**Data Access Authorization Agreement (Multifamily)**

**Please read first: Complete this form to establish data access, editing or provision authorization for subordinates and/or other applicable entities.**

The Master Subscriber listed below desires to authorize Fannie Mae to permit the Subordinate Subscriber listed below (i) to access or edit certain data of Master Subscriber that is resident on Fannie Mae’s systems, and/or (ii) to provide to Fannie Mae (via data upload or otherwise) certain data of Master Subscriber, subject to the terms and conditions of this Data Access Authorization Agreement by and among Fannie Mae, Master Subscriber and Subordinate Subscriber (the “Agreement”). Master Subscriber and Subordinate Subscriber are also referred to herein collectively as the “Subscribers” and individually as a “Subscriber.” Fannie Mae, Master Subscriber and Subordinate Subscriber are also referred to herein as the “parties.” **The parties acknowledge that, for purposes of administrative convenience, the entity identified below as Subordinate Subscriber shall be referred to herein as “Subordinate Subscriber” even if it is not, in fact, a subordinate.**

|  |  |
| --- | --- |
| **Add Data Sharing Relationship** | **Delete Data Sharing Relationship** |

**MASTER SUBSCRIBER INFORMATION:**

|  |  |  |
| --- | --- | --- |
| Subscriber Name: |  |  |
| **Fannie Mae Seller/Servicer Number:** |  |  |
|  | | |

**SUBORDINATE SUBSCRIBER INFORMATION:**

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| Subscriber Name: |  |  |
| **Fannie Mae Seller/Servicer Number:** |  |  |
| **Subscriber ID:** |  |  |

1. Master Subscriber hereby authorizes Fannie Mae to provide the Subordinate Subscriber listed above with the ability to access, edit and provide to Fannie Mae data of Master Subscriber via Fannie Mae’s networks or systems, or via password protected sections of any Fannie Mae Internet site. This ability will be limited to the following applications (check all that apply):

**Multifamily Applications**

|  |  |
| --- | --- |
| Cash Remittance System™ | Multifamily Asset Management Portal |
| CESIR™ | Multifamily Lender Capital Tool |
| eServicing and Payoff Calculator | Mulifamily Core Lender Dashboard |
| MF Servicing Loan Remittance (Cash Loan Drafting) |  |

1. Subordinate Subscriber’s ability to access, edit or provide such data will be limited to data identified by the following 9-digit Fannie Mae seller/servicer numbers, and Master Subscriber represents and warrants that it has the right to provide the authorization set forth in Paragraph 1 above with respect to the following numbers and that Subordinate Subscriber requires access to such data in order to perform services for Master Subscriber:

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1. Master Subscriber acknowledges and agrees that for the applications identified in Paragraph 1 above, Subordinate Subscriber will be provided with the ability to access, edit and provide to Fannie Mae the data of Master Subscriber (the "Data") pursuant to this Agreement, to the extent that the functionality of such applications allows for such use.
2. Where Subordinate Subscriber is allowed to access the data of Master Subscriber, Subordinate Subscriber agrees (i) that the Data is confidential, (ii) to keep the Data in confidence, (iii) to use reasonable efforts to maintain the confidentiality of the Data through data security measures that meet the requirements of federal and state privacy laws and regulations and not disclose the Data to third parties (except for Subordinate Subscriber's representatives, agents and contractors who have a need to know and are acting for the sole benefit of Master Subscriber), (iv) to notify Fannie Mae and Master Subscriber in writing of any loss or unauthorized access to or use of the Data within 72 hours after Subordinate Subscriber becomes aware of the incident, and (v) to access and use the Data for the sole benefit of Master Subscriber and in compliance with all laws, including but not limited to federal and state privacy laws.
3. Each Subscriber hereby agrees to indemnify, defend and hold harmless Fannie Mae, its third-party licensors and each of the foregoing entity's affiliates, partners, officers, employees, directors, agents, contractors, representatives and assigns, as such, from and against any liabilities, claims, actions, suits, proceedings, judgments, losses, damages, deficiencies, costs, and expenses (including reasonable attorneys' fees), which arise out of or result from: (i) Subordinate Subscriber’s access to, editing of, or provision to Fannie Mae of, the data of Master Subscriber pursuant to this Agreement; and (ii) all errors, omissions, and inaccuracies that may result from Master Subscriber’s or Subservicing Subscriber’s access to, editing of, or provision of, the Data.
4. If any application that is designated in Paragraph 1 above is designed to facilitate the reporting or other provision of data to Fannie Mae, Master Subscriber and Subordinate Subscriber shall be responsible for (i) the accuracy and completeness of Data input by Subordinate Subscriber, and (ii) assuring that the proper Master Subscriber and Subordinate Subscriber personnel review and approve any notification, information or request submitted to Fannie Mae by Subordinate Subscriber for the benefit of Master Subscriber via the such application prior to its transmission. Fannie Mae is hereby authorized to conclusively rely on the accuracy and genuineness of any information conveyed to Fannie Mae by Subordinate Subscriber using such application, and shall be under no obligation to authenticate the source of, or verify the accuracy of, any such information.

7. Subscribers acknowledge and agree that Fannie Mae shall have the right to (i) not allow Subordinate Subscriber to access, edit or provide to Fannie Mae, Data available through or related to any application designated in Paragraph 1 before Subordinate Subscriber has entered into a license/subscription agreement with Fannie Mae with respect to such application ("Subscription Agreement"), and (ii) terminate Subordinate Subscriber's ability to access, edit or provide to Fannie Mae such Data upon termination of such Subscription Agreement.

8. This agreement (or Subordinate Subscriber's ability to access, edit or provide to Fannie Mae any Data) may be terminated at any time by Fannie Mae upon written notice to Subscribers or by either Subscriber upon written notice to Fannie Mae and the other Subscriber. The provisions of Paragraphs 4, 5, 6 and 9 shall survive any termination of this Agreement.

9. In the event that there exists an express or implied contradiction between this Agreement and any Subscription Agreement, the terms of the Subscription Agreement shall govern. This Agreement may not be assigned by Subordinate Subscriber without the express written approval of Fannie Mae and Master Subscriber. Where this Agreement requires that notices or approvals be given in wirting, electronic mail will be deemed to be a “writing.” This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the District of Columbia, without reference to its conflicts of law principles. If any of the provisions of this Agreement are invalid or unenforceable under any applicable statute or law, such provisions shall be deemed to be deleted from this Agreement to the extent of such invalidity or unenforceability, and the remainder of this Agreement shall remain in full force and effect. The parties acknowledge and agree that Fannie Mae's third-party licensors are intended beneficiaries of this Agreement and are entitled to rely upon and directly enforce the terms and conditions hereof. The parties acknowledge and agree that this Agreement shall be binding on the parties without being executed by an authorized signatory of Fannie Mae, provided that this Agreement is accepted by each Subscriber without alteration or addition, except for Subscribers’ provision of the information required by this Agreement.

BY EXECUTING THIS AGREEMENT, EACH SUBSCRIBER (i) ACKNOWLEDGES READING THIS AGREEMENT, (ii) ACCEPTS THE AGREEMENT WITHOUT ALTERATION OR ADDITION AND (iii) AGREES TO BE BOUND THEREBY.

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

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| --- | --- | --- | --- | --- |
| **Master Subscriber Authorized Representative** | |  | **Subordinate Subscriber Authorized Representative** | |
| Name: |  |  | Name: |  |
| Title: |  |  | Title: |  |
| Date: |  |  | Date: |  |