



Fannie Mae Loan Performance Data

Royalty-free – Internal Use Only Terms and Conditions

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1. Introduction

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2. Definitions

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

“**Data**” means certain loan-level data related to the mortgage loans made available to the public by Fannie Mae under this Agreement. Data includes historical information and updates thereto as released from time to time by Fannie Mae.

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3. Rights and Obligations

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

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(c) Absolute Prohibition Against Correlation of the Data to Individuals. Under no circumstance shall 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 shall comply with all federal, state and local laws and regulations governing the access, handling, and use of the Data by Licensee.

3.3 Indemnification

Licensee shall indemnify, defend, and hold harmless Fannie Mae, its service providers, licensors and customers, and their respective officers, directors, employees, agents, successors and assigns, and any individuals, from any and all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties), arising from or in connection with any claim that (a) Licensee's negligence, willful mis-conduct, breach of any representation or warranty under this Agreement or (b) Licensee's failure to perform Licensee's obligations under this Agreement, or (c) Licensee's improper use of the Contents. Licensee shall not settle any such suit or claim without Fannie Mae's prior written consent if such settlement would be adverse to Fannie Mae's interest. Licensee agrees to pay or reimburse all costs that may be incurred by Fannie Mae in enforcing this indemnity, including attorneys' fees.

4. Ownership of the Data

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7. General Provisions

7.1 Governing Law – Privacy Laws and Regulations

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

Licensee shall 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.



7.2 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.

7.3 Amendments

FANNIE MAE RESERVES THE RIGHT AT ANY TIME, AT ITS SOLE DISCRETION, TO CHANGE OR OTHERWISE MODIFY THIS AGREEMENT. ANY TIME THAT FANNIE MAE CHANGES THIS AGREEMENT, WE WILL PROVIDE NOTICE OF SUCH CHANGE ON OUR WEBSITE. LICENSEE'S CONTINUED ACCESS TO OR USE OF THE CONTENTS AFTER NOTICE OF SUCH CHANGE HAS BEEN POSTED SHALL BE DEEMED ACCEPTANCE OF THE UPDATED OR MODIFIED AGREEMENT.

7.4 Waivers

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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement will survive any termination or expiration of this Agreement and continue in full force and effect.

7.9 U.S. Government Licensee

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