

**CONDO PROJECT MANAGER**  
Schedule

(For Non-Seller/Serviceers)

**Terms and Conditions**

LICENSED APPLICATION/ADDITIONAL TERMS

1. Licensed Application. Fannie Mae's application known as Condo Project Manager™ or CPM™ (the “Licensed Application”), is licensed pursuant to this Schedule and the Master Terms and Conditions between Fannie Mae and Licensee (the “Master Terms”) into which this Schedule is incorporated, (together, the “Agreement”) As of the effective date of this Schedule, the Licensed Application will include certain functionality and features that enable lenders to certify condominium projects through a review process that is based on eligibility guidelines for loan delivery to Fannie Mae. The Licensed Application does not include the Credit Variance Administration System (CVAS).
  
2. Acknowledgments. Licensee acknowledges the following:
  - (a) The Licensed Application was designed to help lenders determine if a project meets Fannie Mae’s eligibility requirements for loan delivery to Fannie Mae.
  
  - (b) Certification of projects by the Licensed Application is based solely on the data entered into the Licensed Application and Fannie Mae’s policies and guidelines pertaining to eligibility for loan delivery to Fannie Mae.
  
  - (c) Certifications issued by the Licensed Application do not supersede Fannie Mae’s risk assessment independent of the Licensed Application or a lender’s responsibility to review applicable project documentation as established in the Selling Guide.
  
  - (d) Results issued by the Licensed Application do not equate to project approval by Fannie Mae and do not constitute a commitment to purchase any loan by Fannie Mae.
  
  - (e) The Licensed Application may not identify all errors or issues that would cause Fannie Mae to delay or decline to purchase a loan or, following purchase, to require the repurchase of a loan.
  
3. CPM Identification Numbers. Licensee’s disclosure of a CPM Identification Number to a third party, including aggregators, shall be deemed to be Licensee’s consent to the third party’s access to that collection of data assigned such CPM Identification Number (for which Fannie Mae shall have no liability) and authorization to Fannie Mae to provide the third party with such access.
  
4. Support. The section of the Master Terms entitled “Fannie Mae Support” is replaced in its entirety with the following:

Fannie Mae may, but shall be under no obligation to, provide support to Licensee pertaining to the Licensed Application. Unless otherwise agreed by Fannie Mae in writing, Licensee shall only use the most recent version of the Documentation provided (or otherwise made available) by Fannie Mae and will follow Fannie Mae's instructions concerning the return or destruction of any prior versions of the Documentation. This Section shall not be interpreted to require Fannie Mae to (a) develop and release any upgrades or enhancements to the Licensed Materials, or (b) provide Licensee with any upgrade or enhancement that Fannie Mae decides, in its sole discretion, to make separately available.

5. Infringement. The section of the Master Terms entitled “Claims of Infringement” is replaced in its entirety with the following:

FANNIE MAE SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY CLAIMS BROUGHT AGAINST LICENSEE BASED ON INTELLECTUAL PROPERTY INFRINGEMENT, WHETHER UPON THE THEORY OF WARRANTY, INDEMNITY OR OTHERWISE.

6. Termination. The sections of the Master Terms entitled “Termination” is replaced in its entirety with the following:

Either party may terminate this Schedule without cause immediately upon written notice to the other.