



Specifications License & Access Agreement

THIS SPECIFICATIONS LICENSE & ACCESS AGREEMENT (the "Agreement") is made by and between Federal Home Loan Mortgage Corporation, 8200 Jones Branch Drive, McLean, Virginia 22102 ("Freddie Mac") and the interface and/or dataset developer ("Developer") identified on the Form (as defined in Section 2(a) below). The "Effective Date" of this Agreement is the date on which it is first signed by a duly authorized representative of Developer as set forth below.

RECITALS

WHEREAS, Developer is in the business of developing and/or licensing specialized software and/or web-based applications to and for third parties (collectively referred to herein as the "Software");

WHEREAS, Freddie Mac is the owner and licensor of several proprietary systems, including those pertaining to automated underwriting, mortgage loan selling, and mortgage servicing, as well as application programming interfaces or "APIs" created and hosted by Freddie Mac to facilitate back-end access to such systems (each such system and its associated API referred to herein as a "System");

WHEREAS, Developer desires to develop and license to entities ("Customers") certain functionality as well as one or more technical and user interfaces (including developer-created and -hosted APIs) to enable Customers to communicate with and use one or more of the Systems by transmitting information and data to, and receiving information and data from, each such System, subject to each such Customer's authorization by Freddie Mac to use one or more of the Systems (each such functionality, technical and user interface collectively referred to herein as an "Interface"); and

WHEREAS, Freddie Mac is willing to provide to Developer (i) the specifications, integration guides and any related technical documentation owned and maintained by Freddie Mac (the "Specifications," references to which shall be deemed to include the L2C Specifications, as defined immediately below) to enable Developer to develop and market each Interface to Customers as an integral component of the Software, and (ii) access to Freddie Mac's customer test environment ("CTE") which also constitutes a System, all in accordance with this Agreement; and

WHEREAS, the Specifications may include certain 'lender-to-consumer' specifications (the "L2C Specifications") that enable Developer to develop for its Customers certain findings and messages that are readily understood by and made available to consumers through the Software (each, a "Consumer Message"),

NOW, THEREFORE, for and in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Provision of the Specifications; Development, Release & Use of Interface.

(a) Provision and License. Freddie Mac shall provide to Developer discrete sets of Specifications to enable Developer to develop one or more Interfaces relating to one or more Systems pursuant to this Agreement. The terms and conditions of this Agreement, to the extent that they are stated to apply to Specifications relating to an Interface used in connection with a System, shall apply equally to all Specifications separately provided by Freddie Mac and used by Developer in connection with each Interface developed and marketed by Developer for each System to which such Specifications and Interface relate. Freddie Mac hereby grants to Developer a non-exclusive, non-transferable license for the term of this Agreement to use the Specifications solely to:

(i) develop, test, license, implement, maintain and support the Interface,

(ii) market and distribute the Interface to Customers for Customers' use in connection with the System (collectively, the "Permitted Developer Purpose") with no further distribution right accorded to any Customer; *provided, however*, that any Interface distributed pursuant to this Section 1(a)(ii) shall be bundled with and embedded in the Software,

(iii) obtain limited access to a System solely to facilitate a Customer's access to such System for the Permitted Customer Purpose (as defined in Section 1(c) below), and

(iv) if Freddie Mac provides L2C Specifications to Developer, develop Consumer Messages for its Customers.

(b) License Restrictions; Uniform Collateral Data Portal® ("UCDP"). Developer shall use the Specifications solely for the Permitted Developer Purpose. The license granted hereunder specifically excludes any right of Developer to license the use of the Interface or any Consumer Message through the use of franchisees, independent contractors, or other third parties who are not corporate affiliates or employees of Developer. In the event that Freddie Mac provides Developer with UCDP Specifications, nothing in this Agreement authorizes Developer to access or use UCDP or to access or use any information or data from UCDP or transmitted via the UCDP Interface (collectively, "Data"), including, but not limited to, Home Value Explorer® values. As between Freddie Mac and Developer, Data is the sole and exclusive property of Freddie Mac. Developer may not (i) use or store Data except to the extent necessary to permit Customers to obtain Data via the UCDP Interface or (ii) reverse engineer, modify, summarize, add to or delete information from Data or create derivative products from Data. Nothing in this Agreement will be deemed to transfer to Developer any rights in any Freddie Mac patent, copyright, trademark, service mark or other intellectual property.

(c) Interface & Consumer Message Development & Ownership. Developer shall develop 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 Freddie Mac's rights under this Agreement; *provided, however*, that Developer shall license and/or disclose the Interface to Customers solely to the extent necessary to enable the Customers to use the Interface to access, communicate with and otherwise use the System, subject to each such Customer having authorization by Freddie Mac to use one or more of the Systems (the "Permitted Customer Purpose"). Developer agrees that it shall include in its license agreement with each Customer a provision that expressly limits the Customer's right to use the Interface

solely to the Permitted Customer Purpose, and said contractual provision shall expressly state that Freddie Mac is a third party beneficiary of the provision.

(d) Compliance with Specifications as Updated. Developer 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. References in this Agreement to the Specifications shall be deemed to include, individually, a Specification Update, and, collectively, all Specification Updates provided hereunder. Freddie Mac shall make itself reasonably available to respond to questions about the Specifications.

(e) Consumer Message Compliance; Review Rights. Developer 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. Developer 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.

(f) CTE Access; Mandatory Testing of Initial Interface. Freddie Mac shall provide Developer with access to its CTE in connection with any testing required or permitted hereunder, including testing pertaining to dataset development activities; *provided, however*, that Developer meets all access registration and credential issuance requirements established by Freddie Mac, including those set forth in Section 2 below. If applicable, Developer shall commence development and testing of the initial version of the Interface immediately upon execution of this Agreement. In the event Developer fails to develop and begin testing such version of the Interface within six (6) months of executing this Agreement, Freddie Mac may terminate this Agreement as set forth in Section 12(b) below. Freddie Mac may, but is not obligated to, test the Interface to confirm that the Interface complies with the Specifications, and otherwise meets the requirements of this Agreement; *provided, however*, that any successful completion of Interface testing will not be deemed to alter in any respect Developer’s obligations under this Agreement, including, without limitation, Developer’s obligation to provide an Interface that complies with the requirements of this Agreement.

(g) Freddie Mac Testing; Defect Resolution. Developer will notify Freddie Mac upon completion of Developer’s initial or any subsequent Interface development and testing. If Freddie Mac elects to test the Interface (in which event Freddie Mac may retain a third-party vendor to perform such testing on Freddie Mac’s behalf), Developer shall provide to Freddie Mac prior to Developer’s license of the Interface to any Customer (or other third party): (i) one access privilege or one copy of the Interface and related Software, and (ii) one copy of each export and any other file, along with any associated documentation that includes the results of Developer’s testing. Developer shall provide assistance to and cooperate with Freddie Mac in its testing of the Interface, and shall immediately correct any defects in the Interface revealed by any such testing. In addition to the foregoing, Developer will correct any “bugs” or other defects in the Interface promptly after it receives notice thereof from Freddie Mac. As more fully set forth in Section 3(e), Developer will cooperate with Freddie

Mac and each applicable Customer to determine the source (as between the Software, the Interface, the System and such Customer's system) of any communication or other problems or issues. Without limiting the generality of the foregoing, Freddie Mac may, but is not obligated to, review and approve the form and content of the user interfaces/screens by means of which Developer provides data and information through the Interface, which approval will not be unreasonably withheld or delayed.

(h) Implementation of Specification Updates; Related Testing. From time to time Freddie Mac may make Specification Updates to Developer, which Developer shall implement in accordance with the timelines and testing requirements (if any) set forth in each Specification Update.

(i) Freddie Mac will provide Developer with as much notice as is practicable under the circumstances with respect to each Specification Update, including any such update that Freddie Mac directs Developer 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, Developer shall not release an associated version of its Interface or any related Consumer Message until Freddie Mac has successfully conducted any review, and, as applicable, testing it has elected to undertake in accordance with Sections 1(d) through 1(h), or has otherwise consented to the release of such version of the Interface or Consumer Message.

(iv) If no testing requirements are specified by Freddie Mac, Developer may release the Interface, and, subject to Section 1(e), any Consumer Message, upon its completion, but shall resolve any issues Freddie Mac subsequently identifies with respect to such release to Freddie Mac's satisfaction.

(i) Interface Revision Failures. If Developer fails to revise its Interface to conform to or incorporate any changes required under a Specification Update, then Developer shall be prohibited from selling or licensing the Interface to any new Customer until the Interface conforms or incorporates such changes. In addition, during such period that an Interface does not conform or incorporate such changes, Freddie Mac shall be under no obligation to provide troubleshooting assistance, testing or support to Developer and, at its discretion, Freddie Mac may notify Customers of the fact that the Software does not contain the most current version of the Interface, and would likely have an adverse impact on their ability to access the affected System or Systems.

2. Authorized User Registration; Access Management and Security

(a) Credential Issuance & Management. To facilitate its access to and use of a System on behalf of a Customer, Developer may receive from such Customer certain Customer user identification codes and passwords, PIN and/or other access codes (*i.e.*, the "Customer Credentials"). In addition, Freddie Mac may also provide or make available to Developer: (i) an electronic or paper registration form for the provisioning of Authorized Users for the CTE or another System ("Form") and/or (ii) Access Manager, an automated access and credential management application designed to facilitate Developer's management of its Authorized Users, which may also include one or more Forms (collectively, "Access Manager"). Developer shall specifically identify each Authorized User for the System in Access Manager if it is provided with access to the tool. 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:

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

(B) Receiving the Authorized Users' identification codes ("User IDs") and passwords, PIN and/or other access codes from Freddie Mac (together with Customer Credentials and User IDs, the "Authentication Credentials"), and

(C) Adding or deleting Authorized Users and modifying or submitting new User IDs and completing additional Forms in accordance with System documentation provided by Freddie Mac.

(b) Credential Protection; Status Changes. Developer 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 malware and other malicious software. 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, Developer 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) Notifications. Developer 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) Developer 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 Permitted Developer Purpose or the Permitted Customer Purpose.

(d) Recertification Campaigns. 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) Security Best Practices. Without limiting the application of any other provision of this Section 2, Developer 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.

3. Training, Support & Maintenance; Incident Reporting & Resolution

(a) Support & Maintenance; Exhibit A. In connection with its marketing and licensing of the Interface to Customers, and, without limiting any Developer obligation arising under this Agreement, Developer shall at all relevant times provide all maintenance and support necessary to maintain the Interface and the Software in continuous working order and at all times fully compatible with the Specifications, in each instance at its own expense and as part of its ongoing business activity. All such support and Customer training shall conform to the implementation and other requirements set forth in Exhibit A attached hereto. Developer acknowledges that Freddie Mac may alter or refine the requirements set forth in Exhibit A from time-to-time. Developer shall use its best efforts to comply with any such revised requirements of which Developer is provided prior notice. Upon Developer's request, Freddie Mac will, in its sole discretion, provide reasonable assistance to Developer in Developer's efforts to identify training, implementation and Customer service resources.

(b) Interface, Software & System Training. Developer will provide, at no charge, an overview and training of the Interface and the Software to Freddie Mac staff via a low-cost means other than on-site training. Freddie Mac will provide, at no charge, an overview and training of each applicable System and the Specifications to Developer staff via a low-cost means other than on-site training. The parties will jointly determine the appropriate content and timing of such training programs.

(c) Technical Assistance. Developer shall, at its own expense and as part of its ongoing business activity, make available sufficient qualified personnel to Freddie Mac to handle technical questions relating to (i) the Software and Interface, (ii) the transmission of Consumer Messages, data and information through the Interface, and (iii) any Incident. For purposes of this Agreement, "Incident" means (A) any irregularity, error, problem or defect resulting from an incorrect functioning of the Interface if such irregularity, error, problem or defect renders the Interface incapable of meeting the specifications thereof or causes incorrect functions to occur, including, without limitation, any garbled or other defective transmissions of data between the Software and a System, or (B) an incorrect or incomplete identification, statement or diagram in any documentation accompanying the Interface that causes such documentation to be inaccurate or incomplete in any material respect.

(d) Designated Points of Contact; Incident Response & Resolution Times. Developer shall designate and make available to Freddie Mac hot-line as well as primary and secondary technical points of contact ("POCs") to respond to and resolve any Incidents called in by Freddie Mac or discovered by Developer. Developer shall provide Freddie Mac with the name, phone number and e-mail address of each of the hot-line, primary and secondary POCs. In addition, Developer shall, through its POCs, hot-line, or otherwise, correct or otherwise resolve to Freddie Mac's reasonable satisfaction each Incident. In the event such Incident is not so resolved within one hour, Developer shall continue working towards a resolution thereof, and shall promptly present a plan for resolving such Incident that is acceptable to Freddie Mac. In no event shall such plan be provided any later than two business days after Developer is first notified of such Incident.

(e) Due Diligence in Incident Resolution. The parties acknowledge that a Customer may request support and/or technical assistance in connection with which it may not be clear whether an Incident or inquiry is related to a System, the Interface or the Software. Without limiting the generality of Section 1(g), each party agrees that regardless of whether it is the appropriate party to which a related Customer request

should have been placed initially, the party receiving such call from a Customer shall exercise reasonable, diligent and good faith efforts to advance resolution of the Incident or any inquiry to the Customer's reasonable satisfaction. Such efforts shall include, without limitation, promptly responding to the Customer's initial call with the proper party to advance commencement by such party of its resolution of the Incident or inquiry, and apprising the Customer of such efforts. Developer also shall exercise reasonable, diligent and good faith efforts to resolve any Incident brought to its attention by Freddie Mac within a time and manner reasonably acceptable to Freddie Mac.

4. Freddie Mac's Rights with Respect to the System

Nothing contained in this Agreement will be deemed to require Freddie Mac to take any action whatsoever with respect to a System, the Interface, a Consumer Message or any Software, including, without limitation, any advertising or promotional program. Developer acknowledges that Freddie Mac must develop its policies and determine its actions with respect to each System, as Freddie Mac deems appropriate in its sole and unreviewable judgment, including, without limitation, any decision to continue, discontinue or modify a System. Developer acknowledges that Freddie Mac has the right to contract with other entities for the performance of software and services comparable or identical to those covered hereunder, and nothing contained herein will be deemed to restrict Freddie Mac's right to do so in any manner.

5. Marketing Standards.

(a) Marketing Materials Review. Freddie Mac will have the right to review in advance Developer's prototype or actual internet or other user interface screens or pages, advertisements, press releases, brochures, webinars, videotapes, audiovisual materials, sales collateral, newsletters, other written and oral presentations related to the Interface and other similar materials (collectively "Marketing Materials") to confirm that such materials are consistent with Freddie Mac's guidelines for Marketing Materials related to the System. Prior to Developer's use of any Marketing Materials relating to the Interface, Developer must send a copy (including, if applicable, a printed version of any internet screen or other user interface screens or pages) to Freddie Mac, in accordance with the notice provisions set forth in Section 13(k) hereof. Freddie Mac shall endeavor to complete its review of any Marketing Materials within ten (10) business days after its receipt thereof, but in no event shall Developer use the Marketing Materials prior to Freddie Mac's approval. In no event shall Developer have the right to use Freddie Mac's name or logo or any trade or service mark belonging to Freddie Mac, including, without limitation, and for illustrative purposes only, the marks "Freddie Mac[®]," "Loan AdvisorSM," "Loan Product Advisor[®]," "Loan Quality Advisor[®]" "Loan Collateral Advisor[®]," "Loan Closing Advisor[®]," "Loan Coverage Advisor[®]," "Loan Selling Advisor[®]," "Quality Control Advisor[®]" and "Uniform Collateral Data Portal[®]," except strictly in accordance with Freddie Mac's written guidelines therefor, or as consented to by Freddie Mac in writing. A current copy of Freddie Mac's guidelines for Marketing Materials and use of Freddie Mac's service marks is attached hereto as Exhibit B, and a copy of the then-current guidelines for Marketing Materials shall be provided to Developer at any time during the term of this Agreement upon Developer's request.

(b) Non-Endorsement. Developer acknowledges that this Agreement and any actions taken by Freddie Mac related to this Agreement, a System, Interface or any Consumer Message do not constitute an endorsement by Freddie Mac of Developer, the Interface, a Consumer Message or any loan origination

system or other product owned or marketed by Developer. Developer agrees that it will make no representation or statement, oral or written, to any third party, which asserts or implies otherwise.

6. Licenses & Approvals

(a) Name, Logo, & Documentation. Developer hereby grants to Freddie Mac a nonexclusive, nontransferable license to use Developer's name and logo during the term of this Agreement in connection with Freddie Mac's promotional and marketing efforts related to the System. Without limiting the foregoing, Freddie Mac may, but is not obligated to, indicate to its customers that Developer is one of the Developers capable of providing an interface to the System. Freddie Mac will obtain Developer's written approval before using Developer's name and logo in any particular marketing program or materials.

(b) Interface, Software & Consumer Messages. Developer hereby grants to Freddie Mac a royalty free, nonexclusive, nontransferable license to use the Interface, the Software and each Consumer Message (including, without limitation, upgrades, modifications and new releases) and any documentation related to the foregoing (including, without limitation, any user's manual provided by Developer to the Customers) during the term of this Agreement for Freddie Mac's own testing and evaluation purposes, other internal purposes and (with Developer's prior written approval) marketing purposes.

7. Warranties

(a) Power & Authority. Developer represents and warrants to Freddie Mac that it has all necessary power and authority to enter into and perform its obligations under this Agreement.

(b) Interface, Software & Consumer Message Compliance. Developer represents and warrants to Freddie Mac that (i) the Interface and each Consumer Message will comply with the Specifications, (ii) the Interface will accurately transmit to the System all data and information input into the Interface, (iii) Developer has, and throughout the term of the Agreement shall have and maintain, all licenses and permits necessary to provide the Interface, each Consumer Message and related Software, and to perform any services related thereto, (iv) the Interface, each Consumer Message and related Software will be prepared and provided, and any related services performed, in compliance with all professional standards, federal, state and local laws, rules and regulations applicable to the Interface, each Consumer Message and related Software, 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, (v) the Interface, each Consumer Message and related Software will not violate any patents, copyrights or other proprietary rights belonging to third parties, and (vi) Developer will use its best efforts to ensure that the Interface and related Software will at all times be and remain free of computer viruses and any code designed to cause the System to malfunction or self-destruct or to allow unauthorized access or cause harm to the System.

8. Confidential Information

(a) Non-Disclosure. Developer shall treat the Specifications, as well as any other information that Freddie Mac (or others on behalf of Freddie Mac) provides to Developer in connection with this Agreement (such other information, "Confidential Information"), as strictly confidential, and shall receive and hold such Specifications and Confidential Information in confidence. Without limiting the generality of the foregoing or any other obligation of Developer under this Agreement, (i) Developer shall use and disclose the Specifications

only as permitted in this Agreement, (ii) Developer shall not use or permit the use of Confidential Information except to the extent necessary in connection with its development of the Interface, and (iii) Developer shall not release or disclose, or permit its officers, employees or agents to release or disclose, the Specifications or any Confidential Information to any individual or entity, except to its directors, officers, employees and agents who need to have access to the Specifications or know the Confidential Information in connection with Developer's development of the Interface and who are informed by Developer of the proprietary and confidential nature of the Specifications and such Confidential Information, are subject to non-disclosure obligations similar to those contained in this Section 8, and are directed by Developer to treat the Specifications and Confidential Information as proprietary to Freddie Mac and confidential. Developer shall be responsible for the use, disclosure and copying of the Specifications and Confidential Information by all such persons.

(b) Exclusions. Information provided by on behalf of Freddie Mac will not constitute Confidential Information to the extent (i) the information is known to the public without a breach of this Agreement, (ii) the information is independently developed by Developer without reference to or use of Confidential Information, or (iii) the information is received by Developer from a third party that is not itself subject to a confidentiality obligation with respect thereto.

(c) Return or Destruction. Promptly upon Freddie Mac's request, Developer 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), Developer 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 sworn written certification by a duly authorized officer of Developer attesting to such destruction or return.

(d) Legally Required Disclosure. In the event that Developer is required by applicable law, or in any legal, judicial, administrative or similar proceeding, to disclose all or any part of the Specifications or Confidential Information, it shall (if legally permissible, as determined by Developer's counsel) give Freddie Mac written notice describing the Specifications or 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. Developer shall abide by and reproduce and include any restrictive legend or proprietary rights notice that appears in or on any Specifications or Confidential Information that it is authorized to reproduce. Developer 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 Specifications or Confidential Information that it is authorized to reproduce.

(f) Injunctive Relief. Developer acknowledges that its breach of its obligations under this Agreement relating to the use or disclosure of the Specifications and 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 Developer hereby waives any requirements for the securing or posting of any bond or other security in connection with such injunctive relief.

(g) Security Breach. If Developer knows or reasonably believes that there has been any unauthorized access to, or acquisition of, data that compromises the security, confidentiality or integrity of the Specifications or Confidential Information ("Security Breach"), Developer shall:

- (i) Promptly notify Freddie Mac,
- (ii) Promptly investigate, correct, mitigate or otherwise deal with the Security Breach at Developer's expense, including by identifying the Specifications or Confidential Information affected by the Security Breach and preventing the continuation and recurrence of the Security Breach,
- (iii) Provide to 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 technical forensics assistance to determine the extent of the Security Breach and identify the names and contact information of affected individuals, and
- (iv) Without limiting any other rights or remedies that may be available to Freddie Mac, reimburse Freddie Mac for the expenses Freddie Mac incurs as a result of the Security Breach, including any expenses Freddie Mac incurs in investigating the Security Breach and notifying affected individuals; *provided, however*, that the parties shall work together in good faith to minimize any duplicate expenses.

(h) Coordination of Notices. If both Freddie Mac and Developer are legally required to notify affected individuals following a Security Breach, Freddie Mac and Developer will discuss whether it would be appropriate to provide a single form of notice. In addition, Freddie Mac will have the right to approve notices provided by Developer (such approval not to 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.

9. Freddie Mac Warranty

(a) System and Rights. Freddie Mac represents and warrants to Developer that (i) each System is a functional system accessible to Customers in good standing, and (ii) Freddie Mac possesses all necessary rights and authorizations to enter into and perform under this Agreement.

(b) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9(a), THE SPECIFICATIONS AND ANY CTE OR OTHER SYSTEM ACCESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALL USES OF THE FOREGOING ARE AT DEVELOPER'S SOLE RISK. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 9(a), ALL WARRANTIES (BOTH EXPRESS AND IMPLIED) CONCERNING THE SPECIFICATIONS AND ANY CTE OR OTHER SYSTEM ACCESS ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, ACCURACY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification

(a) Scope. Notwithstanding the provisions of Section 11 hereof, Developer will defend, indemnify and hold harmless Freddie Mac and each of its directors, officers, employees and agents (collectively the “Indemnified Parties”) from and against any and all claims brought by third parties and related injuries, damages, liabilities, judgments and settlements (including costs and reasonable attorneys’ fees) arising out of or related to (i) any negligence or willful misconduct by Developer, its subcontractors or their respective directors, officers, employees or agents, or (ii) any breach of Developer’s representations, warranties or agreements under this Agreement, (each of the foregoing, a “Covered Claim”). Developer will not be liable for a Covered Claim to the extent the claim, injury, damage or liability is directly caused by Freddie Mac’s gross negligence, willful misconduct or breach of its obligations under this Agreement.

(b) Indemnification Procedure. Freddie Mac will promptly notify Developer if Freddie Mac receives written notice of a claim that Freddie Mac believes is a Covered Claim.

- (i) Freddie Mac’s failure to provide such notice will not relieve Developer of its obligations under this Section 10 except to the extent Developer establishes that it has been materially prejudiced by such failure.
- (ii) Within thirty (30) days after receiving such notice of a Covered Claim (or within such shorter time as is reasonably required by the circumstances), Developer will notify Freddie Mac as to whether it will or will not assume the defense of such Covered Claim. If Developer elects to assume the defense of the Covered Claim, (A) Developer will have the right to control the defense and any related settlement negotiations (provided that Developer must obtain Freddie Mac’s prior written consent to any settlement, which consent will not be unreasonably withheld), (B) Freddie Mac will reasonably cooperate with Developer, at Developer’s expense, in such defense, and (C) Freddie Mac may, at its own expense, elect to participate concurrently in the defense.
- (iii) Notwithstanding the foregoing, if Developer fails to assume the defense of a Covered Claim within thirty (30) days after notice (or within such shorter time as is reasonably required by the circumstances) or fails diligently to pursue such defense, or there is a conflict or potential conflict of interest between Developer and Freddie Mac, then Freddie Mac may assume the defense of the Covered Claim at Developer’s expense, and Developer will cooperate with Freddie Mac at Developer’s expense in such defense.

11. Limitation of Liability

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT:

- (i) FREDDIE MAC WILL HAVE NO LIABILITY TO (A) DEVELOPER, 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 SPECIFICATIONS, ANY CTE OR OTHER SYSTEM ACCESS OR ANY USE THEREOF, WHETHER UNDER A CONTRACT, TORT

OR ANY OTHER THEORY OF LIABILITY, EVEN IF FREDDIE MAC, DEVELOPER 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 SPECIFICATIONS OR ANY CTE OR OTHER SYSTEM ACCESS OR ANY USE OF OR INABILITY TO USE THE SPECIFICATIONS OR ANY CTE OR OTHER SYSTEM.
 - (iii) WITHOUT LIMITING THE PROVISIONS OF SECTIONS 11(a)(i) AND (ii), FREDDIE MAC'S SOLE LIABILITY ARISING OUT OF OR RELATING TO THE SPECIFICATIONS OR ANY CTE OR OTHER SYSTEM ACCESS 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).
- (b) FREDDIE MAC AND DEVELOPER 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, AND (ii) FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

12. Term & Termination

(a) Original & Renewal Terms. The original term of this Agreement (the "Original Term") shall commence on the Effective Date set forth above and shall expire one (1) year thereafter; *provided, however*, that the term shall automatically be extended by successive additional terms of one (1) year each (each such term referred to herein as a "Renewal Term") following the end of the Original Term unless either party shall terminate this Agreement by notice given sixty (60) days prior to the end of the Original Term or the then-current Renewal Term.

(b) Termination for Default; Cure Period. Either party may terminate this Agreement immediately upon providing immediately effective notice to the other party for the other party's breach of any of the terms of Section 1(a), Section 1(b) or of Section 8 hereof. In addition, either party may terminate this Agreement, upon notice, in the event of a material default by the other party, if such default has not been cured within thirty (30) days after receipt by the defaulting party of prior notice of such default; *provided, however*, that Freddie Mac may terminate this Agreement effective upon ten (10) business days' written notice to Developer for any default under Section 1(e) above if such default has not been cured within ten (10) days after receipt by the Developer of prior notice of such default.

(c) Termination for Convenience. Either party may at any time terminate this Agreement for convenience, or otherwise in the absence of a default of the other party, by giving the other party no less than sixty (60) days' notice. Freddie Mac may also terminate this Agreement if it shall at any time discontinue offering any System, in which case it shall give Developer prior written notice of termination as may be reasonably practicable.

(d) Effect of Termination. Upon termination of this Agreement, any Customer to whom Developer has licensed the Interface prior to the effective date of the termination may (and Developer shall provide to the Customer the right to) continue to use the Interface until the earlier to occur of (i) the Interface is removed from Developer's software, or (ii) Freddie Mac retires the corresponding System software version, at which time the Interface will no longer function.

(e) Customer Notification. Freddie Mac will have the right, but not the obligation, to notify Customers of any expiration or termination of this Agreement, including both terminations with and without cause.

13. Miscellaneous

(a) Non-Agency. The parties hereto understand and agree that Developer is furnishing its services, the Interface and Consumer Messages to Customers on its own behalf and not on behalf of Freddie Mac. In no event shall Developer state or otherwise indicate to any third party that it is authorized to represent Freddie Mac in any respect, except to extent expressly authorized by Freddie Mac in writing. Nothing contained herein will be construed to create any association, partnership or joint venture or any agency relationship between the parties hereto.

(b) Governing Law; Jurisdiction & Venue. This Agreement shall 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 the choice of law provisions of such state. Any and all disputes between the parties that cannot be settled by mutual agreement shall be settled in a proceeding brought in the United States District Court for the Eastern District of Virginia. Each party irrevocably submits to the personal and in rem jurisdiction and venue of that Court for the Eastern District of Virginia for the purposes thereof and expressly waives any claim of lack of personal jurisdiction and improper venue and any claim that any such court is an inconvenient forum.

(c) Entire Agreement. Any agreement in place between the parties relating to the Specifications or the Interface prior to the Effective Date shall be superseded in its entirety by this Agreement. As of the Effective Date hereof, this Agreement constitutes the only agreement between Freddie Mac and Developer relating to the Specifications, the Interface and the Consumer Messages, and no representations, promises, understandings or agreements, oral or otherwise, not herein contained will be of any force or effect.

(d) Modification & Waiver. Freddie Mac may amend this Agreement by providing notice to Developer of the terms of such amendment in accordance with Section 13(k). Developer's access to the CTE or another System or its use of any Specifications on and after the effective date of any such amendment shall constitute Developer's consent to, and agreement with, the terms of the amendment. 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 will be deemed a waiver of any other provision of the Agreement.

(e) Incorporation of Exhibits. The terms and provisions of Exhibit A (Developer Implementation and Training Responsibilities) and Exhibit B (Developer System Marketing Responsibilities) attached hereto are hereby incorporated into this Agreement by this reference. Any conflict between this Agreement and any exhibit hereto shall be resolved in favor of this Agreement.

(f) Headings. The titles and headings in this Agreement are included for convenience of reference only, and will not be construed to define or limit any of the provisions contained herein.

(g) Cumulative Rights & Remedies. The rights and remedies of the parties hereunder are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity.

(h) Severability. If one or more of the provisions of this Agreement are held for any reason to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed and enforced as if such invalid, illegal or unenforceable provisions had not been contained herein.

(i) Survival. All provisions of this Agreement which contemplate their survival, including, without limitation, Sections 1(b), 1(c), 4, 7, 8, 9(b), 10, 11, 12(d), 12(e) and 13 shall survive the expiration or termination of the Agreement.

(j) Non-Assignment. In no event may Developer assign its rights or obligations under this Agreement without Freddie Mac's prior written consent; any such attempted assignment shall be null and void and shall constitute a material breach of this Agreement. Developer acknowledges and agrees that Freddie Mac must be permitted to exercise its independent business judgment in determining whom it shall permit to provide the Interface to Customers and to whom Freddie Mac shall disclose the Specifications with or without the payment of cash compensation. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

(k) Notices. Any notice required or permitted to be given by either party under the terms of this Agreement, including, but not limited to, notice by Freddie Mac of any Specification Update, may be given via (i) electronic mail, (ii) a System, or (iii) 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. Each notice sent pursuant to Section 13(k)(iii) shall be deemed to be given (x) upon delivery by FedEx, the United Parcel Service, or DHL, or (y) three (3) business days after being sent via electronic mail or a 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 Richard Lang, Vice President, Customer Technology Integration, with a copy to the Managing Associate General Counsel, Single Family Real Estate, at 1221 Park Run Drive, McLean, VA 22102.

Notices to Developer shall be sent to its administrator(s) identified in the registration or other form with which this Agreement is logically associated. Each party may change its address for notice purposes, and/or the person(s) to whom such notices should be sent, by giving written notice of its new address and/or such person(s) to the other party in accordance with the provisions of this section.

THE ELECTRONIC OR HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED REPRESENTATIVE OF DEVELOPER ON A FORM WITH WHICH THIS AGREEMENT IS LOGICALLY ASSOCIATED CONSTITUTES DEVELOPER'S (1) ACCEPTANCE OF FREDDIE MAC'S OFFER TO ENTER INTO THIS AGREEMENT AND BECOME BOUND HERETO, OR (2) AFFIRMATION OF THE AGREEMENT. THIS AGREEMENT INCLUDES EACH OF THE INCORPORATED EXHIBIT A AND EXHIBIT B. REPRESENTS, WARRANTS AND CERTIFIES THAT IT HAS READ, UNDERSTOOD AND RETAINED FOR ITS FILES A COPY OF THIS AGREEMENT.

EXHIBIT A
Developer Implementation and Training Responsibilities

The following responsibilities are in addition to and not in limitation of any related Developer responsibilities set forth in or arising under the Agreement.

- Developer will be available to work jointly with Freddie Mac and the Customer when the Interface is being implemented.
- During installation and operational testing, Developer is expected to be available to address any Customer and Freddie Mac questions related to the Developer's Interface.
- Developer will provide Freddie Mac with a current copy of Developer's user manuals relating to the Software and the Interface, which shall include, at a minimum, the following information:
 1. Interface installation instructions
 2. Information about Software screens/options and details on importing and exporting data
- Upon verification, Developer will provide electronic versions of data map and Software screen shots to be used by Freddie Mac customer support areas. Developer will be responsible for providing updated data map and screen shots when they implement a Specification.
- Developer shall make on-line help as well as marketing/training documentation available to Freddie Mac for its review. All documentation distributed to Customers that includes any reference to any System must be reviewed and approved by Freddie Mac prior to distribution. Developer shall provide Freddie Mac with, at a minimum, two weeks to review and approve new and revised Software documentation, including any on-line help screens that reference a System. Freddie Mac may, in its sole discretion, require additional time for complex or lengthy documentation.
- For any Software that includes the provision of on-line help, such functionality and associated screens/interfaces shall include information on how to use the Interface, and answers to frequently encountered problems.
- Developer shall provide Customers with timely and adequate training on the use of the Interface.
- Developer is responsible for fully testing the Interface. Freddie Mac will provide Developer with a verification packet, which includes a set of standard test cases for the System. Freddie Mac will use these test cases to test whether the Interface works correctly. Developer shall provide the results of these test cases to Freddie Mac. Developer shall demonstrate that test results were arrived at by means specified in the Specifications. Freddie Mac will send a letter of verification to Developer upon successful completion of all test cases.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT, Developer has expressed its agreement to the foregoing.

EXHIBIT B
Developer System Marketing Responsibilities

- All Systems, such as, by way of example, Freddie Mac's automated underwriting product, Loan Prospector®, Loan Advisor® (including Loan Product Advisor®, Loan Quality Advisor®, Loan Collateral Advisor®, Loan Closing Advisor®, Loan Selling Advisor®, Loan Coverage Advisor®, Quality Control Advisor® and Uniform Collateral Data Portal®, shall be referred to by their full names in all communications.
- The first use of the name of a System, *e.g.*, Uniform Collateral Data Portal, Loan Product Advisor or Loan Quality Advisor (even in a title) in printed or electronic materials (letters, brochures, memos, videos, user interfaces and system demonstrations etc.) must have the trademark identifier as illustrated above. Subsequent references in the same material need not be accompanied by a trademark designation. With the first use of a System name, a footnote should indicate by name that the System is a trade mark, service mark or registered trade mark, as applicable, owned by Freddie Mac.
- The company name is always Freddie Mac. Do not refer to Freddie Mac as the Federal Home Loan Mortgage Corporation or FHLMC.
- Freddie Mac must review and approve any materials that will be distributed to customers which include any reference to Freddie Mac or any Freddie Mac trademark, including, without limitation, the name of any System, prior to the distribution of any such materials. This includes, but is not limited to, press releases, newsletters, advertising, brochures, user interfaces, all sales collateral, and all other audiovisual materials.
- Developer shall provide Freddie Mac with at least ten (10) days to review and approve user interfaces, marketing, advertising copy, audio visual materials, or other promotional materials.

BY THE SIGNATURE OF ITS DULY AUTHORIZED REPRESENTATIVE ON THE AGREEMENT, Developer has expressed its agreement to the foregoing.

