

# MBS DATA LICENSE AND SUBSCRIPTION AGREEMENT Fee - Based Distribution and Commercial Use <u>Cover Page</u>

This Data License and Subscription Agreement ("Agreement") consists of:

- (1) This Cover Page, and
- (2) The attached "MBS Data License and Subscription Agreement Fee-Based Distribution and Commercial Use Terms and Conditions" incorporated by reference.

Enterprise:	Fannie Mae				
Effective Date of Agreement:	[Insert Effective Date] 8/8/2022 No fees will be applied for the period of July 1, 202 - September 30, 2023 due to minimal usage.				
License	Select the appropriate pricing based on Licensee's number of End Users during the Term:				
Fee	☑ Up to 100 End Users\$20,000 (All fees are waived until 10/1/2023)				
	☐ Between 101 and 199 End Users. \$60,000				
	□ Above 200 End Users \$120,000				
Data	The security level and loan level data files published through Fannie Mae's PoolTalk® and DUS® Disclose applications.				
	Enterprise reserves the right to modify the naming convention of the Data files and to expand the scope of the Data and number of files licensed hereunder, provided that any such material additions of Data elements and files may, upon Licensee's written agreement, be subject to increased fees.				
	Data under this Agreement includes all such files published by Enterprise prior to and during the Term provided, however, that Enterprise has no obligation to supply Licensee with historical data files no longer made available by Enterprise.				
	Enterprise reserves the right to publish the Data through other means or at other locations than set forth above.				
Enterprise	Single-family: https://fanniemae.mbs-securities.com/fannie				
Website	Multifamily: https://mfdusdisclose.fanniemae.com/#/home				
Licensee Inf	formation:				
	fima Technologies, Inc.				
Contact Name: Derk Osenberg					
Title: Vice Pr	resident of Sales				
Address: 1 Franklin Parkway, Building 930, Floor 1 - Incubator Suite					
City: San Mateo, CA					
Telephone: 650-240-4950					
Email: derk@infima.io					

DocuSign Envelope ID: 9540897E-9181-4E9F-BC6D-D943A4DED324

Licensee's Point of Contact for Billing Purposes:					
Name: Derk	Osenberg				
Title: Vice President of Sales					
Address: 1 Franklin Parkway, Building 930, Floor 1 - Incubator Suite					
City: San Mateo		State: CA			
Telephone: 650-240-4950					
Email: derk	@infima.io				
Enterprise's Point of Contact for all Purposes:		Enterprise Wiring Information:			
Name:	Securitization Policy	Bank Name:	Fannie Mae		
Email:	Sec_policy@fanniemae.com	Account Name:	Fannie Mae		
Address:	9 <sup>th</sup> Floor	Account Number:	169226186		
	1100 15th Street NW	ABA Account Code:	021039500		
	Washington DC 20005	Reference Line 1:	MBS Data		

By the signatures of their authorized representatives below, both parties acknowledge the value and sufficiency of the consideration for entering into this Agreement and agree to be bound by its terms.

Licensee:

Signature: EF6B3AEABAC3407

Name: Hendrik Bartel

Title: CEO

Date:

8/11/2022

Fannie Mae:

Signature: Athm a Johnson

Name: Arthur A. Johnson

Title: Vice President

Date: 8/11/2022

Please submit the completed and signed licensing agreement, along with a sales tax exemption form, if applicable, to:

Email to: FixedIncome\_Marketing@fanniemae.com

Mail to: Fixed Income Marketing

1100 15<sup>th</sup> Street NW Washington, DC 20005

# MBS DATA LICENSE AND SUBSCRIPTION AGREEMENT Fee-Based Distribution and Commercial Use

# **Terms and Conditions**

#### 1. Introduction

This Agreement sets forth the terms and conditions governing the access to, and use of, the Contents for external commercial use or external distribution by Licensee. These uses are subject to the payment of the License Fee by Licensee.

Important note: Use of the Contents and distribution of the Data for internal purposes only, and use of the Contents for non-commercial purposes only, are also licensed by Enterprise on a royalty free basis under separate terms and conditions available on the Enterprise Website. In case of conflict between the terms of this Agreement and those of such royalty-free license offered to third parties by Enterprise, the terms of this Agreement will govern as between Enterprise and Licensee.

#### 2. Definitions

- "Agreement" means these Terms and Conditions and the Cover Page.
- "Contents" means the Data and any content, information, documentation or functionality provided in connection therewith by Enterprise hereunder, and updates thereto as released from time to time by Enterprise.
- "Cover Page" means the executed cover page to these Terms and Conditions attached and incorporated hereto.
- "Data" means certain data related to mortgage securities made available to the public by Enterprise and identified in the Cover Page.
- "Derived Product" means any data, product, or service offering that is derived from, incorporates, or relies upon, the Data.
- "Effective Date" means the date identified as the Effective Date in the Cover Page.
- **"End User"** means a third-party user of the Data or a Derived Product that accesses or uses the same as obtained from Licensee. **"End User License Agreement"** or **"EULA"** means the written agreement between Licensee and an End User governing access to the Data by the End User as re-distributed or re-packaged by Licensee and/or use of or access to a Derived Product by the End User as distributed by Licensee.
- "Enterprise" means the federally chartered, government sponsored enterprise identified on the Cover Page as the Enterprise.
- "Enterprise Website" means the website identified on the Cover Page as the Enterprise Website or a successor website.
- "License" means a non-exclusive, non-transferable, and revocable license granted under this Agreement under Enterprise's intellectual property rights in the Contents to (i) access, copy, reproduce, distribute the Contents, and analyze the Data, within Licensee's organization; (ii) reproduce, distribute, re-package, and sub-license the

Data to End Users under an EULA; and (iii) create Derived Products and distribute and offer the same to End Users under an EULA.

"License Fee" means the amount set forth on the Cover Page that is to be paid by Licensee to Enterprise each Term as consideration for the License granted by Enterprise under this Agreement.

"Licensee" means the party to this Agreement identified on the Cover Page as the Licensee.

"**Term**" means the period starting from the Effective Date until the following September 30th for the initial Term and, thereafter, each successive twelve (12) month period commencing on October 1st.

"Terms and Conditions" means these terms and conditions.

# 3. Rights and Obligations

#### 3.1. Licensees' Rights

Subject to the terms, conditions, and limitations set forth in this Agreement, Licensee is hereby granted the License for the duration of the Term.

#### 3.2. Restrictions on Use

The License is subject to the following restrictions:

- (a) Data Integrity. Licensee will not modify or alter the Data in any manner other than as contemplated hereunder. Licensee will respect the integrity of the Data, ensuring that the Data is not distorted and that none of the information in the Data is deleted or changed in ways that would materially affect the integrity of the Data as originally published by Enterprise.
- **(b)** Primary Purpose and Scope of Use of the Data. Enterprise provides the Data 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.
- (c) Absolute Prohibition Against Correlation of the Data to Individuals. Under no circumstance will Licensee, directly or indirectly, use, copy, modify, decompile, disassemble, scrape, cache, frame, mask, correlate, or apply any process to the Data in order to misappropriate any information about the Data or derive any information about any particular individual including but not limited to violation of applicable privacy laws or regulations and/or in any way that would be deemed an unlawful invasion of privacy, whether or not for internal or external use of the results of such correlation. Licensee will comply with all federal, state and local laws and regulations governing the access, handling, and use of the Data by Licensee.
- **(d) No Other Rights**. Except as expressly permitted herein, Licensee will not redistribute, license, retransmit, or rebroadcast the Contents or Derived Product or any portion thereof.

# 3.3. Indemnification

Licensee will indemnify and hold harmless Enterprise, its service providers, licensors and customers, and their respective officers, directors, employees, agents, successors and assigns, from and against any and all losses, liabilities, damages and claims, and all related costs and expenses (including without limitation reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties), arising

from or in connection with (a) Licensee's negligence, willful misconduct, or breach of any representation or warranty under this Agreement, (b) Licensee's failure to perform Licensee's obligations under this Agreement, or (c) Licensee's receipt, use, or distribution of the Contents, including but not limited to redistribution of the Data and distribution of Derived Products and their use by End Users. Licensee will pay or reimburse all costs that may be incurred by Enterprise in enforcing this indemnity, including attorneys' fees.

# 3.4. Audit and Right to Review

Licensee will, upon written request, provide Enterprise with access to and an opportunity to review for audit and evaluation purposes only any Derived Product created by Licensee. Licensee will further, upon written request, but not more frequently than once each calendar year, provide Enterprise and its third-party auditors, as applicable, with access to Licensee's records relevant to Licensee's compliance with this Agreement, including but not limited to information relating to its agreements with End Users. If the review uncovers any under reporting of Licensee Fees, or if the review uncovers any other material default by Licensee, then without limiting Enterprise's other rights under this Agreement or at law or in equity, Licensee will bear Enterprise's cost of the audit or review.

# 3.5. Access Credentials, Breach Notification

Access to the Contents by Licensee's representatives may be subject to registration by Licensee and/or Licensee's representatives through Enterprise's online registration systems. Log in credentials generated in the course of such registration will be kept in confidence by Licensee and Licensee will ensure that Licensee's representatives do not share such access credentials. Any unauthorized disclosure or dissemination of access credentials by Licensee or its authorized users will be deemed a material breach of this Agreement and will be a basis for immediate termination of this Agreement. Licensee will timely inform Enterprise of any data breach of which Licensee becomes aware that may jeopardize the integrity, availability or confidentiality of the Contents.

#### 3.6. Listing on Enterprise Website

Upon the Licensee's execution of this Agreement and payment of the License Fee, Enterprise may list Licensee on the Enterprise Website as an authorized licensee and distributor of the Data and of Derived Products; *provided, however,* that Licensee may give written notice to Enterprise that Licensee does not wish to be so listed.

# 4. Additional Rights and Obligations Applicable to End Users

# 4.1. EULAs

Licensee will not distribute any Data or Derived Products to any End User unless Licensee and such End User have executed an EULA. Licensee will include and enforce the following provisions in the EULAs and will adequately monitor and audit compliance therewith by End Users. Upon request by Enterprise, Licensee will provide copies of its agreements with End Users to Enterprise.

# 4.2 No External Redistribution of the Data or Creation of Derived Products for External Commercial Purposes by End Users.

Licensee will ensure that EULAs are granted in furtherance and in support of End Users' internal business purposes only. Licensee will strictly prohibit End Users from reselling, disclosing or redistributing the Data externally and from creating and offering any Derived Products for external commercial purposes.

# 4.3 Pass Through Provisions

The EULAs will further (a) contain terms and conditions substantially similar to Section 3.2 applicable to End Users, (b) disclaim the warranties and limit the liability of Licensee's direct and indirect suppliers (including Enterprise) for the accuracy or adequacy of the Data, as well as the warranties of merchantability, accuracy and fitness for purpose, as set forth in Sections 10 and 11 of these Terms and Conditions, and (c) provide that the EULA 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. Enterprise will be named third party beneficiary of such clauses. Notwithstanding the foregoing, parts (a) and (c) of this Section 4.3 will not apply to the licensing and offering by Licensee of Derived Products that do not include and cannot be used to derive or recreate any of the Data or identify any specific individual as prohibited by Section 3.2.

# 4.4 No Warranties; Conduct

Licensee will not make any representations or warranties concerning Enterprise or the Data to any third party (including, without limitation, prospects or End Users) except with the prior written approval of Enterprise. In exercising its rights and performing its duties hereunder, Licensee will at all times refrain from engaging in any illegal, unfair or deceptive trade practices or unethical business practices.

### 4.5 Corrections

If from time to time Licensee is informed by Enterprise of corrections made by Enterprise to the Data, Licensee will promptly re-distribute to its End Users any corrections that Enterprise publishes to such Data.

#### 4.6 Trademarks

Except as expressly permitted in writing by Enterprise and with the exception of nominative references to Enterprise as the original contributor of the Data in connection with the redistribution of the Data or the offering of the Derived Products by Licensee, Licensee may not publish, or cause to be published, or make public use of Enterprise's name, logos, trademarks, or any information in connection with this Agreement without the prior written permission of Enterprise. In no case shall Licensee imply any endorsement by Enterprise of Licensee's Data redistribution or Derived Products offerings.

# 5 Rights and Responsibilities of Enterprise

# 5.1 Authority

Enterprise represents that it has the right to make the Contents available in accordance with this Agreement.

#### 5.2 No Other Materials

Enterprise 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 Data.

# 6 Ownership of the Data

# 6.1 Ownership; Intellectual Property

Licensee acknowledges and agrees that the Contents, 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 Enterprise. Nothing contained herein will be deemed to transfer to Licensee any proprietary interest or other rights in the Data or in any copyright, trademarks, patents or other intellectual property of Enterprise, except to the extent expressly granted by this Agreement. This License will not be construed as a sale, disposition or transfer of property, while the release of Data hereunder by Enterprise will not be construed as the placement of Data in the public domain. For the avoidance of doubt, Enterprise does not claim any proprietary interest in Licensee's Derived Products.

#### 6.2 Notices

Licensee will not remove, alter, cover or distort any copyright, trademark or other proprietary rights notice placed by Enterprise in or on the Data and will ensure that all such notices are reproduced on all copies of the Data made by Licensee; 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.

# 7. Availability of Data

# 7.1 Data Updates

Unless Enterprise provides notice to the contrary on the Enterprise Website, Enterprise will publish Data updates available to Licensee through the Enterprise Website.

#### 7.2 Data Correction

If Licensee notifies Enterprise that the Data is unavailable or in some way defective, Enterprise will evaluate the deficiency and, as necessary, use commercially reasonable efforts to promptly correct such defect and repost the Data. If Enterprise identifies a deficiency in any of the Data, Enterprise will evaluate the deficiency and, as necessary, use commercially reasonable efforts to correct the deficiency and give notice to Licensee of such correction. Enterprise's obligation to evaluate the deficiencies is Enterprise's sole obligation to Licensee or any third party.

# 7.3 Access to Data; File Formats

Licensee will access the Data from the Enterprise Website. The Enterprise Website contains reference materials about the Data and contact information to request help in accessing the Data. Enterprise from time to time may modify amend, augment, reduce or alter the file format of the Data or may modify the manner or mode of retrieval of the Data. Licensee will be entitled to retrieve and distribute such updates, modifications, additions or changes in the Data. These changes may require Licensee to upgrade its systems, hardware or software, at Licensee's sole expense and at no cost to Enterprise.

#### 8. Fees and Taxes

#### 8.1 License Fee

The License Fee for the initial Term is pro-rated on a monthly basis and payable to Enterprise by Licensee no later than thirty (30) days after invoicing by Enterprise. The License Fee will be payable in full in advance for each successor Term thereafter no later than thirty (30) days after invoicing by Enterprise, which invoicing will be concomitant with the renewal date of the Term.

## 8.2 Payments

License Fee amounts are payable by wire transfer using the wiring instructions set forth in the Cover Page or as otherwise notified in writing by Enterprise. Enterprise may elect in its discretion to suspend the License if payment is not received timely.

# 8.3 Change in License Fees

Enterprise reserves the right to increase the License Fee upon each renewal of the Term in amounts not to exceed 5% (five percent) by providing notice to Licensee at least thirty (30) days prior to the effective date of the change in fees.

If at any time during the Term the peak number of End Users exceeds the range originally selected in the Cover Page, Licensee will timely report this increase to Enterprise and the date of such occurrence and the License Fee will be adjusted accordingly henceforth to the applicable tier, prorated on a monthly basis as of the date of the triggering increase. Adjustment to a lower License Fee based on a reduction in the number of End Users will occur only upon renewal of the Term and for the new Term, subject to timely notification of Enterprise by Licensee of the change in number of End Users.

# 8.4 Expenses

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

#### 8.5 Interest

Past due balances on the amounts due to Enterprise pursuant to this Agreement will be subject to an interest charge of one and one-half percent (1.5%) per month or the maximum interest rate permitted by applicable law (whichever is less), computed from the due date of such payment.

#### 8.6 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 Data by Licensee.

## 9. Confidentiality

#### 9.1 Protection

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

#### 9.2 Exclusions

The restrictions on disclosure set forth in Section 9.1 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.

#### 9.3 Notice of Violation

Licensee will promptly notify Enterprise if it becomes aware of any apparent violation of the confidentiality requirements set forth in Section 9.1.

# 10. Disclaimer of Warranty

THE CONTENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ENTERPRISE EXPRESSLY DISCLAIMS ANY OBLIGATION TO KEEP CONTENTS UP TO DATE OR FREE OF ERRORS OR VIRUSES, OR TO MAINTAIN UNINTERRUPTED ACCESS TO THE CONTENTS. THE CONTENTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. ENTERPRISE ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN ANY CONTENTS, AND ENTERPRISE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENTS. USE OF THE CONTENTS IS AT LICENSEE'S SOLE RISK. ENTERPRISE DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE CONTENTS OR USE OF THE CONTENTS INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, SUITABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE.

#### 11. Limitation of Liability

Except as otherwise expressly set forth in this Agreement, in no event will Enterprise or any entity Enterprise uses to provide access to the Contents 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 Contents, including, without limitation, (a) errors or omissions in, or interruptions or corruption in provision of, the Contents, (b) use of the Contents by Licensee or any third party, or (c) the Contents. IN NO EVENT WILL ENTERPRISE OR ANY ENTITY ENTERPRISE USES TO PROVIDE ACCESS TO THE CONTENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OF THE CONTENTS, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER UNDER A CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, EVEN IF ENTERPRISE IS AWARE OF THE POSSIBILITY OF SUCH ERRORS OR DAMAGES. The provisions of this Section will not apply to the extent they violate applicable law.

#### 12. Term and Termination

#### 12.1 Term

This Agreement will remain in force and effect and renew automatically from Term to Term until terminated by either party in accordance with this Section 12.

#### 12.2 Termination

Licensee may terminate the License at any time. Enterprise may terminate this Agreement upon sixty (60) days' advance written notice to Licensee. Enterprise may further elect to cease altogether distribution of the Contents at Enterprise's sole discretion and terminate this Agreement for all licensees upon advance publication of a termination notice through the Enterprise Website.

Enterprise may terminate this Agreement immediately in the event of a violation of Sections 3, 4, 6, or 9 by Licensee or its End Users.

#### 12.3 Termination of License

Upon termination of this Agreement for any reason, Licensee will not to exercise the rights granted under this License from and after termination of this Agreement and will accordingly terminate the EULAs providing for Data access by End Users. The foregoing will not prevent Licensee to access, as an investor in Enterprise securities, Data elements required to be published by Enterprise by securities laws and regulations, for the purpose of assessing or evaluating such securities, nor prevent Licensee from using the Contents for internal use purposes on a royalty free basis under Enterprise's separate terms and conditions available on the Enterprise Website.

Upon termination, paid Licensee Fees are not refundable and License Fees due may not be offset.

#### 12.4 Survival

Sections 3.2, 3.3, 3.4, 6, 8.5 and 9 through 13 will survive the termination of this Agreement.

#### 13 General Provisions

# 13.1 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 Enterprise. Notwithstanding the foregoing, the Agreement may be assigned by Licensee to an entity that is 100% owned and controlled by Licensee if Licensee provides prior written notice of the assignment to Enterprise and Licensee remains liable for performance of Licensee's obligations hereunder.

#### 13.2 Notices

All notices and demands hereunder by a party to the other will be in writing and will be addressed either by email at the addresses identified in the Cover Page or served by personal service or by mail at the address set forth in the Cover Page, or at such different address as may be designated by Enterprise by written notice to Licensee.

All such 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.

# 13.3 Governing law – Privacy Laws and Regulations

This Agreement will be governed by and construed under the laws of the District of Columbia, without reference to or application of the conflicts of law principles the application of which would cause the substantive laws of another jurisdiction to apply. Any and all disputes between the parties that cannot be settled by mutual agreement will be resolved solely and exclusively in the federal courts located within the District of Columbia.

Licensee will be solely responsible for compliance with privacy-related federal, state and local laws and regulations governing the access, handling, and use of the Contents by Licensee.

# 13.4 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.

# 13.5 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.

Any waiver by either party of a breach of any provision of this Agreement must be in writing. No waiver will be effective unless in writing signed by an authorized representative of the party against which enforcement of the waiver is sought. Neither the failure of either party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in this Agreement with respect to any subsequent or other default.

# 13.6 Severability

If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

#### 13.7 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.

# 13.8 Authority

Each party hereby represents and warrants that the execution, as applicable, delivery and performance by such party of this Agreement is within its corporate powers and has been duly authorized by all necessary corporate action on its part. Licensee represents and warrants that this Agreement has been duly agreed upon by Licensee. Each party represents and warrants that this Agreement constitutes a legal, valid and binding agreement of such entity enforceable against such entity in accordance with its terms, except as limited by applicable bankruptcy, insolvency or other similar laws relating to or affecting creditors' rights generally, and subject to the limitations imposed by general equitable principles.

#### 13.9 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.

# 13.10 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.

#### 13.11 U.S. Government Licensee

If the Contents are licensed hereunder for or on behalf of the U.S. Government, it is hereby recognized and agreed by the U.S. Government that the Contents so licensed: (i) have been developed at private expense; (ii) have not been required to be originated or developed under a Government contract; and (iii) have not been generated as a necessary part of performing a Government contract.

# **Certificate Of Completion**

Envelope Id: 9540897E91814E9FBC6DD943A4DED324

Subject: Action needed: Execute Fannie Mae MBS Data License and Subscription Agreement - Infinma

Source Envelope:

Document Pages: 12 Signatures: 2 **Envelope Originator:** Certificate Pages: 5 Initials: 0 Mary Shedlock

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

1100 15th Street

Washington, DC 20005 mary\_shedlock@fanniemae.com

Status: Completed

IP Address: 104.129.196.142

#### **Record Tracking**

Status: Original Holder: Mary Shedlock Location: DocuSign

Jul 28, 2022 | 10:25 mary\_shedlock@fanniemae.com

#### **Signer Events** Signature **Timestamp**

Hendrik Bartel hendrik@infima.io CEO

Security Level: Email, Account Authentication

(None)

Signature Adoption: Drawn on Device Using IP Address: 104.28.54.72

Signed using mobile

Sent: Jul 29, 2022 | 16:39 Viewed: Aug 3, 2022 | 10:03 Signed: Aug 11, 2022 | 08:18

#### **Electronic Record and Signature Disclosure:**

Accepted: Aug 3, 2022 | 10:03

ID: 2bb09507-f6c0-4e1d-aaa3-1f9bcb2b779d

Arthur A Johnson

arthur\_a\_johnson@fanniemae.com Vice-President, Capital Markets

Security Level: Email, Account Authentication

(None)

(None)

arthur a Johnson E3AB819A85A34F7..

Signature Adoption: Pre-selected Style Using IP Address: 165.225.220.161

Sent: Aug 11, 2022 | 08:18 Viewed: Aug 11, 2022 | 09:35 Signed: Aug 11, 2022 | 09:35

### **Electronic Record and Signature Disclosure:**

Security Level: Email, Account Authentication

**Electronic Record and Signature Disclosure:** 

Accepted: Aug 11, 2022 | 09:35

ID: 4623465d-924e-4f6a-aa5e-8f5b99ad2c8f

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Derk Osenberg derk@infima.io	COPIED	Sent: Jul 29, 2022   16:39 Viewed: Aug 8, 2022   17:44

Not Offered via DocuSign

**Witness Events** Signature **Timestamp** 

Notary Events	Signature	Timestamp			
Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	Jul 28, 2022   10:35			
Certified Delivered	Security Checked	Aug 11, 2022   09:35			
Signing Complete	Security Checked	Aug 11, 2022   09:35			
Completed	Security Checked	Aug 11, 2022   09:35			
Payment Events	Status	Timestamps			
Electronic Record and Signature Disclosure					

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Fannie Mae (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

# Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Fannie Mae:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ivy\_martin@fanniemae.com

# To advise Fannie Mae of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ivy\_martin@fanniemae.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

# To request paper copies from Fannie Mae

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ivy\_martin@fanniemae.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Fannie Mae

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to ivy\_martin@fanniemae.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

# Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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