

FANNIE MAE – DU REDISTRIBUTION AGREEMENT

THIS AGREEMENT (Agreement) is entered into by and between _____ (User) and OnY Glo, Inc. (Licensee) on _____ (Effective Date). Any capitalized terms used herein and not otherwise defined shall have the meanings given them in the License Agreement (as hereinafter defined).

WHEREAS, Licensee entered into Fannie Mae Licensed Application Master Terms and Conditions (Master Terms) and its Desktop Underwriter® Schedule and associated Redistribution Addendum thereto (DU Schedule and Addendum, respectively, which, together with the Master Terms, constitute the License Agreement) with Fannie Mae governing the rights and obligations of Licensee and Fannie Mae with respect to Licensee's use of Desktop Underwriter (Licensed Application).

WHEREAS, User is Licensee's permitted third party originator or subsidiary and desires to use the Licensed Application in connection with performing a prequalification analysis, mortgage loan origination, and/or underwriting activities.

NOW THEREFORE, in consideration of the above, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Licensee and User agree as follows:

- i. User represents and warrants that it is a Permitted TPO or Subsidiary of Licensee and that it has received and read the Fannie Mae Software Subscription Agreement (SSA) and agrees to comply with all provisions of such SSA, including the DU Schedule, in connection with its use of the Licensed Application. User further represents and warrants that (1) it has not been suspended or terminated by Fannie Mae, (2) its officers, directors (or managing members), controlling owners, or other key executives have never been convicted of mortgage fraud or other similar offenses, and are not under a Suspension Order by FHFA's Suspended Counterparty Program, and (3) it has not previously had access to the Licensed Application that was suspended or terminated for any reason.
- ii. If User is a Permitted TPO, User agrees to use the Licensed Application for the primary purpose of (1) originating or underwriting mortgage loans intended to be closed by Licensee, or intended to be assigned or sold to Licensee, and/or (2) performing Prequalification Analyses for Licensee. If User is a Subsidiary, User agrees to use the Licensed Application only in connection with its own Mortgage Loan Applications and/or Prequalification Analyses or those of Licensee.
- iii. User agrees that the access granted to it does not extend to any third party. This User Agreement does not extend to User the redistribution rights granted to Licensee under the

SSA, specifically those appearing in the Section of the DU Schedule entitled “Redistribution of Licensed Application.”

- iv. User agrees that Licensee is User’s “agent”, as that term is defined in the FCRA, in connection with any use of the Licensed Application by User with respect to Mortgage Loan Applications or Prequalification Analyses.
- v. In connection with the processing and evaluation of Consumer Data by the Licensed Application for purposes of making an underwriting recommendation or performing a Prequalification Analysis (if applicable), User agrees that Fannie Mae, as owner of the Licensed Application, is User’s agent, as that term is defined in the FCRA. As User’s agent, Fannie Mae will, and is hereby expressly authorized by User to, obtain Consumer Data for purposes of making an underwriting recommendation or performing a Prequalification Analysis. User also expressly understands and agrees that Fannie Mae’s role as User’s agent will not extend beyond the limited purposes set forth in this paragraph, and for all other purposes, there is no such principal and agent relationship. In addition, User must in no way misrepresent to third parties the limited extent of this principal/agent relationship. User also agrees that any output or recommendation rendered by the Licensed Application is not a consumer credit report and does not constitute an approval or denial of the Mortgage Loan Application, or a commitment to purchase the loan, by Fannie Mae. User represents and warrants to Licensee that User has provided the prospective user information and certifications set forth in 15 USC §1681e(a) to each consumer reporting agency that provides Consumer Data through the Licensed Application to User. User agrees to disclose any secondary use of Consumer Data that is facilitated by its use of the Licensed Application to the issuing consumer reporting agency (including information relating to the identity of the secondary user).
- vi. The parties acknowledge and agree that this User Agreement is subject to the SSA provisions and that this User Agreement will automatically terminate upon termination of Licensee’s SSA and/or the Desktop Underwriter Schedule by Fannie Mae or Licensee. The parties acknowledge that, pursuant to the terms of that Section of the DU Schedule entitled “Redistribution of Licensed Application,” Fannie Mae may, in its sole discretion, immediately suspend or terminate User’s access to the Licensed Application.
- vii. Immediately upon termination of User’s access to the Licensed Application or this User Agreement, User must cease using the Licensed Materials and destroy or return all copies of the Licensed Materials in its possession to Licensee. Promptly upon request from Licensee or Fannie Mae, User agrees to provide Licensee or Fannie Mae with a written certification, executed by a duly authorized officer of User, of its compliance with this obligation. viii. If there is a conflict between the terms of this User Agreement and the

terms of Licensee’s SSA, the terms of the SSA will govern. Fannie Mae is a third -party beneficiary of this User Agreement and entitled to enforce all of its terms.

- viii. This User Agreement may not be assigned, either expressly or by operation of law, by User to any other affiliate, subsidiary, successor, person, entity, firm, corporation, or other entity without the prior express written consent of Fannie Mae and Licensee.
- ix. All notices, requests, demands, and other communications (other than routine operational communications) required or permitted hereunder shall be in writing and shall be deemed to have been received by a party (i) when actually received in the case of hand delivery, (ii) one (1) business day after being given to a reputable overnight courier with a reliable system for tracking delivery, (iii) when sent by confirmed facsimile with a copy sent by another means specified in this paragraph, or (iv) seven (7) days after the date of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient’s contact person/address set forth below:

Licensee:
OnY Glo, Inc.

User:

In the event that the recipient does not specify a contact person/address, notices shall be addressed to the general counsel at the recipient’s corporate headquarters. A party may from time to time change its address or designee for notification purposes by giving the other party prior written notice of the new address or contact person.

- x. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the California, without reference to its conflicts of law principles.
- xi. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed, or if any such provision is held invalid, void or unenforceable by a court with jurisdiction over the parties to the Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law, and the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date last written below.

OnY Glo, Inc.
(Licensee)

By: _____
Name: _____
Title: _____
Date: _____

(User)

By: _____
Name: _____
Title: _____
Date: _____