

Addendum to the GUS USER AGREEMENT for the GUS Lender TEST Environment (GUS LTE)

This addendum is made on the date set forth in the box below by and between the U.S. Department of Agriculture (USDA), Rural Development, and the Approved Lender (a lender with an approved lender's agreement from Rural Development, and who uses the production environment GUS system) named in the box below and hereinafter for the purposes of this lender test environment addendum will be referred to as "LTE User", a user of the Guaranteed Underwriting System (GUS) Lender Test Environment (GUS LTE) application which is an additional application governed under the GUS System (referred to as "System" and defined in the parent GUS User Agreement).

To be a GUS Lender Test Environment User (LTE User), the lender must be an Approved Lender, actively using GUS production environments with a current executed GUS User Agreement, and in good standing with Rural Development.

LTE User represents and warrants to Rural Development that LTE User has read all of the terms of this addendum (also referred to as the GUS LTE Agreement), set forth below in additional Sections 1 through 11, understands such terms, and agrees to be bound by all of such terms, and has executed addendum in the box below in witness of such representation, warranty and agreement.

[Lender, aka LTE User, must complete all blank spaces and sign below for this GUS LTE Agreement to be effective.]

| | |
|---|---|
| Taxing Identification Number (TIN): _____ <i>(must match the Approved Lender production TIN)</i> | |
| Complete legal name of Business [aka: LTE User] _____ <i>(must match the Approved Lender production legal name)</i> | |
| Street address of User _____ (City, State, Zip Code) _____ | |
| Name of person executing the addendum for the LTE User _____ | |
| Title of person executing the addendum for the LTE User _____ | |
| All login.gov test ids can be created at https://www.cert.eauth.usda.gov/eauth/b/usda/home . For additional assistance with eAuth/Login.gov test ID's see the LTE System Access and Security Guide located in GUS LTE Resources https://www.rd.usda.gov/resources/usda-linc-training-resource-library/gus-lender-test-environment | |
| Name of LTE SA #1 _____ | Name of LTE SA #2 _____ |
| Email of LTE SA #1 _____ | Email of LTE SA #2 _____ |
| Phone # of LTE SA #1 _____ | Phone # of LTE SA #2 _____ |
| eAuth/Login.gov LTE ID _____ | eAuth/Login.gov LTE ID _____ |
| <p><u>"LTE USER" [aka Lender]</u></p> <p>By _____ <input type="checkbox"/> <small>Signature</small></p> <p>Title _____</p> <p><small>By executing this form, I confirm I am a duly authorized officer of the company and represent and warrant the information in this form is complete and accurate.</small></p> | <p><u>"Rural Development"</u></p> <p>By Signature Authority of the Deputy Administrator, <input type="checkbox"/> Single Family Housing, USDA, Rural Housing Service</p> |
| Send Completed/Signed Addendum Agreement to: SFHGSystemIntegration@usda.gov (Agreement can be signed electronically or with a "wet" signature and electronically emailed as an attachment) | |

Sections to this Addendum

1. Access to System User.

- a. The provisions described in Section 1 of the GUS User Agreement apply to the access to the GUS LTE System. Furthermore, GUS LTE is constructed to support MISMO 3.4 Fannie Mae specification 1.8.1 data standards starting September 2020. Rural Development may make updates without notice, including future enhancements or data specification changes where the LTE User will be responsible for adjusting testing or training where necessary.

2. System Ownership.

- a. The provisions described in Section 2 of the GUS User Agreement apply to the ownership of the GUS LTE System.

3. Warranties; Limitation of Liability.

- a. The provisions described in Section 3 of the GUS User Agreement apply to warranties and limitation of liability for the GUS LTE System.

4. Data.

- a. Only test or mock data for borrowers or applicants is to be used in GUS LTE at all times. No PII (Personally Identifiable Information) of any individual, alive or deceased, is to be used in GUS LTE without written consent by Rural Development. Any documentation specific to the GUS LTE supplied by Rural Development to the LTE User is to be applied by the LTE User to the GUS LTE only.
- b. The provisions described in Section 4(b) of the GUS User Agreement apply to data in the GUS LTE.

5. Legal Compliance.

- a. The provisions described in Section 5 of the GUS User Agreement apply to legal compliance with respect to the GUS LTE.

6. Reliance on the System; Nondisclosure of Output.

- a. LTE User represents and warrants that it will not rely on the GUS LTE in any way to determine whether or not to extend credit to any applicant.

7. Assignment.

- a. The provisions described in Section 7 of the GUS User Agreement apply to assignment of the GUS LTE.

8. Term; Termination.

- a. The provisions described in Section 8 of the GUS User Agreement apply to the terms and termination of this addendum.
- b. Furthermore, in the event Rural Development implements changes into the GUS LTE that are averse to LTE User's use of the GUS LTE, LTE User will not be entitled to receive any damages.

9. Access to System Output by Sellers and Mortgage Service Providers.

- a. The provisions described in Section 9 of the GUS User Agreement apply to a Mortgage Service Provider's access to GUS LTE output on the LTE User's behalf. Furthermore, any such access must be effectuated in accordance with both the GUS User Agreement and this addendum. For GUS LTE, the terms of any such LTE User Instruction also applies.

10. Confidential Information.

- a. The provisions described in Section 10 of the GUS User Agreement apply to the treatment of confidential information related to the GUS LTE.

11. Miscellaneous.

- a. This GUS LTE Agreement is the exclusive statement of the parties' agreement with respect to the terms of LTE User's right to use the GUS LTE. This addendum does not override the GUS User Agreement, it only supplies the additional information required to use the GUS LTE.
- b. Any notice required or permitted to be given by Rural Development under the terms of this GUS LTE Agreement, including, but not limited to, notice from Rural Development of LTE User Instructions or of an amendment to the terms of the GUS LTE Agreement, may be given through the GUS LTE System or via electronic mail to SFHGSystemIntegration@usda.gov. Notices to Rural Development pertaining to the GUS LTE must be sent to the attention of Executive Director, Single Family Housing Guaranteed Loan Division. Each party may change its address for such notice purposes, and/or the person(s) to whom such notices should be sent, by giving notice of its new address and/or such person(s) to the other party in accordance with the provisions of this section.
- c. Rural Development may amend the terms of this GUS LTE Agreement at any time through notice to LTE User setting forth the terms of such amendment. **LTE User's use of the GUS LTE at any time after the effective date of an amendment to this GUS LTE Agreement shall constitute LTE User's consent to the terms of the amendment.**
- d. The failure of either party to exercise in any respect any right or remedy provided for herein will not be deemed a waiver of such right or remedy. No waiver at any time of any provision of this GUS LTE Agreement will be deemed a waiver of any other provision of this GUS LTE Agreement at that time or a waiver of that or

- any other provision of this GUS LTE Agreement at any other time.
- e. If any provision of this GUS LTE Agreement is held invalid, illegal or unenforceable, such provision will to that extent be deemed omitted from this LTE Agreement, and the remaining provisions of the GUS LTE Agreement will continue to be valid and enforceable and will not be affected in any way.
 - f. This GUS LTE Agreement is binding upon the parties hereto and their respective successors and (subject to the provisions of Section 7 above) assigns. Subject to the provisions of Section 3, the rights and remedies of the parties are cumulative and are in addition to, and not in lieu of, all rights and remedies available at law and in equity. All of the parties' rights, obligations and agreements under this GUS LTE Agreement (other than LTE User's right to use the GUS LTE) which arise prior to the termination of this GUS LTE Agreement will survive such termination.
 - g. The provisions of the exhibits are hereby incorporated by reference into this GUS LTE Agreement. Any conflict between the provisions of such exhibits and the remainder of the GUS LTE Agreement will be resolved in favor of the remainder of the GUS LTE Agreement.
 - h. The LTE User agrees that it will not use in any marketing, promotional or advertising materials the name "Rural Development," "Rural Development", "USDA" or any names similar thereto or derivative therefrom, or any logos associated therewith, unless it shall first have received the express written consent of Rural Development.
 - i. Rural Development has entered into this GUS LTE Agreement pursuant to the signature authority of its Deputy Administrator for Single-Family Housing. Rural Development represents and warrants that said officer has complete authority to enter into this GUS LTE Agreement on behalf of Rural Development, and that Rural Development shall be bound by all of the terms of this GUS LTE Agreement upon LTE User's execution of this GUS LTE Agreement by this officer. LTE User represents and warrants that its officer executing this LTE User has complete authority to enter into this GUS LTE Agreement on behalf of User, and that LTE User shall be bound by all of the terms of this GUS LTE Agreement upon its execution of this GUS LTE Agreement.
 - j. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, terrorist attacks, epidemics, failure of vendors to perform, governmental regulations, power failures, earthquakes, or other disasters.

Exhibit A - Glossary of Terms for GUS Lender Test Environment (GUS LTE)

(Glossary of Terms outlined in the parent GUS User Agreement applies to this addendum, unless otherwise provided below Agreement).

As used in the GUS LTE Agreement Addendum, the terms listed below will have the following meaning:

- **Applicant(s) or Borrower(s):** The borrower(s) or proposed borrower(s) under a Loan Application, where in the LTE System the borrower(s) information is not to be real or contain actual PII data for any living or deceased individual. All borrowers are to be test mock data when joined with other test mock data for full application testing.
- **eAuthentication:** A USDA Government security access system. **For the GUS LTE, the eAuthentication accounts are only for GUS LTE and not production eAuthentication information.**
- **LTE Security Administrator:** The employee assigned by the LTE User to delegate access to the GUS LTE for user identification numbers and passwords for specific employees or agents of the LTE User. The LTE Security Administrator may or may not be the same person as in the production environment. **Please note, only CERT TEST eAuthentication accounts are to be used in the GUS LTE environment.**
- **GUS LTE:** The Guaranteed Underwriting System (GUS) Lender Test Environment (LTE) is an automated underwriting system owned by Rural Development for the use of testing only. Any updates, enhancements and documentation to the GUS LTE (including the LTE User Instructions, or directions of what can and cannot be done within the LTE System) made available to GUS User for the GUS System may be different for the GUS LTE.
- **LTE User Instructions:** Instructions for use of the GUS LTE, given by Rural Development to LTE User from time to time through required training, or by notification through the System, including notification to LTE User to review and follow instructions posted on Rural Development's Internet site where applicable.
- **Mortgage Service Provider (MSP):** An entity engaged to perform, for a Broker or Correspondent, part of the mortgage application processing, underwriting, funding or post-closing functions, but not any activities related to obtaining an application for a home mortgage. The entity is typically paid on a fee basis for services performed, with the payment of fees not being contingent on mortgage approval or closing. LTE User is responsible for maintaining any MSP access to the GUS LTE and any related training or communication of use, including the limitation of using only test data. This GUS LTE is not to be used for any true or actual guarantee or commitment to any borrower, applicant or MSP.