

RELATED THIRD PARTY AGREEMENT

THIS RELATED THIRD PARTY LICENSE AGREEMENT (the "Agreement") is made this ____ day of _____, 201_ (the "Effective Date"), by and between Federal Home Loan Mortgage Corporation, 8200 Jones Branch Drive, McLean, Virginia 22102 ("Freddie Mac"), and _____ (the "Related Third Party").

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; and

WHEREAS, access to a System will be permitted after Related Third Party has entered into this Agreement and a System Exhibit pertaining to that specific System.

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) "Administrator" has the meaning set forth in Section 5(a).
- (b) "Aggregate Data" has the meaning set forth in 6(f).
- (c) "Authentication Credentials" has the meaning set forth in Section 5(a)(ii).
- (d) "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.
- (e) "Customer" means a Freddie Mac 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 by means of one or more Systems.

(f) "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.

(g) "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.

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

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

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

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

(l) "Mortgage Services" means, as applicable, the technology, third-party origination, underwriting, appraisal management, processing, technical, closing, servicing-related and/or other services and support which 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.

(m) "Output" means any output, including findings, feedback certificates, data, information or other content generated by a System that is provided or made available to Related Third Party.

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

(o) "Related Third Party" as first identified above, is the third-party mortgage broker, correspondent lender, contract underwriter, appraisal management company, settlement agent or other third party that in each instance is engaged by Customer to provide it with Mortgage Services.

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

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

(r) "System" means the technology platform identified in a System Exhibit, including, without limitation, any related Distributed Code, Specifications, computer, other hardware or electronic device, application or operating system software, web site, private data or other communication network, interface and/or connectivity which, 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 the Uniform Collateral Data Portal.

(s) “System Data” has the meaning set forth in 6(e).

(t) “System Exhibit” means a fully executed 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 upon its full execution by the parties shall be deemed appended to and incorporated in this Agreement.

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

(v) “User IDs” has the meaning set forth in Section 5(a)(ii).

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 Documentation.

(b) Under no circumstances shall Related Third Party enable or permit any person or entity 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 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) Related Third Party may access a System by means of a (i) web server hosted by or on behalf of Freddie Mac, (ii) system-to-system interface between the System and Related Third Party's platform which is developed and maintained by Related Third Party and approved in writing by Freddie Mac, and/or (iii) System interface with a Customer or other third party-provided loan manufacturing or servicing 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 Specifications Exhibit so as to facilitate Related Third Party's design, development and maintenance of the system-to-system interface with such System. With respect to its System access under Section 4(a)(iii), Freddie Mac may have conducted limited testing on third party loan origination or other loan manufacturing or servicing platform

interfaces, and those interfaces which 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 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 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 or any Customer.

(e) Freddie Mac maintains separate, independent contracts with Customers regarding their use of a System to receive 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 access a System 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

(a) If Freddie Mac provides or makes available an electronic or paper registration form for the provisioning of Authorized Users for a System ("Form"), Related Third Party shall specifically identify each Authorized User for the System on such Form. The Form 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 or other access codes (together with User IDs, the "Authentication Credentials") from Freddie Mac, and

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

(b) Related Third Party shall safeguard and protect all information captured in each Form, 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. Related Third Party shall notify Freddie Mac within one business day of an employee's or contract worker's termination or deletion as an Authorized User so that Freddie Mac may revoke the employee's or contract worker's access to each System. Related Third Party also shall notify Freddie Mac in writing immediately in the event of any actual or suspected loss, theft or unauthorized disclosure or use of any Authentication Credential.

(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) An Administrator's (A) name changes, (B) employment is terminated, or (C) authorization terminates,

(ii) Of any loss, theft or unauthorized access, disclosure, compromise or use of any System or Authentication Credential,

(iii) Related Third Party has reason to believe that an Administrator's access to a System or Form is no longer secure for any reason,

(iv) An unauthorized User has gained access to a System,

(v) An Authorized User has gained access to a System that s/he is not authorized to access or use, or

(vi) An Authorized User has used a System for purposes other than the Purpose.

(d) 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.

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) Related Third Party shall treat the Licensed Materials, as well as any other information that Freddie Mac (or others on behalf of Freddie Mac) provides to Related Third Party in connection with this Agreement (such other information, "Confidential Information"), as strictly confidential, and shall receive and hold such Licensed Materials and Confidential Information in confidence. Without limiting the generality of the foregoing or any other obligation of Related Third Party under this Agreement, (i) Related Third Party shall use and disclose Licensed Materials only as permitted in this Agreement or any System Exhibit, (ii) Related Third Party shall not use or permit the use of Confidential Information except to the extent necessary in connection with its use of any System, and (iii) 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, contract workers and agents (including any of the foregoing who are Authorized Users) who need to know the Confidential Information in connection with Related Third Party's use of any System and who are informed by the Related Third Party of the proprietary and confidential nature of such 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 to Freddie Mac and confidential. Related Third Party shall be responsible for the use, disclosure and copying of Confidential Information by all such persons.

(b) Information provided by or 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 Related Third Party without reference to or use of Confidential Information, or (iii) the information is received by Related Third Party from a third party that is not itself subject to a confidentiality obligation with respect thereto.

(c) Promptly upon Freddie Mac's request, Related Third Party shall destroy or deliver to Freddie Mac all documents and files that constitute or include Freddie Mac's 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 sworn written certification by a duly authorized officer of Related Third Party attesting to such destruction or return.

(d) 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 Licensed Materials or Confidential Information, it shall (if legally permissible, as determined by Related Third Party's counsel) give Freddie Mac written notice describing the Licensed Materials 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) 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 Licensed Materials or 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 Licensed Materials or Confidential Information that it is authorized to reproduce.

(f) Related Third Party acknowledges that its breach of its obligations under this Agreement relating to the use or disclosure of the Licensed Materials 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 Related Third Party hereby waives any requirements for the securing or posting of any bond or other security in connection with such injunctive relief.

(g) If Related Third Party 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 Licensed Materials or Confidential Information ("Security Breach"), Related Third Party shall:

(i) Promptly notify Freddie Mac,

(ii) Promptly investigate, correct, mitigate or otherwise deal with the Security Breach at Related Third Party's expense, including by identifying the Licensed Materials 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) 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 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 Related Third Party (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.

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 applicable laws, rules, regulations and conventions relating to data privacy, 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,
- (iii) 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 a Form, and
- (iv) No computer virus, including any malware, time bomb or any code designed to cause a System to malfunction or self-destruct or allow unauthorized access or cause harm to a System 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 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 this Agreement and any System Exhibit shall commence on the date that it is signed by a duly authorized officer of Freddie Mac, and, except as set forth in this Section 10, 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(e) 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 may be given via electronic mail or provided via the applicable System. Each notice so sent shall be deemed to be given (i) upon delivery by FedEx, the United Parcel Service, or DHL, or (ii) three (3) business days after being sent via electronic mail or provided via the applicable 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 Managing Associate General Counsel, Single Family Real Estate, at 1221 Park Run Drive, McLean, VA 22102.

Notices to Related Third Party shall be sent to:

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.

(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. 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 binding upon the parties and (as permitted under Section 11(a)), their respective successors and assigns. 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 contract or agreement entered into by and between Related Third Party and a Customer pursuant to Section 4(d) or otherwise, or any contract 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 contract is more protective of Freddie Mac's interests.

(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.

BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, the undersigned have expressed their mutual agreement to the foregoing Agreement, and each of the incorporated System Exhibit for Loan Advisor SuiteSM, System Exhibit for Loan Product AdvisorSM and System Exhibit for HVE[®]

RELATED THIRD PARTY

FREDDIE MAC

**FEDERAL HOME LOAN
MORTGAGE CORPORATION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RELATED THIRD PARTY AGREEMENT
(the "Agreement")
System Exhibit for Loan Advisor SuiteSM

THIS SYSTEM EXHIBIT FOR LOAN ADVISOR SUITE is made and entered into by and between Freddie Mac and Related Third Party, as of the date on which the Agreement is signed by a representative of Freddie Mac.

1. Scope and applicability

Loan Advisor Suite is the collection of Systems that is licensed pursuant to this System Exhibit, other System Exhibits referenced in 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 the 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 Suite.

(a) "Loan Advisor Suite" is the collection of Systems currently comprised of Portal/Business Intelligence, Loan Product AdvisorSM, Loan Quality Advisor[®], Loan Collateral AdvisorSM, Loan Closing AdvisorSM, Loan Coverage Advisor[®] and the Selling SystemSM, all as described in their respective Documentation.

(b) "Portal/Business Intelligence" has the meaning set forth in Section 3.

(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[®]" 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 is not a System, and is not to be construed as such.

3. Portal/Business Intelligence

Portal/Business Intelligence is a System licensed pursuant to this System Exhibit that provides Authorized Users with access to certain other Systems, and 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 Users submit to and through Portal/Business Intelligence and other Systems accessed through Portal/Business Intelligence.

4. Loan Product Advisor

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

5. Loan Quality Advisor

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

6. 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, (ii) appraisal quality, and (iii) support for value conclusions in any files so submitted, and returns findings (*i.e.*, "Output," within the meaning of the Agreement) to Authorized Users.

7. 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 Permitted Users.

8. Selling System

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

BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES ON THE AGREEMENT, the parties hereto have expressed their mutual agreement to the foregoing.

RELATED THIRD PARTY AGREEMENT
(the “Agreement”)
System Exhibit for Loan Product AdvisorSM

THIS SYSTEM EXHIBIT FOR LOAN PRODUCT ADVISOR is made and entered into by and between Freddie Mac and Related Third Party, as of the date on which the Agreement is signed by a representative of Freddie Mac.

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[®].

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.

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[®]” 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).

- (i) "Subscriber Code" has the meaning set forth in Section 4(a).

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 solely in connection with (A) an existing mortgage loan in which Related Third Party or a 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 on its own behalf or on behalf of a Customer (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 on the types of mortgage 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 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 (each, a "Subscriber Code") to the Credit Reporting Agency via the System.

- (b) With respect to any Credit Report retrieved as set forth in this Section 4, Related Third Party hereby:

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

- (ii) Authorizes the System on behalf of Related Third Party, to retrieve, process, assess, store and share with its Customers each Credit Report, 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 with Customers.

- (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 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 evaluate 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 SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES ON THE AGREEMENT, the parties hereto have expressed their mutual 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 of the date on which the Agreement is signed by a representative of Freddie Mac.

1. Scope and applicability

HVE is the System licensed pursuant to 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 the 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 AdvisorSM), 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 agreed upon by Freddie Mac in writing or as expressly permitted in this System Exhibit, Related Third Party shall not disclose HVE Data, except to its

Customers, employees, contractors who need access to such data in order to 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 MortgageSM or an Enhanced Relief RefinanceSM 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 SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES ON THE AGREEMENT, the parties hereto have expressed their mutual agreement to the foregoing.