

**RELATED THIRD PARTY AGREEMENT v.5.1-LA**  
(effective March 29, 2024)

**NEW VERSION PUBLICATION DATE:** March 29, 2024 (“Publication Date”).

**NEW VERSION EFFECTIVE DATE:** This Related Third Party Agreement v. 5.1-LA (“RTP Agreement”), which amends the immediately preceding version of the Related Third Party Agreement (v. 5.0-LA), governs any Related Third Party access to Systems or Licensed Materials occurring on or after **June 1, 2024**; *provided, however*, that this RTP Agreement shall have **immediate effect** with respect to (i) any Related Third Party access to or use of Freddie Mac’s new UAD Compliance API, and (ii) any Related Third Party access to and use of any System or any associated Licensed Materials, if such Related Third Party is not already bound to a prior version of this Agreement. Capitalized terms used but not defined in this paragraph, have the meaning assigned to them in the Agreement.

**BRIEF DESCRIPTION OF MODIFICATIONS IN NEW VERSION:** Related Third Party Agreement v. 5.1-LA includes the following updates to the immediately preceding version: (i) a new System Exhibit for the UAD Compliance API; (ii) added definitions for “Malicious Code,” and “Malicious Code Events,” and “Third Party Platform”; (iii) revised definitions of “Mortgage Services” and “System”; (iv) edits to Section 3(a) to add a parenthetical after Section 3(a)(ii) and a new sentence at the end addressing Output shared via API; (v) edits to the first sentence in Section 3(c) to address information sharing by or through Systems; (vi) edits to Section 4 to add a new definition of Third Party Platform and other edits relating to those platforms; (vii) information security-related edits to Sections 5(b), 7(h) and 8(c); (viii) edits to Section 11(b) regarding notices, Section 11(e) disclaiming applicability of the Uniform Computer Information Transactions Act (and similar laws), and Section 11(g) regarding order of priority between this Agreement, its System Exhibits, and other agreements ; (ix) edits to the System Exhibit for Loan Advisor<sup>®</sup> to refer more generally to APIs, to add a definition and new section for Condo Project Advisor<sup>®</sup>, and to replace the reference to and description for the now-retired Correspondent Assignment Center with a reference to and description for its successor System, Loan Advisor Data Share API; (x) edits to the text box immediately following Section 11; and (xi) miscellaneous clarifying edits, formatting changes and typo corrections.

**IMMEDIATELY PRECEDING VERSION:** Related Third Party Agreement v.5.0-LA (effective May 2021) can be accessed [HERE](#).

## RELATED THIRD PARTY AGREEMENT

THIS RELATED THIRD PARTY AGREEMENT (the "Agreement") is made by and between Federal Home Loan Mortgage Corporation, 8200 Jones Branch Drive, McLean, Virginia 22102 ("Freddie Mac") and Related Third Party (as defined below) as of the date on which the Agreement is first signed by a duly authorized representative of Related Third Party (the "Effective Date") as set forth below.

### RECITALS

WHEREAS, Freddie Mac is the owner and licensor of the System;

WHEREAS, Related Third Party desires to use the System, including, from time to time, on behalf of one or more Customer(s), for the purpose of performing the Mortgage Services or such narrower purpose as may be provided for or described in the System Exhibit for such System (the "Purpose");

WHEREAS, Freddie Mac is willing to permit Related Third Party to have access to the System solely for the Purpose, subject to the terms and conditions of this Agreement;

WHEREAS, access to a System will be permitted only after Related Third Party has entered into this Agreement, and

WHEREAS, Related Third Party manifests and affirms its intent to enter into and be bound by this Agreement by means of its duly authorized representatives' handwritten or electronic signatures, all of which are logically associated with this Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Definitions**

The definitions below apply for purposes of this Agreement.

- (a) "Access Manager" has the meaning set forth in Section 5(a).
- (b) "Administrator" has the meaning set forth in Section 5(a).
- (c) "Aggregate Data" has the meaning set forth in Section 6(f).
- (d) "Authentication Credentials" has the meaning set forth in Section 5(a)(ii).
- (e) "Authorized User" means any employee or contract worker of Related Third Party who is authorized by Related Third Party to access and use the Licensed Materials in connection with his or her responsibilities to Related Third Party.
- (f) "Customer" means a Freddie Mac single-family seller/servicer in its capacity as such that has sponsored, designated as its agent for purposes of accessing one or more Systems, and/or

otherwise contracted with Related Third Party for purposes of obtaining Mortgage Services, including by means of one or more Systems.

(g) "Customer Credentials" has the meaning set forth in Section 5(a).

(h) "Distributed Code" means any application or operating system software provided or made available by Freddie Mac (or third parties on behalf of Freddie Mac) to Related Third Party for implementation at a Related Third Party location in connection with the Purpose.

(i) "Documentation" means user guides, job aids, training materials, any written instructions (including such instructions as relate to administering Authentication Credentials), and any other documentation relating to a System that Freddie Mac provides or makes available to Related Third Party, as amended from time to time.

(j) "Enhancements" has the meaning set forth in Section 6.

(k) "Excluded Servicing Tool" means a mortgage servicing-related system that is governed by a separate license, user agreement or similar document other than a System Exhibit.

(l) "Form" has the meaning set forth in Section 5(a).

(m) "Freddie Mac Exclusionary List" means the confidential list of the names of persons or entities who, as determined by Freddie Mac in its sole discretion, are prohibited from doing business with Freddie Mac, either directly or indirectly.

(n) "License" has the meaning set forth in Section 11(c).

(o) "Licensed Materials" means, individually and collectively, the Systems, Output and Documentation.

(p) "Malicious Code" means software or firmware designed or intended to perform an unauthorized process that may have adverse impacts on the confidentiality, integrity, or availability of a system (or to data in or in transit to a system), such as a "virus," "time bomb," "worm," "trojan horse," or other code-based entity that infects a host. Examples of Malicious Code include, but are not limited to, ransomware, spyware and some forms of adware.

(q) "Malicious Code Event" has the meaning set forth in Section 7(h)(i).

(r) "Mortgage Services" means, as applicable, the mortgage-related technology, third-party origination, underwriting, appraisal management, processing, technical, closing, servicing-related and/or other services and support that Related Third Party performs on its own behalf or on behalf of a Customer with which it has contracted to perform such services and support and that are generally designed to advance a Customer's origination, sale and/or servicing of mortgage loans.

(s) "Output" means any reports, findings, feedback certificates, messages (including those in such reports, findings or certificates), data, information or other content generated by a System that is provided or made available to Related Third Party.

(t) "Purpose" has the meaning set forth in the Recitals.

(u) "Related Third Party" as identified on the signature page of this Agreement (including, as applicable, on a Form), is the third-party mortgage broker, correspondent lender, contract underwriter, appraisal management company, settlement agent, selling agent, servicing agent, document custodian, warehouse lender, outsourced vendor or other third party that performs Mortgage Services.

(v) "Specifications" has the meaning set forth in the System Exhibit for Specifications.

(w) "Support Services" means services provided by Freddie Mac or its contractors to support the operation and maintenance of a System.

(x) "System" means, individually and collectively, any Freddie Mac-owned, -leased, -licensed or -controlled technology platform identified in a System Exhibit or otherwise made available to Related Third Party by or on behalf of Freddie Mac for use in connection with the Purpose, including, without limitation, any associated Distributed Code, Specifications, Access Manager, any related computer, other hardware or electronic device, application or operating system software, web site, private data or other communication network, interface (including any application programming interface or "API" created and hosted by Freddie Mac to facilitate back-end access to its systems) and/or connectivity that, in each instance, Freddie Mac provides or makes available to the Related Third Party in connection with the Purpose; *provided, however*, that the term "System" as used in this Agreement and any System Exhibit shall not include (i) any Excluded Servicing Tool, (ii) the Uniform Collateral Data Portal, or (iii) any System for which Related Third Party's then-current access and use is governed by another agreement between Freddie Mac and Related Third Party, but only if such other agreement specifically refers to such System by name and its terms make it unequivocally apparent that the parties intend it to apply to the named System.

(y) "System Data" has the meaning set forth in Section 6(e).

(z) "System Exhibit" means an exhibit to this Agreement that includes additional terms and conditions associated with Related Third Party's access to and use of the System specifically identified in such exhibit, and each such System Exhibit shall be deemed appended to and incorporated in this Agreement.

(aa) "Third Party Platform" has the meaning set forth in Section 4(a).

(bb) "User" means any individual who gains access to the Licensed Materials directly or indirectly through Related Third Party, and includes Authorized Users.

(cc) "User IDs" has the meaning set forth in Section 5(a).

## **2. Royalty Free Use License**

(a) Subject to the terms and conditions of this Agreement and the applicable System Exhibit, Freddie Mac grants to Related Third Party a limited, revocable, non-exclusive, non-transferable

license to access and use the Licensed Materials through its Authorized Users during the term of this Agreement and any applicable System Exhibit; *provided, however*, that such access and use shall be solely for Related Third Party's internal business purposes in connection with the Purpose.

(b) Related Third Party shall not distribute, share or otherwise provide access to any Licensed Materials to any third-party without the prior written consent of Freddie Mac; *provided, however*, Related Third Party may share Output with a Customer on behalf of which it has obtained such Output.

(c) Freddie Mac does not currently assess a fee in connection with Related Third Party's use of any System, but expressly reserves the right to do so in the future. Related Third Party acknowledges that it may incur costs from third parties such as credit reporting agencies and other vendors and third parties in connection with its use of certain Systems.

### **3. Licensed Materials; Use and Other Limitations**

(a) Use of the Licensed Materials is subject to, and Related Third Party shall comply at all times with, (i) the terms of this Agreement and any applicable System Exhibit, and (ii) the Licensed Materials (including the then-current version any applicable Documentation for a System). For the avoidance of doubt, when an API enables access to Output from another System that is subject to a System Exhibit (the "Other System"), the API Output from the Other System shall be subject to any terms, conditions and restrictions applicable to such Output as may be included in the System Exhibit (if any) for the Other System, in addition to any terms, conditions and restrictions applicable to such Output that may be contained in the System Exhibit (if any) for the API itself.

(b) In the event Related Third Party obtains access to the Freddie Mac Exclusionary List, it shall strictly comply with all terms, conditions and limitations associated with such access and any use. Without limiting the generality of the foregoing, under no circumstances shall Related Third Party enable or permit any person or entity whose name is on the Freddie Mac Exclusionary List to access or use the Licensed Materials.

(c) Related Third Party is and shall remain fully responsible and liable for access and use of the Licensed Materials by each User and expressly consents to any sharing and receipt of Output, data and information among and between it and each Customer that is permitted by a System and contemplated in the Documentation. Related Third Party shall have controls in place to ensure that (i) only Authorized Users can access and use the Licensed Materials, and (ii) each Authorized User complies with the terms of this Agreement and any System Exhibit in his or her use of the Licensed Materials.

(d) Freddie Mac reserves the right, at any time and in its sole discretion, to modify, enhance, retire or otherwise cease providing the Licensed Materials and the Support Services. To the extent possible, Freddie Mac will endeavor to provide reasonable notice of any such action, unless it is legally required to cease providing the Licensed Materials immediately. Regardless of such action by Freddie Mac, Related Third Party agrees that it will remain in full compliance with all applicable law in connection with its provision of the Mortgage Services.

(e) Related Third Party shall (i) not make any copies of the Distributed Code, other than for the limited purpose of creating a single archival or backup copy, (ii) use only the most recent version of

the Distributed Code provided or made available by Freddie Mac, and (iii) follow Freddie Mac's instructions concerning the cessation of use of the Distributed Code (including any old or retired versions thereof).

(f) Related Third Party shall (i) not make any representation, statement or suggestion to a third party regarding any capability of any Licensed Materials that purport to be, or might reasonably be construed to be, made on behalf of Freddie Mac, (ii) not issue any press release regarding its use of the Licensed Materials, or otherwise use Freddie Mac's name or marks in any marketing or promotional materials without the prior written consent of a duly authorized officer of Freddie Mac, and (iii) permit Freddie Mac, from time to time upon reasonable notice, to audit facilities and systems used in conjunction with the Licensed Materials to confirm compliance with the requirements of this Agreement and any System Exhibit.

#### **4. System Access; Interface Development and Maintenance; Customers**

(a) Depending on the System, Related Third Party may access a System by means of a (i) web server hosted by or on behalf of Freddie Mac, (ii) an Interface (as defined in the System Exhibit for Specifications), and/or (iii) System interface with a Customer or other third party-provided platform for or supporting mortgage loan manufacturing or servicing activities (the platforms described in this Section 4(a)(iii) are each referred to as a "Third Party Platform").

(b) With respect to its System access under Section 4(a)(ii), Freddie Mac may provide the Specifications to Related Third Party pursuant to the System Exhibit for Specifications so as to facilitate Related Third Party's design, development and maintenance of the Interface with such System. With respect to its System access under Section 4(a)(iii), Freddie Mac may have conducted limited testing certain Third Party Platform interfaces, and those interfaces that have been deemed to be compatible with identified Systems are listed on Freddie Mac's web site.

(c) Notwithstanding any Freddie Mac-conducted testing or web site identification, and, without limiting the application of any other provision of this Agreement or a System Exhibit, Freddie Mac assumes no responsibility for, and shall bear no liability whatsoever arising out of or related to any interface identified in Sections 4(a)(ii) or (iii), despite the fact that such an interface (including any Interface) provides access to a System, or that Freddie Mac may have conducted limited testing or provided Support Services or other assistance with respect to the same.

(d) Related Third Party shall maintain a separate, independent contract with each Customer on behalf of which it performs any Mortgage Services. As part of such contract, Related Third Party shall (i) ensure that it has been duly appointed to act as a Customer's agent for purposes of gaining access to each System required for its assistance to such Customer, including entering data into the System, ordering and receiving consumer credit data through any applicable System, and obtaining Output, in each instance on behalf of its principal, the Customer. Under no circumstances shall Freddie Mac assume any responsibility or bear any liability whatsoever arising out of or related to any act or omission of Related Third Party, a Third Party Platform, or any Customer, notwithstanding that Freddie Mac may have facilitated the relationship between Related Third Party and such Third Party Platform and/or Customer.

(e) Freddie Mac may maintain separate, independent contracts with Customers regarding their access to or use of a System to receive Mortgage Services and with Third Party Platform Providers regarding their access to or use of a System to provide or support the provision of Mortgage Services. Freddie Mac may from time to time and in its sole discretion terminate any such contract, which termination could result in Related Third Party no longer being able to provide the Mortgage Services to a Customer affected by such termination. Freddie Mac will attempt to notify Related Third Party of such termination, but shall have no liability arising out of or in connection with any such termination, whether or not prior notice is provided to Related Third Party.

## **5. Authorized User Registration; Access Management and Security; Excluded Servicing Tools**

(a) To facilitate its access to and use of a System on behalf of a Customer, Related Third Party may receive from such Customer certain Customer user identification codes and passwords, PIN, seller/servicer institution or other numbers and/or other access codes (*i.e.*, the “Customer Credentials”). In addition, Freddie Mac may also provide or make available to Related Third Party: (i) an electronic or paper registration form for the provisioning of Authentication Credentials (as defined below) and Authorized Users (“Form”) and/or (ii) Access Manager, an automated access and credential management application designed to facilitate Related Third Party's management of its Authorized Users, which may also include one or more Forms (collectively, “Access Manager”). Related Third Party shall specifically identify each Authorized User for the System in Access Manager. Access Manager may require the designation of one or more Authorized Users to perform administrative functions for the particular System (each, an “Administrator”) such as:

(i) Identifying other Authorized Users to whom Freddie Mac may grant System(s) access,

(ii) Receiving the Authorized Users’ identification codes (“User IDs”) and passwords, PIN and/or other access codes, including system-level access codes (“Sys-to-Sys Credentials”) from Freddie Mac (together with Customer Credentials and User IDs, the “Authentication Credentials”), and

(iii) Adding or deleting Authorized Users and modifying or submitting new User IDs and completing additional Forms in accordance with the Documentation.

(b) Related Third Party shall safeguard and protect all information it provides to Access Manager, as well as all Authentication Credentials, and shall adopt security measures to prevent the loss, theft, unauthorized access, disclosure, compromise or use of any of the foregoing. Such measures shall include the maintenance of up-to-date virus detection software to protect against Malicious Code. As soon as practicable and, in any event, no later than within one business day of an Administrator’s name change or an employee’s or contract worker’s termination, Related Third Party shall either (i) utilize Access Manager to register the Administrator name change, or remove or otherwise delete such employee or contract worker as an Authorized User, or (ii) notify Freddie Mac of such name change or termination so that Freddie Mac may register the name change or revoke the employee’s or contract worker’s access to each System.

(c) Related Third Party shall notify Freddie Mac as soon as practicable and, in any event, no later than within one business day in the event:

- (i) Of any actual or suspected loss, theft or unauthorized access, disclosure, compromise or use of any System or Authentication Credential,
  - (ii) Related Third Party has reason to believe that an Administrator's access to a System, including Access Manager, is no longer secure for any reason,
  - (iii) An unauthorized User has gained access to a System,
  - (iv) An Authorized User has gained access to a System that he or she is not authorized to access or use, or
  - (v) An Authorized User has used a System for purposes other than the Purpose.
- (d) From time to time an Administrator may be required by Access Manager to engage in campaigns to recertify the authorizations and roles of Authorized Users. The Administrator shall comply with all reasonable instructions, including any provided through Access Manager, for any such campaign.
- (e) Related Third Party shall reset Authentication Credentials (other than User IDs) no less than once every 90 days, except with respect to Sys-to-Sys Credentials, which shall be reset no less than once every 365 days. In the event such resets do not occur, or if Authentication Credentials have not been used for a period of at least 90 days, or Sys-to-Sys Credentials have not been used for a period of at least 365 days, then, in any such event, Freddie Mac may, in its sole discretion, deactivate System access associated with any such Authentication Credential.
- (f) Without limiting the application of any other provision of this Section 5, Related Third Party agrees to implement and maintain industry best practices with respect to the security of, and access to, each System, including the imposition and enforcement of requirements against sharing of Authentication Credentials between and among Users, and accepts all risks and liability resulting from any failure to adopt and maintain such industry best practices.
- (g) Related Third Party shall not access an Excluded Servicing Tool unless permitted by Freddie Mac or a Customer in writing, including through the issuance of a Form identifying such Excluded Servicing Tool.

## **6. Ownership of the Licensed Materials; Rights in Data**

- (a) The Licensed Materials are the sole and exclusive property of Freddie Mac (or, as applicable, its third-party licensors). Related Third Party acknowledges that it has no ownership or other rights or interests in the Licensed Materials, except to the extent of the rights expressly granted in this Agreement and any System Exhibit, and covenants that it will treat all information and data concerning the Licensed Materials and any Support Services as strictly confidential in accordance with Section 7.
- (b) Related Third Party will not modify, enhance, disassemble or reverse engineer any Licensed Materials in any manner or for any reason. All rights in and to copyrights, trade secrets, patents, trademarks and other rights in and to the Licensed Materials, and any modifications or enhancements thereto, shall be the property of and remain with Freddie Mac (or, as applicable, its third-party licensors).



(c) Related Third Party agrees that Freddie Mac shall be the sole and exclusive owner of any actual or proposed changes, modifications, upgrades or enhancements in functionality, design or otherwise, to the Licensed Materials and any successor products or systems (collectively, the “Enhancements”), and Related Third Party hereby assigns, and agrees to assign, to Freddie Mac all rights in the Enhancements, without any recourse to Related Third Party. Related Third Party understands and acknowledges that Freddie Mac shall not be under any obligation to consider or implement any Enhancements it may suggest or recommend to Freddie Mac.

(d) Related Third Party shall reproduce without modification on any copy of the Output, Specifications or Documentation all copyright, confidentiality and other proprietary notices included on the original version or otherwise provided or made available by the System or Freddie Mac.

(e) Related Third Party acknowledges and agrees that Freddie Mac may use, modify, reproduce and retain all data (i) submitted by a User to any System, (ii) generated in the utilization of a System that pertains to the functionality or performance of the System, and/or (iii) necessary or useful in assisting Freddie Mac in the provision of Support Services (all such data collectively referenced in this Section 6(e)(i)-(iii) as the “System Data”) for all purposes related to such System, the underlying software and models, and any actual or potential mortgage loan to which such data relate, including, without limitation, for analytic, statistical, quality control and similar purposes.

(f) Freddie Mac may provide statistical, comparative and summary information derived from the System Data (*i.e.*, the “Aggregate Data”) to Customers and other third parties; *provided, however*, that except to the extent permitted or required by applicable law, Aggregate Data shall be anonymized, and shall not specifically identify or be linked to any consumer.

(g) Notwithstanding the foregoing, Freddie Mac will not disclose System Data or Aggregate Data in a manner that either associates Related Third Party with a particular mortgage loan file, or enables the recipient of any such data to determine that Related Third Party submitted such mortgage loan file to the System, in either case unless (i) required by applicable law, a subpoena or a court order, or (ii) consented to by Related Third Party (or the Customer to which such System Data or Aggregate Data relate).

(h) Notwithstanding anything to the contrary contained in this Agreement or any System Exhibit, Freddie Mac may provide System Data and Aggregate Data to the FHFA, or any agency of the federal government or any state government.

(i) Notwithstanding anything to the contrary contained in this Agreement or any System Exhibit, all System Data, Aggregate Data and other data and information associated with a mortgage loan that is purchased or guaranteed by Freddie Mac shall be the sole and exclusive property of Freddie Mac, which it may use for any purpose including, but not limited to, such purposes set forth in this Section 6.

## **7. Confidential Information**

(a) Confidential Information; Non-Disclosure

(i) “Confidential Information” means the Licensed Materials, as well as any other information disclosed to Related Third Party by or on behalf of Freddie Mac in connection with or as a result of this Agreement or otherwise in connection with the Licensed Materials, whether delivered orally or in writing (including in electronic form) or observed by Related Third Party and whether or not it is specifically marked or designated confidential.

(ii) Related Third Party shall receive Confidential Information in confidence, and shall treat Confidential Information as strictly confidential. Related Third Party will exercise at least the same degree of care to preserve the confidentiality of the Confidential Information that Related Third Party exercises to protect its own information of a similar level of sensitivity, but in no event less than a reasonable degree of care.

(iii) Without limiting the generality of the foregoing or any other obligation of Related Third Party under this Agreement, (A) Related Third Party shall use and disclose Confidential Information only as permitted in this Agreement, (B) Related Third Party shall not use or permit the use of Confidential Information except to the extent necessary in connection with the discharge of its obligations under this Agreement, and (C) Related Third Party shall not release or disclose, or permit its officers, employees or agents to release or disclose any Confidential Information to any individual or entity, except to its directors, officers, employees and agents who need to have access to Confidential Information in connection with the discharge of Related Third Party’s obligations hereunder, and who are informed by Related Third Party of the proprietary and confidential nature of the Confidential Information, are subject to non-disclosure obligations similar to those contained in this Section 7, and are directed by Related Third Party to treat the Confidential Information as proprietary and confidential to Freddie Mac. Related Third Party shall be responsible for the use, disclosure and copying of Confidential Information by all such persons.

(iv) Except where Related Third Party has obtained Freddie Mac’s prior written approval, Related Third Party shall not store Confidential Information in facilities outside the United States nor will Related Third Party allow any individual who is physically located outside the United States to use or access Confidential Information.

(v) Related Third Party shall not remove any confidentiality or proprietary rights notices from Confidential Information and shall duplicate such notices on any copies it makes of Confidential Information.

(b) Exclusions. Information provided by or on behalf of Freddie Mac will not constitute Confidential Information to the extent the information is (i) known to the public at the time in question without a breach of this Agreement or a breach of any other Related Third Party obligation of confidentiality to Freddie Mac, provided that Related Third Party’s obligations will apply with respect to the contents of any Freddie Mac database and to any Protected Personal Information even though the database or Protected Personal Information may include or consist of information that is of the type available in public records; (ii) independently developed by Related Third Party without reference to or use of Confidential Information; or (iii) is received by Related Third Party on a nonconfidential basis from a third party that is not itself subject to a confidentiality obligation with respect to the information.

(c) Return or Destruction. Promptly upon Freddie Mac's request, Related Third Party shall destroy or deliver to Freddie Mac all documents and files that constitute or include Confidential Information and all copies or other reproductions thereof, in accordance with the instructions of Freddie Mac. With the exception of retaining an electronic copy for archival purposes in accordance with its corporate record retention policies and applicable law (which copy shall continue to be subject to this Agreement), Related Third Party shall not retain any copies of any such material, in whole or in part, upon destroying or returning the requested documents to Freddie Mac, and shall immediately provide to Freddie Mac a written certification by a duly authorized officer of Related Third Party attesting to such destruction or return.

(d) Legally Required Disclosure. In the event that Related Third Party is required by applicable law, or in any legal, judicial, administrative or similar proceeding, to disclose all or any part of the Confidential Information, it shall (if legally permissible, as determined by Related Third Party's counsel) give Freddie Mac written notice describing the Confidential Information to be disclosed as far in advance of its disclosure as is practicable and will, in consultation with Freddie Mac, take such actions as may be necessary or reasonably requested by Freddie Mac to provide Freddie Mac with a reasonable opportunity to respond as Freddie Mac deems appropriate.

(e) Agreement; Notices and Legends. The terms and conditions of this Agreement (as well as all information regarding the negotiation of this Agreement) shall be deemed to be Confidential Information. Related Third Party shall abide by and reproduce and include any restrictive legend or proprietary rights notice that appears in or on any Confidential Information that it is authorized to reproduce. Related Third Party 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 Confidential Information that it is authorized to reproduce.

(f) No Transfer of Rights. Nothing in this Agreement grants to Related Third Party any rights in or to Confidential Information (including, without limitation, any intellectual property rights related thereto) other than the use rights specifically set forth in this Agreement. Freddie Mac shall be considered the owner of all of the Confidential Information and of all related copyright, trade secret, patent and other intellectual property rights therein.

(g) Injunctive Relief. Related Third Party acknowledges that its breach of its obligations under this Agreement relating to the use or disclosure of Confidential Information is likely to cause irreparable injury to Freddie Mac for which there is no adequate remedy at law. Accordingly, in the event of any such breach Freddie Mac will be entitled to seek injunctive relief in addition to any other remedies available to it under this Agreement, and Related Third Party hereby waives any requirements for the securing or posting of any bond or other security in connection with such injunctive relief.

(h) Security Breaches and Malicious Code Events.

(i) If Related Third Party knows or believes, or if an information or cybersecurity professional could reasonably conclude from circumstances and available information, that (a) there has been any unauthorized access to or acquisition of data or computing resources or any other security issue that may compromise the security, confidentiality, availability or integrity of Confidential Information (a "Security Breach"), or (b) Related Third Party or any User has transmitted Malicious Code to any computer

hardware or software owned, leased or licensed by or on behalf of Freddie Mac or operated by or on behalf of Freddie Mac (“Malicious Code Event”), Related Third Party shall: (A) notify Freddie Mac within twenty-four (24) hours of discovery of the Security Breach or Malicious Code Event, with any such notice by Related Third Party sent to Freddie Mac’s 24/7 Security Monitoring Operations Center via telephone and then subsequently followed-up via email and written notice as provided in Section 11(b); (B) promptly investigate, correct, mitigate or otherwise deal with the Security Breach or Malicious Code Event at its own expense by identifying the Confidential Information affected by the Security Breach and by preventing the continuation and recurrence of the Security Breach; and (C) provide Freddie Mac and its designees all information and assistance needed to enable Freddie Mac to provide timely notices disclosing a Security Breach as required by applicable law, including, without limitation, technical forensics assistance to determine the extent of the Security Breach and identify the names and contact information of affected individuals.

(ii) Notwithstanding the foregoing Section 7(h)(i)(A), Related Third Party must immediately notify Freddie Mac, with any such notice by Related Third Party sent to Freddie Mac’s 24/7 Security Monitoring Operations Center via telephone and then subsequently followed-up via email and written notice as provided in Section 11(b), in the event that a Security Breach, Malicious Code Event, or any other security-related incident or concern causes Related Third Party to shut down, disable, or otherwise cease using system, application or other technology that interacts, directly or indirectly, with any System or that stores or processes data that may be submitted to any System.

(iii) In addition to the other obligations in Section 7(h), Related Third Party shall provide to Freddie Mac (A) such information as Freddie Mac may reasonably request to assist Freddie Mac to evaluate the effect of the Security Breach on Freddie Mac and Freddie Mac’s operations; (B) within 48-hours of incident discovery, all details of the Security Breach or Malicious Code Event known at that time and related internal and external investigations, including technical indicators of compromise (email addresses, hash values, IP addresses, malware code, vector of compromise, etc.), all tactics, techniques, and procedures of the incident, other details surrounding the attack methodology and timing of the compromise, and point of contact information for Related Third Party and any law enforcement agencies involved for further inquiries; (C) details characterizing the nature of information taken or exposed, whether or not Freddie Mac data was taken or exposed, the likelihood of misuse and, if applicable, how any data was misused, any anticipated potential damage estimates (including reputational) if the information was misused, what actions are being taken to protect individuals and business assets in the future, and any resulting after-action reports generated; (D) updates every 24 hours with details on progress made since the last update until the incident giving rise to the Security Breach is fully resolved and closed; (E) the final incident closure report, which includes details such as remediation actions or workarounds or correction that fixed the incident and restored service to its best quality, eradication and recovery steps taken and lessons learned from the incident.

(iv) Without limiting any other rights or remedies that may be available to Freddie Mac, Related Third Party will reimburse Freddie Mac for the expenses Freddie Mac incurs as a result of the Security Breach or Malicious Code Event, including any expenses Freddie Mac incurs in investigating the Security Breach and notifying affected individuals, provided, however, that the parties will work together in good faith to minimize any duplicate expenses. Freddie Mac shall have the right to approve notices provided by Related Third Party (such approval to not be unreasonably withheld) to the extent such

notices identify Freddie Mac or could lead to a belief that Freddie Mac was involved in the Security Breach or Malicious Code Event.

(v) If both Freddie Mac and Related Third Party are legally required to notify affected individuals following a Security Breach, Freddie Mac and Related Third Party agree to discuss whether it would be appropriate and feasible to provide a joint notice. In addition, a party shall have the right to approve, but not to unreasonably withhold approval of, the form of any notice of a Security Breach provided by the notifying party if such notice identifies the non-notifying party or could lead a recipient to believe that the non-notifying party was involved in the Security Breach.

(vi) Notwithstanding anything to the contrary in this Agreement, including but not limited to Section 3(b), Freddie Mac shall have the right, in its sole and absolute discretion, at any time, and without notice, to limit, restrict suspend, and/or terminate Related Third Party access to any System, temporarily or permanently, in connection with a Security Breach, the actual or suspected presence of Malicious Code, or otherwise to address any perceived security concern. If Freddie Mac determines that restoration of all or some level of access may be appropriate following any such action, as a condition to any such restoration of access, Related Third Party shall provide Freddie Mac, upon request (A) any assurances and information as Freddie Mac may deem necessary or appropriate, in its sole and absolute discretion; and (B) an attestation, executed by a duly authorized corporate officer of Related Third Party and with form and substance acceptable to Freddie Mac, in its sole and absolute discretion, of the adequacy of any applicable containment, eradication or remediation of any vulnerability related to any Malicious Code Event or Security Breach, and the eradication of any threat actor from the Related Third Party's environment or any system or technology used by the Related Third Party. Freddie Mac shall have no liability to Related Third Party, any Customer, or any other third party arising out of, related to, or in connection with Freddie Mac's limitation, restriction, suspension, and/or termination of access to any System. This Section 7(h)(vi) is in addition to, and not in limitation of, any other Freddie Mac right, remedy or protections under this Agreement.

(vii) Upon Freddie Mac's request, Related Third Party will provide Freddie Mac with the names of, and any requested contact information for, employees of Related Third Party who will serve as points of contact for Freddie Mac on identified topics pertaining to this Agreement or the Systems, including on information security-related matters ("Designated POCs"). Individuals serving as Designated POCs must have appropriate subject matter expertise and sufficient authority to address the matters designated to them. Related Third Party will promptly (A) notify Freddie Mac when Designated POC is no longer authorized or able to serve as a Designated POC, (B) inform Freddie Mac of any changes to the contact information for a Designated POC, (C) confirm for Freddie Mac the names and contact information for the Designated POCs upon Freddie Mac's request, and (D) replace any Designated POC upon Freddie Mac's request.

(i) Disclosure of Non-Public, Personal Information; Compliance with CCPA and Other Privacy Laws

(A) In addition to the other requirements in this Section 7, Related Third Party will comply with all legal and regulatory requirements applicable to Confidential Information, including those referenced in this Section 7(i).

(B) Related Third Party will implement appropriate measures to: (1) ensure the security and confidentiality of Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; and (3) protect against unauthorized access to or use of Confidential Information.

(C) Freddie Mac or its designee may, in Freddie Mac's sole discretion, monitor or audit Related Third Party to confirm that Related Third Party has satisfied its obligations under Section 7(i)(B); provided that any such monitoring or auditing will not relieve Related Third Party from its obligations under Section 7(i)(B). Related Third Party will cooperate with Freddie Mac to facilitate such monitoring or auditing, as reasonably requested by Freddie Mac. Such monitoring or auditing may include reviewing audits, summaries of test results or other equivalent evaluations.

(D) With respect to any "non-public personal information," as defined in the Gramm-Leach-Bliley Act, ("GLB") and any information that is subject to any applicable privacy or data security law, including information that identifies, relates to or describes a particular individual (collectively, "Protected Personal Information"), Related Third Party will exercise at least the degree of care required by GLB, the Fair Credit Reporting Act, the California Consumer Privacy Act of 2018 ("CCPA") and similar state privacy laws, and other applicable privacy, data security and data disposal laws and the corresponding rules, regulations and guidance (collectively, "Privacy Laws"). Such care will in no event be less than the degree of care required of financial institutions by Privacy Laws.

(E) Related Third Party will collect, store and dispose of Protected Personal Information: (1) in a commercially reasonable manner designed to prevent unauthorized access to or use of Protected Personal Information; and (2) in accordance with all Privacy Laws. Related Third Party will encrypt all Protected Personal Information in its possession or control using software that provides a commercially reasonable level of protection, including encryption while in transit and while in storage on networks and systems. Related Third Party will ensure that Related Third Party will not store Protected Personal Information on laptop computers or other portable devices or media. Related Third Party will not copy or reproduce Protected Personal Information, except to the extent necessary to perform Related Third Party's obligations under this Agreement.

(F) Notwithstanding anything to the contrary in this Agreement, as used in this Section 7(i)(E), the terms "Personal Information," "Processing," "Sell," "Services," and "Verifiable Consumer Request" have the meanings set forth in the CCPA. If and as applicable to Freddie Mac's provision of Personal Information to Related Third Party, or the collection, use, disclosure or other Processing of Personal Information by Related Third Party:

(1) With respect to Personal Information received from or on behalf of Freddie Mac, Related Third Party will not (a) Sell such Personal Information; (b) retain, use, or disclose any Personal Information received from Freddie Mac for any purpose other than the Purpose; and (c) retain, use, or disclose the Personal Information outside of the direct relationship between Related Third Party and Freddie Mac;

(2) Related Third Party hereby certifies that it understands the restrictions set forth in this Section and the CCPA, and that it will comply with same;

(3) Related Third Party will cooperate with Freddie Mac in connection with responding to and complying with a Verifiable Consumer Request to know or to delete Personal Information; and

(4) Related Third Party will cooperate with Freddie Mac in connection with responding to and complying with requests made by individuals who wish to exercise their rights under any other applicable Privacy Laws, including privacy or data security laws enacted by other states that are similar to the CCPA.

## **8. Representations and Warranties; Indemnification**

(a) Related Third Party represents, warrants and agrees that it has obtained or, if applicable, will obtain, legal counsel and has developed policies, systems and procedures to ensure that its use of the Licensed Materials is, and, at all times relevant to this Agreement and any System Exhibit, shall remain, in full compliance with:

- (i) All federal, state and local laws, rules and regulations applicable to its activities in connection with which any Licensed Materials are obtained or used, 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 each of their implementing regulations and commentary, as applicable, and
- (ii) All Privacy Laws and applicable laws, rules, regulations and conventions relating to international communications and the importation and exportation of software and data.

(b) Related Third Party bears sole responsibility for complying with all laws, rules, regulations and conventions set forth in the preceding Section 8(a), and shall not rely on the Licensed Materials in connection with its compliance efforts. Related Third Party acknowledges and agrees that (i) the Licensed Materials do not analyze compliance with laws, regulations, or ordinances, or with any requirements that may be imposed by any regulator, and (ii) Related Third Party's compliance obligations shall in no event be imposed upon, assumed or shared by Freddie Mac as a result of Related Third Party's use of the Licensed Materials.

(c) Related Third Party further represents, warrants and agrees that:

- (i) Each Administrator is an officer of Related Third Party or is otherwise specifically authorized by Related Third Party to perform such administrative functions,
- (ii) Each User is duly authorized to act on behalf of, and has full authority to legally bind Related Third Party by such User's acts and omissions,
- (ii) Each User shall submit only true, complete and accurate Client and other data and information to a System, and Freddie Mac is entitled to rely on the truth, accuracy and completeness of all data and information submitted by each Administrator and any other User to each System, including any data and information submitted through Access Manager, and

(iv) No Malicious Code shall be introduced into any System by or through Related Third Party.

(d) Related Third Party shall indemnify Freddie Mac and its directors, officers, employees, agents, successors and assigns and hold each harmless from and against any and all liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of or relating to any (i) User's use of the Licensed Materials, and/or (ii) breach of a Related Third Party representation, warranty, covenant and/or obligation under this Agreement (including any System Exhibit) or any separate agreement with a Customer, whether such breach arises out of its own action or inaction or the action or inaction of a Customer, any User, or of any Customer or Related Third Party director, officer, employee, contract worker, subcontractor, partner, principal, agent, successor or assign. Freddie Mac shall provide Related Third Party with notice of any such claim after it comes to Freddie Mac's attention.

## **9. Limited Warranty; Liability Limitation**

(a) Freddie Mac represents and warrants that it has the right to grant Related Third Party the rights and permissions specified in this Agreement and any System Exhibit.

(b) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9(a), THE LICENSED MATERIALS AND THE SUPPORT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALL USES OF THE FOREGOING ARE AT RELATED THIRD PARTY'S, A CUSTOMER'S AND EACH USER'S SOLE RISK. FREDDIE MAC MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY DATA OR OTHER INFORMATION OBTAINED, PROVIDED OR TRANSMITTED THROUGH ANY SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY DATA OR OTHER INFORMATION CONTAINED IN A CONSUMER REPORT. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 9(a), ALL WARRANTIES (BOTH EXPRESS AND IMPLIED) CONCERNING THE LICENSED MATERIALS AND THE SUPPORT SERVICES ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, ACCURACY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

(c) ONE OR MORE SYSTEMS MAY INCLUDE COLOR DESIGNATIONS IN THEIR RESPECTIVE OUTPUT, SOME OF WHICH MAY BE EMBEDDED IN ICONS. ANY SUCH COLOR DESIGNATION (INCLUDING ANY ICON IN WHICH SUCH A DESIGNATION IS EMBEDDED) IS INTENDED SOLELY AS A VISUAL GUIDE FOR INDICATING THE NEED (IF ANY) FOR AN AUTHORIZED USER TO REVIEW DATA FILES FOR ERRORS OR INCONSISTENCIES, AS SET FORTH IN THE LICENSED MATERIALS. SUCH DESIGNATIONS AND ICONS ARE NOT PROVIDED FOR ANY OTHER REASON, NOR SHOULD THEY BE USED OR RELIED UPON EXCEPT FOR PURPOSES OF TRIGGERING DATA FILE REVIEWS AS SET FORTH IN THE LICENSED MATERIALS. NO OUTPUT (INCLUDING ANY DESIGNATION OR ICON) GENERATED BY A SYSTEM SHALL BE INTERPRETED OR CONSTRUED AS GIVING RISE TO ANY AGREEMENT OR OBLIGATION ON THE PART OF FREDDIE MAC TO PURCHASE ANY MORTGAGE ASSOCIATED WITH THE OUTPUT.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR IN ANY SYSTEM EXHIBIT:

(i) FREDDIE MAC WILL HAVE NO LIABILITY TO (A) RELATED THIRD PARTY, OR (B) ANY CUSTOMER, ANY USER OR ANY OTHER INDIVIDUAL OR ENTITY (EACH AN, "OTHER PARTY") FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL



DAMAGES OF ANY TYPE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR RELATING IN ANY MANNER WHATSOEVER TO THE LICENSED MATERIALS, THE SUPPORT SERVICES, OR ANY USE THEREOF, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FREDDIE MAC, RELATED THIRD PARTY OR ANY OTHER PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- (ii) FREDDIE MAC WILL HAVE NO LIABILITY TO ANY OTHER PARTY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THE LICENSED MATERIALS, THE SUPPORT SERVICES, OR ANY USE OF OR INABILITY TO USE THE LICENSED MATERIALS OR SUPPORT SERVICES.
- (iii) WITHOUT LIMITING THE PROVISIONS OF SECTIONS 9(d)(i) AND (ii), FREDDIE MAC'S SOLE LIABILITY ARISING OUT OF OR RELATING TO THE LICENSED MATERIALS OR THE SUPPORT SERVICES FROM ANY SOURCE AND UNDER ANY THEORY OF LIABILITY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, OR IN TORT OR WARRANTY, WILL CONSIST OF ACTUAL MONETARY DAMAGES UP TO, BUT NOT TO EXCEED, AN AGGREGATE OF FIVE THOUSAND DOLLARS (\$5,000).

(e) FREDDIE MAC AND RELATED THIRD PARTY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN (i) REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THEM (INCLUDING, WITHOUT LIMITATION, THE POSSIBILITY THAT A REMEDY MAY FAIL ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), WITHOUT WHICH THE PARTIES WOULD NOT HAVE BEEN WILLING TO ENTER INTO THIS AGREEMENT OR ANY SYSTEM EXHIBIT INCORPORATED HEREIN, AND (ii) FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## **10. Term and Termination**

(a) The term of (i) this Agreement shall commence on the date that it is entered into by a duly authorized representative of Related Third Party, and (ii) any System Exhibit shall commence in accordance with its terms. Except as set forth in this Section 10, the term of this Agreement or any System Exhibit shall continue in full force and effect until terminated by Related Third Party upon thirty (30) days' prior written notice to Freddie Mac, or by Freddie Mac upon ten (10) days' prior written notice to Related Third Party.

(b) Without limiting Freddie Mac's rights to terminate any User's access to a System as provided for in this Agreement, Freddie Mac may terminate this Agreement and/or any System Exhibit and/or Related Third Party's rights to access and use any specific System pursuant to this Agreement, effective immediately, upon notice to Related Third Party in the event of any default by Related Third Party under this Agreement or a System Exhibit, or any default by Related Third Party under the terms of any other agreement between Freddie Mac and Related Third Party.

(c) Freddie Mac may terminate Related Third Party's and its Authorized User's rights to use any System if Related Third Party or any of its employees, contract workers, directors or officers identified in the Freddie Mac Exclusionary List (including any of the foregoing who are Authorized Users)

participates either in the origination or sale of a mortgage loan to Freddie Mac or in the underlying real estate transaction.

(d) All System Exhibits and the rights of all Authorized Users to use each System will terminate as of the effective date of termination of this Agreement. Freddie Mac may terminate, in its sole discretion and without notice, what it believes to be unauthorized access to any System by any User.

(e) Upon termination of Related Third Party's right to use a System, Related Third Party will have no further right to access such System or any associated Documentation, Output or Support Services, except that Related Third Party may retain and continue to use a copy of any Output associated with the System to the extent required by (i) Related Third Party's normal internal quality control processes or document retention protocols, or (ii) applicable law, in each case subject to the provisions of this Agreement and any applicable System Exhibit. Upon termination, Related Third Party will promptly, and in no event later than thirty (30) days after the effective date of such termination, return to Freddie Mac (or, if requested by Freddie Mac, destroy and have an officer of Related Third Party certify in writing that it has destroyed) all copies of Distributed Code and Documentation.

(f) Any provisions of this Agreement (including any System Exhibit) that contemplate their continuing effectiveness, including, but not limited to, Sections 2(b), 3, 6, 7, 8, 9, 10(f) and 11 hereof shall survive any termination of this Agreement or such System Exhibit.

## **11. Miscellaneous**

(a) Related Third Party shall not assign any of its rights or obligations under this Agreement or any System Exhibit in any manner whatsoever without Freddie Mac's prior written consent.

(b) Any notice required or permitted to be given by either party under the terms of this Agreement, including, but not limited to, notice of an amendment to the terms of this Agreement or any System Exhibit, shall be given in a writing printed in paper or "hard copy" form and sent via the United States Postal Service or by FedEx, the United Parcel Service, or DHL, or, in the case of notices by Freddie Mac, may be (i) given via electronic mail, including to any Administrator, User, or other individual identified on any Form, or (ii) provided to any Administrator or User via any System; *provided, however*, that Related Third Party may provide notifications required under Section 5(c) via Access Manager. Each notice so sent shall be deemed to be given (i) upon delivery by FedEx, the United Parcel Service, DHL or Access Manager, or (ii) three (3) business days after being sent via electronic mail or provided via any System, or after being deposited in the United States mail, postage prepaid, with registered or certified service, return receipt requested. Notices to Freddie Mac must be sent to the attention of the Vice President, Single Family Real Estate, at 8200 Jones Branch Drive, McLean, VA 22102. Notices to Freddie Mac pursuant to Section 7(h)(i) must be sent to Freddie Mac's 24/7 Security Monitoring Operations Center first by phone and then subsequently followed up by email, as follows:

Phone: 571-382-3333

email: [CyberSOC@freddiemac.com](mailto:CyberSOC@freddiemac.com)

Notices to Related Third Party may also be sent to the contact person for notices hereunder as directed on the signature page.

(c) The failure of either party to exercise in any respect any right or remedy provided for in this Agreement shall not be deemed a waiver of such right or remedy. No waiver at any time of any provision of this Agreement or any System Exhibit (either such document, a "License") will be deemed a waiver of any other provision of that License or any other License, or a waiver of that or any other provision of this License or any other License at any other time.

(d) Related Third Party recognizes that it is responsible for obtaining and maintaining connectivity to each System at its own expense in accordance with the Documentation.

(e) This Agreement and each System Exhibit will be construed, and the rights and obligations of the parties hereunder determined, in accordance with the laws of the Commonwealth of Virginia, without regard to provisions concerning conflicts of law. Any dispute arising out of or in connection with this Agreement and any System Exhibit shall be settled in a proceeding brought in the United States District Court for the Eastern District of Virginia, and Related Third Party irrevocably submits to the jurisdiction and venue of that Court. In no event will the Uniform Computer Information Transactions Act (or any substantially similar law) apply to this Agreement. Subject to the provisions of Section 9 above, the rights and remedies of the parties are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.

(f) If any provision of this Agreement or a System Exhibit is held invalid, illegal or unenforceable, such provision will to that extent be deemed omitted from this Agreement or such System Exhibit, and the remaining provisions of the Agreement or System Exhibit will continue to be valid and enforceable and will not be affected in any way.

(g) This Agreement and each System Exhibit is (1) binding upon the parties and (as permitted under Section 11(a)), their respective successors and assigns, and (2) encompasses the entire agreement of the parties regarding the subject matter hereof, and supersedes and extinguishes all previous understandings and agreements between the parties regarding the subject matter hereof, whether oral or written. In the event of a conflict between a term or condition of this Agreement and a term or condition of any System Exhibit, the term or condition of the System Exhibit shall prevail. In the event of a conflict between a term or condition of this Agreement and a term or condition of any agreement entered into by and between Related Third Party and a Customer or agreement entered into by and between Related Third Party and Freddie Mac pertaining to any System, the term or condition of this Agreement shall prevail, except to the extent the term or condition of such other agreement is more protective of Freddie Mac's interests, in which case such other term or condition shall prevail.

(h) Freddie Mac may amend this Agreement and each System Exhibit by providing notice to Related Third Party of the terms of such amendment in accordance with Section 11(b). Related Third Party's use of any System on and after the effective date of any such amendment shall constitute Related Third Party's consent to, and agreement with, the terms of the amendment.

(i) This Agreement may be signed in ink on paper or by an electronic signature. The Agreement may also be signed in any number of counterparts and by each party on separate counterparts, each of which, when so executed, shall be deemed to be an original, and all such counterparts shall constitute but one and the same Agreement. Without limiting the generality of the foregoing, this Agreement may be signed and/or transmitted by email or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's

handwritten signature. The parties further consent and agree that (i) to the extent a party signs this Agreement using electronic signature technology, by clicking "SIGN" or otherwise affixing an electronic signature or similar mark, such party is signing this Agreement electronically; and (ii) the electronic signatures appearing on this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

**THE ELECTRONIC OR HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED REPRESENTATIVE OF RELATED THIRD PARTY ON A FORM WITH WHICH THIS AGREEMENT IS LOGICALLY ASSOCIATED (INCLUDING ON ANY FORM, WHETHER IN ACCESS MANAGER OR OTHERWISE) CONSTITUTES RELATED THIRD PARTY'S (1) ACCEPTANCE OF FREDDIE MAC'S OFFER TO ENTER INTO THIS AGREEMENT AND BECOME BOUND HERETO, OR (2) REAFFIRMATION OF THE AGREEMENT (INCLUDING AS MAY HAVE BEEN AMENDED FROM TIME TIME-TO-TIME THROUGH SUBSEQUENT VERSIONS MADE AVAILABLE TO RELATED THIRD PARTY IN ACCORDANCE WITH THIS AGREEMENT). THIS AGREEMENT INCLUDES EACH OF THE INCORPORATED SYSTEM EXHIBITS, INCLUDING THE SYSTEM EXHIBIT FOR SPECIFICATIONS, SYSTEM EXHIBIT FOR LOAN ADVISOR®, SYSTEM EXHIBIT FOR LOAN PRODUCT ADVISOR®, SYSTEM EXHIBIT FOR LOAN QUALITY ADVISOR®, SYSTEM EXHIBIT FOR HVE®, SYSTEM EXHIBIT FOR LOAN COVERAGE ADVISOR®, SYSTEM EXHIBIT FOR LOAN SELLING ADVISOR®, SYSTEM EXHIBIT FOR QUALITY CONTROL ADVISOR®, SYSTEM EXHIBIT FOR ECO<sup>SM</sup>: EVALUATE|COMPARE|OPTIMIZE<sup>SM</sup>, SYSTEM EXHIBIT FOR SERVICING GATEWAY, SYSTEM EXHIBIT FOR BPODIRECT®, AND THE SYSTEM EXHIBIT FOR PAID, AS APPLICABLE, AND IN ACCORDANCE WITH THEIR RESPECTIVE TERMS AND CONDITIONS.**

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for Specifications**

THIS SYSTEM EXHIBIT FOR SPECIFICATIONS is made and entered into by and between Freddie Mac and Related Third Party, as set forth below.

**1. Scope and applicability**

The Specifications are licensed pursuant to this System Exhibit and the Agreement.

Immediately upon a User's first access to Specifications made available by Freddie Mac on or after the Effective Date, with respect to such Specifications, Related Third Party shall be bound by (a) this System Exhibit, and (b) the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

The definitions below apply for purposes of this System Exhibit. Capitalized terms used but not defined in this System Exhibit have the meaning set forth in the Agreement.

(a) "Consumer Message" means a finding or message developed by Related Third Party (including on behalf of a Customer) that is readily understood by a consumer and is made available to such consumer through the Related Third Party Platform.

(b) "Interface" means one or more technical or user interfaces (including any application programming interface or "API") developed, owned and/or maintained by or on behalf of Related Third Party that enables Users to communicate with and use one or more Systems through the transmission and receipt of data and other information to and from, each such System by means of the Related Third Party Platform.

(c) "L2C Specifications" means any 'lender-to-consumer' Specifications provided to Related Third Party that enable it to develop Consumer Messages

(d) "Related Third Party Platform" means a custom loan origination, servicing or other technology platform (including any web-based application, software or system, as well as each Interface and all releases, upgrades and other modifications thereto) developed, owned and/or maintained by or on behalf of Related Third Party.

(e) "Related Third Party Test Materials" has the meaning set forth in 3(d).

(f) "Specifications" mean the specifications, including L2C Specifications, integration guides and any related technical documentation provided by or on behalf of Freddie Mac to enable the development and maintenance of each Interface, and Consumer Message, as applicable, including any Specification Update.

(g) "Specification Update" has the meaning set forth in Section 3(c).

### **3. Provision of the Specifications; Development and Use of the Interface**

(a) Freddie Mac shall provide discrete sets of Specifications to Related Third Party to facilitate Related Third Party's development of Consumer Messages and one or more Interfaces relating to one or more Systems. Each set of Specifications constitutes Confidential Information of Freddie Mac as defined in and governed under the Agreement. The terms and conditions of the System Exhibit shall apply to all Specifications.

(b) Related Third Party shall develop and maintain the Interface and each Consumer Message solely and exclusively at its own direction, cost and expense, and shall have complete and exclusive ownership of the Interface and each Consumer Message subject to (i) the license set forth in Section 3(f), and (ii) any separate agreement required under Section 4(d) of the Agreement.

(c) Related Third Party shall be solely responsible for the accuracy, technical sufficiency and functionality of the Interface. The Interface shall at all times comply in all respects with the Specifications, including any modifications to or replacements of the Specifications (each such modified or replaced version of a Specification referred to herein as a "Specification Update") as Freddie Mac may undertake from time to time.

(d) As between Freddie Mac and Related Third Party, Related Third Party shall be solely responsible for the accuracy of each Consumer Message, each of which shall at all times comply in all respects with (i) the Specifications, including the L2C Specifications, and (ii) all federal, state and local laws, rules and regulations applicable to a Consumer Message, 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 each of their implementing regulations and commentary, as applicable. Freddie Mac has the right, but not the obligation, to review and comment on each Consumer Message. Related Third Party shall promptly make (or cause to be made) any modifications to a Consumer Message that Freddie Mac may request, and in no event shall any Consumer Message contain any (x) System-generated feedback message, report, other output or any component thereof, including, without limitation, any credit risk categorization or loan purchase eligibility such as "Accept" or "Eligible," or (y) reference to Freddie Mac or a System which reference has not previously been approved in writing by an officer of Freddie Mac.

(e) Freddie Mac will make its customer test environment available to Related Third Party to facilitate Interface testing. Except as set forth below in Section 3(f), Related Third Party and Freddie Mac may mutually agree to test Related Third Party's implementation of the Specifications. In such event, Freddie Mac may retain a third-party vendor to perform such testing on Freddie Mac's behalf, and Related Third Party shall provide to Freddie Mac and/or its vendor (i) one access privilege or one copy of the Related Third Party Platform, (ii) one copy of each export and any other file (including any Consumer Message), along with any associated documentation that includes the results of Related Third Party's testing (collectively with the Related Third Party Platform, the "Related Third Party Test Materials"), and (iii) reasonable assistance in such testing. Related Third Party shall use commercially reasonable efforts to correct any defects in the Interface revealed by any such testing. In addition to the foregoing, Related Third Party will correct any "bugs" or other defects in the Interface promptly after it receives notice thereof from Freddie Mac.

(f) From time to time Freddie Mac may make Specification Updates available to Related Third Party, which Related Third Party shall implement in accordance with the timelines and testing requirements (if any) set forth in each Specification Update.

(i) Freddie Mac will provide Related Third Party with as much notice as is practicable under the circumstances with respect to each Specification Update, including any such update that Freddie Mac directs Related Third Party to implement on an emergency basis.

(ii) If Freddie Mac does not specify an implementation timeline for a Specification Update, the implementation date shall be ninety (90) days after publication of the Specification Update.

(iii) If a Specification Update sets forth testing requirements, Related Third Party shall not implement an associated version of its Interface or any related Consumer Message until Freddie Mac has successfully conducted its review and, as applicable, testing with Related Third Party.

(g) Related Third Party hereby grants to Freddie Mac a royalty free, nonexclusive, nontransferable license to use the Related Third Party Test Materials for testing and evaluation purposes as permitted under this Section 3.

#### **4. Representations and Warranties**

In addition to representations, warranties and covenants made in the Agreement, Related Third Party represents, warrants and covenants that (i) the Interface will comply with the Specifications, (ii) each Consumer Message will comply with all laws and regulations as set forth in Section 3(d), (iii) the Interface will accurately transmit to each applicable System all data and information input into the Interface, (iv) the Related Third Party Platform will not violate any patents, copyrights or other proprietary rights belonging to third parties, and (v) Related Third Party will use its best efforts to ensure that the Related Third Party Platform will at all times be and remain free of computer viruses and any code designed or likely to cause any System to malfunction or self-destruct or to allow unauthorized access or cause harm to the System.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO SPECIFICATIONS, Related Third Party has expressed its agreement to the foregoing with respect to such Specifications.

**RELATED THIRD PARTY AGREEMENT**  
**(the “Agreement”)**  
**System Exhibit for Loan Advisor**<sup>®</sup>

THIS SYSTEM EXHIBIT FOR LOAN ADVISOR is made and entered into by and between Freddie Mac and Related Third Party, as set forth below.

**1. Scope and applicability**

Loan Advisor is the collection of Systems, and their associated application programming interfaces (API) and services, licensed pursuant to this System Exhibit, other System Exhibits referenced in this System Exhibit, and the Agreement.

Immediately upon a User's first access to a System identified in this System Exhibit or other System Exhibits referenced in this System Exhibit on or after the Effective Date, Related Third Party shall be bound by the (a) System Exhibit associated with such System, and (b) Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

The definitions below apply for purposes of this System Exhibit. Capitalized terms used but not defined in this System Exhibit have the meaning set forth in the Agreement or in any other System Exhibit applicable to a System included within Loan Advisor.

(a) Loan Advisor Data Share API has the meaning set forth in Section 10.

(b) “Loan Advisor” is the collection of Systems, and their associated APIs and services, which currently include Loan Product Advisor<sup>®</sup>, Loan Quality Advisor<sup>®</sup>, Loan Collateral Advisor<sup>®</sup>, Loan Closing Advisor<sup>®</sup>, Loan Coverage Advisor<sup>®</sup>, Loan Selling Advisor<sup>®</sup>, Quality Control Advisor<sup>®</sup>, Condo Project Advisor<sup>®</sup>, and Loan Advisor Data Share API, all as described in their respective Documentation.

(c) “Uniform Appraisal Dataset” is a common dataset that defines all fields required for an appraisal submission for specific appraisal forms, and standardizes definitions and responses for a key subset of data fields.

(d) “Uniform Closing Dataset” is a common dataset that allows information on the Consumer Financial Protection Bureau's Closing Disclosure to be communicated electronically in a standardized format.

(e) “Uniform Collateral Data Portal<sup>®</sup>” is a portal through which Related Third Party submits appraisal data to Freddie Mac on behalf of a Customer that conforms to the Uniform Appraisal Dataset standards and requirements. Uniform Collateral Data Portal (“UCDP”) is not a System, and is not to be construed as such. Nonetheless, Freddie Mac and its agents and contractors shall have the right to use, reproduce, modify, disclose, sublicense, distribute and retain all information and data submitted to the UCDP and designated for delivery to Freddie Mac, including, but not limited to, any field on an appraisal report and the contents thereof, all information and data entered by Related Third Party or on Related Third Party's behalf, and any other information and data obtained by or transmitted through the UCDP,



(collectively, the "UCDP Data") as follows: (i) for all purposes related to the UCDP, the appraisal, the loan and any securities to which the UCDP Data relates, (ii) for analytic, modeling, quality control, fraud detection, information security and similar purposes, (iii) in connection with other data and services obtained or provided by Freddie Mac, (iv) for internal purposes, including, without limitation, system monitoring, maintenance and security, (v) as required to comply with applicable laws, regulations, court orders and the order of an agency that either regulates or has jurisdiction over Freddie Mac, and (vi) in order to enforce Freddie Mac's rights and remedies

### **3. Loan Product Advisor**

Loan Product Advisor is licensed pursuant to the System Exhibit for Loan Product Advisor.

### **4. Loan Quality Advisor**

Loan Quality Advisor is licensed pursuant to the System Exhibit for Loan Quality Advisor.

### **5. Loan Collateral Advisor**

Loan Collateral Advisor is a System licensed pursuant to this System Exhibit that Authorized Users may use to submit appraisal files to the System on behalf of a Customer via the Uniform Collateral Data Portal. Authorized Users shall submit such files in a format that is consistent with the Uniform Appraisal Dataset requirements. Utilizing proprietary and publicly available databases, Loan Collateral Advisor performs assessments of (a) appraisers' opinions of value, (b) appraisal quality, and (c) support for value conclusions in any files so submitted, and returns findings (*i.e.*, "Output," within the meaning of the Agreement) to Authorized Users.

### **6. Loan Closing Advisor**

Loan Closing Advisor is a System licensed pursuant to this System Exhibit that Authorized Users may use to submit loan files containing data obtained at settlement to the System on behalf of a Customer. Authorized Users shall submit such files in a format that is consistent with the Uniform Closing Dataset requirements. Loan Closing Advisor will evaluate each such loan file against the Uniform Closing Dataset and other data values and provide related findings as to various data validation and other data quality issues (*i.e.*, "Output," within the meaning of the Agreement) to Authorized Users.

### **7. Loan Coverage Advisor**

Loan Coverage Advisor is licensed pursuant to the System Exhibit for Loan Coverage Advisor.

### **8. Loan Selling Advisor**

Loan Selling Advisor is licensed pursuant to the System Exhibit for Loan Selling Advisor.

### **9. Quality Control Advisor**

Quality Control Advisor is licensed pursuant to the System Exhibit for Quality Control Advisor.

### **10. Loan Advisor Data Share API**

Loan Advisor Data Share API, an API to enable Authorized Users to access certain data, information and documents, for use by Authorized Users, is a System licensed pursuant to this System Exhibit. As further described in its Documentation, Loan Advisor Data Share API, among other things, enables access, via

system-to-system call and response method, to certain data, information and documents (*i.e.*, “Output,” within the meaning of the Agreement) from the following Loan Advisor Systems: Loan Product Advisor, Loan Closing Advisor, Loan Collateral Advisor, and Loan Quality Advisor. Loan Advisor Data Share API also enables sharing of certain Output from those Loan Advisor Systems among and between Related Third Party and Customers or other related third parties. Without limiting the generality of any other provision of this System Exhibit or the Agreement, Related Third Party expressly consents to the sharing and receipt of such Output, data and information.

#### **11. Condo Project Advisor**

Condo Project Advisor is a System licensed pursuant to this System Exhibit that, as more fully described in its Documentation and depending on the entity type and use roles, enables Authorized Users to: (a) submit, track and obtain certain Output pertaining to single-unit condominium waivers; (b) submit, track and/or obtain status-related Output for condominium projects; and (c) submit other information and obtain other Output, as may be described in the Documentation for Condo Project Advisor. The specific Condo Project Advisor functionality, features and Output that may be made available to Related Third Party may reflect only a subset of what is available to Customers or other users.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO A SYSTEM IDENTIFIED HEREIN, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the “Agreement”)**  
**System Exhibit for Loan Product Advisor**<sup>®</sup>

THIS SYSTEM EXHIBIT FOR LOAN PRODUCT ADVISOR is made and entered into by and between Freddie Mac and Related Third Party, as set forth below.

**1. Scope and applicability**

Loan Product Advisor is the System licensed pursuant to this System Exhibit and the Agreement. As set forth in its Documentation, Loan Product Advisor is a successor System to Loan Prospector<sup>®</sup>.

Immediately upon a User's first access to Loan Product Advisor on or after the Effective Date, Related Third Party shall be bound by (a) this System Exhibit, and (b) the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

The definitions below apply for purposes of this System Exhibit. Capitalized terms used but not defined in this System Exhibit have the meaning set forth in the Agreement or in any other applicable System Exhibit.

- (a) “Applicant” means any consumer with respect to whom Loan Application Information is submitted to the System.
- (b) “Closed Loan” has the meaning set forth in 3(a)(i).
- (c) “Credit Report” has the meaning set forth in Section 4(a).
- (d) “Credit Reporting Agency” has the meaning set forth in Section 4(a).
- (e) “Eligible Mortgage” has the meaning set forth in Section 6(a).
- (f) “HVE<sup>®</sup>” is the System described in its Documentation and licensed pursuant to Section 5 and the HVE System Exhibit.
- (g) “Loan Application Information” means data and information concerning any actual and/or potential mortgage loan (including Credit Reports) a User submits to the System.
- (h) “Open Loan” has the meaning set forth in Section 3(a)(i).

### **3. License Limitation**

(a) In addition to the provisions of Section 2 of the Agreement,

(i) An Authorized User may enter data into the System on its own behalf (or on behalf of a Customer while using a Customer Credential) solely in connection with (A) an existing mortgage loan in which Related Third Party (or such Customer) has a beneficial ownership interest (i.e., a "Closed Loan"), or (B) a potential mortgage loan for which Loan Application Information has been obtained by Related Third Party (i.e., an "Open Loan"), and

(ii) Under no circumstances shall Related Third Party provide any Output to any third party, other than a (A) Customer on behalf of which it has obtained such Output, or (B) consumer to which such Output relates upon his or her request.

(b) Freddie Mac may include additional limitations in the Documentation regarding the types Closed Loans, Open Loans and Loan Application Information that may be submitted to the System.

### **4. Credit Report Retrieval**

(a) With respect to any Closed Loan or Open Loan submitted to the System, Related Third Party may use the System to request and obtain a consumer credit report ("Credit Report") on Applicant(s) and/or borrower(s) associated with such loans from a credit repository or credit bureau (each a "Credit Reporting Agency"). To effect any such request for and receipt of a Credit Report, Related Third Party shall submit to the Credit Reporting Agency via the System either (i) its subscriber number(s), including any merged credit reference number and/or other authenticating credential(s) issued to Related Third Party under its contract with the Credit Reporting Agency, or (ii) if obtaining the Credit Report on behalf of a Customer, any applicable Customer Credentials, as well as such Customer's subscriber number(s), including any merged credit reference number and/or other authenticating credential(s) issued to such Customer under its contract with the Credit Reporting Agency.

(b) With respect to any Credit Report retrieved as set forth in this Section 4, Related Third Party on its own behalf or as agent of the Customer on behalf of which it obtains such Credit Report, hereby:

(i) Certifies that it or such Customer has a permissible purpose under applicable state and federal fair credit reporting laws to obtain the Credit Report retrieved in conjunction with an Open Loan or a Closed Loan,

(ii) Authorizes the System on its or such Customer's behalf to retrieve, process, assess, store and share the Credit Report, including with such Customer, and

(iii) Appoints the System as its limited agent for the sole purpose of having the System effect such Credit Report retrieval, processing, assessment, storage and sharing.

(c) This System Exhibit does not create any principal or agency relationship other than the limited agency set forth in the preceding Section 4(b)(iii), and (except with respect to its agency relationship required under Section 4(d) of the Agreement), Related Third Party shall not assert or

represent to any third party the existence of any other principal or agency relationship arising from or in connection with this System Exhibit or otherwise.

(d) Related Third Party acknowledges and agrees that Credit Reports constitute System Data for purposes of the Agreement.

## **5. Home Value Explorer® (HVE®) Output**

From time to time, Related Third Party may receive Output from HVE, another System, directly through Loan Product Advisor (as opposed to by means of an authorized HVE distributor or re-seller). The HVE Output is provided pursuant to the HVE System Exhibit.

## **6. Excess Capacity Timesharing**

(a) Freddie Mac provides the System in part to assist Related Third Party in assessing whether a mortgage loan may be eligible for sale to Freddie Mac, which eligibility is determined, among other things, by the mortgage loan amount not exceeding the unpaid principal balance amount that Freddie Mac is permitted to purchase (any such mortgage loan, an "Eligible Mortgage").

(b) The System has excess capacity beyond that required for identifying Eligible Mortgages, and Related Third Party may, consistent with the Purpose and on a timesharing basis, use the System to assess Mortgages other than Eligible Mortgages.

## **7. Representations and Warranties**

Without limiting the representations, warranties and agreements set forth in Section 8 of the Agreement, Related Third Party further represents, warrants and agrees that:

(a) Related Third Party shall provide any adverse action or other notice as and in the manner required under applicable law to be provided to an Applicant for which Related Third Party or, as applicable, any Customer, has taken "adverse action" (as that term is defined under applicable law) with respect to such Applicant, and

(b) It shall exercise its own independent judgment in determining (A) whether to extend credit, or (B) the terms of any credit offered, and shall not rely on any Output as the determining factor in its decisions.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO LOAN PRODUCT ADVISOR, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for Loan Quality Advisor**<sup>®</sup>

THIS SYSTEM EXHIBIT FOR LOAN QUALITY ADVISOR is made and entered into by and between Freddie Mac and Related Third Party, as set forth below.

**1. Scope and applicability**

Loan Quality Advisor is the System licensed pursuant to this System Exhibit and the Agreement.

Immediately upon a User's first access to Loan Quality Advisor on or after the Effective Date, Related Third Party shall be bound by (a) this System Exhibit, and (b) the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

The definitions below apply for purposes of this System Exhibit. Capitalized terms used but not defined in this System Exhibit have the meaning set forth in the Agreement, or any other applicable System Exhibit.

- (a) "Applicant" means any consumer with respect to whom a Loan Application is submitted to the System.
- (b) "Closed Loan" has the meaning set forth in 3(a)(i).
- (c) "Credit Report" has the meaning set forth in Section 4(a).
- (d) "Credit Reporting Agency" has the meaning set forth in Section 4(a).
- (e) "Loan Application Information" means data and information concerning any actual and/or potential mortgage loan (including Credit Reports) a User submits to the System.
- (f) "Open Loan" has the meaning set forth in Section 3(a)(ii).

**3. License Limitation**

(a) In addition to the provisions of Section 2 of the Agreement, an Authorized User may enter data into the System on its own behalf (or on behalf of a Customer while using a Customer Credential) solely in connection with (i) an existing mortgage loan in which Related Third Party (or such Customer) has a beneficial ownership interest (i.e., a "Closed Loan"), or (ii) a potential mortgage loan for which Loan Application Information has been obtained by Related Third Party (i.e., an "Open Loan").

(b) Freddie Mac may include additional limitations in the Documentation on the types of Closed Loans, Open Loans and Loan Application Information that may be submitted to the System.

#### **4. Credit Report Retrieval**

(a) With respect to any Closed Loan or Open Loan submitted to the System, Related Third Party may use the System to request and obtain a consumer credit report ("Credit Report") on Applicant(s) and/or borrower(s) associated with such loans from a credit repository or credit bureau (each a "Credit Reporting Agency"). To effect any such request for and receipt of a Credit Report, Related Third Party shall submit to the Credit Reporting Agency via the System either (i) its subscriber number(s), including any merged credit reference number and/or other authenticating credential(s) issued to Related Third Party under its contract with the Credit Reporting Agency, or (ii) if obtaining the Credit Report on behalf of a Customer, any applicable Customer Credentials, as well as such Customer's subscriber number(s), including any merged credit reference number and/or other authenticating credential(s) issued to such Customer under its contract with the Credit Reporting Agency.

(b) With respect to any Credit Report retrieved as set forth in this Section 4, Related Third Party on its own behalf or as agent of the Customer on behalf of which it obtains such Credit Report, hereby:

(i) Certifies that it or such Customer has a permissible purpose under applicable state and federal fair credit reporting laws to obtain the Credit Report retrieved in conjunction with an Open Loan or a Closed Loan,

(ii) Authorizes the System on its or such Customer's behalf to retrieve, process, assess, store and share the Credit Report, including with such Customer, and

(iii) Appoints the System as its limited agent for the sole purpose of having the System effect such Credit Report retrieval, processing, assessment, storage and sharing.

(c) This System Exhibit does not create any principal or agency relationship other than the limited agency set forth in the preceding Section 4(b)(iii), and (except with respect to its agency relationship required under Section 4(d) of the Agreement), Related Third Party shall not assert or represent to any third party the existence of any other principal or agency relationship arising from or in connection with this System Exhibit or otherwise.

(d) Related Third Party shall establish or, as applicable, amend separate contractual relationships with any Credit Reporting Agency from which the System retrieves a Credit Report as set forth in this Section 4 so as to require the Consumer Reporting Agency to denote in a consumer's file that any Credit Report retrieved through the System on an Open Loan or a Closed Loan is an account review inquiry, or "soft pull," as that term is commonly understood in the credit reporting industry.

(e) Related Third Party acknowledges and agrees that Credit Reports constitute System Data for purposes of the Agreement.

#### **5. Representations and Warranties**

Without limiting the representations, warranties and agreements set forth in Section 8 of the Agreement, Related Third Party further represents, warrants and agrees that:

(a) It shall use the System solely in connection with Open Loans and Closed Loans for purposes of (A) obtaining the System's view of the risk associated with such loan, (B) determining whether such loan may be eligible for sale to Freddie Mac, (C) validating that the data associated with the last file submission in Loan Product Advisor is the same as that in the file currently submitted through the System, and (D) obtaining an assessment of whether such loan, if sold to Freddie Mac, might be eligible for certain representation and warranty relief; and

(b) It shall not use the System as a basis for any credit determination, whether on its own behalf or on behalf of a Customer.

## **6. Additional System Disclaimer**

IN ADDITION TO AND NOT IN LIMITATION OF ANY DISCLAIMER IN SECTION 9(c) OF THE AGREEMENT, ANY COLOR DESIGNATION (INCLUDING ANY SUCH DESIGNATION EMBEDDED IN AN ICON) GENERATED BY THIS SYSTEM AS PART OF ANY RISK ASSESSMENT OUTPUT IS INTENDED ONLY AS A VISUAL GUIDE FOR INDICATING THE RISK CLASS ASSOCIATED WITH THE DATA FILE. SUCH DESIGNATION AND ICON ARE NOT PROVIDED FOR ANY OTHER REASON, NOR SHOULD THEY BE USED OR RELIED UPON EXCEPT FOR PURPOSES OF TRIGGERING DATA FILE REVIEWS AS SET FORTH IN THE LICENSED MATERIALS.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO LOAN QUALITY ADVISOR, Related Third Party has expressed its agreement to the foregoing.



**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for HVE®**

THIS SYSTEM EXHIBIT FOR HVE is made and entered into by and between Freddie Mac and Related Third Party, as set forth below.

**1. Scope and applicability**

HVE is the System licensed pursuant to this System Exhibit and the Agreement.

Immediately upon a User's first access to HVE on or after the Effective Date, Related Third Party shall be bound by (a) this System Exhibit, and (b) the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

The definitions below apply for purposes of this System Exhibit. Capitalized terms used but not defined in this System Exhibit have the meaning set forth in the Agreement or the Freddie Mac Seller/Service Guide.

- (a) "HVE Data" means Output generated by HVE (including any such Output as may be transmitted to Users via Loan Product Advisor®), as described in the Documentation.
- (b) "Legal Requirements" has the meaning set forth in 3(c).
- (c) "Loan Product Advisor" means Freddie Mac's automated underwriting system which is a successor System to Loan Prospector.

**3. Uses, Disclosure and Copying of HVE Data**

The obligations of Related Third Party under this Section 3 shall be in addition to its obligations under Section 7 of the Agreement.

- (a) Related Third Party shall treat all HVE Data as strictly confidential. Without limiting the foregoing:
  - (i) Related Third Party shall keep all HVE Data, including any notes, files or reports that are based on HVE Data, confidential except to the extent Freddie Mac agrees otherwise in writing; and
  - (ii) Except to the extent otherwise (A) agreed upon by Freddie Mac in writing, (B) required under the Home Mortgage Disclosure Act and its implementing regulations and associated regulatory guidance, or (C) expressly permitted in this System Exhibit, Related Third Party shall not disclose HVE Data, except to its Customers, employees and contractors who need access to such data in order to obtain or perform the Mortgage Services.

(b) Related Third Party shall exercise at least the same degree of care to preserve the confidentiality of the HVE Data that it exercises to protect its own confidential information of a similar level of sensitivity, but in no event less than a reasonable standard of care. Without limiting the application of Section 8 of the Agreement, in its use of HVE Data, Related Third Party shall comply with all applicable laws, including the privacy provisions of the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as it may be amended from time to time, and the applicable regulations promulgated thereunder, as such regulations are amended from time to time.

(c) Related Third Party also may disclose HVE Data to the extent, and only to the extent, necessary to comply with orders or subpoenas issued by a court of competent jurisdiction or with regulatory examiners with jurisdiction over Related Third Party, or to the extent otherwise required by applicable law (the "Legal Requirements") provided that prior to any particular such disclosure:

(i) Related Third Party provides to Freddie Mac reasonable notice of the Legal Requirement and takes, at its own expense, such actions as may be necessary or reasonably requested by Freddie Mac to provide Freddie Mac with a reasonable opportunity to seek either a protective order or otherwise to minimize the required disclosure; and

(ii) Related Third Party notifies all auditors and regulators and any other recipients of the HVE Data in writing that the HVE Data may not be copied or used for any purpose other than review or examination of Related Third Party except to the extent ordered by a court of competent jurisdiction, and, further, that the HVE Data is proprietary to Freddie Mac and its use is strictly limited under this System Exhibit and the Agreement.

(d) If Related Third Party is contemplating (i) a Concurrent Transfer of Servicing or a Subsequent Transfer of Servicing, or (ii) the sale of any mortgage loans to or through a Customer for which HVE Data provided by Freddie Mac may be retained in the mortgage loan file, Related Third Party shall have the right to disclose the HVE Data with respect to the mortgage loans included in such transfer or such sale, as the case may be, to the transferee.

(e) If Related Third Party uses the HVE Data as permitted in this System Exhibit, and such use results in a mortgage loan or mortgage insurance related decision that has a direct financial impact on the borrower, the HVE Data in question may be disclosed to the borrower. In addition, Related Third Party may disclose to the loan applicant(s) HVE Data developed in connection with its credit determination to the loan applicant(s). When disclosing the HVE Data to a borrower or loan applicant, unless Freddie Mac notifies Related Third Party to use a different disclaimer, Related Third Party should include the following:

**DISCLAIMER:**

Data generated by Freddie Mac's proprietary automated property valuation product, Home Value Explorer® (HVE®). HVE® values are calculated using various models and techniques proprietary to Freddie Mac. An HVE® value is not an appraisal and was not prepared by a certified or licensed appraiser. A lender may have used a different property value to make its credit determination. If you have questions regarding Freddie Mac's HVE® information, please see Freddie Mac's website at <http://www.freddiemac.com/valuation>.

Home Value Explorer® and HVE® are registered trademarks of Freddie Mac. All rights reserved.

#### **4. Permitted Uses; Restrictions on Use**

The restrictions and obligations in Section 4 shall be in addition to those contained in Section 2(a) of the Agreement.

(a) Related Third Party may disclose and use HVE Data (i) in connection with activities associated with the origination of a Freddie Mac Relief Refinance Mortgage<sup>SM</sup> or an Enhanced Relief Refinance<sup>SM</sup> Mortgage backed by the value of the collateral, and (ii) to review a property value included in an appraisal provided during the loan origination process.

(b) Any use other than specified in Section 4(a) is prohibited unless Freddie Mac consents to the use in writing. The following are three examples of prohibited uses:

(i) Any use that could be construed as being connected to “predatory lending” such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA);

(ii) Uses associated with identifying potential loan applicants, including but not limited to generating marketing or mailing lists for solicitation purposes, except to the extent expressly permitted by Freddie Mac in writing; and

(iii) Uses associated with endeavoring to reverse engineer HVE Data to discover the underlying models.

(c) HVE Data must be clearly identified as Freddie Mac property and cannot be presented as any other brand or merged with valuation data generated by any other model.

(d) Related Third Party may not make HVE Data available or disclose it to (i) any agency, instrumentality or entity formed or controlled by a state, city or local government, or (ii) any agency or instrumentality of the United States Government, except as required by law, in which event the requirements of Section 3(c) apply to such availability or disclosure.

#### **5. Intellectual Property Rights**

The provisions of this Section 5 shall be in addition to and not in limitation of Section 6 of the Agreement.

(a) The models underlying HVE Data and all HVE Data are the sole and exclusive property of Freddie Mac, and Freddie Mac reserves all rights thereto. HVE Data provided to Related Third Party have not been, and is not being, sold to Related Third Party. Related Third Party shall have no title or ownership interest in the models underlying HVE Data, in HVE Data or in any copies thereof.

(b) Related Third Party may not reverse engineer, modify, summarize, add to or delete information from the HVE Data or create derivative products from the HVE Data. Nothing herein shall be deemed to transfer to Related Third Party any rights in any Freddie Mac trademark, patent, copyright or other intellectual property.

(c) In the event Freddie Mac receives notice of any claim that either the HVE Data or the model underlying the HVE Data violate or infringe on any patent, trade secret, copyright or other proprietary right of any third party, Freddie Mac may elect to suspend or terminate Related Third Party's right to use HVE Data, which action shall in no event be deemed to give rise to any claim against Freddie Mac.

## **6. Relation to Other Agreements**

This System Exhibit and the Agreement constitute the only agreement relating to Freddie Mac's provision of HVE Data directly to Related Third Party by any means (electronic or otherwise). For the avoidance of doubt, if Related Third Party has (i) executed an "End-User Agreement" with an authorized "reseller" of the System, (ii) executed a "Reseller Agreement" with an authorized "Distributor" of the System, or (iii) entered into a "Distributor Agreement" with Freddie Mac, the terms of such agreements do not apply to the provision of HVE Data directly to Related Third Party outside of the distribution channel provided for in such agreements.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO HVE, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for Loan Coverage Advisor®**

THIS SYSTEM EXHIBIT FOR LOAN COVERAGE ADVISOR is made and entered into by and between Freddie Mac and Related Third Party as set forth below.

**1. Scope and applicability**

Loan Coverage Advisor is the System licensed pursuant to this System Exhibit and the Agreement.

Immediately upon a User's first access to Loan Coverage Advisor on or after the Effective Date, Related Third Party shall be bound by this System Exhibit and the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

The definition below applies for purposes of this System Exhibit. Capitalized terms used but not defined in this System Exhibit have the meaning set forth in the Agreement or in any other applicable System Exhibit.

"Loan Coverage Advisor Output" means Output generated by Loan Coverage Advisor.

**3. Loan Coverage Advisor; Source of Loan Coverage Advisor Output**

(a) As more fully described in its Documentation, Loan Coverage Advisor calculates, tracks and publishes the date on which a Customer is relieved of certain specified selling representations and warranties related to its underwriting of the borrower and the land and improvements thereon subject to the lien of a mortgage, and any project in which such mortgaged land and improvements is located in connection with a mortgage sold to Freddie Mac.

(b) Loan Coverage Advisor Output is provided to Related Third Party on behalf of a Customer for informational purposes to assist a Customer in assessing its potential liabilities for representation and warranty obligations to Freddie Mac, and is based on or derived directly from the following:

(i) Loan-level delivery data provided by a Customer (or Related Third Party on behalf of a Customer) associated with a mortgage loan in connection with Freddie Mac's purchase of such mortgage loan, and any additional or corrective loan delivery data provided by such Customer (or Related Third Party acting on its behalf) after such mortgage loan purchase; and

(ii) Investor accounting and reporting data provided to Freddie Mac by a Customer (or Related Third Party on behalf of a Customer) as required by the Freddie Mac Seller/Service Guide.

(c) All Loan Coverage Advisor Output is subject to final verification for accuracy by Freddie Mac. This may result in a change in the date upon which certain of a Customer's representations and warranties expire.

(d) If Related Third Party acting on behalf of a Customer finds that any Loan Coverage Advisor Output is not consistent with the Customer 's loan data, including the loan-level delivery data, or the investor accounting and reporting data for any mortgage loan, Related Third Party should inform such Customer, and contact its (or the Customer's) Freddie Mac representative or (800) FREDDIE, provided that it has been duly authorized by the Customer to make such contact.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO LOAN COVERAGE ADVISOR, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for Loan Selling Advisor<sup>SM</sup>**

THIS SYSTEM EXHIBIT FOR LOAN SELLING ADVISOR is made and entered into by and between Freddie Mac and Related Third Party as set forth below.

**1. Scope and applicability**

Loan Selling Advisor is licensed pursuant to this System Exhibit and the Agreement.

Immediately upon a User's first access to Loan Selling Advisor on or after the Effective Date, Related Third Party shall be bound by this System Exhibit and the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

Any capitalized term used but not defined in this System Exhibit has the meaning set forth in the Agreement.

**3. Limitation on Authorized Users**

Notwithstanding anything to the contrary in the Agreement, only Related Third Party employees shall be Authorized Users under this System Exhibit. Accordingly, and for the avoidance of doubt, Related Third Party shall provide or make access to the System available only to its employees, subject to the limitations and requirements of the Agreement and any agreement to which a Customer and Freddie Mac are parties.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO LOAN SELLING ADVISOR, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for Quality Control Advisor®**

THIS SYSTEM EXHIBIT FOR QUALITY CONTROL ADVISOR is made and entered into by and between Freddie Mac and Related Third Party as set forth below.

**1. Scope and applicability**

Quality Control Advisor is the System licensed pursuant to this System Exhibit and the Agreement. Quality Control Advisor hosts certain remedy management information and quality control loan management data for mortgage loans Freddie Mac owns or guarantees.

Immediately upon a User's first access to Quality Control Advisor on or after the Effective Date, Related Third Party shall be bound by this System Exhibit and the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

Any capitalized term used but not defined in this System Exhibit has the meaning set forth in the Agreement.

**3. System Access and Use; Loan Classification**

Notwithstanding anything to the contrary in Section 2(a) of the Agreement, Related Third Party shall use the System on its behalf or on behalf of a Customer in connection with mortgage loans that Freddie Mac owns or guarantees. Notwithstanding Section 5 of the Agreement, Related Third Party shall only access and use the System with either Customer Credentials or Authentication Credentials that are specifically assigned or provisioned to an Authorized User by means of the System.

In connection with its quality control efforts, Freddie Mac may classify within the System the loan and remedy management status of Related Third Party's (or its associated Customer's) mortgage loans, or otherwise assign labels to such mortgage loans. Related Third Party understands and agrees that any such classifications, labels or designations that Freddie Mac assigns to mortgage loans tracked in the System do not constitute a waiver by Freddie Mac of any rights and remedies available to it under the Freddie Mac Seller/Service Guide, any other agreement between Freddie Mac and a Customer or applicable law with respect to any such mortgage loan, and Freddie Mac hereby expressly reserves all such rights and remedies.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO QUALITY CONTROL ADVISOR, Related Third Party has expressed its agreement to the foregoing.



**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for ECO<sup>SM</sup>: Evaluate|Compare|Optimize<sup>SM</sup>**

THIS SYSTEM EXHIBIT FOR ECO<sup>SM</sup>: EVALUATE|COMPARE|OPTIMIZE<sup>SM</sup> is made and entered into by and between Freddie Mac and Related Third Party as set forth below.

**1. Scope and applicability**

ECO<sup>SM</sup>: Evaluate|Compare|Optimize<sup>SM</sup> is a System licensed pursuant to this System Exhibit and the Agreement which makes available certain dashboard and other tracking features and business intelligence functionality and reporting on various System usage and other trends (*i.e.*, "Output," within the meaning of the Agreement). The Output is generally based in significant part on data and other information Authorized Users submit to and through this System and other Systems.

Immediately upon a User's first access to ECO<sup>SM</sup>: Evaluate|Compare|Optimize<sup>SM</sup> on or after the Effective Date, Related Third Party shall be bound by this System Exhibit and the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

Any capitalized term used but not defined in this System Exhibit has the meaning set forth in the Agreement.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO ECO<sup>SM</sup>: EVALUATE|COMPARE|OPTIMIZE<sup>SM</sup>, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for Servicing Gateway**<sup>®</sup>

THIS SYSTEM EXHIBIT FOR SERVICING GATEWAY is made and entered into by and between Freddie Mac and Related Third Party, as set forth below.

**1. Scope and applicability**

"Servicing Gateway" is the collection of Systems and their associated services which currently include BPOdirect<sup>®</sup>, Cash Manager, Default Fees Appeal System, Electronic Default Reporting, Foreclosure Sale Reporting, Loan Level Reporting, PAID<sup>™</sup>, Post Funding Data Corrections, Real Estate Valuation and Pricing, Resolve<sup>™</sup>, Servicing Data Corrections, Servicer Performance Profile, Servicing Transfer Manager and Workout Prospector<sup>®</sup>, all as described in their respective Documentation; *provided, however*, that while references to Servicing Gateway shall also be deemed to include third-party owned and maintained applications that are directly licensed to Servicers by such third parties, such third-party applications are not Systems for purposes of this System Exhibit or the Agreement, and constitute Excluded Servicing Tools within the meaning of the Agreement. Servicing Gateway is licensed pursuant to this System Exhibit, other System Exhibits referenced in this System Exhibit, and the Agreement.

Immediately upon a User's first access to any System within the Servicing Gateway on or after the Effective Date, Related Third Party shall be bound by the (a) System Exhibit associated with such System, and (b) Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

The definitions below apply for purposes of this System Exhibit. Capitalized terms used but not defined in this System Exhibit have the meaning set forth in the Agreement or in any other System Exhibit applicable to a System included within Servicing Gateway.

**3. BPODirect**

BPODirect is licensed pursuant to the System Exhibit for BPODirect.

**4. Cash Manager**

Cash Manager is a System licensed pursuant to this System Exhibit that Authorized Users may use to receive certain reports that provide insight on amounts Freddie Mac will draft from the P&I Custodial Account throughout the month.

**5. Default Fees Appeal System ("DFAS")**

DFAS is a System licensed pursuant to this System Exhibit that Authorized Users may use to obtain information regarding foreclosure-related compensatory fees, file appeals and monitor the status of Freddie Mac's review of such appeals.

**6. Electronic Default Reporting (“EDR”)**

EDR is a System licensed pursuant to this System Exhibit that Authorized Users may use to report required delinquency or bankruptcy data on Freddie Mac Mortgages.

**7. Foreclosure Sale Reporting (“FSR”)**

FSR is a System licensed pursuant to this System Exhibit that Authorized Users may use to report the results of foreclosure sales and deed-in-lieu of foreclosure activity.

**8. Loan Level Reporting (“LLR”)**

LLR is a System licensed pursuant to this System Exhibit that Authorized Users may use to report monthly loan level transactions on performing and non-performing loans.

**9. PAID (Payments Automated Intelligent and Dynamic)**

PAID is licensed pursuant to the System Exhibit for PAID.

**10. Post-Fund Data Correction tool (“PFDC”)**

PFDC is a System licensed pursuant to this System Exhibit that Authorized Users may use to correct and access data on a Servicer's Mortgages, which data had been previously entered into Loan Selling Advisor.

**11. Real Estate Valuation and Pricing (“REVP”)**

REVP is a System licensed pursuant to this System Exhibit that Authorized Users may use to obtain estimated market values, minimum net proceeds for short sale transactions, and credit bid amounts for a foreclosure sale that Freddie Mac will accept for a third-party sale.

**12. Resolve**

Resolve is a System licensed pursuant to this System Exhibit that Authorized Users may use to obtain default management resolution decisioning and associated data integration and insights.

**13. Servicing Data Corrections (“SDC”)**

SDC is a System licensed pursuant to this System Exhibit that Authorized Users may use to electronically submit data correction requests related to adjustments to third-party foreclosure sales, short sales, charge-offs, mortgage modification settlements, ARM rates, modifications to principal and interest payments and rollbacks. Notwithstanding anything to the contrary in Section 2(a) of the Agreement, Related Third Party shall use the System only in connection with Mortgages that Freddie Mac owns or guarantees.

#### **14. Servicer Performance Profile (“SPP”)**

SPP is a System licensed pursuant to this System Exhibit that Authorized Users may use to gain insight into Servicing performance using several tools, including:

- Servicer Success Scorecard ("Scorecard") – A confidential monthly performance review for all Servicers which measures a Servicer's performance based on key criteria in several categories, including investor reporting and remitting, and default management
- Manager Series Reports – Various reports that contain high-level summary and loan-level detail data to give a Servicer additional insight into its performance results, including results reflected on their Scorecard. Reports are accessible via corresponding tiles in the SPP such as "Default Reporting," "Repayment Plans," "Modifications," "Incentives," "Timelines," "Liquidations," "Foreclosures" and "REO."

#### **15. Servicing Transfer Manager (“STM”)**

STM is a System licensed pursuant to this System Exhibit that Authorized Users may use to manage Subsequent Transfers of Servicing and Intra-Servicer Portfolio Moves (as defined in Section 7101.2(e) of the Freddie Mac Seller/Servicer Guide).

#### **16. Workout Prospector (“WP”)**

WP is a System licensed pursuant to this System Exhibit that Authorized Users may use to analyze and deliver workouts, receive reports, and access specific loan information from the System.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO A SYSTEM IDENTIFIED HEREIN, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for BPODirect®**

THIS SYSTEM EXHIBIT FOR BPODirect is made and entered into by and between Freddie Mac and Related Third Party as set forth below.

**1. Scope and applicability**

BPODirect is the System licensed pursuant to this System Exhibit and the Agreement.

Immediately upon a User's first access to BPODirect on or after the Effective Date, Related Third Party shall be bound by this System Exhibit and the Agreement, and, as applicable, any provision of the Freddie Mac *Single-Family Seller/Service Guide* (i.e., the "Guide") applicable to a Servicer. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

Any capitalized term used but not defined in this System Exhibit has the meaning set forth in the Agreement or, as applicable, the Guide.

**3. Access and Use**

When Freddie Mac requires that a property value be obtained through the System, Related Third Party must obtain the property value via the Servicing Gateway.

(a) Consistent with the requirement in Guide Section 8101.1 to act in the most timely, efficient and responsible manner to protect Freddie Mac's interests, Related Third Party must not order a new BPO through the System for a:

- 1- or 2-unit property when evaluating a Borrower for a modification if Related Third Party is required to use an available HVE® point value estimate or automated value in accordance with the requirements of Option One or Option Two set forth in Guide Section 9206.8
- 1-unit property when evaluating a Borrower for a workout Mortgage assumption if Related Third Party is required to use an available automated value in accordance with the requirements set forth in Guide Section 9207.4

(b) Related Third Party must ensure that only its active employees with a need to use the System are provided access, which shall be facilitated and managed through Access Manager pursuant to Section 5 of the Agreement.

(c) When Related Third Party accesses the System, the web site may display an automated value if one is available. If Freddie Mac permits the use of an automated value to evaluate the Borrower for a specific relief or workout option, then Related Third Party must, unless otherwise noted below, use the available automated value provided in the System. If an automated value is not available in the

System or through another permitted source (e.g., via HVE or the *Automated Valuation Model (AVM)* report), or an MI requires a BPO/property valuation, Related Third Party must submit a new property valuation request to Freddie Mac (i.e., order a new BPO from the System), if necessary. There is no cost associated with automated values obtained through the System.

(d) If Freddie Mac requires a BPO for the situation Related Third Party is evaluating, then, unless otherwise noted below, Related Third Party must take the additional step of ordering a new BPO from the System. Once the BPO valuation is complete, the BPO value will be available to Related Third Party in the System. Notwithstanding the requirements above, if Related Third Party has previously obtained a Freddie Mac-compliant property valuation (i.e., Freddie Mac-provided BPO, Freddie Mac-provided appraisal or an appraisal obtained in compliance with Guide Chapter 5601), Related Third Party must use the Freddie Mac-compliant property valuation provided it meets the property valuation requirements for the specific relief or workout option. Related Third Party may not obtain a new property valuation in this circumstance. Note: If the Mortgage is covered by mortgage insurance, Related Third Party must ensure that the property value it obtains is based on a property valuation type that is consistent with the MI's requirements.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO BPODIRECT, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for PAID (Payments Automated Intelligent and Dynamic)**

THIS SYSTEM EXHIBIT FOR PAID (Payments Automated Intelligent and Dynamic) is made and entered into by and between Freddie Mac and Related Third Party as set forth below.

**1. Scope and applicability**

PAID is the System licensed pursuant to this System Exhibit and the Agreement.

Immediately upon a User's first access to PAID (or its predecessor System, the Reimbursement System) on or after the Effective Date, Related Third Party shall be bound by this System Exhibit and the Agreement, and, as applicable, any provision of the Freddie Mac *Single-Family Seller/Servicer Guide* (i.e., the "Guide") applicable to a Servicer's use of such System, including, without limitation, Guide Chapter 2405. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include this System Exhibit and the Agreement.

**2. Definitions**

Any capitalized term used but not defined in this System Exhibit has the meaning set forth in the Agreement or, as applicable, the Guide.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO PAID, Related Third Party has expressed its agreement to the foregoing.

**RELATED THIRD PARTY AGREEMENT**  
**(the "Agreement")**  
**System Exhibit for UAD Compliance API®**

THIS SYSTEM EXHIBIT FOR UAD COMPLIANCE API is made and entered into by and between Freddie Mac and Related Third Party, as set forth below.

**1. Scope and applicability**

This UAD Compliance API is the System that, together with its associated Licensed Materials, is licensed pursuant to this System Exhibit. Immediately upon a User's first access to the UAD Compliance API or any associated Licensed Materials on or after the Effective Date, Related Third Party shall be bound by (a) this System Exhibit and (b) the Agreement. This System Exhibit is incorporated into and made a part of the Agreement by this reference. Any reference herein to the System Exhibit shall be deemed to include the System Exhibit and the Agreement.

Any modifications to the main body of the Agreement or any other System Exhibit that are effectuated by this System Exhibit shall apply solely for purposes of this System Exhibit and the UAD Compliance API Licensed Materials (defined below).

**2. Definitions.** Any capitalized term used but not elsewhere defined in this System Exhibit has the meaning set forth in the Agreement. If a term defined below is also defined elsewhere in the Agreement (any such terms are identified below by an asterisk (\*) at the end of the definition), the definition utilized in this System Exhibit shall replace such other definitions but solely for purposes of this System Exhibit.

- (a) **"Authorized Internal User"** means any employee or contract worker of Related Third Party who is authorized by Related Third Party to access and use the Licensed Materials in connection with his or her responsibilities to Related Third Party in furtherance of the Purpose.
- (b) **"Authorized User"** means any Authorized Internal User and any Customer.\*
- (c) **"Customer"** means any third party individual or entity user of the Residential Appraisal Offerings when acting in their capacity as such.\*
- (d) **"Mortgage Services"** means Related Third Party's development and maintenance of applications that interact, directly or indirectly, with the UAD Compliance API for the purposes of providing associated Output to Customers through the Residential Appraisal Offerings and its licensing of such Residential Appraisal Offerings to Customers.\*
- (e) **"Residential Appraisal Offerings"** means residential appraisal-related software, products, processes and services that Related Third Party licenses or otherwise provides to third parties to support their creation of appraisals with associated datasets that comply with UAD.
- (f) **"UAD"** refers to the Uniform Appraisal Dataset, which is a standardized industry dataset for appraisal information.
- (g) **"UAD Compliance API"** refers to Freddie Mac's application programming interface by that same name, which facilitates access to an associated service that assesses a submitted



appraisal dataset against UAD technical specifications and returns associated Output identifying noncompliant data.

- (h) **“UAD Compliance API Licensed Materials”** means the UAD Compliance API and any other Licensed Materials associated with the UAD Compliance API, including but not limited any associated Specifications and Documentation and the UAD Compliance API Output.
- (i) **“UAD Compliance API Output”** means all Output returned by the UAD Compliance API.

3. **License Grant.** Sections 2(a) and 2(b) of the Agreement under the heading “Royalty Free License” are replaced with the following:

- (a) Subject to the terms and conditions of the Agreement and the System Exhibit for UAD Compliance API, Freddie Mac grants to Related Third Party a limited, revocable, non-exclusive, non-transferable, non-sublicensable (except as expressly provided for herein) license during the term of this this System Exhibit to:
  - i. access and use the UAD Compliance API Licensed Materials through its Authorized Internal Users solely for Related Third Party’s internal business purposes in connection with the Purpose, and
  - ii. display UAD Compliance API Output through its Residential Appraisal Offerings to the Customer on behalf of which it has obtained such Output, solely for such Customer’s use in assessing potential compliance with the UAD technical specifications and with no further distribution rights.
- (b) Related Third Party has no right to distribute or allow access to the UAD Compliance API or its Output on a standalone basis outside of the Residential Appraisal Offerings.

4. **Additional Limitations and Requirements.** The following additional restrictions and requirements apply:

- a. Related Third Party shall not charge, directly or indirectly, any incremental fees (including any unique, specific, or premium charges) for access to the UAD Compliance API Output or Related Third Party’s integration of the UAD Compliance API in the Residential Appraisal Offerings.
- b. Related Third Party shall not alter, without Freddie Mac’s prior written consent in each instance, the content of any UAD Compliance API Output when it is displayed in the Residential Appraisal Offerings, nor shall it display UAD Compliance API Output in the Residential Offerings in a manner that is incomplete or misleading.
- c. Related Third Party shall promptly respond to Freddie Mac requests for metrics pertaining to the use of the UAD Compliance API or for information regarding placement of the API in relevant workflows.
- d. Related Third Party shall not develop any Consumer Messages (as that term is defined in the System Exhibit for Specifications) containing or reflecting the UAD Compliance API Output.

5. Section 3(d) of the Agreement is replaced with the following:

- (d) Freddie Mac reserves the right, at any time and in its sole discretion, to modify, enhance, retire or otherwise cease providing the Licensed Materials and the Support Services.

To the extent possible, Freddie Mac will endeavor to provide reasonable notice of any such action, unless it is legally required to cease providing the Licensed Materials immediately. Regardless of such action by Freddie Mac, Related Third Party agrees that it will remain in full compliance with all applicable law in connection with its provision of the Mortgage Services and the Residential Appraisal Offerings.

6. **Customer Agreements.** Section 4(d) of the Agreement is deleted. Section 4(c) of the Agreement is replaced with the following:

(c) Related Third Party shall maintain a separate, independent and binding contract with each Customer on behalf of which it performs any Mortgage Services. As part of such contract, Related Third Party shall ensure that it has been duly appointed to act as a Customer's agent for purposes of gaining access to each System required for its assistance to such Customer, including entering data into the System, and obtaining Output, in each instance on behalf of its principal, the Customer. Such contracts shall also include restrictions on use of the Output that are consistent with Section 2(a)(ii), and limitations of liability and warranty disclaimers that are consistent with Section 9. Under no circumstances shall Freddie Mac assume any responsibility or bear any liability whatsoever arising out of or related to any act or omission of Related Third Party, any Third Party Platform, the Residential Appraisal Offerings, or any Customer, notwithstanding that Freddie Mac may have facilitated the relationship between Related Third Party and such Third Party Platform and/or Customer.

7. **Rights in Data.** Section 6(i) of the Agreement is deleted.

8. **Indemnification.** Section 8(d) of the Agreement is replaced with the following:

(d) Related Third Party shall indemnify Freddie Mac and its directors, officers, employees, agents, successors and assigns and hold each harmless from and against any and all liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of or relating to any (i) Residential Appraisal Offering or User's use of the UAD Compliance API Licensed Materials, and/or (ii) breach of a Related Third Party representation, warranty, covenant and/or obligation under this Agreement (including any System Exhibit) or any separate agreement with a Customer, whether such breach arises out of its own action or inaction or the action or inaction of a Customer, any User, or of any Customer or Related Third Party director, officer, employee, contract worker, subcontractor, partner, principal, agent, successor or assign. Freddie Mac shall provide Related Third Party with notice of any such claim after it comes to Freddie Mac's attention.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT AND IMMEDIATELY UPON A USER'S FIRST ACCESS TO UAD COMPLIANCE API, Related Third Party has expressed its agreement to the foregoing.