

FREDDIE MAC PC FACTORS AND MORTGAGE INFORMATION
LICENSE AND DISTRIBUTION AGREEMENT

COVER PAGE

THIS LICENSE AND DISTRIBUTION AGREEMENT (the “**Agreement**”), effective as of the date of Freddie Mac’s acceptance indicated below (the “**Effective Date**”), is between Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise with a principle place of business at 8200 Jones Branch Drive, McLean, Virginia 22102 (“**Freddie Mac**”), and the following “**LICENSEE**”.

This Agreement consists of this Cover Page, the attached Terms and Conditions, Exhibits and any Distribution Declarations provided hereunder.

The “**Term**” of this Agreement will commence on the Effective Date and continue thereafter until terminated as provided herein.

LICENSEE: Name: _____ Address: _____ _____	Contact Name: _____ Contact Title: _____ Address: _____ _____
Status (check one): <input type="checkbox"/> Distributor: <input type="checkbox"/> Subdistributor: <input type="checkbox"/> End User:	Telephone: _____ Facsimile: _____ E-mail: _____

This form relates to the following Mortgage Securities Data:

- Daily Issue (New Pools)
- Daily Breakout (New Pools)
- Daily Loan Level Fixed-Rate
- Daily Loan Level ARM
- 4th Business Day/Fixed Rate Factors
- 4th Business Day/ARM Factors
- 4th Business Day/Quartiles
- 4th Business Day/Breakouts
- 4th Business Day/Fixed-Rate Loan Level Update
- 4th Business Day/ARM Loan Level Update

Fees to be paid by Licensee:

Total Customer Count	Frequency of Payment – Paid in advance	Freddie Mac Transmission (Push)	Freddie Mac Internet (Pull)	Data obtained from a Distributor
0	N/A	N/A	N/A	N/A
1-25	Quarterly	\$2,250	\$1,875	\$1,875
	Annually	\$9,000	\$7,500	\$7,500
25-50	Quarterly	\$4,437	\$3,750	\$3,750
	Annually	\$17,750	\$15,000	\$15,000
50-100	Quarterly	\$8,875	\$7,500	\$7,500
	Annually	\$35,500	\$30,000	\$30,000
100-200	Quarterly	\$17,750	\$15,000	\$15,000
	Annually	\$71,000	\$60,000	\$60,000
200+	Quarterly	\$35,500	\$30,000	\$30,000
	Annually	\$142,000	\$120,000	\$120,000

Distribution Declaration:

- Push End User
 Pull Quarterly Payment
 Annual Payment
 None (Data will be obtained from a Distributor)
_____ Total Customer Count (both Subdistributors and End-Users).

PLEASE SIGN AND RETURN TWO COPIES FOR SIGNATURE BY FREDDIE MAC.
A FULLY EXECUTED AGREEMENT WILL BE RETURNED TO LICENSEE.

<p>Accepted on behalf of Freddie Mac:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Accepted on behalf of Licensee:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**FREDDIE MAC PC FACTORS AND MORTGAGE INFORMATION
LICENSE AND DISTRIBUTION AGREEMENT**

TERMS AND CONDITIONS

1. INTRODUCTION

Freddie Mac produces, owns and distributes Mortgage Securities Data. This Agreement applies to Licensee whether it is acting in its capacity as a Distributor, Subdistributor or End User of the Mortgage Securities Data. This Agreement will be effective on the date accepted by Freddie Mac at its offices in McLean, Virginia and will continue in effect until terminated as provided herein.

2. DEFINITIONS

“**Cover Page**” means the executed cover page to this Agreement.

“**Derived Products**” means (i) data derived from the Mortgage Securities Data and (ii) products that incorporate data from the Mortgage Securities Data or data derived therefrom.

“**Distribution Agreement**” means a Freddie Mac PC Factors and Mortgage Information License and Distribution Agreement substantially in the form of this Agreement.

“**Distributor**” means a Licensee that:

- enters into a Distribution Agreement directly with Freddie Mac as a Distributor,
- obtains the Mortgage Securities Data directly from Freddie Mac or from another Distributor, and
- may distribute the Mortgage Securities Data and/or Derived Products to End Users, Subdistributors and other Distributors as provided herein.

“**Distributor/Subdistributor**” refers to one or both of Distributor and Subdistributor, as appropriate.

“**Distribution Declaration**” will be a document substantially in the form attached as **Exhibit A**.

“**End User**” means a Licensee that acquires the Mortgage Securities Data and/or Derived Products from a Distributor or Subdistributor, or acquires the Mortgage Securities Data directly from Freddie Mac, for its own internal use and without the right to sublicense or redistribute the Mortgage Securities Data or Derived Products.

“**Licensee**” refers to Distributor, Subdistributor and/or End User, as appropriate.

“**License Fees**” means the fees paid by Licensee to Freddie Mac for the right to use and/or sublicense and distribute the Mortgage Securities Data and Derived Products, as provided herein. License Fees paid by Distributors and Subdistributors are based on the method of receipt, frequency of payment and the number of Subdistributors (in the case of Distributor’s License Fees) and End Users to which the Mortgage Securities Data and Derived Products are distributed.

“**Mortgage Securities Data**” refers to data created and distributed by Freddie Mac relating to its single-class mortgage pass through securities, which data are described on the Cover

Page and the Distribution Declaration, and to the Supplementary Data.

“**Schedule of Operations**” refers to documentation produced by Freddie Mac, and revised by Freddie Mac from time to time, relating to the Mortgage Securities Data and its distribution. The current version of the Schedule of Operations is attached to this Agreement as **Exhibit B**.

“**Subdistributor**” means a Licensee that enters into a written agreement pertaining to the Mortgage Securities Data and/or Derived Products directly with a Distributor, pursuant to which agreement Subdistributor:

- will obtain the Mortgage Securities Data and/or Derived Products from the Distributor, and
- is granted the right to distribute the Mortgage Securities Data and/or Derived Products only to End Users as permitted herein.

“**Supplementary Data**” means information provided by Freddie Mac that is general information that pertains to the Mortgage Securities Data, as well as additions or deletions to the Mortgage Securities data file fields and certain supplemental corrections to particular data fields in the Mortgage Securities Data.

3. RIGHTS AND OBLIGATIONS APPLICABLE TO ALL LICENSEES

3.1 **Licensees’ Rights.** Subject to the terms, conditions and restrictions herein and the payment of any applicable License Fees, Freddie Mac grants Licensee a non-exclusive, non-transferable, revocable license to retrieve, copy and use the Mortgage Securities Data (the “License”).

3.2 **Restrictions on Use.** The foregoing rights to retrieve, copy and use the Mortgage Securities Data are subject to the following restrictions:

(a) Licensee will not modify or alter the Mortgage Securities Data in any manner.

(b) Licensee will respect the integrity of the Mortgage Securities Data, ensuring that the organization of information contained in the Mortgage Securities Data is not changed or distorted and that none of the information in the Mortgage Securities Data is deleted or changed. Notwithstanding the provisions of this section, Licensee is expressly permitted to create Derived Products for its own internal uses and to selectively disseminate the data in these formats within its own organization.

(b) Freddie Mac provides the Mortgage Securities Data and this License to Licensee to facilitate investments in its mortgage-related securities, assist in providing stability in the secondary market for residential mortgages and increasing the liquidity of mortgage investments. In the event Freddie Mac determines, in its reasonable discretion, that Licensee (or any other entity to which such Licensee distributes Mortgage Securities Data) uses the Mortgage Securities Data in a manner

that discourages investment in Freddie Mac's mortgage-related securities or otherwise detracts from Freddie Mac's statutory purposes (including but not limited to distributing calculations based upon the Mortgage Securities Data that may have the effect of reducing liquidity for Freddie Mac mortgage-backed securities), Freddie Mac may terminate the License without advance notice.

3.3 **Indemnification.** Licensee agrees to indemnify and hold harmless Freddie Mac, its officers, directors and employees from and against any and all causes of action, and related injuries, damages, liabilities, judgments and settlements (including costs and reasonable attorneys' fees), arising out of or related to their receipt, use or distribution of the Mortgage Securities Data or any Derived Products, including, without limitation, the accuracy of the Mortgage Securities Data or the failure of Licensee to reformat and transmit the Mortgage Securities Data accurately.

3.4 **License Fees.** The License Fees provided for herein and referenced on the Cover Page and Distribution Declaration will be payable to Freddie Mac by Licensee in advance.

3.5 **Audit.** Licensee shall, upon written request, during normal business hours, but not more frequently than twice each calendar year, provide Freddie Mac and its agents with access to Licensee's facilities and any records relating to Licensee's compliance with this Agreement, including but not limited to information relating to License Fees payable hereunder and its agreements with any entities to which Licensee distributes Mortgage Securities Data or Derived Products. If the audit or review reveals an under-reporting of License Fees, Licensee will promptly remit to Freddie Mac the unpaid License Fees. If the audit reveals an under-reporting of License Fees for two or more consecutive quarters since the most recent prior audit (or, if no prior audit, since the Effective Date), or by more than 5 percent (5%) on any single occasion, or if the review uncovers any other material default by Licensee, then without limiting Freddie Mac's other rights under this Agreement or at law or in equity, Licensee will bear Freddie Mac's cost of the audit or review.

4. ADDITIONAL RIGHTS AND OBLIGATIONS APPLICABLE TO DISTRIBUTORS AND SUBDISTRIBUTORS

The provisions of this Section 4 apply only to Distributors and Subdistributors, as specified herein.

4.1 **General.** Distributor/Subdistributor will have all the rights and be subject to all of the restrictions specified in **Section 3** with respect to the Mortgage Securities Data used by it internally. Such rights and restrictions will also apply to the distribution activities of Distributor/Subdistributor, as modified by this **Section 4**.

4.2 **Right to Create Derived Products.** Freddie Mac grants Distributor a non-exclusive, non-transferable, revocable license to create Derived Products for distribution in accordance with this Agreement. Notwithstanding the foregoing sentence, Distributor may sublicense the foregoing non-transferable right and license to Subdistributors.

4.3 **Distribution License.** (a) Freddie Mac grants Distributor a non-exclusive, non-transferable, revocable right and license to sublicense and distribute the Mortgage Securities Data and

Derived Products to End Users, Subdistributors and Distributors. (b) Subdistributor's rights in and to the Mortgage Securities Data and Derived Products will be sublicensed from its Distributor. (c) If Freddie Mac has not accepted a Cover Page signed by Licensee as an End User or an End User has not accepted the provisions of Freddie Mac's on-line Distribution Agreement – End User version, then such End User's license rights in and to the Mortgage Securities Data and Derived Products, if any, will be sublicensed from its Distributor or Subdistributor. (d) All such rights will be subject to the restrictions set forth in this Agreement. Except as expressly permitted herein, Distributor/Subdistributor will not redistribute, license, retransmit or rebroadcast the Mortgage Securities Data, any Derived Products or any portion thereof.

4.4 **End User Agreement.** Distributor/Subdistributor will not distribute any Mortgage Securities Data or Derived Products to any End User unless Distributor/Subdistributor and such End User have executed a written agreement that (a) contains terms and conditions substantially similar to the portions of **Sections 3, 5, 7 and 10** (not including Section 3.4), (b) disclaims the warranties and limits the liability of Distributor's/Subdistributor's direct and indirect suppliers (including Freddie Mac) for the accuracy or adequacy of the Mortgage Securities Data, as well as the warranties of merchantability, accuracy and fitness for purpose, as set forth in **Sections 11 and 12**, and (c) may be terminated immediately without notice in the event of any violation of any provisions incorporated pursuant to clause (a) of this sentence, in which event all provisions required by this sentence will survive such termination. Notwithstanding the foregoing, parts (a) and (c) of this **Section 4.4** will not apply where Distributor/Subdistributor sublicenses and distributes only Derived Products that do not include and cannot be used to derive or recreate any of the Mortgage Securities Data. Upon request by Freddie Mac, Distributor/Subdistributor will provide copies of its agreements with End Users to Freddie Mac.

4.5 **Subdistributor Agreement.** Distributor will not distribute any Mortgage Securities Data or Derived Products to any Subdistributor unless Distributor and such Subdistributor have executed a written agreement that: (a) grants to such Subdistributor a non-exclusive, non-transferable, revocable right and license to distribute the Mortgage Securities Data to End Users only, (b) contains terms and conditions substantially similar to the portions of **Sections 3, 4, 5, 7, 10 and 13.3** (not including Section 3.4), (c) disclaims the warranties and limits the liability of Distributor's direct and indirect suppliers (including Freddie Mac) for the accuracy or adequacy of the Mortgage Securities Data, as well as the warranties of merchantability, accuracy and fitness for purpose, as set forth in **Sections 11 and 12**, (d) requires Subdistributor to pay Freddie Mac directly in accordance with **Section 9**, and (e) may be terminated immediately without notice in the event of any violation of any provisions incorporated pursuant to clause (b) of this sentence, in which event all provisions required by this sentence will survive such termination. Notwithstanding the foregoing, parts (a), (b), (d) and (e) of this **Section 4.5** will not apply where Distributor/Subdistributor sublicenses and distributes only Derived Products that do not include and cannot be used to derive or recreate any of the Mortgage Securities Data. Upon request by Freddie Mac, Distributor will provide copies of its agreements with Subdistributors to Freddie

Mac.

4.6 **Format.** Distributor/Subdistributor will distribute the Mortgage Securities Data in the same format in which Freddie Mac distributes such Mortgage Securities Data so as to preserve the substance and integrity of the Mortgage Securities Data. Distributor/Subdistributor is expressly permitted to re-format and selectively disseminate Mortgage Securities Data for presentation in its own products, and to distribute without limitation data calculated or derived from the Mortgage Securities Data.

4.7 **No Warranties; Conduct.** Distributor/Subdistributor will not make any representations or warranties concerning Freddie Mac or the Mortgage Securities Data to any third party (including, without limitation, prospects or End Users) except with the prior written approval of Freddie Mac. In exercising its rights and performing its duties hereunder, Distributor/Subdistributor will at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices.

4.8 **Corrections.** If from time to time Distributor/Subdistributor is informed by Freddie Mac that errors exist in a current Mortgage Securities Data file transmission, Distributor/Subdistributor will promptly (a) correct such errors in the Mortgage Securities Data file, (b) give notice of such correction to its End Users, Subdistributors and Distributors (who will be required to notify their respective End Users, Subdistributors and Distributors) and (c) retransmit such Mortgage Securities Data file to its End Users, Subdistributors and Distributors (who will be required to retransmit to their respective End Users, Subdistributors and Distributors). Furthermore, Distributor/Subdistributor will promptly transmit in accordance with this **Section 4.8** any Supplementary Data it receives from Freddie Mac.

4.9 **Distribution Declarations.** Distributor/Subdistributor will accurately report on its Cover Page and/or each Distribution Declaration the number of Licensees to which it will distribute the Mortgage Securities Data and any Derived Products, including (in the case of Distributor's Distribution Declaration) the names, addresses and contacts for all Subdistributors. Distributor will promptly forward to Freddie Mac copies of all Distribution Declarations it receives from its Subdistributors. Distributor/Subdistributor agrees to maintain books, records and other information regarding its distribution of the Mortgage Securities Data in such a manner as to permit Freddie Mac to verify the accuracy, by audit or otherwise, of any information that Distributor/Subdistributor provides to Freddie Mac or to Distributor regarding such distribution. Distributor/Subdistributor will amend the Cover Page or, if applicable, the most recent Distribution Declaration, by submitting a new Distribution Declaration within 30 days of the date on which the number of Licensees to which it distributes increases or decreases to another service level or the identity of any Subdistributor changes. Fully-executed Distribution Declarations will amend the Cover Page and any prior Distribution Declarations, and are incorporated by reference herein.

4.10 **Trademarks.** Distributor/Subdistributor will have the right to use any Freddie Mac trademarks for the Mortgage Securities Data, but only in a manner approved in advance by

Freddie Mac and solely in connection with the distribution of the Mortgage Securities Data as permitted in this Agreement. Distributor/Subdistributor acknowledges that Freddie Mac trademarks are owned solely and exclusively by Freddie Mac. All use of the Freddie Mac trademarks will inure to the benefit of Freddie Mac. Freddie Mac may withdraw its approval of any use of its trademarks upon notice to Distributor/Subdistributor.

5. ADDITIONAL RIGHTS AND OBLIGATIONS APPLICABLE TO END USERS

The provisions of this Section 5 apply only to End Users.

5.1 **No Distribution Rights.** End User will not redistribute, license, retransmit or rebroadcast the Mortgage Securities Data, any portion thereof, or any Derived Products.

5.2 **Scope of Use.** End User will not use the Mortgage Securities Data, any Derived Products or any portion thereof, except in the ordinary course of its own business in accordance with **Section 3**.

6. RIGHTS AND RESPONSIBILITIES OF FREDDIE MAC

6.1 **Authority.** Freddie Mac represents that it has in the right to make the Mortgage Securities Data available in accordance with this Agreement

6.2 **Similar Information.** When the Mortgage Securities Data is made available to Licensee directly from Freddie Mac, Freddie Mac will endeavor to ensure the Mortgage Securities Data will be as correct, as complete and as current as similar information distributed by Freddie Mac to other Distributors or End Users receiving Mortgage Securities Data directly from Freddie Mac.

6.3 **No Other Materials.** Freddie Mac has no obligation to supply Licensee with any software, hardware, systems, documentation or other materials, or to pay any installation, connection, network, transmission or other charges required to retrieve, copy, distribute or obtain access to the Mortgage Securities Data.

7. OWNERSHIP OF THE MORTGAGE SECURITIES DATA

7.1 **Ownership; Intellectual Property.** Licensee acknowledges and agrees that the Mortgage Securities Data, and all copies thereof made by Licensee hereunder, including without limitation any copyright and other intellectual property therein, are and will remain the exclusive property of Freddie Mac. Nothing contained herein will be deemed to transfer to Licensee any proprietary interest or other rights in the Mortgage Securities Data or in any data derived therefrom or in any copyright, trademarks, patents or other intellectual property of Freddie Mac, except to the extent expressly granted by this Agreement.

7.2 **Notices.** Licensee will not remove, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by Freddie Mac in or on the Mortgage Securities Data and will ensure that all such notices are reproduced on all copies of the Mortgage Securities Data made by Licensee or further distributed by Distributor/Subdistributor; provided, however, that Licensee will not be required to attach a

copyright notice to any individual element of factor or other data that it may reproduce.

8. AVAILABILITY OF MORTGAGE SECURITIES DATA

8.1 **Schedule of Operations.** Upon payment of the License Fees and acceptance of this Agreement, Freddie Mac will make the Mortgage Securities Data available to Licensee as described in the Schedule of Operations. Freddie Mac will make the Mortgage Securities Data available to Licensee no later than the time the Mortgage Securities Data are made available to other licensees receiving Mortgage Securities Data directly from Freddie Mac.

8.2 **Data Updates.** Freddie Mac will replace the Daily Issue file daily. Other Mortgage Securities Data will continue to be available to Licensee until Freddie Mac replaces or updates the data file. A regular release of a new Mortgage Securities data file will replace the Mortgage Securities data file previously released. Licensee must access, correct and store data in a timely manner so that any future access reflects complete and accurate information. Freddie Mac has no obligation to provide any historical Mortgage Securities Data.

8.3 **Distribution to Subdistributors.** Distributor will be solely responsible for distribution of the Mortgage Securities Data to any Subdistributor with which Distributor has a contractual relationship.

8.4 **Error Correction.** If Licensee notifies Freddie Mac that the Mortgage Securities Data is unavailable, erroneous or in some way defective, Freddie Mac will use commercially reasonable efforts to promptly correct such error or defect and repost or retransmit the Mortgage Securities Data. If Freddie Mac identifies an error in any of the Mortgage Securities Data, Freddie Mac will use commercially reasonable efforts to correct such errors, give notice to Licensee of such correction and retransmit such corrected Mortgage Securities Data to Licensee. Freddie Mac's obligation to use commercially reasonable efforts to correct known errors or delays in its Mortgage Securities Data is Freddie Mac's sole obligation to Licensee or any third party. As set forth in **Section 4.8**, Distributor/Subdistributor must use its best efforts to promptly retransmit corrected Mortgage Securities Data to its Distributors, Subdistributors and End Users.

8.5 **Mode of Transmission; File Formats.** The mode for transmission of the Mortgage Securities Data to Distributors receiving Mortgage Securities Data directly from Freddie Mac will be described in the Schedule of Operations. The Schedule of Operations provides a telephone number to obtain help in accessing or receiving the Mortgage Securities Data, testing periods and charges for testing, if applicable. Freddie Mac from time to time may modify or alter the file format of the Mortgage Securities Data or may modify the manner or mode of transmission or retrieval of the Mortgage Securities Data. Freddie Mac will use commercially reasonable efforts to provide Licensee with 30 days' notice of any change in the Schedule of Operations relating to the availability dates of the Mortgage Securities Data and any changes in file formats or modes of transmission of the Mortgage Securities Data. Licensee will be entitled to receive and (if Licensee is a Distributor) distribute such updates, modifications, additions or changes in the Mortgage Securities Data as Freddie Mac releases to other Distributors and End Users receiving Mortgage Securities Data

directly from Freddie Mac. These changes may require Licensee to upgrade its systems, hardware or software, at no cost to Freddie Mac.

9. FEES AND TAXES

9.1 **License Fees.** Licensee agrees to pay License Fees to Freddie Mac based on the method of receipt, frequency of payment and number of Subdistributors (in the case of Distributor) and End Users to which the Mortgage Securities Data and/or Derived Products are distributed, as set forth in the Cover Page and Distribution Declaration.

9.2 **Payments.** Distributor/Subdistributor agrees to pay the License Fees in advance in either quarterly or annual payments as indicated on the Cover Page (for Distributors) and Distribution Declaration (for Distributors and Subdistributors). License Fees payable by Distributor/Subdistributor are payable by wire transfer and are due the on the 1st business day of the month preceding receipt by Distributor/Subdistributor of the Mortgage Securities Data. Payments made quarterly are due on the 1st business day of each quarter. Freddie Mac may elect in its discretion not to provide access to the Mortgage Securities Data if payment is not received timely.

9.3 **Change in License Fees.** Freddie Mac may change its License Fees at the end of each contract year by providing notice to Distributor/Subdistributor at least 90 days prior to the effective date of the change in fees. Such notice may be provided directly or posted on the Freddie Mac website.

9.4 **Expenses.** Each of the parties will bear all of its own expenses arising from performance of its obligations under this Agreement.

9.5 **Interest.** Past due balances on the amounts due to Freddie Mac pursuant to this Agreement will be subject to an interest charge of one and one-half percent (1-1/2%) per month or the maximum interest rate permitted by applicable law (whichever is less), computed from the due date of such payment.

9.6 **Taxes.** In addition to the License Fees, Licensee will pay all current and future state and federal taxes related to this Agreement, including taxes on the possession or use of the Mortgage Securities Data, excluding, however, taxes measured by Freddie Mac's income.

10. CONFIDENTIALITY

10.1 **Protection.** Licensee acknowledges that in connection with the use and (if applicable) distribution of the Mortgage Securities Data, it may receive or be exposed to proprietary or confidential information (collectively the "**Confidential Information**"). Licensee agrees to maintain and protect the confidentiality of the Confidential Information and agrees not to disclose the Confidential Information or use it for any purpose not expressly authorized by this Agreement. Licensee agrees to adopt appropriate safeguards to protect the confidentiality of the Confidential Information.

10.2 **Exclusions.** The restrictions on disclosure set forth in Section 10.1 will not apply when, and to the extent that, Confidential Information (a) is publicly known at the time of a proposed disclosure without a breach of this Agreement, (b) is provided on a non-confidential basis by a third party that is not itself under any confidentiality obligation with respect to the

Confidential Information, (c) is previously known by Licensee free of any obligation to keep it confidential, or (d) is independently developed by Licensee without use of or reference to the Confidential Information.

10.3 **Notice of Violation.** Licensee will promptly notify Freddie Mac if it becomes aware of any apparent violation of the confidentiality requirements set forth in **Section 10.1**.

11. DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE EXPRESSLY STATED IN **SECTION 6**, THE MORTGAGE SECURITIES DATA AND THE MEDIUM ON WHICH IT IS PROVIDED ARE PROVIDED ON AN "AS IS", AS AVAILABLE BASIS, AND FREDDIE MAC EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FREDDIE MAC DOES NOT WARRANT THAT THE MORTGAGE SECURITIES DATA WILL BE ERROR FREE OR PROVIDED FREE OF INTERRUPTION. NO ORAL OR WRITTEN INFORMATION, ADVICE OR REPRESENTATIONS PROVIDED BY FREDDIE MAC OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES HEREUNDER.

12. LIMITATION OF LIABILITY

Except as otherwise expressly set forth in this Agreement, neither Freddie Mac, nor any officer, director, employee, agent, subcontractor, successor or assign of Freddie Mac, will be liable to Licensee for any loss, injury, claim, liability, damage or expense of any kind arising out of or resulting in any way from the Mortgage Security Data or this Agreement, including, without limitation, (a) errors or omissions in, or interruptions or corruption in provision of, the Mortgage Securities Data, (b) use of the Mortgage Securities Data by Licensee or any third party, or (c) the content of the Mortgage Securities Data. Licensees' exclusive remedy regarding any such matters will be to have Freddie Mac seek to correct any defect in accordance with **Section 8.4**. **IN NO EVENT WILL FREDDIE MAC'S AGGREGATE LIABILITY UNDER OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF (i) FIVE THOUSAND DOLLARS (\$5,000) OR (ii) THE LICENSE FEES PAID BY LICENSEE TO FREDDIE MAC PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM(S) IN QUESTION AROSE. IN NO EVENT WILL FREDDIE MAC BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE.** The provisions of this Section 12 will not apply to the extent they violate applicable law with respect to particular types of claims.

13. TERM AND TERMINATION

13.1 **Term.** This Agreement will remain in force and effect until terminated by either party in accordance with this **Section 13**.

13.2 **Termination.** Either party may terminate this Agreement upon 60 days' advance written notice to the other. Freddie Mac may terminate this Agreement immediately without notice in the event of a violation of **Sections 3, 4, 5, 7, 10** or **13.3**.

13.3 **Termination of Licensee.** Licensee agrees not to make any further use (including distribution) of any Mortgage Securities Data from and after termination of the Agreement. Distributor agrees not to redistribute any Mortgage Securities Data to any End User, Subdistributor or other Distributor whose license is terminated. Subdistributor agrees not to redistribute any Mortgage Securities Data to any End User whose license is terminated.

13.4 **Survival.** **Sections 3.3, 3.4, 3.5, 4.7, 7, 9.5** and **10** through **15** will survive the termination of this Agreement.

14. REFUNDS UPON TERMINATION

In the event of termination of the Agreement by Licensee or Freddie Mac at any time when Licensee is not in default hereunder, Freddie Mac will refund to Licensee a portion of License Fees paid by Licensee to Freddie Mac in advance (not including any Fees paid quarterly); the amount refunded will be calculated by converting the annual payment rate to a monthly payment rate, rounding to the next whole month and refunding the remaining prepaid fees. For example, for a License Fee paid in advance at the rate of \$60,000 for one year and terminated in the middle of the second month, Freddie Mac will convert the annual rate to a monthly rate of \$5,500 per month (the monthly rate specified on the Cover Page and the Distribution Declaration) for three months and refund the remaining \$43,500.

15. GENERAL PROVISIONS

15.1 **Assignment.** This Agreement may not be assigned by Licensee or by operation of law to any person(s), firm(s) or corporation(s) without the express written approval of Freddie Mac. Notwithstanding the foregoing, the Agreement may be assigned by Licensee to an entity that is 100% owned and controlled by Licensee, as long as Licensee provides prior written notice of the assignment to Freddie Mac and Licensee remains liable for performance of Licensee's obligations hereunder.

15.2 **Notices.** All notices and demands hereunder will be in writing and will be served by personal service, by facsimile transmission, or by mail at the address of the receiving party set forth in the Cover Page (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail will be by certified or registered mail, return receipt requested, or by a nationally recognized private express courier, and will be deemed complete upon receipt. The receipt of notices by facsimile transmission must be confirmed.

15.3 **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive laws of the United States. Insofar as there may be no applicable precedent, and insofar as to do so would not frustrate the purposes of this

Agreement, the laws of the State of New York will be deemed reflective of the laws of the United States.

15.4 **Headings.** The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and will not be given any effect in the construction or interpretation of this Agreement.

15.5 **All Amendments and Waivers in Writing.** Except to the extent expressly set forth in this Agreement, no provisions in either party's purchase orders or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. Any waiver by either party of a breach of any provision of this Agreement must be in writing.

15.6 **Severability.** In the event that any provision of this Agreement conflicts with applicable law or if any such provision is held invalid by a court with jurisdiction over the parties, such provision will be deemed to be restated to reflect as nearly as possible the original intention of the parties in accordance with applicable law. The remainder of the Agreement will continue in full force and effect.

15.7 **Entire Agreement.** No representations or statements of any kind made by either party that are not expressly stated herein will be binding on such party. The parties agree that this Agreement constitutes the complete and exclusive statement of the agreement between them, and supersedes all proposals, oral or written, and all other communications between them relating to the subject matter hereof.

15.8 **Authority.** Each party represents to the other that it has all the necessary powers and authority to enter into and to perform its obligations under this Agreement. The individuals executing this Agreement represent that they have the authority to do so.

15.9 **Relationship of the Parties.** This Agreement does not appoint either party the agent of the other party, or create a partnership, joint venture or similar relationship between the parties, and neither party will have the power to obligate or bind the other party in any manner whatsoever.

15.10 **Separate Counterparts.** This Agreement may be simultaneously executed in separate counterparts, all of which will constitute one and the same instrument and each of which will be, and will be deemed to be, an original.

END OF TERMS AND CONDITIONS

EXHIBIT A
FORM OF DISTRIBUTION DECLARATION

Date of Distribution Declaration: _____

DISTRIBUTOR/ SUBDISTRIBUTOR: Name: _____ Address: _____ _____	Contact Name: _____ Contact Title: _____ Telephone: _____ E-mail: _____
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This form relates to the following Mortgage Securities Data:

- Daily Issue (New Pools)
- Daily Breakout (New Pools)
- Daily Loan Level Fixed-Rate
- Daily Loan Level ARM
- 4th Business Day/Fixed Rate Factors
- 4th Business Day/ARM Factors
- 4th Business Day/Quartiles
- 4th Business Day/Breakouts
- 4th Business Day/Fixed-Rate Loan Level Update
- 4th Business Day/ARM Loan Level Update

Fees to be paid by Distributor/Subdistributor:

Total Customer Count	Frequency of Payment – Paid in advance	Freddie Mac Transmission (Push)	Freddie Mac Internet (Pull)	Data obtained from a Distributor
0	N/A	N/A	N/A	N/A
1-25	Quarterly	\$2,250	\$1,875	\$1,875
	Annually	\$9,000	\$7,500	\$7,500
25-50	Quarterly	\$4,437	\$3,750	\$3,750
	Annually	\$17,750	\$15,000	\$15,000
50-100	Quarterly	\$8,875	\$7,500	\$7,500
	Annually	\$35,500	\$30,000	\$30,000
100-200	Quarterly	\$17,750	\$15,000	\$15,000
	Annually	\$71,000	\$60,000	\$60,000
200+	Quarterly	\$35,500	\$30,000	\$30,000
	Annually	\$142,000	\$120,000	\$120,000

Distribution Declaration:

- Push Quarterly Payment
 Pull Annual Payment
 None (Data will be obtained from a Distributor)

_____ Total Customer Count (both Subdistributors and End-Users). **Attach a list of the names, addresses and contacts for each Subdistributor in your Total Customer Count.**

Payments will be wired to:

FHLMC WASH
 Attn: Kitty McDonald, Dir. Bus. Ops.
 Ref: Pool Data
 ABA# 021033205

**Resubmit this Distribution Declaration within 30 days of the date in which the Total Customer Count increases or decreases to another service level (for example, if the number of customers drops below 200), or when the identity of Subdistributors changes. Revised Distribution Declarations will amend the Cover Page and prior Distribution*

Declarations. Distributors and Subdistributors may change delivery providers at any time as long as Freddie Mac receives payment at the applicable rate.

PLEASE SIGN AND RETURN TWO COPIES FOR SIGNATURE BY FREDDIE MAC.

DISTRIBUTOR / SUBDISTRIBUTOR:	Accepted on behalf of Freddie Mac:
By: _____	By: _____
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT B
SCHEDULE OF OPERATIONS

Freddie Mac PC Pool & Loan Data

Last Updated 12/1/2006

Day	Data	Approximate Delivery Time
Daily	Daily Issue (New Pools)	6:15 AM
Daily	Daily Breakout (New Pools)	6:15 AM
Daily	Daily Fixed Rate Loan-Level	6:15 AM
Daily	Daily ARM Loan-Level	6:15 AM
4 th Business Day	Fixed Rate Factors	6:00 PM
4 th Business Day	ARM Factors	6:00 PM
4 th Business Day	Quartiles	6:00 PM
4 th Business Day	Breakout	6:00 PM
4 th Business Day	Fixed-Rate Loan Level Update	6:00 PM
4 th Business Day	ARM Loan Level Update	6:00 PM
Quarterly	Original Issue Discount (OID) Tax Information	OID tax information for investors in REMICs

Freddie Mac may revise this schedule from time to time.

To obtain the most up to date version of this schedule, check Freddie Mac's website at [www. http://www.freddiemac.com/mbs/html/cs_subscrib_menu.html](http://www.freddiemac.com/mbs/html/cs_subscrib_menu.html) embedded in the "Guide to PC, Giant & REMIC OID Data."