



MORNET[®]/MORNETPlus[®]/MortgageLinks[™] Credit Card Payment Authorization

The completion of this form authorizes Fannie Mae to process an automatic monthly charge to the credit/charge card specified below in payment of fees invoiced to your company as a subscriber of MORNET, MORNETPlus, and MortgageLinks. An individual authorized to represent you or your company in this matter should complete, sign, and return this form to:

Customer Technology Service & Support (CTSS), Fannie Mae, 6H-3E/01, 13150 Worldgate Drive, Herndon VA 20170.

For each month in which there is activity on your subscriber account, we will send you a subscriber invoice on or about the twentieth of the following month. If there is a balance due on your invoice, we will process an automatic charge in this full amount to the credit/charge card you specify below approximately ten (10) business days after the invoice date. Each monthly invoice will specify the date of the automatic charge associated with that invoice. You should ensure that on that date this automatic charge will not cause your credit/charge card account to exceed your credit limit, if any such limit is applicable.

This automatic charge will appear as a payment on the next subscriber invoice or statement that you receive after the automatic charge date. We will begin the monthly automatic charge process with the first invoice we send you after we receive and process this authorization form. Upon receiving your completed form, we will process a test authorization for an amount of \$0.00 against your credit card account to ensure we have recorded valid credit card information.

To change your credit card or any of the other information below, please forward a revised copy of this form marked "UPDATE" to the address above. **The updated form(s) you send will supersede any existing credit card payment authorization form Fannie Mae has on file for your company.** To terminate this authorization prior to the expiration date (if any) specify below, forward a completed copy of this form marked "TERMINATE" to CTSS or call 1-888-PAY-MNET for immediate action.

I authorize Fannie Mae to process a variable automatic monthly charge not to exceed \$_____ to the credit card specified below in payment of fees invoiced to my company as a subscriber of MORNET, MORNETPlus, and MortgageLinks services. I agree to pay the amount so charged in accordance with my credit card issuer agreement.

My authorization is effective the first day of _____, _____ and expires the first day of _____, _____. (Leave expiration date blank if you grant authorization until further written notice.)

Authorized Signature: _____

Printed Name: _____

Phone: _____ Fax: _____

*PLEASE FILL IN THE FOLLOWING INFORMATION FROM YOUR FANNIE MAE SUBSCRIBER INVOICE
(or attach a copy of your last subscriber invoice to this form):*

Subscriber ID (if available): _____

Subscriber (Company) Name: _____

PLEASE FILL IN THE FOLLOWING EXACTLY AS IT APPEARS ON YOUR CREDIT CARD STATEMENT:

Address: _____

City: _____ State: _____ Zip Code: _____

MasterCard[®] Visa[®] American Express[®] (Circle only one card name)

Account Number: _____ Expiration Date (MM/YYYY): _____

Desktop Originator[®]

Checklist and instructions

Use the checklist below to ensure that you have completed all the necessary steps to register and use Desktop Originator.

Complete each of the following forms:

- 1. MORNETPlus[®] Desktop Originator Lender/Originator Relationship Form
- 2. Software Subscription Form/Agreement
- 3. MORNETPlus Desktop Originator Order Form/Schedule/User Registration
- 4. MORNET[®]/MORNETPlus/MortgageLinks[™] Drafting Authorization *or* Credit Card Payment Authorization Form
(You *must* select a payment type.)

Please refer to the other side of this sheet for instructions on completing each form. Once completed, please make copies of the forms for your files, and return them to your sponsoring lender or to:

MORNETPlus Registrar
Fannie Mae, 6H-3E/01
13150 Worldgate Drive
Herndon, VA 20170

Be sure also to do the following:

- 5. Register with at least two of the participating credit information providers (please refer to our Web site at www.fanniemae.com/singlefamily/technology/mornetplus/mp_credit_agency.html for a list of these providers). Account registration forms should be obtained from and returned to the credit information providers directly.
- 6. Register for Internet access to the Desktop Originator Center on LION (Lenders Interactive Online Network) and your free username and password at www.lioninc.com/desktoporiginator.
- 7. Obtain and complete a copy of your sponsoring lender's standard policies and procedures agreement/guide on how to do business with Desktop Originator.

Instructions

1. MORNETPlus Desktop Originator Lender/Oriinator Relationship Form

Confirms association between originator and lender. Must be completed for/by each lender you connect with on Desktop Originator. *Please complete the originator company fields; your sponsoring lender should complete the lender information fields. Sign and date.*

2. Software Subscription Form/Agreement

Necessary the first time you subscribe to a MORNETPlus product. *Please read and complete all blanks (except Fannie Mae information), making certain to read the MORNETPlus Terms and Conditions. Sign and date.*

3. MORNETPlus Desktop Originator Order Form/Schedule/User Registration

Necessary the first time you subscribe to Desktop Originator and when you want to add/delete/change user information. *Please read and complete all fields (except Fannie Mae information), making certain to read the Desktop Originator (Originator Version) Schedule.*

Complete the information on the back of this form for **each user** in your shop. ***Pay close attention to choosing user roles.*** *Complete all fields (except Fannie Mae information). Sign and date.*

4. MORNET/MORNETPlus/MortgageLinks Drafting Authorization or Credit Card Payment Authorization Form

Complete **one** of these forms to specify the manner in which you will provide payment for fees invoiced pursuant to your Desktop Originator subscription. The Drafting Authorization allows Fannie Mae to draft your account for payment of services. The Credit Card Payment Authorization allows Fannie Mae to process an automatic monthly charge to the credit/charge card you specify for payment of services. **Completion of one of these forms is required.** *Complete all fields. Authorized officer must sign and date.*

5. Credit Information Provider Registration

Choose at least two of the available companies for credit information. Contact the credit information providers directly to receive forms (please refer to our Web site at www.fanniemae.com/singlefamily/technology/mornetplus/mp_credit_agency.html for a list of these credit agencies). *Completed forms should be returned directly to the credit information providers.*

For further assistance in completing your Desktop Originator registration forms, contact your sponsoring lender or call Fannie Mae's MORNETPlus Hotline at 1-800-758-7546 Monday through Friday from 8:00 a.m. to 9:00 p.m. and Saturday from 10:00 a.m. to 6:00 p.m., eastern time.

MORNETPlus[®]
DESKTOP ORIGINATOR[®]
(Originator Version)
Schedule

Terms and Conditions

PART I

LICENSED SOFTWARE/ADDITIONAL TERMS

1. **Licensed Software.** Fannie Mae's software product known as Desktop Originator (Originator Version), which, among other things as of the date set forth on the Order Form, is designed to facilitate the communication and the exchange of certain data between Licensee and each Sponsoring Lender, and in the case of the Credit Fetcher component of the Licensed Software, which is designed to facilitate the communication and the exchange of data between Licensee and consumer reporting agencies accessible through Credit Fetcher, is licensed pursuant to this Schedule.

2. **Definitions.** The following definitions are used in this Schedule as defined below:

"Consumer Credit Data" shall mean any information obtained by Licensee, either directly or indirectly, which bears on a consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living (the "Seven Factors") and which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in performing any authorized analysis. Such data may include, but are not limited to, data contained in: (i) residential mortgage credit reports, "in-file" credit reports, or "consumer reports," as defined in the FCRA; (ii) verifications (whether "standard," "TimeSaver" or other form of alternate documentation as discussed in Fannie Mae's Selling Guide) of loans, mortgages, employment or assets; (iii) the Uniform Residential Loan Application, including any attachments and/or supplements thereto; and (iv) any correspondence or communication from the consumer or any third party, which includes information relating to one of the Seven Factors.

"Credit Fetcher" shall mean that software component of the Licensed Software which: (i) facilitates the retrieval of a consumer report from a "consumer reporting agency," as defined in the FCRA with which Licensee has a direct independent contractual relationship; and (ii) acts solely as an interface between Licensee and such consumer reporting agency in the process of obtaining a consumer report upon Licensee's request.

"ECOA" shall mean the federal Equal Credit Opportunity Act, codified at 15 U.S.C. § 1691 et seq., and its implementing regulation, Regulation B, codified at 12 C.F.R. Part 202.

"FCRA" shall mean the federal Fair Credit Reporting Act, codified at 15 U.S.C. § 1681 et seq., and the Federal Trade Commission's Official Staff Commentary (the "Commentary") to the Fair Credit Reporting Act.

"Help Screen" shall refer to that function within the Licensed Software that, among other things, provides a reference to the capabilities and features of, and the glossary of terms used in, the Licensed Software.

"Loan Documents" shall mean those Third-Party Licensor forms provided with the Licensed Software as a convenience to Licensee. These forms include, but may not be limited to, the uniform residential loan application and any continuation sheet and supplement thereto.

"RESPA" shall mean the federal Real Estate Settlement Procedures Act, codified at 12 U.S.C. § 2601 et seq., and its implementing regulation, Regulation X.

"Sponsoring Lender" shall mean any third-party financial institution (i) which selects Licensee to offer its mortgage loan products and to communicate with such institution by means of the Licensed Software, which communication includes the submission and receipt of mortgage loan product information and Licensee's submission to Sponsoring Lender of residential mortgage loan applications and consumer reports obtained via Credit Fetcher, and (ii) with which Licensee maintains an independent contractual relationship.

"Truth-in-Lending Act" shall mean that federal law, codified at 15 U.S.C. §§1601 et seq., which mandates certain disclosures in residential mortgage loan transactions, and its implementing regulation, Regulation Z, and the Official Staff Commentary to Regulation Z, as applicable.

3. **Marks.** Licensee acknowledges that Fannie Mae's Marks include Desktop Originator.
4. **Submission of Forms.** Prior to using the Licensed Software to communicate with Sponsoring Lenders, Licensee (i) shall identify each end-user on a completed and executed Desktop Originator Order Form (Originator Version) to the MORNETPlus Subscription Agreement (the "Agreement") and (ii) with respect to each Sponsoring Lender, shall submit to Fannie Mae a completed and executed Lender/Oriinator Relationship Form. Fannie Mae will issue a user identification to each such end-user, which user identification number may be changed from time to time pursuant to Fannie Mae's standard policies and procedures with respect thereto. Licensee acknowledges and agrees that no end-user shall have access to Licensed Materials prior to the issuance of a user-identification number.
5. **Obtaining Consumer Reports: Licensee's Certification.** Licensee shall, coterminous with this Schedule, maintain direct independent contractual agreement(s) with any "consumer reporting agency" (that is accessible via the Licensed Software) from which it shall order its "consumer reports," as those terms are defined by the FCRA. Such agreement(s) shall govern the use of any and all consumer reports obtained electronically through the use of the Credit Fetcher function of the Licensed Software. Licensee hereby certifies and warrants that any request for and/or use of consumer reports obtained through the Credit Fetcher function shall be strictly for "permissible purposes," as defined in Section 604 of the FCRA, and for no other purpose and shall in all other respects comply with the requirements of the FCRA.
6. **Limited Agency Relationship.** Notwithstanding the Section of the Agreement captioned "Independent Parties," Licensee hereby expressly acknowledges, understands and agrees that, in obtaining consumer reports via Credit Fetcher and in the processing and evaluation of Consumer Credit Data by the Licensed Software for the purpose of performing any authorized analysis, Fannie Mae, as owner of the Licensed Software, shall be the agent of Licensee, as that term is defined in the FCRA. Licensee also expressly acknowledges, understands and agrees that Fannie Mae's role as Licensee's agent shall not extend beyond the limited purpose set forth in this Section and, for all other purposes, there shall be no such principal and agent relationship. Moreover, Licensee shall in no way misrepresent to third parties the limited extent of this

principal/ agent relationship.

7. **Rights in Data.** Fannie Mae may request hard copies of materials pertaining to any of Licensee's loan files only (i) where necessary to correct Incidents, and (ii) with Licensee's written authorization and supervision. Notwithstanding the Section of the Agreement captioned "Rights in Data," in no other circumstance will Fannie Mae access such loan-related data.
8. **Loan Documents.** Licensee acknowledges and agrees that the Loan Documents are provided with the Licensed Materials as a convenience only, and that Licensee's misuse or improper use of such forms may result in liability under existing laws, rules or regulations, and under any agreements to which Licensee is a party. Licensee understands and agrees that any liability resulting from Licensee's use of the Loan Documents is solely Licensee's responsibility, and Fannie Mae shall not be responsible in any way for any such use or liability.
9. **Recordkeeping.** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to the federal Equal Credit Opportunity Act and other state and/or federal laws and regulations. Licensee understands and agrees that: (i) it bears sole responsibility for any such obligation; and (ii) it may need to download Licensed Software data into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet such recordkeeping requirements. Licensee also understands and agrees that its access to data shall terminate upon its electronic submission of such data to the Sponsoring Lender. Under such and certain other circumstances, Licensee may need to print out hard copies of the consumer reports and uniform residential loan applications prior to submitting the related loan case files to a Sponsoring Lender. In no event will Fannie Mae be responsible for maintaining any such data for Licensee or to provide Licensee with any such data at any time, either in electronic or hard-copy format.
10. **Federal Law Compliance Warranties.** Without limiting the generality of the Section of the Agreement captioned "Compliance With Law," Licensee hereby represents and warrants that:
 - (i) Licensee shall maintain a direct independent contractual relationship with a "consumer reporting agency" from which it shall order its "consumer reports" via Credit Fetcher as those terms are defined by the FCRA.
 - (ii) Licensee shall order or request consumer reports via Credit Fetcher only for a "permissible purpose," as defined in Section 604 of the FCRA and for no other purpose, and shall in all other respects comply with the requirements of the FCRA.
 - (iii) It is Licensee's sole responsibility to, and Licensee shall, determine whether each cost relating to the origination of each residential mortgage loan is a "finance charge," as that term is defined by the Truth-in-Lending Act.
 - (iv) Licensee shall not rely on any definitions provided in the Help Screens as being dispositive of the meaning of such terms, and shall seek its own legal counsel to determine the appropriate meaning of such terms, in light of Licensee's operations, for purposes of the Truth-in-Lending Act.
 - (v) To the extent that Licensee elects to charge a CLO-related access fee (as "CLO"

is defined by RESPA) to a loan applicant in connection with the Licensee's use of the Licensed Software in addition to any broker or origination-related fees: (i) the CLO access fee shall not be duplicative and shall relate to the CLO-type services actually rendered by Licensee; and (ii) any CLO disclosure required by RESPA shall be provided to the applicant in the form and manner prescribed by RESPA. Moreover, any such CLO access fee, any CLO access fee charged to the Sponsoring Lender, and the use of the Licensed Software for CLO-type services shall in all other respects comply with RESPA, including any amendments thereto.

11. **Forms Warranty.** Licensee hereby certifies that the information to be provided by it in the Desktop Originator Order Form (Originator Version) and the Lender/Oriinator Relationship Form (the latter to be provided with respect to each Sponsoring Lender) is complete and accurate and that such forms will be executed by personnel authorized to bind the Licensee in accordance therewith.
12. **Limited Contractual Compliance Warranty.** Licensee hereby represents and warrants that it shall abide by those terms and conditions of any contractual relationship to which it is a party with a Sponsoring Lender which bear on or are affected by Licensee's use of the Licensed Software. A breach of any such agreement between Licensee and a Sponsoring Lender, which breach arises from and is directly related to Licensee's use of the Licensed Software ("Sponsorship Breach"), shall result in a breach of the warranty set forth in this Section, provided that (a) either (i) a court, other tribunal, or arbitration panel having proper jurisdiction over the matter has adjudicated that a Sponsorship Breach has occurred, or (ii) Licensee and a Sponsoring Lender have stipulated to the existence of a Sponsorship Breach in connection with the settlement of a dispute involving such breach, and (b) Fannie Mae, at its election and in its sole discretion, has determined that the Sponsorship Breach has resulted in harm or potential harm to Fannie Mae and/or its efforts to market the Licensed Software, and that it is justified in immediately terminating Licensee's use thereof.
13. **Fees, Taxes and Billing.** The Section of the Agreement captioned "Fees, Taxes and Billing" is amended by inserting the following after the first sentence of such Section: "Licensee also agrees to complete and execute either the MORNET®/MORNETPlus®/MortgageLinks™ Drafting Authorization or Credit Card Payment Authorization Form and send such form, along with the executed Desktop Originator Order Form (Originator Version), to Customer Technology Service & Support, 13150 Worldgate Drive, Herndon, VA 20170 for receipt by Fannie Mae."
14. **Indemnification.** Subsection (iv) of the Section of the Agreement captioned "Indemnification" shall be expanded to also provide indemnification in the event of any breach of Sections 4-6 and 8-12 of this Schedule.
15. **Termination for Cause.** In addition to the termination for cause events specified in the Section of the Agreement captioned "Termination for Cause," Fannie Mae will terminate this Schedule immediately if Licensee is found by Fannie Mae to be in breach if its Limited Contractual Compliance Warranty, as set forth in Section 12 of this Schedule.
16. **Survival.** Any provisions of this Schedule that contemplate their continuing effectiveness, including, without limitation, Sections 5-12 and 14, shall survive any termination of this Schedule.

PART II

There are no charges in addition to those imposed pursuant to the Section of the Agreement captioned "Fees, Taxes and Billing."

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MORNETPlus[®] Desktop Originator[®] Originator Order Form/Schedule/User Registration

Subscriber Information

Please check:

New MORNETPlus[®] Subscriber

New MORNETPlus[®] User

Change MORNETPlus[®] Subscriber

Change MORNETPlus[®] User

Delete MORNETPlus[®] Subscriber

Delete MORNETPlus[®] User

If an existing MORNETPlus[®] Subscriber, please provide:

MORNETPlus[®] Subscriber ID: _____

MORNETPlus[®] User ID: _____

Mortgage Banker

Retail Originator

Correspondent

Test Originator

Other _____

Please provide the following information:

Licensee Company Name: _____

Licensee Address: _____

City, State, Zip Code: _____

Licensee Contact Person/Title (will receive software): _____

Phone Number: (____) _____ Fax Number: (____) _____ E-mail: _____

Billing Contact/Address (if different from mailing address): _____

Phone Number: (____) _____ Fax Number: (____) _____ E-mail: _____

Loan Origination Software (LOS): _____

Default User Registration: The person designated as Authorized Signature (BELOW) will be assigned as the Default User, unless another individual is indicated in the Licensee Contact Person space (ABOVE). Other Users can be registered in the **Additional Users Section** of this document.

Please provide a security PIN and codeword of your choice. PIN (four characters) and codeword (up to eight characters) must be lower-case, alphanumeric.

PIN: _____

Codeword: _____

Your codeword will be used to verify your identity if you have forgotten your PIN. Please record your PIN and codeword before you send in this form.

Please initial which of the following roles this User should be authorized to perform. You may identify more than one role for the User if appropriate:

_____ All Permissions Permits the User to perform all the functions below.

_____ Process Transactions Permits the User to perform typical transactions related to the submission of loan casefiles.

_____ Take Application Permits the User to perform Affordability Analysis and take a Loan Application.

_____ Administration Permits the User to perform administrative functions.

_____ View Only Permits the User to view files.

**Default role for Desktop Originator[®] Users. To limit User access, specify the User's role(s) as listed below.*

DESKTOP ORIGINATOR SOFTWARE IS LICENSED BY FANNIE MAE UNDER THE TERMS AND CONDITIONS SET FORTH IN THE MOST RECENT VERSION OF THE FANNIE MAE SOFTWARE SUBSCRIPTION AGREEMENT, BETWEEN FANNIE MAE AND THE LICENSEE (THE "AGREEMENT"), AND THE TERMS AND CONDITIONS SET FORTH IN THE DESKTOP ORIGINATOR (ORIGINATOR VERSION) SCHEDULE THERETO, WHICH CONSISTS OF THIS ORDER FORM AND THE FOLLOWING PAGES. BY EXECUTING THIS ORDER FORM, LICENSEE ACKNOWLEDGES READING THE AGREEMENT AND THIS SCHEDULE AND AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS.

ACCEPTED BY:

Originator Name _____

Authorized Signature _____

Printed Name _____

Date _____

Title _____

Please return completed forms to:

MORNETPlus[®] Registrar ● Fannie Mae, 6H-3E/01 ● 13150 Worldgate Drive ● Herndon, VA 20170

Desktop Originator® User Registration Form – Additional Users Section

Your codeword will be used to verify your identity if you have forgotten your PIN. Please record your PIN and codeword before you send in this form.

Please provide the following information:

User Name: _____
User Title: _____
Phone Number: _____ Fax Number: _____
Company Name: _____
Address: _____
City, State, Zip Code: _____
E-Mail Address: _____

PIN: _ _ _ _ Codeword: _____

- All Permissions Permits the User to perform all the functions below.
**Default role for Desktop Originator® Users. To limit User access, specify the User's role(s) as listed below.*
- Process Transactions Permits the User to perform typical transactions related to the submission of loan casefiles.
- Take Applications Permits the User to perform Affordability Analysis and take a Loan Application.
- Administration Permits the User to perform administrative functions.
- View Only Permits the User to view files.

Please provide the following information:

User Name: _____
User Title: _____
Phone Number: _____ Fax Number: _____
Company Name: _____
Address: _____
City, State, Zip Code: _____
E-Mail Address: _____

PIN: _ _ _ _ Codeword: _____

- All Permissions Permits the User to perform all the functions below.
**Default role for Desktop Originator® Users. To limit User access, specify the User's role(s) as listed below.*
- Process Transactions Permits the User to perform typical transactions related to the submission of loan casefiles.
- Take Applications Permits the User to perform Affordability Analysis and take a Loan Application.
- Administration Permits the User to perform administrative functions.
- View Only Permits the User to view files.

Please provide the following information:

User Name: _____
User Title: _____
Phone Number: _____ Fax Number: _____
Company Name: _____
Address: _____
City, State, Zip Code: _____
E-Mail Address: _____

PIN: _ _ _ _ Codeword: _____

- All Permissions Permits the User to perform all the functions below.
**Default role for Desktop Originator® Users. To limit User access, specify the User's role(s) as listed below.*
- Process Transactions Permits the User to perform typical transactions related to the submission of loan casefiles.
- Take Applications Permits the User to perform Affordability Analysis and take a Loan Application.
- Administration Permits the User to perform administrative functions.
- View Only Permits the User to view files.

Please return completed forms to:

MORNETPlus® Registrar ● Fannie Mae, 6H-3E/01 ● 13150 Worldgate Drive ● Herndon, VA 20170
ORIGINATOR FORM

EXHIBIT A(1)

DESKTOP ORIGINATOR® PRICING FOR *originators*

1. Case File Charges.

Licensee will pay \$15 for each assignment by Fannie Mae of a MORNETPlus® Case ID to a case file submitted to the MORNETPlus Network via the Licensed Software.

2. Connection Times.

- 2.1 \$5.95 per hour on-line connection time per user when using the local MORNETPlus dial-up telephone number (billed in no more than one minute increments); OR
- 2.2 \$8.95 per hour on-line connection time per user when using the optional 1-888 MORNETPlus dial-up telephone number (billed in no more than one minute increments).
- 2.3 If Licensee has elected to use Fannie Mae's Dedicated Network Solution, the terms and conditions of Licensee's separately executed Dedicated Network Solution Schedule with Fannie Mae shall govern such separate connection option.
- 2.4 If none of the above options is applicable, \$12.00 per hour on-line connection time per user (billed in no more than one minute increments).

3. Consumer Report Fees.

The fees for consumer reports will be paid by Licensee directly to the consumer reporting agency/agencies. Fees are at rates negotiated between Licensee and the agency/agencies.

4. Installation Fees.

To the extent a Licensee requests and receives installation assistance, installation fees of \$1,500 per day, to be billed in advance and paid at the time of installation, shall be assessed against Licensee.

This includes set-up of Licensed Software on ___ workstations, at the following location(s):



MORNET[®]/MORNETPlus[®]/MortgageLinks[™] Drafting Authorization

The completion of this form authorizes Fannie Mae to draft for the payment of MORNET, MORNETPlus, and MortgageLinks services only. The automatic drafting system debits your authorized bank account by electronic transfer. Therefore, your authorized bank must be a member of Automated Clearing House (ACH). Please have the appropriate officer complete the authorization form below, and return the form along with a blank voided check. If you change your bank or account, please notify us immediately and send a new blank voided check of the new account.

We will send you a monthly bill detailing your MORNET, MORNETPlus, and MortgageLinks services on or about the twentieth of the month. Drafting of your account will be done at a minimum of ten (10) business days after the invoice date indicated on your bill. Each monthly bill will disclose the actual drafting date for the billing. You must have the correct amount of funds on deposit in your account on the day of drafting. There will be a \$25.00 penalty for any returned draft.

In order to ensure that your draft will process correctly through the electronic system, our bank will prenote the draft to your bank. Your bank may or may not notify you as to its receipt of our prenote.

The completion of this form will supersede any existing MORNET, MORNETPlus, or MortgageLinks drafting authorization form Fannie Mae has on file for your institution. If you have any questions concerning billing or bank account changes, please contact the Hotline at 1-800-752-6440 [fax: (703) 833-5680]. Complete, sign, and return this form to:

Customer Technology Service & Support (CTSS), Fannie Mae, 6H-3E/01, 13150 Worldgate Drive, Herndon VA 20170.

I authorize Fannie Mae to debit the following bank account for payment of MORNET, MORNETPlus, and MortgageLinks services.

Seller/Servicer Number: _____

Company Name: _____

Address: _____

City, State, Zip Code: _____

Billing Contact: _____

Phone Number: _____ Fax Number: _____

Financial Institution (to be drafted): _____

Branch of Above (if applicable): _____

Bank ABA Number: _____

City, State, Zip Code: _____

Account Number: _____

SIGNATURE: _____ **Date:** _____

Name of Authorizing Officer: _____

Title of Authorizing Officer:

Desktop Originator®

Equipment information

Desktop Originator utilizes advanced technologies that enable Fannie Mae to deliver greater value and service to our customers. These technologies enable personal computers to access Fannie Mae's powerful MORNETPlus® Network or the Internet. In order to use Desktop Originator, you may find it necessary to upgrade your current computer configuration. These upgrades also may improve the performance of your other business applications.

Your equipment must satisfy the requirements listed below in order for you to run Desktop Originator and receive full support from our MORNETPlus Hotline. Please review the list carefully.

Equipment specifications	Required equipment
Computer	A personal computer using: <ul style="list-style-type: none">• A Pentium 90 Mhz processor or higher• A CD-ROM drive and a 3.5 inch diskette drive• An SVGA graphics adapter monitor• At least one high-speed serial port containing a 16550 UART chip or higher
Modem	One 28.8K bps fax modem or higher with an analog data line. Tested and supported modems include (but are not limited to): <ul style="list-style-type: none">• US Robotics®• Hayes®• Practical Peripherals®
Printer	A printer supporting Windows®-based printer drivers.
Software	Microsoft® Windows 95 or Windows NT installed on the same computer running Desktop Originator.
Disk space	Minimum: 40 MB (20 MB for application installation and 20 MB available after installation). Recommended: 70 MB (20 MB for application installation and 50 MB available after installation).
RAM	16 MB or higher

For more information

For more information about Desktop Originator's equipment requirements, call your wholesale lender partner, or call Fannie Mae's MORNETPlus Hotline at 1-800-758-7546 Monday through Friday from 8:00 a.m. to 9:00 p.m. and Saturdays from 10:00 a.m. to 6:00 p.m., eastern time.

Desktop Originator[®] on the Internet

***www.lioninc.com/desktoporiginator*: Your Internet channel to lender-sponsored automated underwriting**

Desktop Originator is available to Desktop Originator wholesale lenders and all their sponsored originators through the LION (Lenders Interactive Online Network) Desktop Originator Center at *www.lioninc.com/desktoporiginator*. Thousands of originators already use LION and Desktop Originator separately to communicate with their wholesale lenders to provide better, faster, lower-cost service to their clients. Now they can offer even more efficiency through Desktop Originator on the Internet through LION.

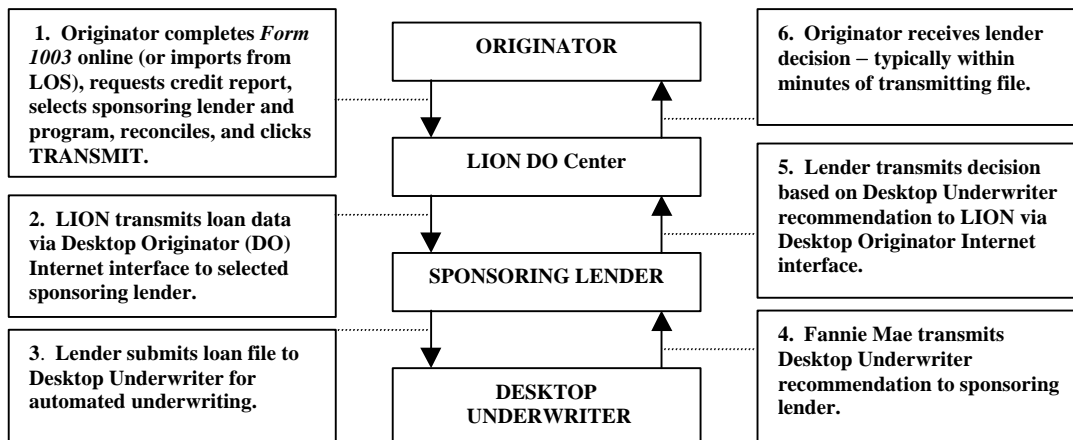
What Desktop Originator provides

- **Fast underwriting responses:** Desktop Originator is a state-of-the-art system that allows wholesale lenders to receive loan files from originators for underwriting by Desktop Underwriter[®]. Through the Desktop Originator Gatekeeper feature, sponsoring lenders can give you direct access to underwriting recommendations within minutes. Instead of responding to clients in days or weeks, you can inform borrowers of a loan recommendation in minutes, providing an enormously valuable service to clients who may be anxiously waiting to know if they can proceed with their home purchase.
- **Streamlined documentation with clear conditions:** Desktop Originator and Desktop Underwriter offer streamlined documentation and clearly indicate the minimum requirements for income and asset verification, credit-related documentation, and appraisal field work. This removes uncertainty and eliminates the extra work of “over-processed” files or the unexpected delays that can result from “under-processed” files.
- **Time and cost savings with streamlined appraisals:** Loans processed through Desktop Originator and Desktop Underwriter benefit from streamlined property appraisal and review processes. Fannie Mae has developed four streamlined property valuation options – the *Desktop Underwriter Quantitative Analysis Appraisal Report* (Form 2055), *Qualitative Analysis Appraisal Report* (Form 2065), *Property Inspection Report* (Form 2075), and *Individual Cooperative Interest Appraisal Report* (Form 2095) – that are available exclusively through the system. These streamlined reports are less time consuming and less costly than standard appraisals, allowing the loan to close sooner and at a lower cost, again providing a valuable service to clients.
- **Automated underwriting recommendations:** Desktop Underwriter analyzes information in the loan application and credit report to determine if the loan meets Fannie Mae’s credit risk and eligibility requirements. Using statistically based underwriting models, Desktop Underwriter evaluates the risk factors that are most predictive of mortgage performance and assesses the relative strengths and weaknesses of those factors in relation to one another. The system also evaluates the eligibility of the loan according to the eligibility guidelines in place in Desktop Underwriter. Once underwritten, Desktop Underwriter will issue a recommendation based on the assessment of the overall risk profile of the loan.
- **Greater product flexibility:** Through your sponsoring lenders and Desktop Originator and Desktop Underwriter, you can offer your clients more of the loans they want – including loans for 80 percent cash-out refinances, investor properties, and one- to four-unit properties, Fannie Mae’s Flexible 97SM mortgage, 97 percent loan-to-value ARMs, and FHA loans.

How Desktop Originator on the Internet increases your efficiency

- **Easy-to-use:** Desktop Originator on the Internet features an easy-to-use *Uniform Residential Loan Application* interface that looks very similar to the paper Form 1003. As with the non-Internet versions of Desktop Originator, the Internet user can order credit information and reconcile liabilities and REO, then choose a Desktop Originator sponsoring lender and its respective product for underwriting by Desktop Underwriter.
- **Less data entry:** Internet users can order the credit report early in the process, so the liabilities section and other fields of the Form 1003 are completed automatically. Over time, Desktop Originator on the Internet will continue to add improvements in the workflow so that most of the Form 1003 is automatically populated with needed data from other sources. This feature will be particularly useful for real point-of-sale presentations by originators. Additionally, all users can now import/export Fannie Mae formatted Form 1003 information using leading loan origination software services, thereby eliminating any re-keying of data.
- **Lower cost:** There is no hourly online charge from Fannie Mae when submitting loans using Desktop Originator on the Internet.
- **Competitive advantage:** As the provision of automated underwriting moves to the “point of sale” (where the originator meets the client) and becomes the accepted standard by consumers, wholesale lenders and originators that use traditional methods of transmitting and underwriting loans risk becoming noncompetitive.

How Desktop Originator on the Internet works



Up-to-date information also available

At the Desktop Originator Center, lenders and originators also can learn more about Desktop Originator, view a list of sponsoring wholesale lenders, learn about upcoming Desktop Originator training and events, and even register for training online.

For more information

To find out how easy it is to use Desktop Originator on the Internet, please visit the Desktop Originator Center at www.lioninc.com/desktoporiginator. For more information about being sponsored for Desktop Originator, visit the Desktop Originator Center, talk to your wholesale lender partners, or call Fannie Mae's Desktop Originator Automated Information Line at 1-800-790-3662 for a copy of the most recent Desktop Originator Lender Sponsorship list. Lenders that want more information about LION's services should call LION at 1-800-546-6463.

**LICENSED SOFTWARE
TERMS AND CONDITIONS**

1. Introduction.

Fannie Mae owns or is otherwise authorized to distribute the Licensed Software (as defined below). Unless otherwise provided in the relevant Schedule (as defined below) to this Agreement, the Licensed Software is licensed to Licensee for use by Licensee on a company-wide basis. This Agreement will be effective as of the date set forth on the Fannie Mae Software Subscription Form that forms a part of this Agreement (the "Fannie Mae Software Subscription Form"), and each Schedule to this Agreement will be effective as of the date set forth on the Fannie Mae order form that forms a part of such Schedule.

2. Definitions.

- 2.1 "Authorized User" shall mean an employee of Licensee who, to the extent required by Fannie Mae for specific Licensed Software, has (i) submitted to Fannie Mae a completed written or electronic copy of Fannie Mae's User Registration Form relating to such Licensed Software, and (ii) been issued an individual user identification number and an individual password for the Licensed Software by Fannie Mae. Licensee acknowledges and agrees that actions of Authorized Users shall be deemed to be actions of Licensee.
- 2.2 "Documentation" shall mean the standard end-user manual(s) and quick reference materials that Fannie Mae makes generally available for the Licensed Software, in either hard-copy or electronic form.
- 2.3 "Fannie Mae Hotline" shall mean the telephone software support hotline Fannie Mae makes available to Licensee to facilitate the reporting and resolution of Incidents.
- 2.4 "Fannie Mae Network" shall mean any private computer network(s) operated by Fannie Mae for the mortgage industry, including but not limited to Fannie Mae's MORNETPlus® network.
- 2.5 "Incident" shall mean (i) any irregularity, error, problem or defect resulting from an incorrect functioning of any version of the Licensed Software if such irregularity, error, problem or defect renders the Licensed Software incapable of meeting the material specifications contained in its Documentation or causes incorrect functions to occur, or (ii) an incorrect or incomplete identification, statement or diagram in the Documentation that causes the Documentation to be inaccurate or incomplete in any material respect.
- 2.6 "Licensed Materials" shall mean the Licensed Software and the Documentation.
- 2.7 "Licensed Software" shall mean the computer software described in the first paragraph of Part I of each Schedule to this Agreement. The term "Licensed Software" shall also include any modifications, updates, enhancements and releases to such software which are provided to Licensee by or on behalf of Fannie Mae, from time to time, pursuant to such Schedule(s). Depending upon the Licensed Software in question, all or a portion of the Licensed Software may reside on, and be provided to Licensee through, a Fannie Mae or third-party computer and not be delivered to Licensee.
- 2.8 "Licensee" shall mean the party identified as such on the Fannie Mae Software Subscription Form.
- 2.9 "Losses" shall mean any liabilities, claims, actions, suits, proceedings, judgments, losses, damages, costs and expenses. However, the term "Losses" shall not include legal and other expenses incurred in defending an indemnifiable claim under this Agreement for which the financial responsibilities of the parties are specified in Section 14.
- 2.10 "Marks" shall mean a party's registered or unregistered trade names, trademarks, logos and service marks. Without limiting the generality of the foregoing, Licensee acknowledges that Fannie Mae's Marks include "Fannie Mae®," "MORNET®," "MORNETPlus®" and "MortgageLinks™."
- 2.11 "Proprietary Information" of a party shall mean (i) information disclosed by such party relating to product development strategy and activity, marketing strategy, corporate assessments and strategic plans, pricing, financial and statistical information, accounting information, identity of suppliers, software, systems, processes, formulae, inventions, discoveries, policies, guidelines, procedures, practices, disputes or litigation, (ii) other confidential, proprietary or trade secret information disclosed by such party that is identified in writing as such at the time of its disclosure, (iii) all other confidential, proprietary or trade secret information disclosed by such party, which a reasonable person employed in the mortgage industry would recognize as such, (iv) information relating to such party's employees, contractors or customers which, if released, would cause an unlawful or actionable invasion of privacy, and (v) any compilation or summary of information or data that is itself Proprietary Information. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that the Licensed Materials are the Proprietary Information of Fannie Mae and/or its Third-Party Licensors. For purposes of this Agreement, information shall be deemed to be disclosed by a party if such information is disclosed by any of its officers, employees, directors, contractors, agents or representatives.
- 2.12 "Schedule" shall mean any schedule entered into from time to time pursuant to this Agreement, which schedule (with the exception of Schedule A) refers to this Agreement.

- 2.13 "Seller/Service" shall mean an entity that is a party to a "Mortgage Selling and Servicing Contract" with Fannie Mae.
- 2.14 "Subscription Fees" shall mean all fees set forth in Section 8.1 of this Agreement and Part II of the Schedules(s) hereto.
- 2.15 "Third-Party Licensor" shall mean any third party that licenses or otherwise conveys the right to use and/or distribute any component of the Licensed Materials, owned or otherwise made available by such third party to Fannie Mae, including, but not limited to, any third party that licenses to Fannie Mae the right to provide remote access to its software, data, services or other materials.

3. Grant of Rights and Imposition of Obligations.

- 3.1 License. Subject to the terms and conditions of this Agreement and compliance therewith by Licensee, during the term of this Agreement, Fannie Mae grants Licensee a non-exclusive, non-transferable license (i) to permit its Authorized Users to use the Licensed Software solely in executable form, (ii) to install (if applicable) one copy of any Licensed Software delivered to Licensee by or on behalf of Fannie Mae for each Authorized User of such Licensed Software, and (iii) to use the associated Documentation.
- 3.2 Right to Copy Software. Licensee may not copy the Licensed Software except (i) as necessary to exercise its right to install any Licensed Software delivered pursuant to Section 3.1(ii), and (ii) for making one (1) copy of any Licensed Software installed pursuant to Section 3.1(ii) for backup and archival purposes. Licensee shall reproduce and include Fannie Mae's and any Third-Party Licensor's trademark, trade name, copyright and other proprietary rights notices, legends, symbols or labels appearing on or in the Licensed Software on all copies of the Licensed Software, and all copies shall be subject to all terms, conditions and obligations set forth in or arising under this Agreement.
- 3.3 Right to Copy Documentation. Licensee may copy the Documentation (other than the Documentation of Third-Party Licensors) to the extent necessary to exercise the foregoing licenses. Licensee shall reproduce and include Fannie Mae's trademark, trade name, copyright and other proprietary rights notices, legends, symbols or labels appearing on or in the Documentation on all copies of the Documentation and all copies shall be subject to all terms, conditions and obligations set forth in or arising under this Agreement.
- 3.4 Restrictions on Use; Audit Rights. The foregoing rights to install, use and copy various components of the Licensed Materials shall be subject to the following restrictions:
- (a) Licensee shall not copy or allow copies of the Licensed Materials to be made, except as specifically authorized under this Agreement;
 - (b) Licensee shall only use the Licensed Materials for its own internal business purposes. Without derogating the generality of the foregoing, (i) Licensee shall not use or allow others to use the Licensed Materials in a multiple-use arrangement or as a part of a service bureau, and (ii) Licensee shall only use the Licensed Materials in support of its mortgage industry activities;
 - (c) Licensee shall not resell, sublicense, distribute or otherwise transfer for any purpose any component of the Licensed Materials to any person, firm or entity;
 - (d) Licensee shall not rent, lease, grant a security interest in, or otherwise transfer ownership rights to, the Licensed Materials;
 - (e) Licensee shall not attempt to disassemble, decompile, reverse engineer, derive or otherwise reproduce any part of the source code form of the Licensed Software, except to the extent that such activity is expressly permitted by applicable law;
 - (f) Licensee shall not modify, alter, translate or create derivative works based upon the Licensed Materials;
 - (g) Licensee shall only use the Licensed Materials in the United States, Guam, the Virgin Islands and Puerto Rico and shall only use the Licensed Materials for their intended use, as described in the Documentation; and
 - (h) Licensee shall comply with the terms and conditions of any "shrink-wrap," "click-wrap" or similar notice or message contained in the Licensed Software, once Licensee has accepted the terms and conditions of such notice or message by using the related functionality or service or taking such other action that such notice or message states will constitute acceptance thereof.

Fannie Mae shall have the right, upon reasonable notice to Licensee, to enter Licensee's premises to audit Licensee's use of the Licensed Materials and Licensee agrees to allow Fannie Mae or its representatives access to such facilities, books and records as are reasonably required to audit Licensee's compliance with this Agreement.

- 3.5 Schedule(s). A Schedule shall be entered into for any software licensed pursuant to this Agreement. Each Schedule (with the exception of Schedule A) shall be executed by an authorized signatory of both Licensee and Fannie Mae, unless (i) such Schedule consists of an unaltered version of Fannie Mae's Schedule for such software, in which event such Schedule may be executed by an authorized signatory of Licensee only, or (ii) such Schedule consists of a "shrink-wrap," "click-wrap" or similar

form or medium prepared by Fannie Mae or its Third-Party Licensors, in which event Licensee shall be deemed to have accepted the terms and conditions of such Schedule upon Licensee's use of the related software or service or the taking of such other action that such Schedule states will constitute acceptance thereof. Each Schedule shall be subject to and governed by the terms and conditions of this Agreement, except to the extent, if any, that such Schedule expressly provides otherwise.

- 3.6 Unauthorized Representations. Without the express prior written consent of Fannie Mae, Licensee agrees not to (i) make any representations, statements or suggestions to a third party that purport to be or might reasonably be construed to be made on behalf of Fannie Mae or its Third-Party Licensors, or (ii) make any representations regarding the capabilities of the Licensed Software other than those made by Fannie Mae or its Third-Party Licensors in the most recent version of the Documentation.

4. Ownership of Licensed Materials.

- 4.1 Ownership. Licensee agrees that title and all ownership rights to the Licensed Materials and all copies thereof made by Licensee hereunder, and any and all copyrights, trademarks, trade names, trade secret or patent rights, if any, therein shall reside in Fannie Mae or its Third-Party Licensors, as the case may be. Licensee further acknowledges that (i) the Licensed Materials are protected by copyright and other intellectual property laws and by international treaties, and (ii) Licensee has no rights in the Licensed Materials, except those expressly granted by this Agreement.
- 4.2 Protection. Licensee will take all reasonable measures requested by Fannie Mae, and/or as otherwise provided in this Agreement, to protect the Licensed Materials from any use, reproduction, publication, disclosure or distribution, except as specifically authorized by this Agreement.

5. Delivery.

Fannie Mae shall provide Licensee with the following materials in connection with this Agreement:

- (a) Licensed Software. For each Licensee site at which Licensee plans to use or access specific Licensed Software, Fannie Mae shall deliver one machine-readable copy of any related Licensed Software designed to reside on end-user systems (or make such Licensed Software available electronically, via the Internet, the Fannie Mae Network or otherwise). Such Licensed Software shall be delivered (or made available) following identification of each such site by Licensee in writing or by electronic mail.
- (b) Documentation. Following the licensing of specific Licensed Software pursuant to the relevant Schedule(s), Fannie Mae shall deliver one copy of any related Documentation (or make such Documentation available electronically).

6. Rights and Responsibilities of Licensee.

- 6.1 Hardware; Software; Alternative Systems. Licensee shall be exclusively responsible for (i) providing all hardware and software (other than any Licensed Software) necessary for installing, operating and using any Licensed Software that is to be used at Licensee's premises, and (ii) providing alternative systems when the Licensed Software is not available.
- 6.2 Incident Reporting. Licensee agrees to provide Fannie Mae with data, documentation or other such evidence of Incident(s) that it experiences during the term of this Agreement within one business day of becoming aware of such Incident(s).
- 6.3 Rights in Improvements. Notwithstanding any provision to the contrary in this Agreement, Fannie Mae shall be the sole and exclusive owner of, and Licensee hereby assigns and agrees to assign to Fannie Mae all rights in (i) any changes, modifications, upgrades or enhancements, in design, functionality or otherwise, to the Licensed Materials, the Fannie Mae Network, Fannie Mae's Internet sites and/or any successor products, systems, networks or sites, and (ii) any of Licensee's proposed or suggested changes, modifications, upgrades or enhancements, in design, functionality or otherwise, to the Licensed Materials, the Fannie Mae Network, Fannie Mae's Internet sites and/or any successor products, systems, networks or sites, without any recourse or obligation to Licensee. Licensee acknowledges and agrees that Fannie Mae shall be under no obligation to consider or implement any such changes, modifications, upgrades or enhancements recommended or requested by Licensee.
- 6.4 Rights in Data. Fannie Mae may use, reproduce and retain (i) all data for auditing and other purposes that pertains to loans that Fannie Mae manages or securitizes or in which Fannie Mae has an interest, (ii) all data generated utilizing the Licensed Software that pertains to the functionality or performance of the Licensed Software or resides on the Fannie Mae Network or computer systems operated for the benefit of Fannie Mae, (iii) all data necessary or useful in assisting Fannie Mae in the diagnosis or correction of Incidents, the measurement of software or service usage, the protection or security of the Licensed Software or the Fannie Mae Network (or password protected areas of Fannie Mae's Internet sites), the performance of system or network maintenance, the preparation of billing statements or the evaluation of its software or services, or any improvements, upgrades or enhancements thereto, (iv) all data necessary or useful in performing its obligations under this Agreement, providing reports to Licensee or responding to Licensee requests, and (v) all data that Licensee is required to report or make available to Fannie Mae pursuant to its Mortgage Selling and Servicing Contract, Fannie Mae's Selling and Servicing Guides or any other agreement(s) between Licensee and Fannie Mae.
- 6.5 Software Interfaces. Fannie Mae may, from time to time, provide certain consulting and other services to Licensee, which may include, but not be limited to, software installation and integration services. Fannie Mae and its Third-Party Licensors

make no representations or warranties regarding (i) the availability of any interface between the Licensed Software and third-party software and/or systems, (ii) the availability of access to or by any specific provider of third-party software and/or systems, or (iii) the timing of such interface availability. Further, Licensee acknowledges and agrees that (i) Fannie Mae and its Third-Party Licensors will in no way be responsible for any Losses that may result from Licensee's use of any software and/or systems obtained from any third-party provider, despite the fact that such software and/or systems may interface with the Licensed Software or that Fannie Mae may have provided installation or integration services with respect to the same, and (ii) Licensee shall maintain a direct, independent contractual relationship with any such third-party provider .

- 6.6 Compliance With Law. Licensee acknowledges that its activities, whether or not the Licensed Software is utilized in connection with such activities, may subject Licensee to certain federal and state substantive and disclosure laws and regulations including, without limitation, the Real Estate Settlement Procedures Act, the Truth-in-Lending Act, the Fair Credit Reporting Act, the Equal Credit Opportunity Act and the Home Mortgage Disclosure Act and their implementing regulations and commentary, as applicable. Licensee hereby represents and warrants that it has obtained legal counsel and developed policies, systems and procedures that ensure its full compliance with (i) all federal, state and local laws, rules and regulations applicable to its activities in connection with which the Licensed Software is used, and (ii) all applicable laws, rules, regulations and conventions relating to data privacy, international communications, communications decency and the importation and exportation of software and data. Licensee bears sole responsibility for complying with such laws, rules, regulations and conventions. Such compliance obligations shall in no event be considered imposed upon or shared by Fannie Mae or its Third-Party Licensors by virtue of Licensee's use of the Licensed Software.
- 6.7 User Identification Numbers, Passwords and Digital Certificates. Licensee's access to the Licensed Software may be dependent upon a security access system that may require Licensee and/or each Authorized User to specify a user identification number and password as part of the sign-on procedure. Such security access system may rely, among other things, on the issuance by Fannie Mae (and/or a designated third party) of a digital certificate to an Authorized User, which certificate may incorporate in whole or in part an Authorized User's user identification number and/or password. Licensee represents and warrants that each Authorized User registered with Fannie Mae pursuant to such a system is (i) an employee of Licensee, (ii) authorized to receive digital certificates, and (iii) the individual identified as such on the user registration form submitted to Fannie Mae. Licensee agrees to ensure that any individual password is known only to the appropriate Authorized User. In addition, Licensee agrees to immediately notify Fannie Mae (a) if at any time an Authorized User who has been issued an individual user identification number, password and/or digital certificate (or has been registered to receive any of the foregoing) ceases to be an Authorized User for any reason, including as a result of such User no longer being employed by Licensee, or (b) in the event of any loss, theft or unauthorized disclosure or use of any user identification number, password or digital certificate. Individual user identification numbers, passwords and digital certificates may not be transferred between Authorized Users, and Licensee shall ensure that such transfers do not occur. Fannie Mae may provide functionality within the Licensed Software such that Licensee is able to electronically compare its list of Authorized Users with such a list maintained by Fannie Mae. To the extent such functionality is provided, Licensee shall conduct periodic comparisons of the separately maintained lists, and Licensee shall immediately notify Fannie Mae of any discrepancy revealed by any such comparison. Fannie Mae reserves the right at any time and from time to time to change and/or revoke user identification numbers, passwords and digital certificates issued to Licensee and/or any Authorized User.
- 6.8 Security and Data Retention Procedures. Where Licensee data or other materials reside on a Fannie Mae system, Fannie Mae will use reasonable care to avoid loss, alteration or improper access to Licensee's data and other materials. Fannie Mae may copy, display, store and internally distribute such data and other materials for the purposes of the operation of the Licensed Software. Licensee shall be responsible for implementing appropriate procedures to protect its data and other materials and shall be responsible for security breaches caused by its employees, agents or contractors, including, without limitation, any access or entry into any Fannie Mae or third party system not covered by this Agreement. Such procedures may include, but are not limited to, encrypting material prior to its transmission, utilizing commercially available virus checking programs designed to prevent the transmission and receipt of viruses and other destructive code, implementing appropriate disaster recovery and back-up procedures, and implementing appropriate procedures to prevent disclosure of data and other materials to a party other than the intended recipient. Licensee shall use reasonable care to prevent third parties from gaining access to the Fannie Mae Network or password protected portions of Fannie Mae's Internet sites through Licensee's systems. Licensee is solely responsible for the back-up and restoration of its data and other materials. Licensee shall comply with all reasonable security policies and procedures established by Fannie Mae and communicated to Licensee with respect to the Licensed Software and/or the Fannie Mae Network or Internet sites. Fannie Mae shall have the right to remove any material, the content of which Fannie Mae deems to be in violation of law or any term or condition of this Agreement (including any Schedule). Notwithstanding the foregoing, Fannie Mae shall have no obligation to remove, screen, police, edit or monitor any data or other material generated by Licensee or its employees, agents, contractors, representatives or affiliates.
- 6.9 Data Reporting. If the Licensed Software is designed to facilitate the reporting or other provision of data to Fannie Mae, Licensee shall be responsible for (i) the accuracy and completeness of data input, and (ii) assuring that the proper Licensee personnel review and approve any notification, information or request submitted to Fannie Mae via the Licensed Software prior to its transmission. Fannie Mae is hereby authorized to conclusively rely on the accuracy and genuineness of any information conveyed to Fannie Mae using such Licensed Software, and shall be under no obligation to authenticate the source of, or verify the accuracy of, any such information.
- 6.10 Indemnification. Notwithstanding the provisions of Section 12.1 hereof, Licensee shall indemnify and hold harmless Fannie Mae, its Third-Party Licensors and each of the foregoing entities' affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors and assigns, as such, from and against any Losses which arise out of or result from any third-party claim relating to (i) Licensee's use of the Licensed Materials in conjunction with any third-party system as referenced in Section 6.5 of this Agreement, (ii) any act or omission of Licensee in connection with this Agreement or the

Licensed Software (except to the extent that Fannie Mae or its Third-Party Licensors caused such Losses), (iii) any software, information or data provided by or on behalf of Licensee, (iv) any breach of Section 3.4, 3.6, 6.6, 6.7 or 6.8 of this Agreement, and/or (v) any defamatory or illegal, or allegedly defamatory or illegal, material transmitted by Licensee (or any person or entity that gains access to the Licensed Software through Licensee or pursuant to this Agreement).

7. Support.

- 7.1 **Fannie Mae Support.** During the hours posted on the applicable Fannie Mae Network or the applicable Fannie Mae Internet site or otherwise provided to Licensee from time to time, Fannie Mae personnel will be available to Licensee via the Fannie Mae Hotline to respond to technical questions regarding the functionality of the Licensed Software, and to help Licensee identify, verify and resolve Incidents occurring on, or with respect to, the Licensed Materials. In addition, Fannie Mae shall provide the installation services (if any) specified in the Schedule(s) hereto. Such services shall constitute the sole and exclusive support services to be provided by Fannie Mae to Licensee under this Agreement. Unless otherwise agreed by Fannie Mae in writing, Licensee shall only use the most recent version of the Licensed Materials provided (or otherwise made available) by Fannie Mae, and will follow Fannie Mae's instructions concerning the return or destruction of any prior versions of the Licensed Materials. Licensee agrees to provide Fannie Mae with remote access to the Licensed Software and related software to the extent necessary to enable Fannie Mae to (i) determine the version of the Licensed Materials being utilized by Licensee, and (ii) download to Licensee the current version of the Licensed Materials. This Section shall not be interpreted to require Fannie Mae to (i) develop and release any upgrades or enhancements to the Licensed Materials, or (ii) provide Licensee with any upgrade or enhancement that Fannie Mae decides, in its sole discretion, to make available as a separately priced item or only on a limited basis.
- 7.2 **Licensee Contacts.** With respect to each Schedule entered into pursuant to this Agreement, Licensee shall assign one technical contact and one alternate, who shall have primary responsibility for all communications with Fannie Mae's technical support representatives with respect to the subject matter of such Schedule. Such contacts shall have sufficient technical expertise, training and experience for Licensee to perform its obligations hereunder.

8. Fees, Taxes and Billing.

- 8.1 **Subscription Fees.** Licensee agrees to pay the connection charges and other charges (if any) for the Licensed Materials ordered or used by Licensee, as set forth on the Fannie Mae licensed software rate sheet (or product-specific rate sheet) made available to Licensee or posted on the applicable Fannie Mae Network or applicable Internet site. Fannie Mae may increase or decrease such charges from time to time and Licensee agrees to pay any such adjusted charges; provided that notice of such adjustment shall be provided by posting on the applicable Fannie Mae Network or applicable Internet site, or otherwise provided to Licensee, (i) on or before its effective date with respect to fees which constitute pass-through charges from Third-Party Licensors or other vendors, and (ii) at least twenty (20) days' before its effective date with respect to all other charges. In addition, Licensee agrees to pay Fannie Mae any applicable charges set forth in Part II to the Schedule(s) to this Agreement.
- 8.2 **Taxes.** In addition to the Subscription Fees, Licensee shall pay or reimburse Fannie Mae on demand for all current and future federal, state and local taxes imposed on the possession or use of the Licensed Software, any services provided hereunder and any fees payable hereunder, excluding, however, any taxes assessed on Fannie Mae's net income.
- 8.3 **Billing.** Except as expressly provided in the relevant Schedule(s), Licensee will be billed monthly in arrears for Subscription Fees at the address set forth in the Fannie Mae Software Subscription Form (or the relevant Fannie Mae customer change request form). Payment is due upon receipt of invoice. Accounts not paid within thirty (30) days of the date of the invoice shall be deemed delinquent and are subject to late charges at a variable annual rate that is three (3) percentage points above the prime rate published in the Wall Street Journal, or at the maximum rate permitted by law, whichever is less, commencing on the date of the invoice, plus all costs of collection, including, without limitation, reasonable attorneys' fees. Fannie Mae reserves the right to suspend Licensee's access to the Fannie Mae Network, Fannie Mae's password protected Internet sites or any Licensed Software if Licensee's account is delinquent.

9. Confidentiality.

- 9.1 Protection. All Proprietary Information disclosed by one party to the other in the course of performing under this Agreement or to which the other gains access in connection with this Agreement shall be deemed to be the property of the disclosing party, or the appropriate Third-Party Licensor (or other third-party owner), as the case may be. The receiving party agrees to (i) receive such Proprietary Information in confidence, (ii) use reasonable efforts to maintain the confidentiality of such Proprietary Information and not disclose such Proprietary Information to third parties (except for the receiving party's representatives, agents and contractors who have a need to know, are under a duty of non-disclosure with respect to such information, and are acting for the sole benefit of the receiving party), which efforts shall accord such Proprietary Information at least the same level of protection against unauthorized use and disclosure that the receiving party customarily accords to its own information of a similar nature, (iii) use or permit the use of such Proprietary Information solely in accordance with the terms of this Agreement, and (iv) promptly notify the disclosing party in writing of any actual or suspected loss or unauthorized use, disclosure or access of the disclosing party's Proprietary Information of which it becomes aware. The terms and conditions of this Agreement (as well as all information regarding the negotiation of this Agreement) shall be deemed to be the Proprietary Information of both parties. If Licensee is a government agency, Licensee agrees that it shall comply fully with the Trade Secrets Act (18 U.S.C. §1905) or other applicable law with regard to the Proprietary Information. Each party agrees that it shall 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. Each party also agrees that it shall 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).
- 9.2 Exclusions. The restrictions on use and disclosure set forth above shall not apply when, and to the extent that the Proprietary Information: (i) is or becomes generally available to the public through no fault of the receiving party (or anyone acting on its behalf); (ii) was previously rightfully known to the receiving party free of any obligation to keep it confidential; (iii) is subsequently disclosed to the receiving party by a third party who may rightfully transfer and disclose such information without restriction and free of any obligation to keep it confidential; (iv) is independently developed by the receiving party or a third party without reference to the disclosing party's Proprietary Information, or (v) is required to be disclosed by the receiving party as a matter of law, provided that the receiving party uses all reasonable efforts to provide the disclosing party with at least ten (10) days' prior notice of such disclosure and the receiving party discloses only that portion of the Proprietary Information that is legally required to be furnished pursuant to the opinion of legal counsel of the receiving party. Notwithstanding the foregoing, neither party shall disclose, or permit the disclosure of, the terms or conditions of this Agreement without the prior written consent of the other party, except (A) as provided in Section 9.2(v) above, (B) to the extent necessary to permit the exercise of its rights or the performance of its obligations under this Agreement, or (C) to seek advice from its attorneys, accountants or other professional advisors.

10. Publicity; Marks.

- 10.1 Approval Procedure. Each party will submit to the other party for its prior approval, which approval may be withheld at such party's sole discretion, that portion of any press release, Internet posting, marketing, advertising, promotional or similar materials referencing the other party and/or its Marks in connection with this Agreement (the "Materials"). Once approved, such Materials may be reused until such approval is withdrawn pursuant to Section 10.2. Notwithstanding the foregoing, the parties agree that statements of fact made in routine correspondence with specific customers shall not constitute "Materials."
- 10.2 Withdrawal of Approval. The rights granted in Section 10.1 may be withdrawn at any time by the granting party upon reasonable prior written notice. In the event of such withdrawal, existing inventories of tangible Materials may be depleted.
- 10.3 Exclusion. Notwithstanding the foregoing provisions of this Section 10 and subject to the provisions of Section 9, either party may provide disclosures as required by law or as reasonably advised by legal counsel without the consent of the other party, and in such event prompt notice thereof shall be provided to the other party.
- 10.4 Ownership of Marks. Each party acknowledges and agrees that (i) the other party's Marks are and shall remain the sole property of the other party, (ii) nothing in this Agreement shall confer in a party any right of ownership or license rights in the other party's Marks, and (iii) neither party shall register the other party's Marks in any jurisdiction. In addition, Licensee acknowledges and agrees that (i) the Marks of Third-Party Licensors are and shall remain the sole property of such Third-Party Licensors, (ii) nothing in this Agreement shall confer in Licensee any right of ownership or license rights in the Marks of Third-Party Licensors, and (iii) Licensee shall not register the Marks of Third-Party Licensors. Without limiting the generality of the foregoing, Licensee agrees not to use or adopt any trade name, trademark, logo or service mark which is so similar to Fannie Mae's Marks or the Marks of Third-Party Licensors as to be likely to cause deception or confusion, or which is graphically or phonetically similar to any of Fannie Mae's Marks or the Marks of Third-Party Licensors.
- 10.5 Legend Requirement. Unless otherwise agreed in writing, when using the other party's Marks pursuant to this Agreement, a party shall take all reasonable measures required to protect the other party's rights in such Marks, including, but not limited to, the inclusion of a prominent legend identifying such Marks as the property of the other party. In addition, Licensee shall include a legend to the effect that its use of Fannie Mae's name or Marks is for illustration purposes only and does not represent an endorsement of Licensee's products or services by Fannie Mae.

11. Warranty.

11.1 Warranty.

- (a) Fannie Mae warrants to Licensee that the media containing the Licensed Software delivered to Licensee will be free from defects in materials and workmanship under normal use for a period of sixty (60) days from the date of original delivery to Licensee pursuant to a Schedule hereto (the "Warranty Period"). If a defect in such media occurs during the Warranty Period, the defective media may be returned to Fannie Mae, and Fannie Mae will replace such media without charge.
- (b) Fannie Mae warrants that the Licensed Software owned by Fannie Mae shall perform substantially in accordance with the Documentation during the Warranty Period. In the event any Licensed Software provided pursuant to a Schedule hereto does not so perform during the Warranty Period, Licensee shall, prior to the expiration of the Warranty Period, document the instance(s) of nonperformance to Fannie Mae in writing. Subject to the foregoing, Fannie Mae will (at its option) either repair or replace such Licensed Software or terminate the applicable Schedule(s) and provide Licensee a refund of any Subscription Fees actually paid by Licensee for such Licensed Software for the month prior to the written notification to Fannie Mae. If requested by Fannie Mae, Licensee will return any components of the related Licensed Materials and any copies thereof in Licensee's possession.
- (c) The remedies set forth in this Section 11.1 shall be the sole and exclusive remedies available to Licensee for any breach of warranty under this Section 11.1.

11.2 THE WARRANTIES SET FORTH IN SECTION 11.1 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY FANNIE MAE IN CONNECTION WITH THE LICENSED MATERIALS, ANY COMPONENT THEREOF, ANY RELATED SERVICES OR OTHERWISE UNDER THIS AGREEMENT. FANNIE MAE AND ITS THIRD-PARTY LICENSORS HEREBY EXPRESSLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND ANY WARRANTIES OF NON-INFRINGEMENT. BETA AND/OR PILOT VERSIONS OF THE LICENSED MATERIALS ARE PROVIDED "AS IS."

11.3 Without derogating the generality of the foregoing, Fannie Mae and its Third-Party Licensors specifically do not warrant that (i) the Licensed Software or any components thereof will perform without interruption or error, or that all Incidents will be corrected, (ii) the Licensed Materials (including the data and other information contained therein) will meet Licensee's requirements, (iii) the Licensed Software will operate in the configuration which Licensee may select for use, or (iv) data or other information generated by or contained in the Licensed Software will be accurate or complete. Neither Fannie Mae nor its Third-Party Licensors shall be responsible for the accurate or complete transmission of data or other materials. The warranties set forth in Section 11.1 shall not apply to any irregularities, errors, problems or defects arising from (i) modification of the Licensed Software by any party other than Fannie Mae or from accident, neglect, abuse, misuse or misapplication, (ii) failure of Licensee to provide a suitable installation and operating environment, including but not limited to, failure to use supplies, materials, software and hardware platforms that meet the specifications set forth in the Documentation, (iii) Licensee's incorporation, attachment or engagement of any attachment, feature, program or device to the Licensed Software, if the Licensed Software would have conformed to the warranty set forth in Section 11.1 but for such incorporation, attachment or engagement, (iv) use of the Licensed Software outside the scope of its intended purpose, as described in the Documentation, or (v) Licensee's failure to incorporate any update previously released by Fannie Mae that corrects such item. Fannie Mae reserves the right to (i) modify any Licensed Materials or substitute any materials contained therein so long as the new materials do not materially affect the functionality of the Licensed Software, and (ii) discontinue the licensing and/or support of any Licensed Materials.

12. Limitation of Liability.

12.1 EXCEPT WITH RESPECT TO ANY BREACH OF SECTION 3 OR SECTION 9 HEREOF, IN NO EVENT SHALL EITHER PARTY, OR ANY THIRD-PARTY LICENSOR, OR THEIR RESPECTIVE AFFILIATES, PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS, AS SUCH, BE LIABLE TO THE OTHER PARTY OR ANYONE CLAIMING UNDER OR THROUGH THE OTHER PARTY FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LICENSED MATERIALS OR ANY RELATED SOFTWARE, SERVICES OR INFORMATION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS (EXCLUDING FANNIE MAE'S PROFITS UNDER THIS AGREEMENT), INTEREST, REVENUE, DATA OR USE, OR INTERRUPTION OF BUSINESS, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER BASED UPON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN ADDITION, FANNIE MAE AND ITS THIRD-PARTY LICENSORS, AND THEIR RESPECTIVE AFFILIATES, PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AS SUCH, SHALL HAVE NO LIABILITY FOR LOSSES RESULTING FROM UNAUTHORIZED USE OF THE LICENSED MATERIALS BY LICENSEE OR THOSE GAINING ACCESS TO THE LICENSED MATERIALS, THE FANNIE MAE NETWORK OR FANNIE MAE'S PASSWORD PROTECTED INTERNET SITES AS A RESULT OF LICENSEE'S ACTS OR OMISSIONS.

12.2 INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL THE TOTAL

CUMULATIVE LIABILITY OF FANNIE MAE AND ITS THIRD-PARTY LICENSORS (AND THEIR RESPECTIVE AFFILIATES, PARTNERS, OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AS SUCH), TO LICENSEE OR ANY THIRD PARTY CLAIMING UNDER OR THROUGH LICENSEE FOR ANY AND ALL LOSSES, INCLUDING, WITHOUT LIMITATION, CAUSES OF ACTION AND CLAIMS BASED UPON BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, DUTY TO WARN AND STRICT LIABILITY), BREACH OF WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE LICENSED MATERIALS OR ANY RELATED SOFTWARE, SERVICES, OR INFORMATION, EXCEED THE TOTAL SUBSCRIPTION FEES RECEIVED BY FANNIE MAE FROM LICENSEE UNDER THE RELEVANT SCHEDULE DURING THE CONSECUTIVE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE FIRST SUCH EVENT GIVING RISE TO SUCH LIABILITY (OR \$25,000.00, WHICHEVER IS GREATER).

- 12.3 FANNIE MAE AND LICENSEE EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN (i) REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING, WITHOUT LIMITATION, THE POSSIBILITY THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS) AND THAT THE AMOUNTS PAYABLE TO FANNIE MAE PURSUANT TO THIS AGREEMENT REFLECT SUCH ALLOCATION OF RISK, WITHOUT WHICH FANNIE MAE WOULD NOT HAVE BEEN WILLING TO ENTER INTO THIS AGREEMENT, AND (ii) FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

13. Intellectual Property Indemnity.

- 13.1 Notwithstanding the provisions of Section 12.1 hereof, Fannie Mae shall indemnify and hold harmless Licensee and its affiliates, partners, officers, employees, directors, agents, contractors, representatives, successors and assigns, as such, from and against any Losses which arise out of or result from any third-party claim that Fannie Mae does not have sufficient right, title or interest in the Licensed Software or the Documentation to enter into this Agreement or that the Licensed Software or Documentation owned by Fannie Mae violates a United States patent in existence on the date of delivery, copyright, trademark, trade secret or other United States intellectual property right of any third party.
- 13.2 In the event that any such claim is made, or in Fannie Mae's opinion is likely to be made, Fannie Mae reserves the right, in its sole discretion, (i) to procure for Licensee the right to continue to use the Licensed Software and the Documentation, (ii) to replace the Licensed Software or the Documentation to avoid infringement, (iii) to modify the Licensed Software or the Documentation to avoid infringement, or (iv) to terminate the relevant license(s) and Schedule(s) to this Agreement without further cost, charge, liability or penalty to either party relating to such termination.
- 13.3 Fannie Mae and its Third-Party Licensors shall have no obligation to the extent that any claim of infringement is based upon Licensee's (i) use of the Licensed Software or the Documentation in violation of this Agreement, (ii) modification or marking of the Licensed Software or the Documentation, or any portion thereof, where, in the absence of such modification or marking, the Licensed Software or Documentation would not be infringing (unless such modification or marking has been specifically authorized in writing by Fannie Mae), (iii) use of the Licensed Software or the Documentation in combination with other software, documentation, hardware or data, if use without such software, documentation, hardware or data would not be infringing, (iv) use of a superseded version of the Licensed Software or the Documentation if infringement could have been avoided by the use of the current version, (v) use of the Licensed Software or the Documentation in practicing any infringing process, (vi) use of the Licensed Software in a manner for which it was not designed, (vii) activities after Fannie Mae has notified Licensee that Fannie Mae believes such activities may result in such infringement, (viii) designs, specifications or instructions, or (ix) use of any marks other than Fannie Mae's Marks pursuant to Section 10.1.
- 13.4 THE PROVISIONS SET FORTH IN THIS SECTION 13 SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES AND FANNIE MAE'S SOLE LIABILITIES AND OBLIGATIONS FOR ANY CLAIMS BROUGHT AGAINST LICENSEE BASED UPON INTELLECTUAL PROPERTY INFRINGEMENT, WHETHER UPON THE THEORY OF WARRANTY, INDEMNITY OR OTHERWISE.

14. **Indemnification Procedures and Subrogation.**

- 14.1 **Procedures.** Promptly after receipt by any person entitled to indemnification under this Agreement (the "Indemnified Party") of notice of a claim, or of the commencement (or threatened commencement) of any civil, criminal, administrative or investigative action or proceeding involving a claim, in respect of which the Indemnified Party will seek indemnification pursuant to this Agreement, the Indemnified Party shall promptly notify the party that is obligated to provide such indemnification (the "Indemnifying Party") of such claim in writing. No failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages or prejudice attributable to such failure. Except as provided in Section 14.2, the Indemnifying Party shall be entitled to have sole control over the response to, defense and settlement of such claim, provided that, within fifteen (15) days after receipt of such written notice, the Indemnifying Party notifies the Indemnified Party of its election to so assume full control. In the event the Indemnifying Party does elect to so assume control: (i) the Indemnified Party shall be entitled to participate in the response to such claim and to employ counsel at its own expense to assist in the handling of such claim, (ii) the Indemnifying Party shall obtain the prior written approval of the Indemnified Party (which approval shall not be unreasonably withheld or delayed) before entering into any settlement of such claim or ceasing to defend against such claim if such settlement or cessation would cause injunctive relief to be imposed against the Indemnified Party, and (iii) the Indemnifying Party shall promptly reimburse the Indemnified Party for any legal expenses reasonably incurred by the Indemnified Party in connection with the defense of such claim prior to the Indemnified Party's receipt of the Indemnifying Party's notice of its election to assume full control over the response to such claim. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control, the Indemnifying Party shall not be liable to the Indemnified Party for any further legal expenses incurred by such Indemnified Party in connection with the defense of that claim. If the Indemnifying Party does not assume sole control over the response to such claim as provided in this Section, the Indemnifying Party may participate in such response and the Indemnified Party shall have the right to respond to and defend the claim in such manner as it may deem appropriate, at the reasonable cost and expense of the Indemnifying Party, who shall be bound by any settlement. The Indemnifying Party shall promptly reimburse the Indemnified Party for such costs and expenses.
- 14.2 **Exclusion.** Notwithstanding anything set forth in Section 14.1 to the contrary, in the event an Indemnified Party reasonably believes and so notifies the Indemnifying Party in writing that the applicable claim, even if fully indemnified for, is reasonably likely to have a material adverse effect on the Indemnified Party, then the Indemnifying Party shall not have the right to control the response to, defense and settlement of such claim, but shall have the right to employ separate counsel at its own expense to assist in the handling of such claim by the Indemnified Party. In such an event, (i) the Indemnified Party and its counsel shall consult, wherever reasonably practicable, with the Indemnifying Party and its counsel with respect to the status of the claim and any related litigation or proceedings, and (ii) the Indemnified Party shall bear the expense of its counsel.
- 14.3 **Settlement.** Where an Indemnifying Party has been given notice of a claim and assumed its responsibility to defend with respect thereto, the Indemnifying Party shall not be required to indemnify an Indemnified Party for any amount paid or payable by such Indemnified Party in the settlement of any claim which was agreed to without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.
- 14.4 **Subrogation.** In the event that an Indemnifying Party shall be obligated to indemnify an Indemnified Party pursuant to this Agreement, the Indemnifying Party shall, upon payment of such indemnity in full, be subrogated to all rights of the Indemnified Party with respect to the claims and defenses to which such indemnification relates.

15. **Term and Termination.**

- 15.1 **Term.** This Agreement and any Schedule(s) entered into hereunder will remain in full force and effect until terminated as provided herein. All Schedules entered into pursuant to this Agreement shall be deemed terminated upon termination of this Agreement.
- 15.2 **Termination for Cause.** Either party may terminate this Agreement or any Schedule hereto upon thirty (30) days' prior written notice describing a material breach by the other party of any term or condition of this Agreement or any Schedule hereto, which breach has not been cured by the breaching party during such thirty (30) day notice period. Fannie Mae may terminate this Agreement or any Schedule hereto, effective immediately, upon notice to Licensee in the event (i) of any material breach by Licensee of the provisions of Section 3.4, Sections 6.6 through 6.8 or Section 9 hereof, or (ii) Licensee attempts to cause or causes the Licensed Software 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. In addition, this Agreement will terminate automatically if (i) Licensee 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 (ii) Licensee is a party to a Mortgage Selling and Servicing Contract with Fannie Mae that is terminated.
- 15.3 **Termination for Convenience.** Either party may terminate this Agreement or any Schedule hereto without cause upon ninety (90) days' prior written notice to the other.

- 15.4 Survival. Neither party shall have any continuing obligations to the other upon the effective date of termination except that (i) Licensee shall pay Fannie Mae all Subscription Fees accrued and owing prior to the date of termination and any late charges relating thereto, and (ii) any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 3.6, 4, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 8.2, 8.3, 9, 10, 11.2, 11.3, 12, 13, 14, 15.4, 15.5 and 16 of this Agreement and Paragraphs 1 and 2 of Schedule A hereto, shall survive any termination of this Agreement.
- 15.5 Certain Licensee Termination Obligations. Upon termination of a Schedule, Licensee shall be obligated to (i) immediately cease using the related Licensed Materials, and (ii) to destroy all copies of the Licensed Materials delivered (or made available) pursuant to Section 5 or made by Licensee that are the subject of such Schedule. Upon request from Fannie Mae, Licensee shall provide Fannie Mae with prompt written certification of its compliance with the foregoing, executed by a duly authorized officer of Licensee.

16. General Provisions

- 16.1 Assignment. This Agreement may not be assigned by Licensee to any other person(s), firm(s), corporation(s) or other entities (by operation of law or otherwise) without the prior express written approval of Fannie Mae, and any attempt to assign without such approval shall be void and shall be deemed to be a material breach of this Agreement.
- 16.2 Notices. Unless otherwise specified in this Agreement, all notices, requests, demands, and other communications (other than routine operational or billing communications) required or permitted hereunder shall be in writing (with electronic mail or Fannie Mae postings to the Fannie Mae Network or Fannie Mae Internet sites deemed to be a "writing" for this purpose) and shall be deemed to have been received by a party (i) when actually received in the case of hand delivery against a signed receipt, (ii) two (2) business days after being given to a reputable overnight courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile, (iv) upon receipt, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, (v) one (1) day after transmission by electronic mail with a copy sent by United States mail within 48 hours of such transmission, or (vi) upon posting by Fannie Mae to the applicable Fannie Mae Network or the applicable Fannie Mae Internet site, and (i) with respect to Fannie Mae, addressed to "Fannie Mae Software Registrar" at the address and/or facsimile number set forth on the Fannie Mae Software Subscription Form, and (ii) with respect to Licensee, addressed to Licensee's point of contact, address and/or facsimile number set forth on the Fannie Mae Software Subscription Form (unless Licensee is a Seller/Service, in which case communications may be sent to the point of contact, address and/or facsimile number ordinarily used by Fannie Mae for transmittal to Licensee of bulletins issued in connection with Fannie Mae's Selling and Servicing Guides). A party may from time to time change its address, facsimile number or designee for notification purposes by giving the other party prior written notice of the new address, facsimile number or designee and the date upon which such change will become effective.
- Any Licensee that is a Seller/Service shall also be deemed to have notice of any matter published in Fannie Mae's Selling and Servicing Guides and any bulletin, lender letter, announcement or other communication issued thereunder.
- In addition to the provisions set forth in the first paragraph of this Section 16.2, bulletins issued pursuant to Section 16.6 of this Agreement shall be deemed to have been received by Licensee (i) three (3) days after being mailed by United States mail, postage pre-paid, (ii) one (1) day after transmission by electronic mail, or (iii) upon posting to the applicable Fannie Mae Network or the applicable Fannie Mae Internet site.
- 16.3 Governing Law; Severability. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the District of Columbia, without reference to or application of its conflicts of law principles. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, void or unenforceable by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remainder of this Agreement shall remain in full force and effect.
- 16.4 Force Majeure. Neither party shall be responsible for delays or failure of performance (other than the payment of money) resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of vendors to perform, governmental regulations, power failures, earthquakes, or other disasters.
- 16.5 Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction or limitation upon any of the provisions of this Agreement.
- 16.6 Issued Bulletins; Amendments. Fannie Mae may issue hard-copy bulletins or electronic bulletins (via electronic mail or posted on the applicable Fannie Mae Network or the applicable Fannie Mae Internet site), from time to time, amending this Agreement (or any Schedule(s) hereto) on a prospective basis, effective on the date specified by Fannie Mae in the bulletin. Each bulletin shall be issued at least twenty (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. Licensee shall have the right

to reject any bulletin by providing written notice to Fannie Mae within fifteen (15) days after receipt of such bulletin. In the event that Licensee rejects any bulletin, Fannie Mae shall be entitled to terminate this Agreement or any Schedule(s) hereto, effective either (i) as of the effective date of such bulletin, (ii) upon receipt by Licensee of Fannie Mae's termination notice, or (iii) upon the termination date set forth in such notice, whichever is later. Unless Licensee provides such rejection notice within the aforementioned fifteen (15) day period, Licensee shall be deemed to have consented to such amendments and such amendments shall form part of this Agreement (or any Schedule(s) hereto) as of the effective date of such bulletin. Otherwise, the terms of this Agreement (including any Schedule(s) hereto) may be amended solely by a writing expressly purporting to create an amendment or supplement to this Agreement and executed by a duly authorized representative of each party to be bound thereby. This Agreement (including the Schedule(s) hereto) may not be amended by any purchase order or other written instrument submitted by Licensee, whether or not formally rejected by Fannie Mae. Terms or conditions contained in a Schedule that modify or supplement this Agreement shall only take precedence over this Agreement with regard to the subject matter of such Schedule.

- 16.7 Entire Agreement. Except as expressly provided in this Agreement, no representations or statements of any kind made by either party that are not expressly stated herein or in any amendment or Schedule hereto shall be binding on such party. The parties agree that this Agreement (including the Schedule(s) hereto) shall constitute the complete and exclusive statement of the agreement between them, and supersedes all prior or contemporaneous communications, proposals or agreements, oral or written, relating to the subject matter hereof. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that this Agreement supersedes and replaces any currently outstanding agreement(s) between Licensee and Fannie Mae that incorporate(s) Fannie Mae's "MORNETPlus Terms and Conditions," "MORNETPlus Software License and Subscription Agreement Terms and Conditions," "MortgageLinks Terms and Conditions," "MortgageLinks Software License and Subscription Agreement Terms and Conditions," or "Licensed Software Terms and Conditions." Any schedules entered into pursuant to such agreement(s) shall be deemed to be Schedules under this Agreement without further action on the part of either party; provided, however, that any schedule entered into pursuant to such agreement(s) with respect to the "MORNETPlus Foundation/Communications Package" is hereby replaced by Schedule A hereto.

In addition, without limiting the generality of the foregoing, Licensee acknowledges and agrees that Fannie Mae may, from time to time, provide Licensee with marketing materials and other information (including, but not limited to, press releases, Internet postings, responses to written and telephonic inquiries, fact sheets, periodic reports, product support information and other customer communications materials) relating to the Licensed Materials and other products or services and that such materials or other information will not be deemed to (i) include any representation or warranty by Fannie Mae or its Third-Party Licensors unless such materials or information expressly provide that a particular statement is a representation or a warranty for purposes hereof, (ii) form part of this Agreement unless such materials or information (or this Agreement) expressly provide otherwise, or (iii) constitute an inducement for Licensee to enter into or extend the term of this Agreement.

- 16.8 Jurisdiction. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the courts located within the District of Columbia, and Licensee hereby consents to the jurisdiction of such courts and irrevocably waives any objections thereto, including without limitation, on the basis of improper venue or forum non conveniens.

- 16.9 Third-Party Beneficiaries. The parties acknowledge and agree that applicable Third-Party Licensors are intended beneficiaries of this Agreement and shall be entitled to rely upon and directly enforce the terms and conditions hereof. Except as provided in the foregoing sentence, nothing in this Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither party shall make any representations to the contrary.

- 16.10 Restricted Rights. If Licensee is any unit or agency of the U.S. Government, then the following provision applies:

U.S. GOVERNMENT RIGHTS

Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. Fannie Mae, 3900 Wisconsin Ave., N.W., Washington, D.C. 20016.

- 16.11 Foreign Users. Except for Canadian citizens using the Licensed Software in the United States, Licensed Software shall not be used by any foreign entity or foreign person, as defined by United States government export control regulations, including, without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States. Licensee hereby represents and warrants that it is not a foreign person or entity or under control of a foreign person or entity.
- 16.12 Facsimiles: Other Documents. The parties acknowledge and agree that copies of executed documents received via facsimile transmission shall be deemed to be originals for all purposes. The parties further acknowledge and agree to the validity and enforceability of Fannie Mae's shrink-wrap, click-wrap and similar forms of agreement which the parties may enter into from time to time in connection with the Licensed Software, this Agreement and/or other Fannie Mae products and services.
- 16.13 No Implied Waiver. No term, provision or clause of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and executed by a duly authorized representative of the party to be bound thereby. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.
- 16.14 Independent Parties. The parties are independent contractors. Nothing in this Agreement shall be construed to make the parties partners, joint venturers, representatives or agents of each other, nor shall either party so represent to any third person. No employer-employee relationship is intended to be created by this Agreement.

SCHEDULE A

FOUNDATION/COMMUNICATIONS SOFTWARE PACKAGE(S)

Part I

LICENSED SOFTWARE/ADDITIONAL TERMS

1. Licensed Software. If provided to Licensee, the following software is licensed pursuant to this Schedule:

Foundation/Communications Software Package(s). Fannie Mae's foundation/communications software package(s) (including, but not limited to, the software package known as the "MORNETPlus Foundation"), which, among other things, provides a platform for the operation of other Fannie Mae applications and/or is designed to permit Licensee to access certain software resident on Fannie Mae servers or the servers of Third-Party Licensors. Such software may contain certain Fannie Mae proprietary software and/or certain third-party software embedded or bundled therewith.

2. Additional License Restrictions. In addition to the license restrictions set forth in the Agreement, Licensee agrees that it shall not use the Foundation/Communications Software Package(s) on a stand-alone basis or independently of software licensed to it by Fannie Mae.

Part II

PRICING

Fannie Mae hereby acknowledges and agrees that it will not impose a separate charge for Licensee's use of the Foundation/Communications Software Package(s) during the term of this Agreement, provided that Licensee complies with the provisions of Paragraph 2 of this Schedule A.

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Desktop Originator[®]

Price information for originators

Direct costs*

Software	Free of charge
Monthly subscription charge	Free of charge
Per-loan charge	\$15.00 per loan
Connect charges**	<ul style="list-style-type: none"> • \$5.95 per hour with local MORNETPlus[®] telephone number • \$8.95 per hour with optional 1-888 MORNETPlus telephone number • For Dedicated Network Solution customers, per agreement • \$12.00 per hour if none of the above options is applicable
Training (optional)	\$125.00 per full-day training class
We will draft these charges from the account you specify on the Drafting Authorization form or Credit Card Payment Authorization form.	

* Application pricing is subject to change at any time.

** If you select a local phone number connection, the software will automatically attempt to connect at the lowest priced online charge. If unable to connect, the software will then step up to the next price level.

Related fees

Credit report price range (includes three-in-file merged credit report and all required FICO Scores)		
	Low cost	High cost
- For single borrowers	\$9.65	\$18.00
- For married borrowers (joint reports)	\$14.55	\$18.00
Prices vary based on the credit information provider you choose. You will be billed directly by participating credit information providers.		

Desktop Originator®

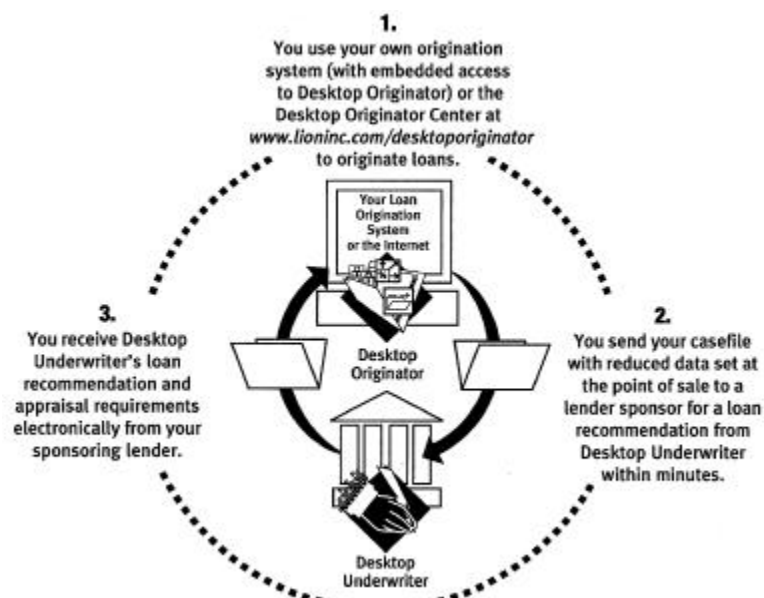
Your direct channel to lender-sponsored automated underwriting

Desktop Originator is a state-of-the-art system tailored to wholesale lending that can help you generate more loans, gain a competitive edge in your market, boost your profitability, and enhance your customer service.

With Desktop Originator, you can:

- **Automate your communications and wholesale transactions** with connections to all of your wholesale lender partners. (Contact your sponsoring wholesale lenders to see if they subscribe to Desktop Originator.)
- **Get fast underwriting responses** from lender sponsors that use Desktop Underwriter®, Fannie Mae's automated underwriting system. Through the Desktop Originator Gatekeeper feature, lenders can give you direct access to underwriting recommendations within minutes. As a result, you can respond quickly to your clients, providing them with a valuable service.
- **Eliminate extra work with streamlined documentation and clear conditions**, as the system details the minimum requirements for income and asset verification, credit-related documentation, and appraisal fieldwork.
- **Save time and money with streamlined property valuation and reporting options** available exclusively through Desktop Originator and Desktop Underwriter.
- **Obtain automated underwriting recommendations** from Desktop Underwriter through your sponsoring lender. Desktop Underwriter uses statistically based underwriting models and then issues a recommendation based on the assessment of the overall risk profile of the loan.
- **Offer more products** to your clients through your sponsoring lender, including loans for 80 percent cash-out refinances, investor properties, and one- to four-unit properties, Fannie Mae's Flexible 97SM, 95 percent loan-to-value ARMs, and FHA loans.
- **Access the system two ways** – through the Internet via the LION (Lenders Interactive Online Network) Desktop Originator Center at www.lioninc.com/desktoporiginator or the Fannie Mae MORNETPlus® Network.

How it works



Functions

- **Embedded access.** The standard features of Desktop Originator – including importing/exporting loan applications, ordering credit reports, and submitting loans for Desktop Underwriter recommendations – can be accessed directly from the following loan origination systems: Byte’s The Qualifier Series, Calyx® POINT® for Windows®, Contour’s The Loan Handler, and Genesis 2000® – as well as others. When you use these loan origination systems, you will avoid inputting loan information twice. Contact your loan origination system vendor directly to learn the status of its development efforts. Desktop Originator also is available to all Desktop Originator-sponsored originators via the Internet through the Desktop Originator Center at www.lioninc.com/desktoporiginator. It offers an easy-to-use interface, less data entry, lower online costs, and competitive point-of-sale capabilities.
- **Streamlined automated loan application (AppTaker).** AppTaker is an electronic version of the *Uniform Residential Loan Application* (Form 1003). With AppTaker, you can import data from your existing processing system, and then view and modify that information prior to submitting the casefile for underwriting. Application data also can be entered directly into AppTaker. Streamlined AppTaker is tailored to data required for point-of-sale underwriting. Additional windows collect the data required for government loan applications. A non-abbreviated version also is available.
- **Automated credit report.** You can electronically order and receive a three-in-file merged credit report from a number of credit information providers and their affiliates. The credit report automatically populates liability information on the Form 1003, verifying the applicant’s payment history and liabilities. Visit www.fanniemae.com/singlefamily/technology/mornetplus/mp_credit_agency.html for the most up-to-date list of available credit providers.
- **Streamlined work flow.** This option links the Streamlined AppTaker to all of the steps required to achieve a point-of-sale loan recommendation. Once you select this menu option, step-by-step prompts guide you through the process of ordering the three in-file merged credit report, choosing a lender and product, and submitting the loan for underwriting.
- **Product eligibility.** This option enables you to check a potential borrower’s loan application against a lender’s electronic product definition to ensure program eligibility prior to submission for underwriting.
- **Automated loan submission.** You can send casefiles to the selected lender electronically. Loans may be submitted for pre-approval or for complete underwriting.

General features and support services

- **Security.** Passwords and the ability to assign roles (such as "Process Transactions" or "View Only") to users are built in to ensure proper security. Fannie Mae has implemented measures to ensure the confidentiality of your data on the MORNETPlus Network.
- **Data edits.** Desktop Originator edits data for skipped fields and other typical errors.
- **Training.** We offer training workshops to teach you how to use Desktop Originator. These one-day "hands on" courses are offered nationwide. Visit the Desktop Originator Center at www.lioninc.com/desktoporiginator for information or to register online.
- **Ease of use.** Desktop Originator is Windows-based and comes with courteous hotline services, comprehensive online help, easy to use reference materials, and installation and integration services.

For more information

For more information about Desktop Originator, including a list of sponsoring lenders and our training workshops, talk to your wholesale lender partners, visit our Web site at www.fanniemae.com or the Desktop Originator Center at www.lioninc.com/desktoporiginator, or call the Fannie Mae Desktop Originator Automated Information Line at 1-800-790-3662.

Streamlined Appraisals

For loans processed through Desktop Originator[®] and Desktop Underwriter[®]

Through Desktop Originator and Desktop Underwriter, Fannie Mae offers streamlined property valuation and reporting options that save borrowers time and money while allowing you to manage the process in a more efficient manner. The system uses proprietary risk assessment models and techniques to determine the necessary level of property fieldwork, as well as streamlined appraisals and a property inspection report exclusively for loans processed through Desktop Underwriter.

Based on the data entered into the system for each loan, Desktop Underwriter recommends one of the following streamlined processes:

- a streamlined appraisal with an exterior-only property inspection;
- a streamlined appraisal with an interior and exterior property inspection; or
- an exterior-only property inspection (no appraisal required).

Benefits

Desktop Underwriter's streamlined appraisals and property inspection offer clear benefits:

- **Cost savings.** Desktop Underwriter's streamlined appraisal process can save up to 20 percent on each appraisal requiring an interior inspection, and up to 50 percent on each appraisal using an exterior-only inspection option. And, with Desktop Underwriter's streamlined property inspection report, you can save an estimated 75 percent of the costs associated with standard appraisals. Of course, each lender's cost savings will vary based on the availability of reliable property data to perform exterior-only property inspections, the availability of knowledgeable and experienced appraisers in the market, and the use of independent fee appraisers versus staff appraisers or third-party appraisal management companies.
- **Enhanced customer service.** Desktop Underwriter's property risk assessment, coupled with its streamlined documentation and verification requirements, means you can deliver credit and appraisal decisions to borrowers at the point of sale.

Streamlined appraisal report forms

Desktop Underwriter currently offers three streamlined appraisal report forms:

- The *Desktop Underwriter Quantitative Analysis Appraisal Report* (Form 2055) features a quantitative sales comparison analysis with precise dollar adjustments and an exterior-only property inspection or an interior and exterior property inspection.
- The *Desktop Underwriter Qualitative Analysis Appraisal Report* (Form 2065) features a qualitative or relative sales comparison analysis (instead of the traditional sales comparison analysis) and an exterior-only inspection.
- The *Desktop Underwriter Individual Cooperative Interest Appraisal Report* (Form 2095) is available for all cooperative share loans processed through the system.

Lenders continue to manage the property appraisal process for loans submitted through Desktop Underwriter, including selecting the appraiser, ordering the appraisal, and reviewing the appraisal report. As a result, lenders are responsible for the traditional warranties to Fannie Mae regarding the selection of the appraiser and the quality of the appraisal.

Streamlined property inspection report form

Desktop Underwriter's enhanced risk assessment capabilities enable the use of the *Desktop Underwriter Property Inspection Report* (Form 2075), which requires an exterior-only inspection of the subject property from the street by a state-licensed or state-certified appraiser without an estimate of market value for the property.

Form 2075 is not an appraisal report. When Desktop Underwriter recommends Form 2075, it has judged the reasonableness of the sales price and has relied on the property valuation performed by the system. Therefore, a property appraisal is not required for the specific transaction, which further reduces the time and cost associated with the appraisal process. This new level of fieldwork is available for lower risk one-family, owner-occupied purchase money, no cash-out, and limited cash-out refinance transactions with combined loan-to-value (CLTV) ratios less than or equal to 90 percent.

The following mortgage insurance providers have confirmed their willingness to insure loans with a Form 2075 property inspection with a CLTV ratio less than or equal to 90 percent:

GE Capital Mortgage Insurance Corporation	Republic Mortgage Insurance Company
Mortgage Guaranty Insurance Corporation	Triad Guaranty Insurance Corporation
PMI Mortgage Insurance Company	United Guaranty Residential Insurance Company
Radian Guaranty Inc.	

Compliance with industry appraisal standards

The Desktop Underwriter appraisal report forms comply with current standards of professional appraisal practice and the published appraisal standards of the Federal Financial Regulators. Forms 2055, 2065, and 2095 recognize the Uniform Standards of Professional Appraisal Practice (USPAP) as the minimum appraisal standards of the appraisal industry. Fannie Mae's appraisal report options used in conjunction with loans processed through Desktop Underwriter are based on the level of discretion that state-licensed and state-certified appraisers currently have in USPAP regarding valuation techniques and reporting options.

For more information

For more information about streamlined appraisals through Desktop Originator and Desktop Underwriter, talk to your wholesale lender partners or visit our Web site at www.fanniemae.com.



MORNETPlus[®] Desktop Originator[®] Lender/Oriinator Relationship Form

Note: If this is the first time your company has been selected by a lender to subscribe to MORNETPlus Desktop Originator, you must complete this Lender/Oriinator Relationship Form, the MORNETPlus Subscription Form/Agreement, and the Originator Order Form/Schedule/User Registration. If you are already a MORNETPlus Desktop Originator Subscriber and have been selected to do business with an additional lender, please complete only this Lender/Oriinator Relationship form. This form must be signed by both the Originator and the Lender.

Please check:

Add Relationship

Delete Relationship

Lender, please provide the following:

Lender		Company
Name:	_____	
Lender		Company
Address:	_____	
City,	State,	Zip
Code:	_____	
MORNETPlus		Subscriber
ID:	_____	

THE ABOVE NAMED LENDER COMPANY REQUESTS AND AUTHORIZES THE ASSOCIATION BETWEEN ITSELF AND THE FOLLOWING ORIGINATOR IN MORNETPlus DESKTOP ORIGINATOR. THIS ASSOCIATION WILL PERMIT THE ORIGINATOR NAMED BELOW TO VIEW PRODUCT DEFINITIONS TRANSMITTED BY THE ABOVE NAMED LENDER AND TO SUBMIT CASE FILES TO THE ABOVE NAMED LENDER THROUGH DESKTOP ORIGINATOR.

Originator		Company
Name:	_____	
Originator		Company
Address:	_____	
City,	State,	Zip
Code:	_____	
MORNETPlus	Subscriber	ID
known):	_____	(if

Accepted By:

Accepted By:

LENDER COMPANY

Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ORIGINATOR COMPANY

Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Please return completed forms to:

MORNETPlus® Registrar ● Fannie Mae, 6H-3E/01 ● 13150 Worldgate Drive ● Herndon, VA 20170



Software Subscription Form/Agreement

Please provide the following information:

Licensee Company Name: _____

Licensee Company Address: _____

City, State, Zip Code: _____

Licensee Contact Person/Title: _____

Phone Number: _____ **Fax Number:** _____

E-mail Address: _____

If you are a lender, please enter the 9-digit Seller/Service Number(s) of your organization:

Seller/Service Number(s): 1. _____ - _____ - ____ 2. _____ - _____ - ____ 3. _____ - _____ - ____

BY EXECUTING THIS SOFTWARE SUBSCRIPTION FORM, LICENSEE (i) ACKNOWLEDGES READING THIS FORM AND THE ACCOMPANYING LICENSED SOFTWARE TERMS AND CONDITIONS (COLLECTIVELY, THE "FANNIE MAE SOFTWARE SUBSCRIPTION AGREEMENT" OR THE "AGREEMENT"), (ii) ACCEPTS THE AGREEMENT WITHOUT ALTERATION OR ADDITION (EXCEPT FOR LICENSEE'S PROVISION OF THE INFORMATION REQUIRED BY THIS FORM), AND (iii) AGREES TO BE BOUND THEREBY.

Licensee Name:

Authorized Signature: _____

Name: _____

Title: _____

Effective Date: _____

Please return completed forms to:
MORNETPlus® Registrar ● Fannie Mae, 6H-3E/01 ● 13150 Worldgate Drive ● Herndon, VA 20170

For notices pursuant to section 16.2 of the Agreement:
Fax: (703) 833-5680
E-mail Address: registrar@fanniemae.com

Desktop Originator®

Technology alliances

As part of our MORNETPlus® Open AccessSM initiative, Desktop Originator is accessible through the Internet or directly through our MORNETPlus Network. In addition, it is intended to complement your existing loan processing system and connect you to other industry products and service providers.

Desktop Originator on the Internet through the LION Desktop Originator Center

Desktop Originator is available to Desktop Originator wholesale lenders and all their sponsored originators on the Internet via the LION (Lenders Interactive Online Network) Desktop Originator Center. Visit www.lioninc.com/desktoporiginator for more information.

Origination software interfaces

Interfaces with the leading loan origination software systems enable direct access to Desktop Originator transactions from your loan processing system. Contact the following vendors in order to receive information on their Desktop Originator embedded transactions:

Byte Enterprises Inc.

7023 NE 175th Street
Suite H
Kenmore, WA 98028
POC: Dale Eisenhart
Phone: 800-695-1008
Email: tqs@byteenterprises.com
Embedded version: 4.0

Contour Software

700 West Hamilton Avenue
Campbell, CA 95008
POC: Sales Department
Phone: 800-266-8687
Email: libby@contoursoft.com
Embedded version: 4.2

Calyx® Software

6475 Camden Avenue
Suite 207
San Jose, CA 95120
POC: Jack Trageser
Phone: 800-362-2599
Email: sales@calyxsoftware.com
Embedded version: 3.5

Genesis 2000®, Inc.

5000 N. Parkway Calabasas
Suite 200
Calabasas, CA 91302
POC: Sales Department
Phone: 800-882-0504
Email: sales@genesis2000.com
Embedded version: 12.0

If your loan processing system vendor is not listed above, please contact your vendor directly to learn the status of its development efforts. If your vendors are not yet working on interfaces, please encourage them to contact Fannie Mae. Please note that most other loan processing systems have a simple interface to Fannie Mae that allows you to manually export your Form 1003 data and import it in an acceptable format into Desktop Originator.

Credit information

You can request and receive three-in-file merged credit reports from a number of credit information providers and their affiliates through Desktop Originator. Visit www.fanniemae/singlefamily/technology/mornetplus/mp_credit_agency.html for the most up-to-date list of available providers. Please note that you must register with one or more of these companies before using Desktop Originator, and that they will charge a separate fee for each credit report. Please contact these companies directly regarding contracts and billing arrangements.

Please note that you may also access reissued credit reports that have been pulled outside of Desktop Originator. Our user guides and Desktop Originator training classes provide more information on this capability.

Document services

Through Desktop Originator, you can order good-faith-estimate and truth-in-lending disclosures from Desert Document ServicesSM, Inc., and export the data from Desktop Originator. For more information, or to establish contractual and billing arrangements, contact them at 1-800-726-9898 or visit their Web site at www.desertdocs.com.

For more information

For more information on our technology alliances, contact your sponsoring wholesale lender, or visit www.fanniemae.com or www.lioninc.com/desktoporiginator.