



## Data Access Authorization Agreement

**IMPORTANT: Complete this form to establish data access, editing, or provision authorization for subordinates or other applicable entities.**

The Master Subscriber listed below authorizes Fannie Mae to permit the Subordinate Subscriber listed below (i) to access or edit certain data of Master Subscriber ("Data") that is on Fannie Mae's systems, and/or (ii) to provide to Fannie Mae certain Data, subject to the terms of this Data Access Authorization Agreement between Fannie Mae, Master Subscriber, and Subordinate Subscriber (the "Agreement"). Master Subscriber and Subordinate Subscriber are referred to collectively as the "Subscribers" and individually as a "Subscriber." Fannie Mae, Master Subscriber and Subordinate Subscriber are referred to as the "parties." **The parties acknowledge that, for convenience, the entity identified as Subordinate Subscriber will be referred to as "Subordinate Subscriber" even if it is not, in fact, a subordinate.**

**If creating a new Servicing relationship, please delete any existing relationship that exists.**

<input type="checkbox"/> <b>Add Data Sharing Relationship</b> Complete this side of the form to add a relationship	<input type="checkbox"/> <b>Delete Data Sharing Relationship</b> Complete this side of the form to delete a relationship
<b>Master Subscriber Information</b> Subscriber Name: Fannie Mae Seller/Servicer Number (5 Digit):	<b>Master Subscriber Information</b> Subscriber Name: Fannie Mae Seller/Servicer Number (5 Digit):
<b>Subordinate Subscriber Information</b> Subscriber Name: Fannie Mae Seller/Servicer Number (9 Digit):	<b>Subordinate Subscriber Information</b> Subscriber Name: Fannie Mae Seller/Servicer Number (9 Digit):
<b>Single-Family Applications</b> 1.a. Master Subscriber hereby authorizes Fannie Mae to provide the Subordinate Subscriber listed above with the ability to access, edit, and provide Data to Fannie Mae via Fannie Mae's networks or systems, or via password protected sections of any Fannie Mae website. This ability will be limited to the following applications (check all that apply): <ul style="list-style-type: none"> <li><input type="checkbox"/> Asset Management Network</li> <li><input type="checkbox"/> Cash Remittance System™</li> <li><input type="checkbox"/> eBoutique™ (For Reverse Mortgage Only)</li> <li><input type="checkbox"/> Loan Quality Connect™</li> <li><input type="checkbox"/> Servicing Management Default Underwriter™ (SMDU™)</li> <li><input type="checkbox"/> eTransfers, MBS Final Schedule of Mortgages (Servicer), Loan Servicing Data Utility, Fannie Mae Invoicing, Property 360® and Master Servicing Portfolio Manager</li> <li><input type="checkbox"/> Liquidation Reconciliation Services</li> <li><input type="checkbox"/> Custodial Bank Account Management</li> </ul>	<b>Single-Family Applications</b> 1.b. Master Subscriber is deactivating the relationship with the Subordinate Subscriber listed above and removing the ability to access, edit, and provide Data to Fannie Mae via Fannie Mae's networks or systems, or via password protected sections of any Fannie Mae website. Remove this ability from the following applications (check all that apply): <ul style="list-style-type: none"> <li><input type="checkbox"/> Deactivate data access relationship for ALL applications</li> <li><input type="checkbox"/> Asset Management Network</li> <li><input type="checkbox"/> Cash Remittance System™</li> <li><input type="checkbox"/> eBoutique™ (For Reverse Mortgage Only)</li> <li><input type="checkbox"/> Loan Quality Connect™</li> <li><input type="checkbox"/> Servicing Management Default Underwriter™ (SMDU™)</li> <li><input type="checkbox"/> eTransfers, MBS Final Schedule of Mortgages (Servicer), Loan Servicing Data Utility, Fannie Mae Invoicing, Property 360® and Master Servicing Portfolio Manager</li> <li><input type="checkbox"/> Liquidation Reconciliation Services</li> <li><input type="checkbox"/> Custodial Bank Account Management</li> </ul>
<b>Service Bureau Relationships Only</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Application Name: _____, _____</li> <li><input type="checkbox"/> Subscriber ID: _____</li> </ul>	<b>Service Bureau Relationships Only</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Application Name: _____, _____</li> <li><input type="checkbox"/> Subscriber ID: _____</li> </ul>
2.a. Subordinate Subscriber's ability to access, edit, or provide such Data will be limited to Data identified by the following <b>9-digit Fannie Mae seller/servicer numbers</b> , and Master Subscriber represents and warrants that it has the right to provide the authorization set forth in Paragraph 1 above with respect to the following numbers and that Subordinate Subscriber requires access to such Data in order to perform services for Master Subscriber:  _____, _____, _____, _____, _____, _____, _____, _____, _____	2.b. Remove the Subordinate Subscriber's ability to access, edit, and provide such Data from the following <b>9-digit Fannie Mae seller/servicer numbers</b> . The Subordinate Subscriber no longer requires access to such Data to perform any services for Master Subscriber.  _____, _____, _____, _____, _____, _____, _____, _____, _____
<b>Effective Date – Add Relationship:</b> _____	

*IF FANNIE MAE IS IDENTIFIED AS MASTER SUBSCRIBER, ALL TERMS FOLLOWING THAT BIND MASTER SUBSCRIBER WILL NOT APPLY.*

3. Master Subscriber agrees that for the applications identified in Paragraph 1.a. above, Subordinate Subscriber will have the ability to access, edit, and provide Data to Fannie Mae, to the extent that the applications allow for such use.
4. Where Subordinate Subscriber is allowed to access the Data, Subordinate Subscriber agrees (i) that the Data is confidential, (ii) to maintain appropriate safeguards to protect the security, confidentiality, and integrity of the Data through security measures that comply with applicable laws, regulations and industry standards and not disclose the Data to third parties (except for Subordinate Subscriber's representatives, agents and contractors who have a need to know and are acting for the sole benefit of Master Subscriber), (iii) to notify Fannie Mae and Master Subscriber in writing of any loss or unauthorized access to or use of the Data without undue delay and no later than 36 hours after Subordinate Subscriber becomes aware of the incident or reasonably concludes an incident may have occurred, and (iv) to access and use the Data for the sole benefit of Master Subscriber and in compliance with applicable law.
5. Each Subscriber agrees to indemnify and hold harmless Fannie Mae, its third-party licensors and their respective affiliates, successors, partners, officers, employees, directors, agents, contractors, representatives, and assigns from all liabilities, claims, actions, suits, proceedings, judgments, losses, damages, costs, and expenses (including reasonable attorneys' fees), which arise out of or result from: (i) Subordinate Subscriber's access to, editing of, or provision to Fannie Mae of, the Data pursuant to this Agreement; and (ii) all errors, omissions, and inaccuracies that may result from Master Subscriber's or Subservicing Subscriber's access to, editing of, or provision of, the Data.
6. If any application that is designated in Paragraph 1.a. above is designed to facilitate the reporting or other provision of the Data to Fannie Mae, the Subscribers is responsible for (i) the accuracy and completeness of Data input by Subordinate Subscriber, and (ii) assuring that the proper personnel from each Subscriber review and approve any notification, information, or request submitted to Fannie Mae by Subordinate Subscriber for the benefit of Master Subscriber via such application prior to its transmission. Subscribers agree that Fannie Mae may rely on any information conveyed to Fannie Mae by Subordinate Subscriber using such application, and is under no obligation to authenticate the source of, or verify the accuracy of, any such information.
7. Subscribers agree that Fannie Mae has the right to (i) not allow Subordinate Subscriber to access, edit, or provide to Fannie Mae, Data available through or related to any application designated in Paragraph 1.a. before Subordinate Subscriber has entered into a license agreement with Fannie Mae with respect to such application ("License"), and (ii) terminate Subordinate Subscriber's ability to access, edit or provide to Fannie Mae such Data upon termination of such License.
8. This Agreement (or Subordinate Subscriber's ability to access, edit or provide to Fannie Mae any Data) may be terminated at any time by Fannie Mae upon written notice to Subscribers or by either Subscriber upon written notice to Fannie Mae and the other Subscriber. The provisions of Paragraphs 4, 5, 6, and 9 survive any termination of this Agreement.
9. If there is a conflict between this Agreement and any License, the terms of the License will govern. This Agreement may not be assigned by Subordinate Subscriber without the express written approval of Fannie Mae and Master Subscriber. Where this Agreement requires notices or approvals be given in writing, electronic mail is deemed to be a "writing." This Agreement is governed by and construed in accordance with the laws of the District of Columbia, without reference to its conflicts of law principles. If any provision of this Agreement is declared invalid or unenforceable, then, to the extent possible, the remainder of this Agreement will remain in full force and effect. The parties agree that Fannie Mae's third-party licensors are intended beneficiaries of this Agreement and are entitled to rely upon and directly enforce the terms and conditions of this Agreement. The parties agree that this Agreement shall be binding on the parties without being executed by an authorized signatory of Fannie Mae, provided that this Agreement is accepted by each Subscriber without alteration or addition, except for Subscribers' provision of the information required by this Agreement.

I understand and agree that, by entering my name in the space below, I am representing that I am an officer or authorized representative of the respective Subscriber identified, and that Subscriber intends to be bound by my electronic signature just as if it were an ink signature on paper.

**Master Subscriber Authorized Representative**

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

**Subordinate Subscriber Authorized Representative**

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

**Borrower Notification 404 Letter Information**

Please provide the following information for the Borrower Notification Letter sent by Fannie Mae to the borrower at time of acquisition, as required by the Helping Families Save Their Home Act of 2009. See below for an example of an excerpt of the letter.

**Servicer Name<sup>1</sup>:** \_\_\_\_\_  
*Name of the servicer or the subservicer entity that will be contacted by the borrower. For example, how will the phone be answered/what entity name will be used?*

**Servicer Address<sup>2</sup>:** \_\_\_\_\_  
*Address where the borrower will be sending correspondence. For example, verify the address that should be used if there is a subservicer.*

**Servicer Phone Number<sup>3</sup>:** \_\_\_\_\_  
*The borrower will contact this number for inquiries. For example, verify the contact phone number that should be used if there is a subservicer.*

**The servicer information requested above is used to populate the following text in the Borrower Notification letter:**

“Your servicer as of the date we purchased your loan is **ABC MORTGAGE, INC<sup>1</sup> at 123 Broadway, Suite 100, Anywhere, US 12345<sup>2</sup> or 1-888-000-0000<sup>3</sup>**. They may also have a website with helpful information.”

**Note:** You are also required to update the “Servicer Information for Borrower Notification at Acquisition” section of Lender Record Information (Form 582) with the same servicer information. (For more information on form 582 please refer to the Fannie Mae Selling Guide)