

BULLETIN
MULTIFAMILY APPLICATIONS SCHEDULE

This Bulletin is issued in accordance with the section of your Fannie Mae Software Subscription Agreement (the “Agreement”) entitled “Issued Bulletins; Amendments,” and amends and restates the Multifamily (MF) Applications Schedule (the “Old MF Applications Schedule”) in its entirety as set forth in the attached Multifamily Applications Schedule (the “New MF Applications Schedule”). All terms not defined in the New MF Applications Schedule are defined in the Agreement.

In addition to other edits, including those made for the sake of brevity, typo corrections, renumbering of sections, reformatting and other small alterations, the New MF Applications Schedule includes the following changes:

SECTION/ TITLE	OLD SECTION/ TITLE (if amended)	DESCRIPTION OF CHANGE
1.— <u>Licensed Application</u>	—	DUS 360™ and DUS Data Digitizer were added as new Licensed Applications. In addition, this Section now clarifies that references to “Licensed Applications” also include, as permitted, any APIs that are associated with such applications.

All of the changes described above are effective as of the Effective Date indicated in this Schedule, except for those pertaining to DUS Data Digitizer, which are effective immediately, in accordance with the Master Terms Section entitled “Issued Bulletins; Amendments.” All of the terms and conditions of the Agreement as supplemented by the New MF Applications Schedule shall continue in full force and effect. If there is any inconsistency between or among the provisions contained in the Agreement (including the New MF Applications Schedule) and this Bulletin, the provisions of the Agreement will govern.

Software Subscription Agreement

MULTIFAMILY APPLICATIONS SCHEDULE

LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae's suite of applications known as the "Multifamily Applications," including: ACheck[®], ARM Index Values, C&D[™], Cash Remittance System, CESIR[™], DUS 360[™], DUS Data Digitizer, DUS DocWay[™], DUS Gateway[®], DUS Insights[™], DUS Property Monitor, eServicing, Multifamily MarketView, Multifamily Asset Management Portal, Multifamily Lender Capital Tool, Multifamily Negotiated Transactions, Multifamily Structured Facility Management, Payoff Calculator and Syndicator Dashboard, together with, as permitted, any API associated with an application referenced in this Schedule, or other application which provides similar functionality to that described in this Section (each, a "**Licensed Application**"), is licensed pursuant to this Schedule and the Master Terms and Conditions between Fannie Mae and Licensee (the "**Master Terms**") into which this Schedule is incorporated (together, the "**Agreement**").
2. Definitions. The following terms are used in this Schedule as defined below:

"Contract" means the Fannie Mae Mortgage Selling and Servicing Contract together with any Addendum thereto, executed by Licensee and Fannie Mae, or any other contractual agreement entered into between Licensee and Fannie Mae or any other document that contains contractual obligations, representations, warranties and covenants governing the sale to Fannie Mae and servicing of loans for Fannie Mae, whether such sale is a whole loan sale of or a participation interest in any such loan, as such Contract may be amended, modified, or supplemented.

"Including" (and similar words) means including, without limitation.

"Multifamily Guide" means the guide issued by Fannie Mae regarding the sale to and servicing of loans for Fannie Mae, the Multifamily Selling and Servicing Guide, as such the Multifamily Guide may be amended, modified, supplemented or superseded by Fannie Mae from time to time, or may be modified by any applicable Contract. Initially capitalized terms used in this Schedule without definition are defined in the Multifamily Guide.
3. Marks. Licensee acknowledges all of Fannie Mae's Marks associated with the Multifamily Applications identified above including ACheck, C&D, CESIR, DUS 360, DUS DocWay, DUS Gateway and DUS Insights,.
4. Protection. For purposes of this Schedule, "Licensed Materials," as referred to in the Master Terms Section entitled "Ownership," includes screen output and hard copy printouts resulting from the use of the Licensed Application.
5. Use of Applications. Lenders selling Multifamily loans to Fannie Mae are required to do so in accordance with the requirements of Fannie Mae, including the Multifamily Guide, as amended, modified, or supplemented from time to time (collectively, the "**Fannie Mae Requirements**"). Licensee agrees that its use of the Licensed Application and any decision, approval, or action rendered by the Licensed Application is governed by the Fannie Mae Requirements.
6. ARM Index Values. The following terms apply to ARM Index Values (the "Licensed Application" under this Section):

- a. Purpose. ARM index value information is provided solely for Licensee’s convenience and not for purposes of verifying the accuracy of or determining a correct index value or interest rate.
 - b. Disclaimer. Without limiting the generality of the warranty disclaimers in the Master Terms Section entitled “Disclaimer,” Fannie Mae has no liability or responsibility for errors or omissions in, or any liability in connection with the use, misuse or release of ARM index value information. The sources for each index are provided so that lenders may confirm the accuracy of the index values provided. Fannie Mae takes no responsibility for the selection of the correct index.
7. DUS Gateway. The following terms apply to DUS Gateway (the “Licensed Application” under this Section):
 - a. Waivers. Licensee may submit requests via the Licensed Application to waive one or more Fannie Mae Requirements. Fannie Mae will not be deemed to have waived any Fannie Mae Requirement unless the waiver is confirmed by Fannie Mae in writing. Any such waiver does not constitute a waiver as to any other instance of that Fannie Mae Requirement or of any other Fannie Mae Requirement.
 - b. Pricing Quotes. Loan pricing quotes issued by the Licensed Application are time-limited and the pricing and deal terms expire on their applicable expiration dates, as such terms appear in the quote. New quotes must be obtained in the event of expired pricing or deal terms.
 - c. Deal Teams. The Licensed Application may assign Fannie Mae deal teams to registered deals. However, Fannie Mae reserves the right to reassign deal team personnel and assign new deal team personnel at its sole discretion.
 - d. Reminders. The Licensed Application may issue reminders of deadlines and other significant dates. However, such reminders do not constitute an acceptance of responsibility by Fannie Mae for Licensee’s compliance with such dates nor will a failure to issue a reminder constitute a waiver of any date-driven responsibility of Licensee. Additionally, Licensee is responsible for ensuring that documents it submits via the Licensed Application are received and acknowledged by Fannie Mae.
 - e. Necessary Approval. Access to the Licensed Application does not constitute Fannie Mae’s approval of Licensee as a Fannie Mae DUS lender. Any selling or servicing authority or other approval necessary or desired by Licensee to conduct business with Fannie Mae must be obtained separately and will be granted only upon execution of a separate Contract between Licensee and Fannie Mae expressly granting Delegated Underwriting and Servicing (DUS) and non-DUS approvals.
 - f. Third-Party Applications. Access to the Licensed Application may include access to a Third-Party Application. In such event, references in the Agreement to the “Licensed Application” and the “Licensed Materials” include the Third-Party Application. In addition to the restrictions on use in the Master Terms Section entitled “Restrictions on Use,” Licensee must not access a Third-Party Application in order to build a competitive product or service. In addition and pursuant to the obligations established in the Master Terms Section entitled “Indemnification,” Licensee indemnifies and holds harmless Fannie Mae and its Third-Party Licensors from any claim, suit, demand or proceeding made or brought by a third party alleging that data or information submitted to the Third-Party Application by Licensee or Licensee’s use of the Third-Party Application in breach of the Agreement infringes or misappropriates the intellectual property rights of a third party or violates applicable law.
8. DUS Insights. The following term applies to DUS Insights (the “Licensed Application” under this Section):
 - a. If Licensee has a Lender Affiliate (as defined in the Multifamily Guide) or division that is a licensed securities broker-dealer, then Licensee must not grant access to the Licensed Application to the broker-dealer or any of their employees or agents, and Licensee must not share any material nonpublic information with the broker-dealer, including information about a Borrower, Sponsor, or Property (as those terms are defined in the Multifamily Guide) or about another participant in Fannie Mae’s MBS program.

9. C&D. The following terms apply to C&D (the “Licensed Application” under this Section):

a. No Approval or Denial; Accuracy.

- i. Licensee agrees that results issued by the Licensed Application will not constitute an approval or denial of a loan application by Fannie Mae or a commitment to purchase the loan by Fannie Mae.
- ii. Fannie Mae makes no representation or warranty that the Licensed Application will identify any or all errors or issues that cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.
- iii. Licensee is solely responsible for ensuring that the data it enters, selections it makes and actions it takes using the Licensed Application represent Licensee’s intentions.
- iv. Licensee is solely responsible for the due authorization and accuracy of all transactions made using the Licensed Application, and Fannie Mae is under no obligation to verify whether a transaction has been authorized and accurately reflects the terms desired by the Licensee.

b. Wire Administration. The Licensed Application includes a wire administration functionality. Terms pertaining to that functionality are as follows:

- i. Licensee must ensure the Licensed Application contains accurate and complete wiring instruction information including associated relationships with warehouse lenders, disbursement agents and other entities as appropriate.
- ii. Licensee must instruct its warehouse lenders to place the name of the warehouse lender in the header of its bailee letters associated with Fannie Mae loans.
- iii. Licensee must provide reasonable and timely cooperation to its warehouse lenders and disbursement agents which are participating in the wire administration functionality in their efforts to ensure accurate and complete wiring instructions are maintained in the Licensed Application.
- iv. Fannie Mae is not responsible for the accuracy, completeness or currency of the wiring instructions in the Licensed Application and disclaims all liability associated with wiring instruction information.
- v. Maintenance of wiring instruction information by Licensee may be made in the Licensed Application only by authorized representatives of Licensee.
- vi. Fannie Mae is entitled to rely on wiring instructions that are maintained in the Licensed Application by Licensee.

10. C&D, Multifamily Structured Facility Management and Multifamily Negotiated Transactions. The following terms apply to C&D, Multifamily Structured Facility Management and Multifamily Negotiated Transactions (each, the “Licensed Application” under this Section):

- a. Licensee acknowledges that it must have executed a Contract with Fannie Mae authorizing Licensee to obtain DUS, or non-DUS Approval commitments.
- b. Licensee acknowledges that the commitment periods will represent mandatory commitment time frames within which Licensee must deliver loans, if so specified in the commitment from Fannie Mae.
- c. Licensee is solely responsible for the due authorization and accuracy of all commitments made using the Licensed Application, and Fannie Mae is under no obligation to verify whether any requested commitment has been authorized and accurately reflects the terms desired by Licensee.

- d. Licensee acknowledges that its transmission of commitments will only be binding on Fannie Mae if Licensee receives a “confirmed” status from Fannie Mae through the Licensed Application. Such status, along with the printed commitment confirmation statement generated by the Licensed Application, shall be Licensee’s confirmation of a binding commitment between the parties. Licensee and Fannie Mae agree that commitments obtained via the Licensed Application are binding on the parties to the same extent as commitments obtained by telephonic means, as described in the Multifamily Guide, and are subject to the Fannie Mae Requirements.
 - e. Licensee agrees that in the event of a failure of the Licensed Application to issue a “confirmed” status indicating Licensee’s commitment, Licensee will submit the commitment data on an Excel® spreadsheet via email to MF_Acquisitions@fanniemae.com and, based on the information submitted, Fannie Mae will return a confirmation via email. Once service has been restored, Licensee should submit the commitment data to the Licensed Application and Licensee will subsequently receive a “confirmed” status via the Licensed Application. Licensee and Fannie Mae agree that commitments obtained via email are binding on the parties to the same extent and pursuant to the same requirements as those obtained via the Licensed Application. Fannie Mae reserves the right to refuse to enter into commitments via email at any time.
11. Suspension or Termination for Cause. In addition to, and not in limitation of, Fannie Mae’s rights under the Master Terms Section entitled “Termination,” Fannie Mae reserves the right to immediately without notice, at any time and in its sole discretion suspend or terminate: (a) this Schedule or Licensee’s access to any Licensed Application if Licensee violates the terms of the Section of this Schedule entitled “Uniform Collateral Data Portal; Collateral Underwriter or (b) if the Licensed Application includes committing functionality, offering commitments to Licensee via the Licensed Application and Fannie Mae will have no liability to Licensee or otherwise for any such action. If the suspension or termination of a Licensed Application with committing functionality is unrelated to Licensee’s status as a Fannie Mae approved lender, both parties will fulfill all unexpired commitments.
12. Indemnification. Licensee’s obligation to indemnify Fannie Mae as established in the Master Terms include indemnification in the event of any breach of this Schedule.
13. Survival. In addition to the provisions referred to in the Master Terms Section entitled “Survival,” any provision of this Schedule that contemplates its continuing effectiveness, including Sections 3, 4, 7, 9,10 and 12 of this Schedule will survive any termination of this Schedule or the Agreement.