

# DATA LICENSE AND SUBSCRIPTION AGREEMENT

## Internal Use Only

### Cover Page

Data License and Subscription Agreement (“Agreement”) consists of:

- (1) This Cover Page, and
- (2) The attached “MBS Data License and Subscription Agreement – Internal Use Only - Terms and Conditions” incorporated by reference.

|                                     |  |
|-------------------------------------|--|
| <b>Enterprise</b>                   | <b>Freddie Mac</b>   |
| <b>Effective Date of Agreement:</b> | ____/____/____   |
| <b>Data</b>                         | <p>The following data files described in the <a href="#">Disclosure Guide</a></p> <ul style="list-style-type: none"><li>• Loan Level</li><li>• Security Level</li><li>• Security Supplemental Level</li><li>• Exchange related files</li><li>• Tax</li></ul> <p>Enterprise reserves the right to modify the naming convention of the Data files and to expand the scope of the Data and number of files licensed hereunder, provided that any such material additions of Data elements and files may, upon Licensee’s written agreement, be subject to increased fees.</p> <p>Although Data under this Agreement includes all such files published by Enterprise prior to and during the Term, Enterprise publishes the files only for 3 (three) months once released and has no obligation to supply Licensee with historical data files no longer made available by Enterprise.</p> <p>Enterprise reserves the right to publish the Data through other means or at other locations than set forth above.</p> |
| <b>Enterprise Website</b>           | <a href="http://www.freddiemac.com/">http://www.freddiemac.com/</a>  |

|  |  |   |  |
|--|--|---|--|
| <b>Licensee Information</b>                          |  |   |  |
| Licensee Name:                                       |  |   |  |
| Licensee<br>Address:                                 |  |   |  |
| <b>Licensee's Point of Contact for all Purposes:</b> |  | <b>Licensee's Point of Contact for Notification Purposes:</b> |  |
| Name:  |  | Name:   |  |
| Title:   |  | Title:  |  |
| Address:   |  | Address:  |  |
| Telephone:   |  | Telephone:  |  |
| Email:   |  | Email:  |  |

By the signatures of their authorized representatives below, both parties acknowledge the value and sufficiency of the consideration for entering into this Agreement and agree to be bound by its terms.

**LICENSEE:** \_\_\_\_\_

**ENTERPRISE:** Federal Home Loan Mortgage Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit the completed and signed licensing agreement to:

eMail to: [Investor\\_Inquiry@freddiemac.com](mailto:Investor_Inquiry@freddiemac.com)

# MBS DATA LICENSE AND SUBSCRIPTION AGREEMENT

## Internal Use Only

### Terms and Conditions

#### 1. Introduction

This Agreement sets forth the terms and conditions governing the access to, and use of, the Contents for internal use purposes on a royalty free basis and without the right to sublicense or redistribute the Data or Derived Products.

Important note: Use of the Contents or Derived Products for external commercial use or external distribution are subject to the payment of a license fee under separate terms and conditions available on the Enterprise Website.

#### 2. Definitions

**“Agreement”** means these Terms and Conditions and the Cover Page.

**“Contents”** means the Data and any content, information, documentation or functionality provided in connection therewith by Enterprise hereunder, and updates thereto as released from time to time by Enterprise.

**“Cover Page”** means the executed cover page to these Terms and Conditions attached and incorporated hereto.

**“Data”** means certain data related to mortgage securities made available to the public by Enterprise and identified in the Cover Page.

**“Derived Product”** means any data, product, or service offering that is derived from, incorporates, or relies upon, the Data.

**“Effective Date”** means the date identified as the Effective Date in the Cover Page.

**“Enterprise”** means the federally chartered, government sponsored enterprise identified on the Cover Page as the Enterprise.

**“Enterprise Website”** means the website identified on the Cover Page as the Enterprise Website or a successor website.

**“License”** means a non-exclusive, non-transferable, and revocable license granted under this Agreement under Enterprise’s intellectual property rights in the Contents to (i) access, copy, reproduce, and analyze the Data, solely within Licensee’s organization; and (ii) create Derived Products and use the same, solely within Licensee’s organization .

**“Licensee”** means the party to this Agreement identified on the Cover Page as the Licensee.

**“Term”** means the period starting from the Effective Date until the following September 30th for the initial Term and, thereafter, each successive twelve (12) month period commencing on October 1st.

**“Terms and Conditions”** means these terms and conditions.

### 3. Rights and Obligations

#### 3.1. Licensees' Rights

Subject to the terms, conditions, and limitations set forth in this Agreement, Licensee is hereby granted the License for the duration of the Term.

#### 3.2. Restrictions on Use

The License is subject to the following restrictions:

**(a) Data Integrity.** Licensee will not modify or alter the Data in any manner other than as contemplated hereunder. Licensee will respect the integrity of the Data, ensuring that the Data is not distorted and that none of the information in the Data is deleted or changed in ways that would materially affect the integrity of the Data as originally published by Enterprise.

**(b) Primary Purpose and Scope of Use of the Data.** Enterprise provides the Data to facilitate investments in its mortgage-related securities, assist in providing stability in the secondary market for residential mortgages and increasing the liquidity of mortgage investments. Licensee will not use the Data, any Derived Products or any portion thereof, except in the ordinary course of its own business.

**(c) No Distribution Rights.** Licensee will not redistribute, license, retransmit or rebroadcast the Contents, any portion thereof, or any Derived Products.

**(c) Absolute Prohibition Against Correlation of the Data to Individuals.** Under no circumstance will Licensee, directly or indirectly, use, copy, modify, decompile, disassemble, scrape, cache, frame, mask, correlate, or apply any process to the Data in order to misappropriate any information about the Data or derive any information about any particular individual including but not limited to violation of applicable privacy laws or regulations and/or in any way that would be deemed an unlawful invasion of privacy, whether or not for internal or external use of the results of such correlation. Licensee will comply with all federal, state and local laws and regulations governing the access, handling, and use of the Data by Licensee.

**(d) No Other Rights.** Except as expressly permitted herein, Licensee will not redistribute, license, retransmit, or rebroadcast the Contents or Derived Product or any portion thereof.

#### 3.3. Indemnification

Licensee will indemnify and hold harmless Enterprise, its service providers, licensors and customers, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including without limitation reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties), arising from or in connection with (a) Licensee's negligence, willful misconduct, or breach of any representation or warranty under this Agreement, (b) Licensee's failure to perform Licensee's obligations under this Agreement, or (c) Licensee's receipt, use, or distribution of the Contents. Licensee will pay or reimburse all costs that may be incurred by Enterprise in enforcing this indemnity, including attorneys' fees.

#### 3.4. Audit and Right to Review

Licensee will, upon written request, but not more frequently than once each calendar year, provide Enterprise and its third-party auditors, as applicable, with access to Licensee's records relevant to Licensee's compliance with this Agreement. If the review uncovers any material default by Licensee, then without limiting Enterprise's other rights under this Agreement or at law or in equity, Licensee will bear Enterprise's cost of the audit or review.

### **3.5. Access Credentials, Breach Notification**

Access to the Contents by Licensee's representatives may be subject to registration by Licensee and/or Licensee's representatives through Enterprise's online registration systems. Log in credentials generated in the course of such registration will be kept in confidence by Licensee and Licensee will ensure that Licensee's representatives do not share such access credentials. Any unauthorized disclosure or dissemination of access credentials by Licensee or its authorized users will be deemed a material breach of this Agreement and will be a basis for immediate termination of this Agreement. Licensee will timely inform Enterprise of any data breach of which Licensee becomes aware that may jeopardize the integrity, availability or confidentiality of the Contents.

### **3.6 Trademarks**

Except as expressly permitted in writing by Enterprise, Licensee may not publish, or cause to be published, or make public use of Enterprise's name, logos, trademarks, or any information in connection with this Agreement without the prior written permission of Enterprise. In no case shall Licensee imply any endorsement by Enterprise .

## **4 Rights and Responsibilities of Enterprise**

### **4.1 Authority**

Enterprise represents that it has the right to make the Contents available in accordance with this Agreement.

### **4.2 No Other Materials**

Enterprise has no obligation to supply Licensee with any software, hardware, systems, documentation or other materials, or to pay any installation, connection, network, transmission or other charges required to retrieve, copy, or obtain access to the Data.

## **5 Ownership of the Data**

### **5.1 Ownership; Intellectual Property**

Licensee acknowledges and agrees that the Contents, and all copies thereof made by Licensee hereunder, including without limitation any copyright and other intellectual property therein, are and will remain the exclusive property of Enterprise. Nothing contained herein will be deemed to transfer to Licensee any proprietary interest or other rights in the Data or in any copyright, trademarks, patents or other intellectual property of Enterprise, except to the extent expressly granted by this Agreement. This License will not be construed as a sale, disposition or transfer of property, while the release of Data hereunder by Enterprise will not be construed as the placement of Data in the public domain.

### **5.2 Notices**

Licensee will not remove, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by Enterprise in or on the Data and will ensure that all such notices are reproduced on all copies of the Data made by Licensee; provided, however, that Licensee will not be required to attach a copyright notice to any individual element of factor or other data that it may reproduce.

## **6. Availability of Data**

### **6.1 Data Updates**

Unless Enterprise provides notice to the contrary on the Enterprise Website, Enterprise will publish Data updates available to Licensee through the Enterprise Website.

## **6.2 Data Correction**

If Licensee notifies Enterprise that the Data is unavailable or in some way defective, Enterprise will evaluate the deficiency and, as necessary, use commercially reasonable efforts to promptly correct such defect and repost the Data. If Enterprise identifies a deficiency in any of the Data, Enterprise will evaluate the deficiency and, as necessary, use commercially reasonable efforts to correct the deficiency and give notice to Licensee of such correction. Enterprise's obligation to evaluate the deficiencies is Enterprise's sole obligation to Licensee or any third party.

## **6.3 Access to Data; File Formats**

Licensee will access the Data from the Enterprise Website. The Enterprise Website contains reference materials about the Data and contact information to request help in accessing the Data. Enterprise from time to time may modify amend, augment, reduce or alter the file format of the Data or may modify the manner or mode of retrieval of the Data. Licensee will be entitled to retrieve such updates, modifications, additions or changes in the Data. These changes may require Licensee to upgrade its systems, hardware or software, at Licensee's sole expense and at no cost to Enterprise.

## **7. Expenses and Taxes**

Each of the parties will bear all of its own expenses arising from performance of its obligations under this Agreement. Licensee will pay all current and future state and federal taxes related to this Agreement, including taxes on the possession or use of the Data by Licensee.

## **8. Confidentiality**

### **8.1 Protection**

Licensee acknowledges that in connection with the use and (if applicable) distribution of the Contents, it may receive or be exposed to proprietary or confidential information (collectively the "Confidential Information"). Licensee will maintain and protect the confidentiality of the Confidential Information and will not to disclose the Confidential Information or use it for any purpose not expressly authorized by this Agreement. Licensee will adopt appropriate safeguards to protect the confidentiality of the Confidential Information.

### **8.2 Exclusions**

The restrictions on disclosure set forth in Section 8.1 will not apply when, and to the extent that, Confidential Information (a) is publicly known at the time of a proposed disclosure without a breach of this Agreement, (b) is provided on a non-confidential basis by a third party that is not itself under any confidentiality obligation with respect to the Confidential Information, (c) is previously known by Licensee free of any obligation to keep it confidential, or (d) is independently developed by Licensee without use of or reference to the Confidential Information.

### **8.3 Notice of Violation**

Licensee will promptly notify Enterprise if it becomes aware of any apparent violation of the confidentiality requirements set forth in Section 8.1.

## **9. Disclaimer of Warranty**

THE CONTENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ENTERPRISE EXPRESSLY DISCLAIMS ANY OBLIGATION TO KEEP CONTENTS UP TO DATE OR FREE OF ERRORS OR VIRUSES, OR TO MAINTAIN UNINTERRUPTED ACCESS TO THE CONTENTS. THE CONTENTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. ENTERPRISE ASSUMES NO

RESPONSIBILITY FOR ERRORS OR OMISSIONS IN ANY CONTENTS, AND ENTERPRISE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENTS. USE OF THE CONTENTS IS AT LICENSEE'S SOLE RISK. ENTERPRISE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE CONTENTS OR USE OF THE CONTENTS INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, SUITABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

## **10. Limitation of Liability**

Except as otherwise expressly set forth in this Agreement, in no event will Enterprise or any entity Enterprise uses to provide access to the Contents be liable to Licensee for any loss, injury, claim, liability, damage or expense of any kind arising out of or resulting in any way from the Contents, including, without limitation, (a) errors or omissions in, or interruptions or corruption in provision of, the Contents, (b) use of the Contents by Licensee or any third party, or (c) the Contents. IN NO EVENT WILL ENTERPRISE OR ANY ENTITY ENTERPRISE USES TO PROVIDE ACCESS TO THE CONTENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF THE CONTENTS, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ENTERPRISE IS AWARE OF THE POSSIBILITY OF SUCH ERRORS OR DAMAGES. The provisions of this Section will not apply to the extent they violate applicable law.

## **11. Term and Termination**

### **11.1 Term**

This Agreement will remain in force and effect and renew automatically from Term to Term until terminated by either party in accordance with this Section 11.

### **11.2 Termination**

Licensee may terminate the License at any time. Enterprise may terminate this Agreement upon sixty (60) days' advance written notice to Licensee. Enterprise may further elect to cease altogether distribution of the Contents at Enterprise's sole discretion and terminate this Agreement for all licensees upon advance publication of a termination notice through the Enterprise Website.

Enterprise may terminate this Agreement immediately in the event of a violation of Sections 3, 5, or 8 by Licensee.

### **11.3 Termination of License**

Upon termination of this Agreement for any reason, Licensee will not exercise the rights granted under this License from and after termination of this Agreement. The foregoing will not prevent Licensee to access, as an investor in Enterprise securities, Data elements required to be published by Enterprise by securities laws and regulations, for the purpose of assessing or evaluating such securities.

### **11.4 Survival**

Sections 3.2, 3.3, 3.4, 5, and 8 through 12 will survive the termination of this Agreement.

## **12 General Provisions**

### **12.1 Assignment**

This Agreement may not be assigned by Licensee or by operation of law to any person(s), firm(s) or corporation(s) without the express written approval of Enterprise. Notwithstanding the foregoing, the Agreement may be assigned by Licensee to an entity that is 100% owned and controlled by Licensee if Licensee provides prior written notice of the assignment to Enterprise and Licensee remains liable for performance of Licensee's obligations hereunder.

## **12.2 Notices**

All notices and demands hereunder by a party to the other will be in writing and will be addressed either by email at the addresses identified in the Cover Page or served by personal service or by mail at the address set forth in the Cover Page, or at such different address as may be designated by Enterprise by written notice to Licensee.

All such notices or demands by mail will be by certified or registered mail, return receipt requested, or by a nationally recognized private express courier, and will be deemed complete upon receipt.

## **12.3 Governing law – Privacy Laws and Regulations**

This Agreement will be governed by and construed under the laws of the District of Columbia, without reference to or application of the conflicts of law principles the application of which would cause the substantive laws of another jurisdiction to apply. Any and all disputes between the parties that cannot be settled by mutual agreement will be resolved solely and exclusively in the federal courts located within the District of Columbia.

Licensee will be solely responsible for compliance with privacy-related federal, state and local laws and regulations governing the access, handling, and use of the Contents by Licensee.

## **12.4 Headings**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and will not be given any effect in the construction or interpretation of this Agreement.

## **12.5 All Amendments and Waivers in Writing**

Except to the extent expressly set forth in this Agreement, no provisions in either party's purchase orders or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. Any waiver by either party of a breach of any provision of this Agreement must be in writing.

Any waiver by either party of a breach of any provision of this Agreement must be in writing. No waiver will be effective unless in writing signed by an authorized representative of the party against which enforcement of the waiver is sought. Neither the failure of either party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.

## **12.6 Severability**

If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

## **12.7 Entire Agreement**



No representations or statements of any kind made by either party that are not expressly stated herein will be binding on such party. The parties agree that this Agreement constitutes the complete and exclusive statement of the agreement between them, and supersedes all proposals, oral or written, and all other communications between them relating to the subject matter hereof.

### **12.8 Authority**

Each party hereby represents and warrants that the execution, as applicable, delivery and performance by such party of this Agreement is within its corporate powers and has been duly authorized by all necessary corporate action on its part. Licensee represents and warrants that this Agreement has been duly agreed upon by Licensee. Each party represents and warrants that this Agreement constitutes a legal, valid and binding agreement of such entity enforceable against such entity in accordance with its terms, except as limited by applicable bankruptcy, insolvency or other similar laws relating to or affecting creditors' rights generally, and subject to the limitations imposed by general equitable principles.

### **12.9 Relationship of the Parties**

This Agreement does not appoint either party the agent of the other party, or create a partnership, joint venture or similar relationship between the parties, and neither party will have the power to obligate or bind the other party in any manner whatsoever.

### **12.10 Separate Counterparts**

This Agreement may be simultaneously executed in separate counterparts, all of which will constitute one and the same instrument and each of which will be, and will be deemed to be, an original.

### **12.11 U.S. Government Licensee**

If the Contents are licensed hereunder for or on behalf of the U.S. Government, it is hereby recognized and agreed by the U.S. Government that the Contents so licensed: (i) have been developed at private expense; (ii) have not been required to be originated or developed under a Government contract; and (iii) have not been generated as a necessary part of performing a Government contract.