



Attention Requestor: Please provide us with your contact information so that we may confirm receipt of your request.

Name: _____

E-mail: _____

Phone: _____

Single-Family Servicing Applications Data Access Authorization Agreement

Please read first: Complete this form to establish data access, editing or provision authorization for subservicers and/or other applicable entities.

The Master Subscriber listed below desires to authorize Fannie Mae to permit the Subservicer Subscriber listed below (i) to access or edit certain data of Master Subscriber that is resident on Fannie Mae’s systems, and/or (ii) to provide to Fannie Mae (via data upload or otherwise) certain data of Master Subscriber, subject to the terms and conditions of this Data Access Authorization Agreement by and among Fannie Mae, Master Subscriber and Subservicer Subscriber (the “Agreement”). Master Subscriber and Subservicer Subscriber are also referred to herein collectively as the “Subscribers” and individually as a “Subscriber.” Fannie Mae, Master Subscriber and Subservicer Subscriber are also referred to herein as the “parties.” **The parties acknowledge that, for purposes of administrative convenience, the entity identified below as Subservicer Subscriber shall be referred to herein as “Subservicer Subscriber” even if it is not, in fact, a subservicer.**

<input type="checkbox"/> Add Subservicing Relationship	<input type="checkbox"/> Delete Subservicing Relationship
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MASTER SUBSCRIBER INFORMATION:

Fannie Mae Seller/Service Number:	_____
Subscriber Name:	_____
Address / City / State / Zip Code:	_____
Point of Contact Name / Title:	_____
Point of Contact Phone:	_____

SUBSERVICER SUBSCRIBER INFORMATION:

Fannie Mae Seller/Service Number:	_____
Subscriber Name:	_____
Address / City / State / Zip Code:	_____
Point of Contact Name / Title:	_____
Point of Contact Phone:	_____

1. Master Subscriber hereby authorizes Fannie Mae to provide the Subservicer Subscriber listed above with the ability to access, edit or provide to Fannie Mae data of Master Subscriber via Fannie Mae’s networks or systems, or via password protected sections of any Fannie Mae Internet site. This ability will be limited to the following applications (check all that apply):

Single-Family Applications

<input type="checkbox"/> Asset Management Network and File Transfer Portal	<input type="checkbox"/> Servicing Management Default Underwriter™ (SMDU™)
<input type="checkbox"/> Cash Remittance System™	<input type="checkbox"/> Servicer’s Reconciliation Facility™ (SURFTM), eTransfers, and MBS Final Schedule of Mortgages (Servicer)
<input type="checkbox"/> eBoutique™	
<input type="checkbox"/> MBS Reporting	



2. Subservicer Subscriber's ability to access, edit or provide such data will be limited to data identified by the following 9-digit Fannie Mae seller/servicer numbers, and Master Subscriber represents and warrants that it has the right to provide the authorization set forth in Paragraph 1 above with respect to the following numbers and that Subservicer Subscriber requires access to such data in order to perform services for Master Subscriber:

_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Master Subscriber acknowledges and agrees that for the applications identified in Paragraph 1 above, Subservicer Subscriber will be provided with the ability to access, edit and provide to Fannie Mae the data of Master Subscriber (the "Data") pursuant to this Agreement, to the extent that the functionality of such applications allows for such use.

4. Where Subservicer Subscriber is allowed to access the data of Master Subscriber, Subservicer Subscriber agrees (i) that the Data is confidential, (ii) to keep the Data in confidence, (iii) to use reasonable efforts to maintain the confidentiality of the Data through data security measures that meet the requirements of federal and state privacy laws and regulations and not disclose the Data to third parties (except for Subservicer Subscriber's representatives, agents and contractors who have a need to know and are acting for the sole benefit of Master Subscriber), (iv) to notify Fannie Mae and Master Subscriber in writing of any loss or unauthorized access to or use of the Data within 72 hours after Subservicer Subscriber becomes aware of the incident, and (v) to access and use the Data for the sole benefit of Master Subscriber and in compliance with all laws, including but not limited to federal and state privacy laws.

5. Each Subscriber hereby agrees to indemnify, defend and hold harmless Fannie Mae, its third-party licensors and each of the foregoing entity's affiliates, partners, officers, employees, directors, agents, contractors, representatives and assigns, as such, from and against any liabilities, claims, actions, suits, proceedings, judgments, losses, damages, deficiencies, costs, and expenses (including reasonable attorneys' fees), which arise out of or result from: (i) Subservicer Subscriber's access to, editing of, or provision to Fannie Mae of, the data of Master Subscriber pursuant to this Agreement; and (ii) all errors, omissions, and inaccuracies that may result from Master Subscriber's or Subservicing Subscriber's access to, editing of, or provision of, the Data.

6. If any application listed in Paragraph 1 above is designed to facilitate the reporting or other provision of data to Fannie Mae, Master Subscriber and Subservicer Subscriber shall be responsible for (i) the accuracy and completeness of Data input by Subservicer Subscriber, and (ii) assuring that the proper Master Subscriber and Subservicer Subscriber personnel review and approve any notification, information or request submitted to Fannie Mae by Subservicer Subscriber for the benefit of Master Subscriber via the such application prior to its transmission. Fannie Mae is hereby authorized to conclusively rely on the accuracy and genuineness of any information conveyed to Fannie Mae by Subservicer Subscriber using such application, and shall be under no obligation to authenticate the source of, or verify the accuracy of, any such information.

7. Subscribers acknowledge and agree that Fannie Mae shall have the right to (i) not allow Subservicer Subscriber to access, edit or provide to Fannie Mae, Data available through or related to any application identified in Paragraph 1 before Subservicer Subscriber has entered into a license/subscription agreement with Fannie Mae with respect to such application ("Subscription Agreement"), and (ii) terminate Subservicer Subscriber's ability to access, edit or provide to Fannie Mae such Data upon termination of such Subscription Agreement.

8. This agreement (or Subservicer Subscriber's ability to access, edit or provide to Fannie Mae any Data) may be terminated at any time by Fannie Mae upon written notice to Subscribers or by either Subscriber upon written notice to Fannie Mae and the other Subscriber. The provisions of Paragraphs 4, 5, 6 and 9 shall survive any termination of this Agreement.

9. In the event that there exists an express or implied contradiction between this Agreement and any Subscription Agreement, the terms of the Subscription Agreement shall govern. This Agreement may not be assigned by Subservicer Subscriber without the express written approval of Fannie Mae and Master Subscriber. This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the District of Columbia, without reference to its conflicts of law principles. If any of the provisions of this Agreement are invalid under any applicable statute or law, such provisions shall be deemed to be deleted from this Agreement to the extent of such invalidity, and the remainder of this Agreement shall remain in full force and effect. The parties acknowledge and agree that Fannie Mae's third-party licensors are intended beneficiaries of this Agreement and are entitled to rely upon and directly enforce the terms and conditions hereof. The parties acknowledge and agree that this Agreement shall be binding on the parties without being executed by an authorized signatory of Fannie Mae, provided that this Agreement is accepted by each Subscriber without alteration or addition, except for Subscribers' provision of the information required by this Agreement.

BY EXECUTING THIS AGREEMENT, EACH SUBSCRIBER (i) ACKNOWLEDGES READING THIS AGREEMENT, (ii) ACCEPTS THE AGREEMENT WITHOUT ALTERATION OR ADDITION AND (iii) AGREES TO BE BOUND THEREBY.

MASTER SUBSCRIBER
 Authorized Officer's Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

SUBSERVICER SUBSCRIBER
 Authorized Officer's Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____