



TERMS OF USE (CRT API AND ASSET-LEVEL DATA)

THESE INVESTOR DATA API AND ASSET-LEVEL INFORMATION TERMS (the "API Agreement") govern your access to and use of the (1) application programming interface(s) (each, an "API") described in any user guides, job aids, training materials, any written instructions or other documentation and materials Freddie Mac provides or makes available to you from time to time (collectively, the "Documentation"), (2) Documentation, (3) Freddie Mac registration and access management tool allowing you to administer your user access to each API (*i.e.*, "Access Manager"), (4) technical specifications, integration guides and any related technical materials (the "Specifications") provided by or on behalf of Freddie Mac to enable the development and maintenance of any interface between your platform(s) and an API, and (5) Freddie Mac's customer test environment ("CTE," which such CTE, along with each API and Access Manager are referred to individually and collectively herein as a "System"), and (6) Asset-Level Information, as described in and subject to the Agreement in Section 8.

The System, Documentation and Specifications are sometimes referred to in this API Agreement as the "Licensed Materials," and "you" and "your" as referenced herein means the investor entity identified in the Access Manager form signed by a duly authorized representative of such entity.

1. Royalty Free Use License

Subject to the terms and conditions of this API Agreement, Freddie Mac grants to you a limited, revocable, non-exclusive, non-transferable license to access and use the Licensed Materials through each of your employees or contract workers who you authorize to access and use the Licensed Materials in connection with his or her responsibilities to you (each, an "Authorized User") during the term of this API Agreement; *provided, however*, that such access and use shall be solely for your internal business purposes.

You shall not distribute, share or otherwise provide access to any Licensed Materials to any third-party without the prior written consent of Freddie Mac, nor permit any Authorized User to do the same.

2. Licensed Materials; Use and Other Limitations

(a) Your use of the Licensed Materials is subject to, and you shall comply at all times with, (i) the terms of this API Agreement, and (ii) instructions provided in the Licensed Materials.

(b) You are and shall remain fully responsible and liable for access and use of the Licensed Materials by each individual (including an Authorized User) who gains access to the Licensed Materials directly or indirectly through you and your platform(s) (each such individual, a "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 API Agreement in such User's use of the Licensed Materials.

(c) Freddie Mac reserves the right, at any time and in its sole discretion, to modify, enhance, retire or otherwise cease providing the Licensed Materials to you. 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.

(d) You 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, and (ii) not issue any press release regarding your 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.

3. Authorized User Registration; Access Management and Security

(a) To facilitate your access to and use of a System, Freddie Mac may provide or make available to you: (i) an electronic or paper registration form for the provisioning of Authentication Credentials (as defined below) and Authorized Users ("Form") and/or (ii) Access Manager, an automated access and credential management application designed to facilitate your management of your Authorized Users, which may also include one or more Forms (which Forms are also deemed to be a part of Access Manager). You shall specifically identify each Authorized User for an API and the CTE in Access Manager. Access Manager may require the designation of one or more Authorized Users to perform administrative functions for the particular System (each, an "Administrator") such as:

(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 and/or other access codes, including system-level access codes ("Sys-to-Sys Credentials") from Freddie Mac (together with Customer Credentials and User IDs, the "Authentication Credentials"), and

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

(b) You shall safeguard and protect all information you provide to Access Manager, as well as all Authentication Credentials, and shall adopt security measures to prevent the loss, theft, unauthorized access, disclosure, compromise or use of any of the foregoing. Such measures shall include the maintenance of up-to-date virus detection software to protect against malware and other malicious software. As soon as practicable and, in any event, no later than within one business day of an Administrator's name change or an employee's or contract worker's termination, you shall either (i) utilize Access Manager to register the Administrator name change, or remove or otherwise delete such employee or contract worker as an Authorized User, or (ii) notify Freddie Mac of such name change or termination so that Freddie Mac may register the name change or revoke the employee's or contract worker's access to each System.

(c) You shall notify Freddie Mac as soon as practicable and, in any event, no later than within one business day in the event:

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

(ii) You have reason to believe that an Administrator's access to a System, including Access Manager, is no longer secure for any reason,

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

(iv) An Authorized User has gained access to a System that he or she is not authorized to access or use, or

(v) An Authorized User has used a System for purposes other than the your internal business purposes.

(d) From time to time an Administrator may be required by Access Manager to engage in campaigns to recertify the authorizations and roles of Authorized Users. The Administrator shall comply with all reasonable instructions, including any provided through Access Manager, for any such campaign.

(e) You shall reset Authentication Credentials (other than User IDs) no less than once every 90 days, except with respect to Sys-to-Sys Credentials, which shall be reset no less than once every 365 days. In the event such resets do not occur, or if Authentication Credentials have not been used for a period of at least 90 days, or Sys-to-Sys Credentials have not been used for a period of at least 365 days, then, in any such event, Freddie Mac may, in its sole discretion, deactivate System access associated with any such Authentication Credential.

(f) Without limiting the application of any other provision of this Section 3, you agree 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 you accept all risks and liability resulting from any failure to adopt and maintain such industry best practices.

4. Ownership of the Licensed Materials

(a) The Licensed Materials are the sole and exclusive property of Freddie Mac (or, as applicable, its third-party licensors). You acknowledge that you have no ownership or other rights or interests in the Licensed Materials, except to the extent of the rights expressly granted in this API Agreement, and you covenant that you will treat all information and data concerning the Licensed Materials as strictly confidential and proprietary Freddie Mac information.

(b) You shall 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).

5. Representations and Warranties; Indemnification

You represent, warrant and agree that:

- (i) Each Administrator is an officer of or is otherwise specifically authorized by you to perform such administrative functions,
- (ii) Each Authorized User is duly authorized to act on behalf of, and has full authority to legally bind you by such User's acts and omissions, and (iii) 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 you.

(c) You 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 any representation, warranty, covenant and/or obligation under this API Agreement. Freddie Mac shall provide you with notice of any such claim after it comes to Freddie Mac's attention.

6. Limited Warranty; Liability Limitation

(a) Freddie Mac represents and warrants that it has the right to grant you the rights and permissions specified in this API Agreement.

(b) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6(a), THE LICENSED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ALL USES OF THE FOREGOING ARE AT YOUR 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. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN SECTION 6(a), ALL WARRANTIES (BOTH EXPRESS AND IMPLIED) CONCERNING THE LICENSED MATERIALS ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, ACCURACY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS API AGREEMENT:

- (i) FREDDIE MAC WILL HAVE NO LIABILITY TO (A) YOU, OR (B) 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, OR ANY USE THEREOF, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FREDDIE MAC, YOU 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, OR ANY USE OF OR INABILITY TO USE THE LICENSED MATERIALS.
- (iii) WITHOUT LIMITING THE PROVISIONS OF SECTIONS 6(c)(i) AND (ii), FREDDIE MAC'S SOLE LIABILITY ARISING OUT OF OR RELATING TO THE LICENSED MATERIALS 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).

(d) YOU AND FREDDIE MAC EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN (i) REPRESENT THE PARTIES' API 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 API AGREEMENT, AND (ii) FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

7. Miscellaneous

(a) The term of this API Agreement shall commence on the date that it is entered into by your duly authorized representative. Except as set forth in this Section 7, the term of this API Agreement shall continue in full force and effect until terminated by either party upon thirty (30) days' prior written notice to the other party.

(b) You shall not assign any of your rights or obligations under this API Agreement in any manner whatsoever without Freddie Mac's prior written consent.

(c) Any notice required or permitted to be given by either party under the terms of this API Agreement, including, but not limited to, notice of an amendment to the terms of this API Agreement, 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; *provided, however*, that notifications required under Section 3 may be provided via Access Manager. Each notice so sent shall be deemed to be given (i) upon delivery by FedEx, the United Parcel Service, DHL or Access Manager, or (ii) three (3) business days after being sent via electronic mail or provided via another 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 8200 Jones Branch Drive, McLean, VA 22102.

(d) This API Agreement 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 API Agreement shall be settled in a proceeding brought in the United States District Court for the Eastern District of Virginia, and you irrevocably submit to the jurisdiction and venue of that Court. Subject to the provisions of Section 6 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.

(e) Provisions set forth in Section 8 shall supersede any conflicting provision of the API Agreement, but only with respect to the use of Asset-Level Information. If any provision of this API Agreement is held invalid, illegal or unenforceable, such provision will to that extent be deemed omitted from this API Agreement, and the remaining provisions of the API Agreement will continue to be valid and enforceable and will not be affected in any way.

(f) This API Agreement is (1) binding upon the parties and (as permitted under Section 7(b)), their respective successors and assigns, (2) encompasses the entire agreement of the parties regarding the subject matter hereof, and supersedes and extinguishes all previous understandings and agreements between the parties regarding the subject matter hereof, whether oral or written, and (3) is signed using electronic signature technology, and any electronic signature logically associated with this API Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as a handwritten signature.

8. ASSET-LEVEL INFORMATION TERMS OF USE

AS A CONDITION OF YOUR ACCESS TO THE ASSET-LEVEL INFORMATION DISCLOSED BY FREDDIE MAC (THE “ASSET-LEVEL INFORMATION”), YOU MUST COMPLY WITH THESE TERMS OF USE AND THE APPLICABLE TERMS AND CONDITIONS THAT ARE SET FORTH HEREIN (THIS “AGREEMENT”). THIS AGREEMENT APPLIES REGARDLESS OF THE MEANS BY WHICH YOU ACCESS THE ASSET-LEVEL INFORMATION, INCLUDING YOUR ACCESS THROUGH A FREDDIE MAC WEBSITE BY WAY OF A GRAPHICAL USER INTERFACE, AN APPLICATION PROGRAMMING INTERFACE OR BY ANY OTHER MEANS. UPON THE EARLIER TO OCCUR OF (A) YOUR ASSENT TO THE API ACCESS AND USE TERMS INTO WHICH THIS AGREEMENT IS INCORPORATED, OR (B) YOUR ACTION TO ACCESS THE ASSET-LEVEL INFORMATION VIA A FREDDIE MAC WEBSITE OR OTHERWISE, YOU ARE DEEMED TO HAVE ENTERED INTO THIS AGREEMENT BETWEEN YOU AND FREDDIE MAC. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE ASSET-LEVEL INFORMATION.

THE TERMS SET FORTH IN PART A BELOW SHALL APPLY TO ALL INDIVIDUALS AND ENTITIES ACCESSING THE ASSET-LEVEL INFORMATION, EXCEPT FOR MARKET OR SECURITIES DATA VENDORS. THE TERMS SET FORTH IN PART B SHALL APPLY ONLY TO MARKET OR SECURITIES DATA VENDORS IN THE BUSINESS OF DISTRIBUTING FINANCIAL AND BUSINESS INFORMATION AND DERIVATIVE WORKS CREATED THEREFROM TO SUBSCRIBERS OR CUSTOMERS. THE TERMS SET FORTH IN PART C BELOW GOVERNING USE OF UPDATED FICO SCORES SHALL APPLY TO INDIVIDUALS AND ENTITIES ACCESSING THE ASSET-LEVEL INFORMATION, AND TO MARKET OR SECURITIES DATA VENDORS.

PART A: TERMS OF USE APPLICABLE TO INDIVIDUALS AND ENTITIES ACCESSING THE ASSET LEVEL INFORMATION, EXCEPT FOR MARKET OR SECURITIES DATA VENDORS

YOU REPRESENT THAT:

- (I) YOU ARE ACCESSING THE ASSET-LEVEL INFORMATION ON BEHALF OF PERSON(S) (WHICH MAY INCLUDE INDIVIDUALS, ENTITIES AND YOURSELF, ALL OF WHOM ARE JOINTLY AND SEVERALLY REFERRED TO AS THE “USER”) WHO INTEND TO USE THE INFORMATION SOLELY IN THE MANNER AND FOR THE PURPOSES PERMITTED IN THIS AGREEMENT; AND
- (II) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE USER AND TO BIND THE USER TO THE TERMS OF THIS AGREEMENT.

A.1. The User acknowledges that the issuer providing the Asset-Level Information (the “Disclosing Party”) is making the Asset-Level Information available to the User for the sole purpose of facilitating the securitization of the assets described by the Asset-Level Information. The User acknowledges that it has no ownership or other proprietary interest in the Asset-Level Information.

A.2. The User is permitted to retrieve, copy and use (collectively, “Use”) the Asset-Level Information solely for its internal purposes related to (i) User’s potential investment in the Disclosing Party’s securities, and (ii) research and analytics based in whole or in part on the Asset Level Information (collectively, the “Internal Purpose”). As part of the Internal Purpose, the User is permitted to Use the Asset-Level Information to: (i) derive data from the Asset-Level Information; (ii) create products that incorporate the Asset-Level Information or data derived therefrom (such derived data and products, “Derived Products”); and (iii) disseminate the Asset-Level Information and Derived Products within the User’s organization for the Internal Purpose. Notwithstanding the rights and permitted Uses granted to the User under this Section A.2, the User acknowledges and agrees that its rights to use the Updated FICO Scores (as defined in Part C below) are governed exclusively by the terms set forth in Part C.

A.3. The User is prohibited from Using the Asset-Level Information for any purpose not expressly permitted in this Agreement. Without limiting the preceding sentence, the User is prohibited from: (i)

modifying or altering the Asset-Level Information in any manner, except to the extent necessary for the Internal Purpose; (ii) using the Asset-Level Information or any Derived Product to map data contained in the Asset-Level Information to any other data distributed by the Disclosing Party relating to another security issued by the Disclosing Party; and (iii) except to the extent legally required, disclosing the Asset Level Information and any Derived Products outside the User's organization or for purposes other than the Internal Purpose. Despite clause (iii) of the preceding sentence, User may disclose the Asset-Level Information to its service providers for their Use solely to the extent necessary to enable the service providers to provide services to the User; however, the User will be responsible for the compliance by those service providers with the User's obligations under this Agreement.

A.4. The User agrees to comply with all federal, state, and local laws, rules, regulations, and orders applicable to the User's Use or disclosure of the Asset-Level Information, including laws relating to the privacy or security of personally identifiable information. Without limiting the preceding sentence or the User's other obligations under this Agreement, the User agrees not to link or combine, or attempt to link or combine, the Asset-Level Information to or with other information (whether publicly available or not), or otherwise Use the Asset-Level Information in any way, for the purpose or with the result of identifying or attempting to identify any individual.

A.5. Except as expressly permitted under this Agreement or by the Disclosing Party in writing, the User is prohibited from licensing, distributing, disclosing or otherwise making available the Asset-Level Information (in whole or in part) or any Derived Products to any third party. Without limiting the preceding sentence, the User agrees to: (i) inform each third party that obtains access to the Asset-Level Information through the User that the Asset-Level Information is the proprietary information of the Disclosing Party; and (ii) ensure that each such third party is bound by the User's obligations under this Agreement. Notwithstanding anything to the contrary contained herein, the User may disclose the Asset Level Information and Derived Products to its regulators and as otherwise required by applicable law; however, the User will inform any such recipient of the restrictions on Use and disclosure under this Agreement and use reasonable efforts to ensure those restrictions are observed by the recipient.

A.6. The User represents, warrants and agrees that it has developed and implemented, and will maintain, reasonable safeguards to protect the security, confidentiality, and integrity of the Asset-Level Information, including safeguards that are designed to prevent the unauthorized use, disclosure, destruction, or alteration of the information.

A.7. The User acknowledges that its breach of this Agreement will result in immediate and irreparable injury that cannot be sufficiently remedied by money damages. In the event of any breach or threatened breach of this Agreement, in addition to all remedies available at law, the User agrees that the Disclosing Party will be entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

A.8. This Agreement represents the complete agreement of the parties as to the matters addressed herein and supersedes all previous oral or written contracts with respect to those matters.

A.9. This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law rules that might cause the substantive laws of another jurisdiction to govern. The User consents to personal jurisdiction in the federal courts located in the Eastern District of Virginia and voluntarily and irrevocably submits to the personal jurisdiction of such courts in any action or proceeding with respect to this Agreement.

A.10. No failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement (collectively, a "right") will operate as a waiver of that right, nor will any single or partial exercise of a right preclude any other or further exercise of that right or the exercise of any other right.

A.11. The Disclosing Party has endeavored to make the Asset-Level Information reasonably accurate, but does not guarantee that the Asset-Level Information is complete, error free or suitable for any particular purpose, including the Internal Purpose. Use of the Asset-Level Information is entirely at User's own risk, and Disclosing Party will have no liability to the User or any third party for or arising out of or related to this Agreement, the Asset-Level Information or any Derived Products. THE ASSET-LEVEL INFORMATION IS PROVIDED ON AN "AS IS", AS AVAILABLE BASIS, AND THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY THE DISCLOSING PARTY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS WILL CREATE A WARRANTY.

PART B: TERMS OF USE APPLICABLE TO MARKET OR SECURITIES DATA VENDORS

YOU REPRESENT THAT:

- (I) YOU ARE ACCESSING THE ASSET-LEVEL INFORMATION ON BEHALF OF A MARKET OR SECURITIES DATA VENDOR IN THE BUSINESS OF DISTRIBUTING FINANCIAL AND BUSINESS INFORMATION AND DERIVATIVE WORKS CREATED THEREFROM TO ITS END USERS (DEFINED BELOW), WHICH MAY INCLUDE WITHOUT LIMITATION ACTUAL OR POTENTIAL SECURITIES INVESTORS ("VENDOR");
- (II) AT THE TIME OF YOUR ACCESS YOU ARE AN AGENT OR EMPLOYEE OF VENDOR; AND (III) YOU INTEND TO USE THE INFORMATION SOLELY ON BEHALF OF VENDOR IN THE MANNER AND FOR THE PURPOSES PERMITTED IN THIS AGREEMENT.

B.1. Vendor acknowledges that the issuer providing the Asset-Level Information (the "Disclosing Party") is making the Asset-Level Information available to the Vendor for, inter-alia, the purpose of facilitating the securitization of the assets described by the Asset-Level Information. The Vendor acknowledges that it has no ownership or other proprietary interest in the Asset-Level Information.

B.2. Except as provided below regarding Updated FICO Scores (as defined in Part C below), Vendor is permitted to: (i) retrieve, copy and use (collectively, "Use") the Asset-Level Information; (ii) create products that incorporate the Asset-Level Information or data derived therefrom (such derived data and products, "Derived Products"); and (iii) disseminate the Asset-Level Information and Derived Products to the Vendor's subscribers or customers ("End-Users") through Vendor's and its affiliates' worldwide, electronic products and services ("Vendor Services", and 2(i)-2(iii) collectively, the "Business Purpose"). Vendor's rights and permitted Uses under this Section B.2 expressly do not apply to the Updated FICO Scores, and Vendor shall comply with the terms set forth in Part C below governing the use of the Updated FICO Scores.

B.3. Vendor shall not: (i) use the Asset-Level Information or any Derived Product to map data contained in the Asset-Level Information to any other data distributed by the Disclosing Party relating to another security issued by the Disclosing Party; and (ii) disclose the Asset-Level Information and any Derived Products outside Vendor's organization for purposes other than the Business Purpose. Notwithstanding anything to the contrary herein, Vendor may disclose the Asset Level Information pursuant to a requirement or official request of a government agency, a court or administrative subpoena or order, any applicable legislative or regulatory requirement, or in defense of any claim or cause of action asserted against Vendor and/or its affiliates.

B.4. The Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and orders applicable to the Vendor's Use or disclosure of the Asset-Level Information, including laws relating to the privacy or security of personally identifiable information. Without limiting the preceding sentence or the Vendor's other obligations under this Agreement, the Vendor agrees not to link or combine, or

attempt to link or combine, the Asset-Level Information to or with other information (whether publicly available or not), or otherwise Use the Asset-Level Information in any way, for the purpose or with the intent of identifying or attempting to identify any individual.

B.5. Vendor agrees the End-User's access to and use of the Vendor Services and thus the Asset-Level Information therein, shall be provided and governed by the terms of such End-User's then-current services or subscription agreement(s), including any applicable schedules and addenda (the "End-User Agreement"), and such End-User Agreements shall include restrictions providing in substance that End User shall use the Vendor Services solely for its internal business purposes and shall not: (i) share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from the Vendor Services, and thus the Asset-Level Information therein; (ii) use the Asset Level Information for the purpose of identifying or attempting to identify any individual; (iii) recirculate, redistribute, or publish any analysis or presentation included in the Vendor Services, and thus the Asset Level Information therein, except for the End-User's internal purposes; or (iv) use the Vendor Services, and thus the Asset-Level Information therein, for any unlawful purpose.

Notwithstanding the foregoing sections 5(i) and 5(iii), in the ordinary course of their business, End-Users shall be permitted to redistribute a limited amount of the Asset-Level Information and derivative works created therefrom in published reports, whether in print or electronic form, to support the primary business of such End-User's in (x) providing research for internal use and/or to their customers or (y) making trade proposals.

B.6. Vendor acknowledges that its breach of this Agreement will result in immediate and irreparable injury that cannot be sufficiently remedied by money damages. In the event of any breach or threatened breach of this Agreement, in addition to all remedies available at law, the Vendor agrees that the Disclosing Party will be entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

B.7. This Agreement represents the complete agreement of the parties as to the matters addressed herein and supersedes all previous oral or written contracts with respect to those matters.

B.8. This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law rules that might cause the substantive laws of another jurisdiction to govern. The Vendor consents to personal jurisdiction in the federal courts located in the Eastern District of Virginia and voluntarily and irrevocably submits to the personal jurisdiction of such courts in any action or proceeding with respect to this Agreement.

B.9. No failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement (collectively, a "right") will operate as a waiver of that right, nor will any single or partial exercise of a right preclude any other or further exercise of that right or the exercise of any other right.

B.10. The Disclosing Party has endeavored to make the Asset-Level Information reasonably accurate, but does not guarantee that the Asset-Level Information is complete, error free or suitable for any particular purpose, including the Business Purpose. Use of the Asset-Level Information is entirely at User's own risk, and Disclosing Party will have no liability to the User or any third party for or arising out of or related to this Agreement, the Asset-Level Information or any Derived Products. THE ASSET-LEVEL INFORMATION IS PROVIDED ON AN "AS IS", AS AVAILABLE BASIS, AND THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR 5 ADVICE PROVIDED BY THE DISCLOSING PARTY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS WILL CREATE A WARRANTY.

B.11. For the avoidance of doubt, there shall be no third-party beneficiaries to Part B of this Agreement.

PART C: TERMS OF USE FOR UPDATED FICO SCORES (“USER TERMS”), APPLICABLE TO INDIVIDUALS AND ENTITIES ACCESSING THE ASSET-LEVEL INFORMATION, AND TO MARKET OR SECURITIES DATA VENDORS

The Asset-Level Information includes depersonalized credit score information (the “Updated FICO Scores”) provided by Experian Information Solutions, Inc. (“Experian”). As a condition of its access to and use of the Updated FICO Scores, User must abide by the terms of this Part C and may use the Updated FICO Scores only as permitted under the terms of this Part C. For purposes of this Part C, any Vendor under Part B shall be deemed a User.

1. As a condition of its access to and use of the Updated FICO Scores, User must abide by these User Terms. User is permitted to use the Updated FICO Scores solely for (i) its internal use and benefit to Evaluate Freddie Mac’s Single-Family credit risk transfer (CRT) offerings, (e.g., Structured Agency Credit Risk Securities, Whole Loan Securities, and Agency Credit Insurance Structure, and collectively “Credit Risk Transfer Offerings”); or (ii) as part of Freddie Mac’s Single-Family Loan-Level Dataset (SFLLD) to Evaluate single-family mortgages purchased or guaranteed by Freddie Mac. “Evaluate” means: (a) securities valuation for securities trading on the secondary market; (b) performance monitoring of securities trading on the secondary market; (c) User’s surveillance purposes, i.e., User’s actively surveying multiple data sources for prepayment, delinquency and default evaluation of securities trading on the secondary market (“Surveillance Purposes”); and (d) User’s internal development of models for User’s sole use and benefit only for User’s own internal Surveillance Purposes and for User’s use of Updated FICO Scores as inputs into such models; provided that User shall not (and shall not permit others to) (i) market, sell, or otherwise commercialize any such model (in whole or in part, e.g., derivative works), or (ii) develop any model that competes with Fair Isaac Corporation (“Fair Isaac”) or any Fair Isaac Model or that otherwise may result in replacement of or discontinued use of Updated FICO Scores; or (e) risk management or internal research purposes related to securities trading on the secondary market. User shall not make any attempt to link the Updated FICO Scores to any information which identifies the individual consumers. Upon the end of life of the securities to which the Updated FICO Scores relate, User may continue to use the Updated FICO Scores and anything created in whole or in part through the use of such scores provided that User is not in breach of the User Terms. “Fair Isaac Model” means Fair Isaac’s proprietary scoring algorithm(s) embodied in its proprietary scoring software delivered to and operated by Experian.

2. User acknowledges that the Updated FICO Scores are proprietary and that Fair Isaac and Experian retain all of their respective intellectual property rights in the Updated FICO Scores and the Fair Isaac Models used by Experian to generate the Updated FICO Scores. Fair Isaac and Experian each grant to User a personal, non-exclusive, non-transferable, limited license to use, internally, the Updated FICO Scores solely for the particular purpose set forth in Section 1 above for which the Updated FICO Scores were obtained. User’s use of the Updated FICO Scores must comply at all times with applicable federal, state and local laws, rules, regulations and decisions. User shall not attempt to discover or reverse engineer the Updated FICO Scores, Fair Isaac Models or other proprietary information of Fair Isaac or Experian, or use the Updated FICO Scores in any manner not permitted, including, without limitation, for resale to third parties, model development (except to the extent expressly permitted in Section 1(d) above), model validation, model benchmarking, or model calibration.

3. Except as may be permitted under a written consent or license provided by Fair Isaac and Experian, User shall not disclose to any third party, nor market, sell, or otherwise commercialize, the Updated FICO Scores nor any reports or information related thereto that are derived from the Updated FICO Scores.

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