

Web Site User Agreement (Electronic Schedule Q Portal)

This agreement (the “Agreement”), effective as of the date of acceptance by the Federal Home Loan Mortgage Corporation (“Freddie Mac”), is entered into by the undersigned holder of one or more real estate mortgage investment conduit (REMIC) residual interests (“User”) and Freddie Mac, in connection with certain tax information to be provided by Freddie Mac to User for the completion of User’s Form 1066 (Schedule Q), Quarterly Notice to Residual Interest Holder of REMIC Taxable Income or Net Loss Allocation (the “Schedule Q Information”).

1. Purpose. Freddie Mac operates the Electronic Schedule Q Portal web site (the “Schedule Q Web Site”) as a complimentary tax service available to User (for internal use only) and other holders of Freddie Mac REMIC residual interests, at no charge. The Schedule Q Web Site provides an online system for User to access Schedule Q Information for periods during which User was a residual interest holder.

This Agreement includes (i) Freddie Mac’s Web Site Terms and Conditions (available at <http://www.freddiemac.com/terms>), (ii) Freddie Mac’s Privacy Policy (available at <http://www.freddiemac.com/terms/privacy.html>) and (iii) any additional notices that may be posted on the Schedule Q Web Site (collectively, as amended from time to time, the “General Conditions”), each of which is incorporated herein by reference.

Freddie Mac reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide the Schedule Q Web Site or any part thereof, to User or to any group of users, without prior notice and for any reason.

2. Use of Web Site. To register for access and obtain instructions for utilization of the Schedule Q Web Site, User shall deliver to Freddie Mac (at Freddie Mac’s email address specified in Section 6(a)) an executed copy of this Agreement, complete with Appendix A and Appendix B information, including a copy of User’s properly completed Form W-9 (to be attached to Appendix B). Freddie Mac shall indicate its acceptance of this Agreement and User’s registration by email confirmation. In reliance on User’s utilization of the Schedule Q Web Site to obtain the Schedule Q Information, Freddie Mac does not intend to deliver such information in paper copy or other format while this Agreement remains in effect.

User is responsible for (i) use of the Schedule Q Web Site by User’s employees or agents and others who obtain access to the Schedule Q Web Site through User, (ii) User’s compliance with this Agreement, (iii) administering authentication information to User’s employees and agents to access the Schedule Q Web Site in

accordance with this Agreement, (iv) any losses that Freddie Mac suffers as a result of use of the Schedule Q Web Site by User or others who obtain access to the Schedule Q Web Site through User.

User represents that all information provided by it under this Agreement is true, accurate and complete. User has the full power and authority to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement. User shall use the Schedule Q Web Site solely for the purpose described in Section 1 and for no other purpose whatsoever. User shall not enable or permit any third parties to use the Schedule Q Web Site, either directly or through User. User acknowledges that User has no ownership or other interest in the Schedule Q Web Site, except to the extent of the rights expressly granted in this Agreement. All applicable rights to copyrights, trade secrets, patents, trademarks and other rights in and to the Schedule Q Web Site and any modifications or enhancements made thereto will belong to and remain with Freddie Mac.

3. Equipment. User, at its sole cost and expense, shall be responsible for obtaining and maintaining all computer hardware, software and Internet service or other method of connectivity to the Internet needed for access to and use of the Schedule Q Web Site and for printing, storing and retrieving the Schedule Q Information and any other electronic record transmitted by Freddie Mac to User.
4. Amendment; Termination. Freddie Mac reserves the right, from time to time, to amend or change the terms of this Agreement (including any policies which may be applicable to User's use of the Schedule Q Web Site) by posting such revisions to the Schedule Q Web Site. User agrees to review the Schedule Q Web Site periodically to be aware of and review any such revisions. This Agreement will remain in force and effect until terminated by either party in accordance with this Section. Freddie Mac may terminate this Agreement immediately without notice. User may terminate this Agreement upon 10 business days advance written notice. As soon as practicable upon termination of this Agreement, Freddie Mac shall provide User with the Schedule Q Information in paper or other mutually agreeable format.
5. Miscellaneous. This Agreement, including the General Conditions incorporated into this Agreement by reference, constitutes the entire agreement between User and Freddie Mac with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements, whether written or oral. User shall not assign or otherwise transfer this Agreement in whole or in part; any attempt to do so shall be void. Any terms varying from this Agreement in any written or electronic communication from User are void.

6. Notices. All communications under this Agreement shall be sent by email, delivered (a) in the case of Freddie Mac, to itr_team@freddiemac.com and (b) in the case of User, to the e-mail address(es) set forth on Appendix A; *provided, however,* that any Schedule Q Information delivered to User in paper or other format pursuant to Section 4 will be sent by first class mail, postage prepaid, to User's mailing address set forth on Appendix A. User shall promptly notify Freddie Mac of any change in User's contact information set forth in Appendix A or User's tax information set forth in Appendix B, by delivery of a revised Appendix A or Appendix B, as applicable. Upon request by Freddie Mac, User shall execute and deliver a new web site user agreement in connection with such change.

AGREED AND ACCEPTED:

Name of User/Residual Interest Holder

By: _____
Name:
Title:

Date: _____, 20____

APPENDIX A

User Contact Information:

Primary Contact Name: _____
E-mail address _____
Telephone number: _____
Mailing address: _____
Name _____
Address line 1 _____
Address line 2 _____
Address line 3 _____
City, State Zip Code _____

Secondary Contact Name: _____
E-mail address _____
Telephone number: _____
Mailing address: _____
Name _____
Address line 1 _____
Address line 2 _____
Address line 3 _____
City, State Zip Code _____

