pursuant to <u>Section 9</u> of this Agreement.

12.8 Sole and Exclusive Remedies	THE REMEDIES IN <u>SECTIONS 12.2 and 12.4</u> ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE PARTIES AND EACH PARTY'S SOLE LIABILITIES AND OBLIGATIONS FOR ANY CLAIMS BROUGHT AGAINST EITHER OF THEM ALLEGING INTELLECTUAL PROPERTY INFRINGEMENT.
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13. Term and Termination.

TERM AND TERMINATION	
Topic	Description
13.1 Term	This Agreement is effective as of the Effective Date identified in <u>Exhibit A</u> and will remain in effect until terminated as permitted in this Agreement.
13.2 Termination for Cause	<p>Fannie Mae may terminate (A) this Agreement in whole or (B) any <u>Exhibit C</u>, effective immediately, upon notice to Integrator in the event</p> <ul style="list-style-type: none"> <li>• of any material breach by Integrator of the provisions of <u>Sections 2 or 8</u> of this Agreement,</li> <li>• Integrator attempts to cause or causes the Fannie Mae Service or any related system to malfunction or suffer damage, or fails to take steps reasonably requested by Fannie Mae to correct a malfunction or damage,</li> <li>• Integrator ceases to conduct business in the ordinary course,</li> <li>• Integrator is convicted of a fraud-related crime,</li> <li>• Integrator is suspended or debarred by a state or federal agency or</li> <li>• Integrator 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; or</li> <li>• there is a change of control of Integrator without the approval of Fannie Mae.</li> </ul> <p>Fannie Mae may also terminate this Agreement in whole or any <u>Exhibit C</u> if Integrator rejects a Bulletin as described in <u>Section 14.7</u>.</p> <p>Either party may terminate (a) this Agreement in whole or (b) any <u>Exhibit C</u> upon 30 days' prior written notice describing any other material breach of this Agreement by the other party which has not been cured by the breaching party during the 30 day notice period.</p>
13.3 Termination for Convenience	Either party may terminate (a) this Agreement in whole or (b) any <u>Exhibit C</u> at any time without cause upon 90 days' prior written notice to the other party.
13.4 Termination at Regulator or Conservator's Discretion or	Fannie Mae may terminate (a) this Agreement in whole or (b) any <u>Exhibit C</u> immediately upon written notice to Integrator to comply with the direction of Fannie Mae's regulator or conservator or in response to the opinion of Fannie Mae's legal counsel that continued performance under this Agreement (or the

TERM AND TERMINATION	
Charter Violation	<u>Exhibit C</u> ) would violate the terms of Fannie Mae’s Charter.
13.5 Discontinuation of Fannie Mae Service or Integration Program	<p>Fannie Mae may:</p> <ul style="list-style-type: none"> <li>• discontinue the Fannie Mae Service,</li> <li>• discontinue an API,</li> <li>• increase or decrease the fees charged to Customers for the Fannie Mae Service or</li> <li>• discontinue its integration program,</li> </ul> <p>in its sole discretion and without obligation to Integrator.</p> <p>Fannie Mae will make reasonable efforts to provide Integrator with 30 days’ advance notice of discontinuance of an API and 90 days’ advance notice of a discontinuance of the Fannie Mae Service or its integration program when practicable but, in any event, Fannie Mae will provide no less than 30 days advance notice of such discontinuance.</p>
13.6 Survival	Neither party will have any continuing obligations under this Agreement upon its effective date of termination with the exception of any provisions that contemplate their continuing effectiveness, including <u>Sections 2.5, 2.9, 4-8, 9.3, 9.4, 10-12, 13.6, 13.7, and 14.4-14.15.</u>
13.7 Certain Integrator Termination Obligations	<p>Upon termination of this Agreement or any <u>Exhibit C</u>, Integrator must:</p> <ul style="list-style-type: none"> <li>• return or destroy all copies of Proprietary Information received in connection with the relevant Exhibit(s),</li> <li>• immediately cease accessing and using the applicable Fannie Mae Service and Specifications,</li> <li>• cease transmitting Data through the affected Interface and employ all reasonable efforts to timely inform Customers using the affected Interface that access to the Fannie Mae Service is no longer available through the affected Interface,</li> <li>• not represent or suggest to any third party, either directly or indirectly, by act or omission, in verbal, written or graphic form that access to the Fannie Mae Service is available through an interface with the Product,</li> <li>• destroy all Marketing Materials, and</li> <li>• pay Fannie Mae all Charges accrued and owing prior to the date of termination or expiration and any late charges relating thereto.</li> </ul> <p>Upon request from Fannie Mae, Integrator must have a duly authorized officer of Integrator certify Integrator’s compliance with this Section.</p>

14. General Provisions.

GENERAL PROVISIONS	
Topic	Description
14.1 Notices	Any notice or other communication given under this Agreement must be in writing and delivered by hand, electronic mail, overnight express or similar service (fees prepaid), or first-class United States registered or certified mail with return receipt requested (postage prepaid), to the applicable Party at its address (which may be changed by written notice) contained in <u>Exhibit A</u> . If no valid address is contained in <u>Exhibit A</u> , then to a valid address for the notified party that is reliably identified by the notifying party.
14.2 Assignment; Mergers and Acquisitions	Integrator may not assign this Agreement in whole or in part without the prior written approval of Fannie Mae except upon the merger, consolidation, sale or other transfer of all or substantially all of its assets and provided Integrator provides Fannie Mae with written notice of the merger, consolidation, sale or transfer within 30 days of its occurrence. Fannie Mae may terminate this Agreement or any <u>Exhibit C</u> at its sole discretion within 30 days after receiving such notice. If Integrator does not provide notice of a merger, consolidation, sale or other transfer of all or substantially all of its assets within 30 days of its occurrence, Fannie Mae may terminate this Agreement or any <u>Exhibit C</u> at its sole discretion at any time thereafter.
14.3 Counterparts	This Agreement may be executed in counterparts, each of which is an original and all of which together are one instrument.
14.4 Governing Law	This Agreement is governed by New York law, without giving effect to any choice of law principles.
14.5 Severability	If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, all of the remaining provisions of this Agreement will remain in full force and effect so long as the fundamental terms and conditions of this Agreement remain legal and enforceable.
14.6 Construction	The term “including” and similar words mean “including, without limitation.”  Headings and captions are for convenience only.  If there are multiple <u>Exhibits C</u> , the term “Product,” “Fannie Mae Service,” and “Interface” may reference all of the Products, Fannie Mae Services and Interfaces identified in all of the <u>Exhibits C</u> collectively or a Product, Fannie Mae Service or Interface, individually, depending on the context in which the term is used.
14.7 Issued Bulletins;	Fannie Mae may issue hard-copy bulletins or electronic bulletins (via electronic mail or posted to an applicable Fannie Mae internet site)

<p>Amendments</p>	<p>amending the Agreement on a prospective basis, effective on the date specified by Fannie Mae in the bulletin.</p> <p>Each bulletin must be issued at least 20 days before its effective date, except for bulletins relating to software and other materials provided by Third-Party Licensors, which may be issued at any time prior to their effective date.</p> <p>Integrator may reject any bulletin by providing written notice to Fannie Mae within 15 days after receipt of such bulletin, in which case Fannie Mae may terminate the Agreement or any affected Exhibit(s) effective as of the effective date of the bulletin.</p> <p>Unless Integrator provides such rejection notice within the 15-day period, Integrator is deemed to have accepted such amendments, and such amendments will form part of the Agreement as of the effective date of such bulletin. Integrator’s continued use of any affected Fannie Mae Service is an acknowledgment of its acceptance.</p> <p>Otherwise, the terms of the Agreement may be amended solely by a writing executed by a duly authorized representative of each party to be bound by the amendment. The Agreement may not be amended by any purchase order or other written instrument submitted by Integrator, whether or not formally rejected by Fannie Mae.</p>
<p>14.8 Entire Agreement; Priority</p>	<p>The Agreement, including all Exhibits and the Glossary, constitutes the complete and exclusive statement of the agreement between the parties and supersedes all prior or contemporaneous communications, proposals or agreements, oral or written, relating to the subject matter of the Agreement.</p> <p>If there is a conflict between the body of this Agreement and an <u>Exhibit C</u>, the <u>Exhibit C</u> will govern with respect to the Interface, Product and Fannie Mae Service that are the subject of that <u>Exhibit C</u>.</p> <p>Notwithstanding the foregoing, this Agreement will not supersede any Fannie Mae – Customer Agreement between Fannie Mae and Integrator.</p>
<p>14.9 Jurisdiction; Waiver of Jury Trial</p>	<p>All disputes between the parties that cannot be settled by mutual agreement must be resolved solely and exclusively in the courts located within the state of New York, and Integrator hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including on the basis of improper venue or <u>forum non conveniens</u>. <b>EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT.</b></p>
<p>14.10 Third-Party Beneficiaries</p>	<p>Fannie Mae and its Third-Party Licensors are intended third party beneficiaries of each Integrator – Customer Agreement for the sole purpose of enforcing their respective rights arising under or relating to</p>



	<p>this Agreement, an Integrator – Customer Agreement, or at law or in equity. Otherwise, nothing in this Agreement is intended to or will create any third-party beneficiaries, whether intended or incidental, and neither party will make any representations to the contrary.</p>
14.11 U.S. Government	<p>If Integrator is any unit or agency of the U.S. Government, the Fannie Mae Service and Specifications are provided as “commercial computer software” and “commercial computer software documentation,” respectively, under FAR 12.212 and, accordingly, use, duplication, and disclosure of the Fannie Mae Service and Specifications by the U.S. Government is subject to restrictions set forth in the Agreement.</p>
14.12 Foreign Users	<p>Integrator is responsible for ensuring that the Fannie Mae Service and Specifications are not accessed by any national (citizen or lawful permanent resident) of a member country of “Country Group E” or system located in a member country of “Country Group E,” as that term is defined by the Export Administration Regulations, 15 C.F.R. 740 et. seq., nor may Integrator take any steps to facilitate such use.</p>
14.13 No Implied Waiver	<p>No term, provision or clause of this Agreement will be deemed waived and no breach excused unless such waiver or excuse is in writing and executed by a duly authorized representative of the party to be bound by it. Any waiver by a party of a breach by the other does not constitute a consent to, waiver of, or excuse for any different or subsequent breach.</p>
14.14 Independent Parties	<p>The parties are independent contractors. Nothing in this Agreement will be construed to make the parties partners, joint venturers, representatives or agents of each other, nor may either party so represent to any third person. Third-Party Licensors and Fannie Mae are not partners, joint venturers, representatives or agents of each other.</p>
14.15 Electronic Signatures	<p>Electronic signatures that comply with the Electronic Signatures in Global and National Commerce Act (ESIGN), including any used to execute this Agreement, are as enforceable as ink signatures on paper and documents received via electronic transmission will be deemed originals for all purposes.</p>

**15. Additional Provisions Governing the Use of Certain APIs.**

<b>ADDITIONAL PROVISIONS GOVERNING THE USE OF CERTAIN APIS</b>	
<b>Topic</b>	<b>Description</b>
15.1 DU Messages API	<p>The following terms will apply to Integrators whose Product (as identified in the table describing the Interface found In Exhibit C) involves the transfer of data from the DU Messages API:</p> <ul style="list-style-type: none"> <li>Integrator may only permit Customers who are</li> </ul>

	<p>Fannie Mae-approved sellers or third-party originators with active Authentication Credentials for DU or DO to access the DU Messages API;</p> <ul style="list-style-type: none"> <li>• Each Customer must comply with all requirements related to the access, sharing and use of the Loan Casefile (including its unique identifier or Casefile ID) and any associated findings when using, accessing or integrating the DU Messages API as set forth in the DU Schedule or DO Schedule to its Software Subscription Agreement; and</li> <li>• In no event may Integrator access the DU Messages API to retrieve a Loan Casefile or otherwise use the data retrieved in the DU Messages API.</li> </ul>
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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates below.

**INTEGRATOR**

**FANNIE MAE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# INTEGRATION AGREEMENT

## EXHIBIT A

CORPORATE INFORMATION; EFFECTIVE DATE	
<b>Integrator Information</b>	
• Full Company Name	
• Full Company Address	
• Contact Name, Title, Email Address	
• Integrator Form of Organization	
• Integrator State of Organization	
<b>Fannie Mae Information</b>	
• Full Company Name	Fannie Mae
• Full Company Address	1100 15th Street, NW Washington, DC 20005
• Contact Name and Email Address	Digital Alliances and Distribution E-Mail Address: digital_alliances_integration_requests@fanniema.com  with a copy to: Senior Vice President – SF Legal Legal Department/Official Contract Notice
<b>Effective Date</b> (if other than last date signed)	

**INTEGRATION AGREEMENT**

**EXHIBIT B**

[This Exhibit Reserved]

**INTEGRATION AGREEMENT**

**EXHIBIT C– [insert appropriate number]**

**INTERFACE DEVELOPMENT**

1. Pursuant to the terms of Section 3 of the Agreement, “Development and Support,” Integrator will develop an Interface that will transfer Data electronically to and from the Product identified below (and its direct successor products) and the Fannie Mae Service identified below:

<b>INTERFACE</b>	
<b>PRODUCT</b>	<b>FANNIE MAE SERVICE</b>

2. Pursuant to the terms of Section 3 of the Agreement, “Development and Support,” Integrator will develop the Interface and Fannie Mae will provide assistance each in accordance with the following applicable requirements related to resources and timetable to facilitate an optimal integration experience:

<b>RESOURCES AND TIMETABLE REQUIREMENTS</b>	
	<b>FANNIE MAE SERVICE</b>
Required Resources	Integrator will provide the business and technical resources that are reasonably necessary to support the integration project throughout its lifecycle and in accordance with an integration schedule which is initially agreed upon by the parties and which may be modified from time to time as provided below (the “ <b><u>Integration Schedule</u></b> ”)
Integration Schedule	The Integration Schedule contains milestone dates. The Fannie Mae Integration Consultant will schedule regular status meetings with Integrator during which the parties will review the overall status and progress of the integration project, from start to completion, in relation to the milestones. Deviation from the Integration Schedule may result in deferral of support from Fannie Mae.
Deviations from Schedule/ Revisions of Schedule	Integrator will promptly notify Fannie Mae of any anticipated or actual deviation from the Integration Schedule. Fannie Mae will conduct an impact assessment of the deviation and, based on that assessment and after consulting with Integrator, will develop a revised Integration Schedule that will replace the prior Integration Schedule. Fannie Mae reserves the right to revise the Integration Schedule at any time. If a revision is material to the

	Integrator, Fannie Mae will provide reasonable notice prior to any revision taking effect.
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- 3. The following additional development requirements and special terms and conditions, if any, apply to the integration of the Product and the Fannie Mae Service under this Exhibit C:

<b>DEVELOPMENT REQUIREMENTS</b>

<b>SPECIAL TERMS AND CONDITIONS</b>

**INTEGRATION AGREEMENT**

**EXHIBIT D – [insert appropriate number]**

**CHARGES**

1. Development Charge. Integrator agrees to pay Fannie Mae the below charge for Fannie Mae’s work in connection with development of the corresponding Interface described in Exhibit C-\_\_\_\_\_, due on the date(s) set forth below.

INTERFACE		DEVELOPMENT CHARGE	DUE
PRODUCT	FANNIE MAE SERVICE		

2. Payment. Payment of the above amount must be submitted to the following address by the due date and in accordance with the terms of Section 5, “Charges and Payment:”

Fannie Mae  
Accounts Receivable Department  
1100 15th Street, NW  
Washington, DC 20005  
Attention: 747439-932

## INTEGRATION AGREEMENT

### GLOSSARY OF DEFINED TERMS

CAPITALIZED TERM	DEFINITION
API	Fannie Mae application programming interface.
Authentication Credential	Any data or device (such as a PIN, digital certificate, password, smart card, or token) that is used by Fannie Mae to authenticate the identity or authority of an individual or system.
Authorized User	An employee of Integrator or a system operated or otherwise controlled by Integrator, for whom Fannie Mae has issued credentials for accessing the subject Fannie Mae Service.
CFF Software	Any code, software, algorithm or automated processes or methodology utilized by Integrator that utilizes the Codified Findings.
Charges	As defined in <u>Section 5.1</u>
Codified Findings	The codified findings files, including (i) findings or results data codes, (ii) XML results files and (iii) findings or results text messages, returned from the Fannie Mae Service. Codified Findings and specifications and protocols related to them, to the extent they are provided to Integrator by Fannie Mae, shall be deemed to be Specifications.
Customers	Any direct or indirect end users of the Product other than consumers. In the event an end user of the Product is a consumer, "Customer" means the lender or other entity that provided the consumer with access to the Product.
Data	Any passwords, numbers, statistics, information or other data relating to mortgage loans or transactions with or on behalf of Customers that is exchanged between the Fannie Mae Service, an API, the Interface, or the Product. "Data" includes personal information that is identifiable to an individual that: (i) the party to be charged knows or reasonably should know has not been made available to the general public, (ii) relates to a loan or loan application or inquiry or (iii) is covered by any applicable security breach notification law, including the Gramm-Leach-Bliley Act.
Data Breach	Any unauthorized access to, or use, disclosure, alteration, transfer, or destruction of Proprietary Information.
Effective Date	The date the Agreement was last signed unless otherwise specified in <u>Exhibit A</u> .
Fannie Mae Service	The software or database application, including its associated internet user interfaces, components, and structures identified in an Exhibit as the "Fannie Mae Service," and any modifications, updates, and releases to, and any API associated with, such application which are made available to Integrator.
Fannie Mae Service and Specifications	The Fannie Mae Service and associated technical and user documentation that Fannie Mae makes available to Integrator.
Interface	The then current release of the program code, communications protocols, and all other functionality developed, maintained and supported by Integrator to facilitate the linkage of a Product with a Fannie Mae Service, as established in an <u>Exhibit C</u> .  The Interface includes those components and functionalities of the Product that are necessary to facilitate such linkage.



Losses	Any losses, damages, penalties, liabilities, judgments, claims, counterclaims, defenses, actions, suits, proceedings, damages, deficiencies, costs, expenses, reasonable attorney's fees and other reasonable legal fees. "Losses" does not include legal and other expenses incurred in defending an indemnifiable claim.
Marketing Materials	That portion of any brochure, press release, sales sheet, signage, social media, marketing, advertising, promotional or similar materials, in electronic, hardcopy or any other form, referencing the other party or its Marks in connection with the subject matter of this Agreement.
Marks	A party's registered or unregistered trade names, trademarks, logos and service marks.
Performance Incident	Any error or defect in an Interface or Product that results in a Fannie Mae Service failing to perform substantially in accordance with its technical and user documentation or Customers' experience of the Fannie Mae Service being negatively impacted.
Product	Integrator's then current release of the software product and related applications and systems designated as the Product in <u>Exhibit C</u>
Proprietary Information	Confidential, proprietary or trade secret information relating to <ul style="list-style-type: none"> <li>• technical specifications, product development strategy and activity, pricing and financial information, designs, unpublished patent applications, inventions, improvements, writings and other works of authorship, drawings, models, software (including source code and object code), algorithms, and flow charts and other documentation,</li> <li>• All other confidential, proprietary or trade secret information which a reasonable person would recognize as such, or which is specifically designated as confidential, and</li> <li>• Any compilation or summary of the foregoing.</li> </ul> <p>The Specifications are the Proprietary Information of Fannie Mae.</p>
Related Parties	A party's affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors or assigns.
Specifications	Any documentation of Fannie Mae, a Third-Party Provider or a Third-Party Licensor relating to the Fannie Mae Service, the Interface or Third-Party Services, including the minimum technical requirements identified on <a href="https://www.fanniemae.com/singlefamily/technology-integration">https://www.fanniemae.com/singlefamily/technology-integration</a> and other applicable technical specifications, indices, protocols and data formats.
Third-Party Application	Any product, service, system, application, internet site or data input into or integrated or interfaced with the Fannie Mae Service that is owned or operated by a Third-Party Provider.
Third-Party Licensor	Any third party that licenses or otherwise conveys to Fannie Mae the right to use, distribute or make available any part of the Fannie Mae Service or Specifications.
Third-Party Provider	Any third party that provides business, technology, data or other products or services. Third-Party Providers are separate from and independent of Fannie Mae.
Third-Party Service	Any product or service (including by way of illustration, an appraisal, a credit report, title insurance or a similar product or service) electronically transmitted by a Third-Party Provider to a Customer by means of the Fannie Mae Service, the Interface and the Product.