



SCHEDULE 3.1
FREDDIE MAC'S HOME VALUATION EXPLORER® SUBLICENSE/END USER AGREEMENT
MDA Lending Solutions, Inc.

THIS END USER AGREEMENT ("Agreement") made this ____ day of _____, 200_ (the "Effective Date") by and between MDA Lending Solutions, Inc., a Delaware corporation, with its principal place of business located at 5300 Brandywine Parkway, Suite 100, Wilmington, Delaware 19803 ("Service Provider") and, _____ a _____ with its principal place of business located at _____ ("End User").

RECITALS

WHEREAS, Service Provider has licensed certain automated valuation products (the "Products") developed and owned by the Federal Home Loan Mortgage Corporation ("Freddie Mac") the terms of which sublicense impose obligations upon the Service Provider; and

WHEREAS, End User desires to sublicense the Products identified in End User Exhibit A, the Product List, to obtain certain information generated by the Products in response to a Query ("Model Result"). References to the term "Products" includes the term "Model Result."

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The following definitions will apply to this Agreement.
 - (a) "Bona Fide Test" means a commercially reasonable test conducted on behalf of or by an End User for the sole purpose of evaluating the Products.
 - (b) "Confidential Information" refers collectively to Freddie Mac Information and End User Information.
 - (c) "End User Information" means Property Street Address, City, State and Zip Code, and non-Freddie Mac Loan Number that End User provides to Freddie Mac or to the Service Provider solely in connection with its use of the Products.
 - (d) "Freddie Mac Information" means all information previously provided, or that in the future is provided, to End User by Freddie Mac or by the Service Provider in connection with use of the Products under this Agreement, whether delivered orally or in writing and whether or not it is specifically marked or designated confidential. Freddie Mac Information also includes all materials that End User prepares based on Freddie Mac Information, including, without limitation, notes, reports or test data End User develops in connection with the use of the Products, or discussions with Freddie Mac employees. Without limiting the foregoing in any way, the following information constitutes Freddie Mac Information: all Freddie Mac analytic models and algorithms and any non-public information relating to Freddie Mac's Products.
 - (e) "Proprietor" means the party that discloses Confidential Information to the other party.
 - (f) "Recipient" means the party that receives Confidential Information from the other party.
2. Term.
 - (a) Limit on Term. The term of this Agreement may not exceed the term of Freddie Mac's agreement to license any the Products.
 - (b) Termination for Convenience. In the event Freddie Mac terminates its agreement to license any of the Products, Service Provider will terminate this Agreement effective thirty (30) days from the date Service Provider receives written notice of such termination.
3. Grant of Sublicense. Service Provider grants to End User a limited, non-exclusive, non-transferable sublicense to use the Products for End User's internal business purposes only. End User agrees it will not sublicense the Products or transfer or disclose the Products except as provided in this Agreement.
4. Third Party Beneficiary. Freddie Mac, as owner of the Products, is a third party beneficiary to this Agreement and has an independent right of action to enforce the provisions of this Agreement.
5. Disclaimer.

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- (a) THE PRODUCTS ARE PROVIDED TO END USER "AS IS" AND "AS AVAILABLE," AND ALL USES OF THE PRODUCTS ARE AT END USER'S SOLE RISK. FREDDIE MAC DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF THE PRODUCTS OUTPUT OR FREDDIE MAC INFORMATION. ALL WARRANTIES CONCERNING THE PRODUCTS AND THE UNDERLYING DATA AND PROCESSES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, ACCURACY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
- (b) IN NO EVENT WILL FREDDIE MAC, OR ANY ENTITY FREDDIE MAC USES TO PROVIDE ACCESS TO THE PRODUCTS OR DATA SERVICES RELATED THERETO ("ACCESS PROVIDER"), BE LIABLE TO END USER OR ANY OTHER INDIVIDUAL OR ENTITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT, THE TERMINATION OF THIS AGREEMENT OR THE PERFORMANCE OR NONPERFORMANCE OF FREDDIE MAC'S OBLIGATIONS HEREUNDER, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FREDDIE MAC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) IN NO EVENT WILL SERVICE PROVIDER BE LIABLE TO END USER OR ANY OTHER THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AND LOST PROFITS, ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT.
- (d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL THE AGGREGATE LIABILITY OF FREDDIE MAC, ITS ACCESS PROVIDER OR THE SERVICE PROVIDER ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000) FOR PURPOSES OF THIS SECTION, THE TERM AGGREGATE LIABILITY WILL INCLUDE, WITHOUT LIMITATION, ATTORNEYS FEES.

6. Uses, Disclosure and Copying of Confidential Information.

- (a) End User will treat all Freddie Mac Information as strictly confidential. Without limiting the foregoing:
 - (i) End User will not use Freddie Mac Information except to the extent necessary to use the Products under this Agreement.
 - (ii) End User will keep the results of the Products, including any notes, files or reports its creates during its use of the Products, confidential unless otherwise provided in this Agreement or Freddie Mac agrees otherwise in writing.
 - (iii) End User will not disclose Freddie Mac Information, except to its employees who need to know such Freddie Mac Information to use the Products and who are legally obligated to maintain the confidentiality of Freddie Mac Information and to use Freddie Mac Information only as permitted by this Agreement.
- (b) Freddie Mac and Service Provider will treat all End User Information as strictly confidential. Without limiting the foregoing:
 - (i) Neither Freddie Mac nor Service Provider will use End User Information except in connection with performance of services related to the Products.
 - (ii) Neither Freddie Mac nor Service Provider will disclose End User Information, except: (A) to their respective employees who need to know such End User Information in connection with performance of services related to the Calibrator service and who are legally obligated to maintain the confidentiality of End User Information and to use End User Information only as permitted by this Agreement; and (B) to third parties assisting Freddie Mac or Service Provider in connection with performance of services related to the Calibrator service who have agreed to keep End User Information confidential and to use End User Information only as permitted by this Agreement (which agreement may be in an agreement that does not specifically mention End User Information as long as End User Information is covered by the agreement).
- (c) Each party as a Recipient will exercise at least the same degree of care to preserve the confidentiality of Proprietor's Confidential Information that Recipient exercises to protect its own Confidential Information of a similar level of sensitivity, but in no event less than a reasonable standard of care. The parties further agree in their use of the other parties' Confidential Information to comply with applicable privacy provisions of the Gramm-Leach-Bliley Act of 1999 (Public Law 106-102, 113 Stat. 1138), as it may be amended from time to time (the "GLB Act"), and the applicable regulations promulgated thereunder, as such regulations are amended from time to time.

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- (d) In the event Recipient anticipates that it may be required for any reason to release or disclose Confidential Information outside its organization, except as otherwise permitted by this Agreement or except when disclosed in accordance with Section 7 of this Agreement (to comply with legal requirements), Recipient will promptly notify Proprietor and will make reasonable efforts to provide Proprietor with a meaningful opportunity to seek a protective order or otherwise respond in such manner as Proprietor deems appropriate.
- (e) Nothing in this Confidentiality Agreement will grant to Recipient any rights in Proprietor's Confidential Information, including, but not limited to, any patent, copyright, trade secret and other intellectual property rights related thereto.

7. Exclusions. Neither party's obligations under this Confidentiality Agreement will extend to Confidential Information to the extent such information: (i) is publicly known at the time in question without a breach of this Agreement provided that End User's obligations will apply with respect to any data provided by Freddie Mac, notwithstanding the fact that the data may include or consist of information that may otherwise be publicly available; (ii) is provided to Recipient on a non-confidential basis by a third party that is not itself under any confidentiality obligation with respect to the information; or (iii) is independently developed by Recipient without use of or reference to Proprietor's Confidential Information. However, notwithstanding the fact that a portion of Confidential Information is or becomes non-confidential, Recipient's obligations under this Agreement will continue to apply to all other Confidential Information. This Agreement will not prevent Recipient from disclosing Confidential Information to the extent required by a government agency or court of competent jurisdiction, provided that Recipient complies with the requirements of Section 6(d) or Section 7, whichever applies.

8. Market Sectors and Permitted Uses; Restrictions on Use.

- (a) End User only may disclose or use the data generated by or provided in connection with the Products in accordance with the following permitted and prohibited uses.

Home Value Explorer®

Permitted Uses:

- Activities associated with the granting of loans backed by the value of the collateral, such as first or second lien mortgages, home equity loans and home equity lines of credit;
- To support typical lending functions, such as underwriting, quality control, and portfolio analysis;
- Activities associated with the purchase, sale or construction of homes; and
- As part of the process of evaluating home insurance needs if End User is a hazard insurance provider.

Prohibited Uses:

Any use other than a "permitted use" is a "prohibited use" unless Freddie Mac consents to the use in writing. The following are two examples of prohibited uses.

- Any application that could be construed as "predatory lending" such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA); and
- Uses associated with identifying potential customers, including but not limited to generating marketing or mailing lists for solicitation purposes.

Home Value Calibrator®

Permitted Use:

- Effective June 1, 2007, Home Value Calibrator may be used for pre funding and post funding quality control. (Prior to June 1, 2007, Home Value Calibrator could only be used for post funding quality control.)

Prohibited Use:

- Any use other than a permitted use is prohibited unless Freddie Mac consents to the use in writing.

- (b) The Products and Model Results must be clearly identified as a Freddie Mac Product and cannot be presented as any other brand or merged with a model result from any non Freddie Mac Product.

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- (c) The following additional storage and disclosure restrictions apply:
- (i) End User may not store values derived from the Products in a database or other electronic format for the purpose of facilitating retrieval of values in aggregate form or calculating new automated property valuation estimates.
 - (ii) End User may not make the Products available or disclose the Products to a Restricted Entity (as defined in the attached Exhibit C) except that the Model Result may be disclosed to Fannie Mae or a Federal Home Loan Bank in connection with the sale of a loan backed by the value of the collateral or to support a typical lending functions, such as underwriting, quality control, and portfolio analysis.

9. Bona Fide Test. Any testing or use of the Products that could be construed as "predatory lending" such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA) is strictly prohibited. As an End User, you represent that you will test the Products solely for uses that in some way help people afford and/or wisely manage their home ownership. The Products were developed by Freddie Mac to support its mission in the secondary mortgage market. Use of the Products by any business not obviously in line with and supporting our mission is not permissible; therefore, End User hereby represents that it will not use the Products to compromise a borrower's investment in a home.

Subject to the prior paragraph, Service Provider hereby grants End User a limited right to use the Products for the sole purpose of Bona Fide Testing.

- (a) Bona Fide Tests must contain a minimum of 1,000 and a maximum of 50,000 address records unless Freddie Mac has given its prior written consent.
 - (b) Bona Fide Tests will be limited to a maximum of two (2) requests per End User in a twelve (12) month period unless Freddie Mac has given its prior written consent.
 - (c) Bona Fide Test results may not be merged or commingled with results from third party applications.
 - (d) Freddie Mac will return all Bona Fide Test results directly to End User.
 - (e) Bona Fide Test requests are typically processed within three (3) to five (5) business days from receipt of the test file.
 - (f) All summaries of Bona Fide Test results performed by or on behalf of End User must be forwarded to the appropriate Freddie Mac relationship manager. All third party test results must be unidentifiable.
 - (g) Upon the earliest of (a) two (2) years of receipt of the Bona Fide Test results, or (b) written demand by Freddie Mac, End User will destroy all Bona Fide Test results and all copies thereof, if any. Within five business days of the occurrence of (a) or (b) of this section, End User will certify the destruction of Bona Fide Test results in writing to Freddie Mac.
10. Use of Testing Subcontractor. Notwithstanding anything in this Confidentiality Agreement to the contrary, End User may subcontract its obligations under this Confidentiality Agreement to a subcontractor approved by Freddie Mac in writing ("Testing Subcontractor") to perform a Bona Fide Test(s) on behalf of End User, provided that:

- (a) Freddie Mac may approve or disapprove of a proposed Testing Subcontractor in its sole discretion and may revoke approval of a Testing Subcontractor in its sole discretion;
- (b) End User will remain responsible for all obligations and services performed by Testing Subcontractor to the same extent as if End User's employees had performed such obligations and services;
- (c) End User will serve as Testing Subcontractor's sole point of contact for Bona Fide Test(s) unless End User requests (via Freddie Mac's Relationship Manager) and Freddie Mac agrees to send test results directly to the Testing Subcontractor with whom End User has contracted to perform the Bona Fide Test(s); and

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- (d) End User will not disclose Freddie Mac Information to Testing Subcontractor unless and until Testing Subcontractor has agreed in writing to protect the confidentiality of the Freddie Mac Information in a manner equivalent to that required of End User under this Confidentiality Agreement.
11. Compliance with Legal Requirements. End User may disclose the Products to the extent, and only to the extent, necessary to comply with orders or subpoenas issued by a court of competent jurisdiction or with regulatory examiners with jurisdiction over End User, or to the extent otherwise required by applicable law (the "Legal Requirements") provided that prior to any particular such disclosure:
- (a) End User provides to the Service Provider and to Freddie Mac reasonable notice of the Legal Requirement and takes such actions as may be necessary or reasonably requested by the Service Provider, and/or Freddie Mac to provide the Service Provider and Freddie Mac with a reasonable opportunity to seek either a protective order or otherwise to minimize the required disclosure; and
- (b) End User notifies all auditors and regulators and any other recipients of the Products in writing that the Products may not be copied or used for any purpose other than review or examination of End User except to the extent ordered by a court of competent jurisdiction, and, further, that the Products are proprietary to Freddie Mac and their use strictly limited under this End User Agreement.
12. Audit. Upon request, End User will allow Service Provider, Freddie Mac or any regulatory agency with jurisdiction over Service Provider or its customers to review or audit End User's records, files, processes and controls related to this Agreement and will promptly respond to requests of Service Provider, Freddie Mac or a regulatory agency for information, legal and accounting opinions and other documentation related to this Agreement. End User will make its personnel and facilities available and otherwise cooperate reasonably in connection with any such review or audit and will promptly consider any reasonable process improvement suggested in such audit. Upon request, End User will provide financial statements on a yearly basis to Service Provider, who may disclose them to Freddie Mac upon request.
13. Price and Payment.
- (a) The transaction fees for the Products will be set out in the pricing schedule with the Service Provider. The Service Provider may change the pricing schedule on thirty (30) days notice to End User.
- (b) End User will pay the Service Provider transaction fees for the model results obtained during the prior month within thirty (30) days after receipt of the Service Provider's invoice.
14. Intellectual Property Rights.
- (a) The Products are the sole and exclusive property of Freddie Mac. Freddie Mac reserves all rights in the Products. The Products are not being sold under this Agreement and End User will have no title or ownership interest in the Products or in any copies.
- (b) End User may not reverse engineer, modify, summarize, add to or delete information from the Products or create derivative products from the Products. Nothing in this Agreement will be deemed to transfer to End User any rights in any Freddie Mac trademark, patent, copyright or other intellectual property.
- (c) In the event Freddie Mac or Service Provider receives notice of any claim that any of the Products violate or infringe on any patent, trade secret, copyright or other proprietary right of any third party, Freddie Mac may elect to suspend or terminate this Agreement, which action will in no event be deemed to give rise to any claim against Freddie Mac or Service Provider.
15. Governing Law. This Agreement will be construed, and the rights and obligations of the parties hereunder determined, exclusively in accordance with the substantive law of the Commonwealth of Virginia, excluding provisions of Virginia law concerning choice-of-law that would result in the law of any state other than Virginia being applied. However, the Uniform Computer Information Transactions Act (or any substantially similar law enacted by Virginia) will not apply to this Agreement or the performance of it, and instead the law of Virginia as it exists without reference to the Uniform Computer Information Transactions Act will apply.
16. Compliance.

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- (a) Freddie Mac has the right to confirm that certain marketing guidelines are followed. End User agrees to comply with the Market Sectors and Permitted Uses set out in Exhibit B and if requested by Freddie Mac will certify its compliance.
 - (b) The Service Provider may temporarily cease making the Products available to End User pending inquiry into any evidence of or allegations that End User has breached this Agreement. In the event the inquiry reveals that a breach is likely to have occurred, the Service Provider will, in addition to all other rights available under applicable law, have the right, at its sole option, to immediately terminate this Agreement and all duties and obligations of the Service Provider hereunder.
17. Notices. All notices required or permitted hereunder will be in writing and will be deemed to have been properly given: (i) upon delivery if delivered personally or by a courier or overnight delivery service; or (ii) five (5) business days after mailing by certified mail, postage prepaid, return receipt requested, to the parties at the following addresses (or to such other address of which either party may notify the other in a notice that complies with the provisions of this section):

If to End User:

Attn: _____

If to Service Provider:

MDA Lending Solutions, Inc.
5300 Brandywine Parkway
Suite 100
Wilmington, DE 19803
Attn: General Counsel

If to Freddie Mac:

Freddie Mac
1551 Park Run Drive
Mail Stop D2G
McLean, VA 22102
Attn: SIS Relationship Manager

With a copy to:

Freddie Mac
8200 Jones Branch Drive
Mail Stop 202
McLean, VA 22102
Attn: Managing Associate General Counsel,
Corporate Affairs

- 18. No Agency. The Service Provider is not an agent of Freddie Mac and Freddie Mac is not responsible for any acts or omissions of the Service Provider.
- 19. No Assignment. End User may not assign this Agreement without the prior written consent of the Service Provider. This Agreement and each of the provisions relating to confidentiality in Sections 6 and 7 will, however, be binding upon and inure to the benefit of the parties and their successors and assigns and will be binding upon each party's agents, consultants, subcontractors, directors, officers, partners, principals and employees.
- 20. Remedies. Any breach of those provisions of this Agreement relating to confidentiality in Sections 6 and 7 may cause substantial and irreparable harm to Proprietor for which an award of monetary damages would be an inadequate remedy. Accordingly, in the event of any such breach or threatened breach, Proprietor may seek injunctive relief in addition to all other rights and remedies available at law and in equity.
- 21. Survival. The following provisions of this Agreement will survive the expiration or termination of this Agreement with the Service Provider: Section 3 (second sentence only), sections 4, 5, 6, 7, 8, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21 (second sentence only) 22, 24, and 25.
- 22. End User Warranty. End User represents and warrants that it has not developed and is not in the process of developing an automated collateral valuation tool for commercial use. End User also represents and warrants that it will use the Products only for the permitted purposes identified in this Agreement and in the attached Marketing Guidelines and Permitted Uses.

Initials: _____

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23. Waivers. No modification or waiver of any provision of this Agreement will be valid unless such modification or waiver is in writing and signed by the party against whom it is sought to be enforced. No waiver at any time of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement at that time or at any other time.
24. Integration. This Agreement constitutes the only agreement relating to End User's use of the Products and relating to the confidentiality of Confidential Information exchanged in connection with such use. The provisions of this Agreement expressly supersede any prior Agreement relating to the confidentiality of information exchanged between the parties as it relates to any use of the Products by End User.
25. Severability. If any provision of this Agreement is held for any reason to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
26. Indemnification. End User will indemnify Freddie Mac and Service Provider and their respective directors, officers, employees, successors and assigns and hold each harmless from and against any and all liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly out of the breach of any of End User's obligations hereunder, whether such breach arises out of its own action or inaction or the action or inaction of End User and its directors, officers, employees, subcontractors, partners, principals and agents, successors and assigns.

IN WITNESS WHEREOF, each party has executed this Agreement effective as of the date first above written.

End User

Service Provider

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Sales Representative:

Signature

Name (print)

Product List
Exhibit B – Intentionally removed
Exhibit C – Restricted Entity List

Exhibit A
Product List

Product List

1. Home Value Explorer® (HVE®)
2. Home Value Calibrator® (HVCSM)

Initials: _____

Exhibit C
Restricted Entity List

Restricted Entity List

The following list identifies and defines a "Restricted Entity."

1. Fannie Mae
2. The Federal Home Loan Bank Board
3. Any agency, instrumentality or entity formed or controlled by a state, city or local government
4. Any agency or instrumentality of the United States Government

Initials: _____