## BULLETIN

## LOAN DELIVERY WIRE ADMINISTRATION SCHEDULE

(For Non-Seller/Servicers)

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 Loan Delivery Wire Administration Schedule (for Non-Seller/Servicers)(the "Old LD Wire Administration Schedule") as set forth in the attached new version (the "New LD Wire Administration Schedule").

In addition to minor edits, including those made for the sake of brevity or consistency, typo corrections, section renumbering, formatting and content reconfiguration, the New LD Wire Administration Schedule includes the following changes:

| SECTION NO./<br>TITLE                                 | OLD SECTION NO./ TITLE (if different) | DESCRIPTION OF CHANGE   |
|---|---------------------------------------|---|
| 1.— <u>Licensed Application</u>                       |                                       | Clarification added which states that references to the Wire Administration module of the Loan Delivery application also includes, as permitted, any APIs associated with such module and application.  |
| 3.— <u>Suspension or</u> <u>Termination for Cause</u> | _                                     | This new Section supplements the Master Terms Section regarding same and clarifies Fannie Mae's right to suspend or terminate a Licensee's access to any Licensed Application, which can be exercised without notice, at any time and in its sole discretion. |
| 4.— <u>Indemnification</u>                            | _                                     | Licensee's obligation to indemnify Fannie Mae was extended to include any breach of the LD Wire Administration Schedule.  |
| 5.— <u>Survival</u>                                   | _                                     | In addition to the section of the Master Terms entitled "Survival," any provision in this Schedule contemplating its continuing effectiveness, including Section 5 will survive any termination of LD Wire Administration Schedule or the Agreement.          |

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

## LOAN DELIVERY WIRE ADMINISTRATION

Schedule

(For Non-Seller/Servicers)

Terms and Conditions

## LICENSED APPLICATION/ADDITIONAL TERMS

- 1. <u>Licensed Application.</u> The Wire Administration module within Fannie Mae's Loan Delivery application together with, as permitted, any API associated with such module and application, or any other module or application which provides similar functionality to that described in this Section (each being referred to as a "Licensed Application") is licensed 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, the Licensed Application includes certain functionality and features enabling warehouse lenders, disbursement agents and other entities to accept certain associations proposed by Fannie Mae Approved Lenders and confirm wire instructions identified with those associations by the Approved Lenders.
- 2. Acknowledgments. Licensee acknowledges and agrees that:
  - (a) Licensee shall keep its customers that maintain wiring instructions in the Licensed Application apprised of accurate and complete wiring instruction information pertaining to Licensee's relationship with them and otherwise assist them in their submission and maintenance of accurate and complete wiring instructions in the Licensed Application.;
  - (b) Licensee will confirm, no less frequently than annually, the accuracy and completeness of wiring instructions pertaining to it that are existent in the Licensed Application;
  - (c) 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:
  - (d) Confirmations and rejections of wiring instructions by Licensee will be made in the Licensed Application only by authorized representatives of Licensee;
  - (e) Fannie Mae is entitled to rely on wiring instructions that have been confirmed in the Licensed Application by Licensee; and
  - (f) the name Licensee submits to the Licensed Application to identify Licensee will be identical to the name that appears on Licensee's bailee letters.
- 3. 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 this Schedule or Licensee's access to the Licensed Application if Licensee is found to be in breach of its obligations under this Schedule or misused the Licensed Application or used the Licensed Application for other than its intended purposes.
- 4. <u>Indemnification</u>. Licensee's obligation to indemnify Fannie Mae as established in the Master Terms include indemnification in the event of any breach of this Schedule.

| 5. | . <u>Survival</u> . 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 Section 3, will survive any termination of this Schedule or the Agreement. |  |  |
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