



Software Subscription License





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License

This Software Subscription License (the “License”), together with the applicable provisions from our Consolidated Technology Guide (our “Technology Guide”), is collectively referred to as the “Software Subscription Agreement” or “SSA” and is between the Licensee who signs this document and Fannie Mae (“Fannie Mae,” “we,” “our,” “us”), a corporation organized and existing under the laws of the United States.

I. General Information

A. Purpose of Contract

The purpose of the SSA is:

- to grant Licensee a non-exclusive, non-transferable, non-sublicensable, revocable license under Fannie Mae’s intellectual property rights to access and use the Licensed Materials through its Authorized Users; and
- to provide the terms and conditions of the grant of rights and imposition of restrictions and obligations.

B. Consideration

In consideration of the purpose of the SSA and of all the provisions and mutual promises contained in it, the Licensee and Fannie Mae agree to all that the SSA contains.

C. Our Guide

Our Technology Guide contains the terms and conditions of the grant of rights and imposition of restrictions and obligations for the Licensed Materials and is incorporated by reference in this License. The Technology Guide is part of the SSA, so you should read this License together with our Technology Guide.

Whenever there is a reference to the Technology Guide, it means the Technology Guide as it exists now and as it may be amended or supplemented in writing. We may amend or supplement it, at our sole discretion, by furnishing amendments or supplementary matter to the Licensee in the form of Bulletins as described in the Technology Guide. All Bulletins issued to date have been incorporated in the Technology Guide.

The term “Technology Guide” also includes anything that, in whole or in part, supersedes or is substituted for the Technology Guide.

D. Definitions

Initially capitalized terms used in this License are defined in the Technology Guide.

II. Termination of Contract

The reasons why the SSA may be terminated or suspended (in each case, in whole or in part) and the ways in which this may be done are outlined in our Technology Guide.



III. Prior Agreements

This License does not release the Licensee from any responsibility or liability under any prior agreements and understandings related to the Licensed Materials.

IV. Severability and Enforcement

If any provision of the SSA conflicts with applicable law, the other provisions of the SSA that can be carried out without the conflicting provision will not be affected.

All rights and remedies under the SSA are distinct and cumulative, not only as to each other, but as to any rights or remedies afforded by law or equity. They may be exercised together, separately, or successively. These rights and remedies are for our benefit and that of our successors and assigns.

V. Scope of Contract

The specific Licensed Application(s) that Licensee has access to will be documented electronically in Licensee’s access profile or in Exhibit A of this License, and Licensee will be bound by the provisions applicable to each Licensed Application.

VI. Signatures and Date

By executing this License, or acknowledging it electronically, Licensee agrees to all of the SSA’s terms and provisions.

The SSA takes effect on the date of execution or electronic acknowledgement by Licensee.

Licensee:

Licensee Name

Point of Contact (POC) Name

Address — Line 1

POC Phone

Address — Line 2

POC Email

Address — Line 3

Seller/Service Number (if applicable)

By:

Date:

Authorized Signature

Type Name and Title