

Exhibit 32

Terms Relating to Use of Data Generated by Home Value Explorer®

The following terms and conditions (these “Terms and Conditions”) apply to Seller/Service’s use of all data generated by Freddie Mac’s proprietary automated property valuation product, Home Value Explorer® (“HVE® data”) that is provided by Freddie Mac directly to Seller/Service by any means (electronic or otherwise).

- 1. Grant of License.** Freddie Mac grants to Seller/Service a limited, non-exclusive, non-transferable license to use HVE® data for Seller/Service's internal business purposes only, subject to the provisions of these Terms and Conditions. As part of this license, Seller/Service will have the right to make HVE® data accessible to third party brokers and correspondent lenders who are contractually affiliated with Seller/Service (“Affiliated Third Parties”), who are provided access to HVE® data through a password protected interface on Seller/Service’s web site, subject to the provisions of these Terms and Conditions. Seller/Service agrees it will not sublicense HVE® data or transfer, disclose or make accessible such data except as expressly permitted herein.
- 2. Disclaimer.**
 - (a) HVE® DATA IS PROVIDED TO SELLER /SERVICER AND AFFILIATED THIRD PARTIES "AS IS" AND "AS AVAILABLE," AND ALL USES OF HVE® DATA ARE AT SELLER/SERVICER’S AND AFFILIATED THIRD PARTIES’ SOLE RISK. ALL WARRANTIES CONCERNING HVE® DATA, 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 BE LIABLE TO SELLER/SERVICER, ANY AFFILIATED THIRD PARTIES 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 SELLER/SERVICER’S OR AFFILIATED THIRD PARTIES’ USE OF HVE® DATA, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EVEN IF FREDDIE MAC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
 - (c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL THE AGGREGATE LIABILITY OF FREDDIE MAC, INCLUDING FOR ATTORNEYS’ FEES, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE USE OF HVE® DATA BY SELLER/SERVICER, ALL AFFILIATED THIRD PARTIES AND ANY OTHER INDIVIDUAL OR ENTITY TO WHOM HVE® DATA IS DISCLOSED, EXCEED TEN THOUSAND DOLLARS (\$10,000).

3. Uses, Disclosure and Copying of Confidential Information.

- (a) Seller/Servicer will treat all HVE[®] data as strictly confidential. Without limiting the foregoing:
 - (i) Seller/Servicer will keep all HVE[®] data, including any notes, files or reports that are based on HVE[®] data, confidential except to the extent Freddie Mac agrees otherwise in writing.
 - (ii) Except to the extent otherwise agreed upon by Freddie Mac in writing or expressly permitted in these Terms and Conditions, Seller/Servicer will not disclose HVE[®] data, except to its employees and Third Party Affiliates who need access to such data for Seller/Servicer's and Third Party Affiliates' internal mortgage business purposes and use it only for the purposes permitted herein.
- (b) Seller/Servicer will exercise at least the same degree of care to preserve the confidentiality of the HVE[®] data that it exercises to protect its own confidential information of a similar level of sensitivity, but in no event less than a reasonable standard of care. Seller/Servicer further agrees in its use of HVE[®] data to comply with all applicable laws, including the 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, and the applicable regulations promulgated thereunder, as such regulations are amended from time to time.
- (c) Seller/Servicer also may disclose HVE[®] data 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 Seller/Servicer, or to the extent otherwise required by applicable law (the "Legal Requirements") provided that prior to any particular such disclosure:
 - (i) Seller/Servicer provides to Freddie Mac reasonable notice of the Legal Requirement and takes such actions as may be necessary or reasonably requested by Freddie Mac to provide Freddie Mac with a reasonable opportunity to seek either a protective order or otherwise to minimize the required disclosure; and
 - (ii) Seller/Servicer notifies all auditors and regulators and any other recipients of the HVE[®] data in writing that the HVE[®] data may not be copied or used for any purpose other than review or examination of Seller/Servicer except to the extent ordered by a court of competent jurisdiction, and, further, that the HVE[®] data is proprietary to Freddie Mac and its use is strictly limited under these Terms and Conditions.
- (d) If Seller/Servicer is contemplating (i) a Concurrent Transfer of Servicing or a Subsequent Transfer of Servicing (both as defined in the Guide), or (ii) the sale of any Mortgages for which HVE[®] data provided by Freddie Mac may be retained in the Mortgage file, Seller/Servicer shall have the right to disclose the HVE[®] data with respect to the Mortgages included in such transfer or such sale, as the case may be, to the transferee.
- (e) If Seller/Servicer uses the HVE[®] data as permitted in these Terms and Conditions and such use results in a loan or mortgage insurance related decision that has a direct financial impact on the Borrower, the HVE[®] data in question may be disclosed to the Borrower.

4. Permitted Uses; Restrictions on Use.

- (a) Seller/Servicer may disclose and use HVE[®] data (i) in connection with activities associated with the origination of a Freddie Mac Relief Refinance MortgageSM backed by the value of the collateral, and (ii) to review a property value included in an appraisal provided during the loan origination process.
- (b) Any use other than specified in Section 4(a) hereof is prohibited unless Freddie Mac consents to the use in writing. The following are three examples of prohibited uses.
 - Any use that could be construed as being connected to “predatory lending” such as generating high-rate/high cost loans covered by the Home Ownership and Equity Protection Act of 1994 (HOEPA);
 - Uses associated with identifying potential customers, including but not limited to generating marketing or mailing lists for solicitation purposes, except to the extent expressly permitted by Freddie Mac in writing; and
 - Uses associated with endeavoring to reverse engineer HVE[®] data to discover the underlying models.
- (c) HVE[®] data must be clearly identified as Freddie Mac property and cannot be presented as any other brand or merged with valuation data generated by any other model.
- (d) Seller/Servicer may not make HVE[®] data available or disclose it to (i) any agency, instrumentality or entity formed or controlled by a state, city or local government, or (ii) any agency or instrumentality of the United States Government, except as required by law.

5. Intellectual Property Rights.

- (a) The models underlying HVE[®] data and all HVE[®] data are the sole and exclusive property of Freddie Mac, and Freddie Mac reserves all rights thereto. HVE[®] data provided to Seller/Servicer has not been, and is not being, sold to Seller/Servicer, and Seller/Servicer will have no title or ownership interest in the models underlying HVE[®] data, in HVE[®] data or in any copies thereof.
- (b) Seller/Servicer may not reverse engineer, modify, summarize, add to or delete information from the HVE[®] data or create derivative products from the HVE[®] data. Nothing herein will be deemed to transfer to Seller/Servicer any rights in any Freddie Mac trademark, patent, copyright or other intellectual property.
- (c) In the event Freddie Mac receives notice of any claim that the model underlying the HVE[®] data or HVE[®] data 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 Seller/Servicer’s right to use HVE data, which action will in no event be deemed to give rise to any claim against Freddie Mac.

- 6. Affiliated Third Parties.** To the extent Seller/Servicer makes HVE[®] data accessible to Affiliated Third Parties, such Seller/Servicer shall have controls in place to ensure that such Affiliated Third Parties comply with the terms of these Terms and Conditions.

- 7. Governing Law.** These Terms and Conditions will be construed, and the rights and obligations of the parties hereunder determined, exclusively in accordance with the substantive law of the state of New York, excluding provisions of New York law concerning choice-of-law that would result in the law of any state other than New York being applied.
- 8. Integration.** These Terms and Conditions constitute the only agreement relating to Freddie Mac's provision of HVE[®] data directly to Seller/Serviceicer by any means (electronic or otherwise). For clarity, if Seller/Serviceicer has (i) executed an "End-User Agreement" with an authorized "reseller" of HVE[®], (ii) executed a "Reseller Agreement" with an authorized "Distributor" of HVE[®], or (iii) entered into a "Distributor Agreement" with Freddie Mac, the terms of such agreements do not apply to the provision of HVE[®] data directly to Seller/Serviceicer outside of the distribution channel provided for in such agreements.
- 9. Severability.** If any provision of these Terms and Conditions is held for any reason to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect any other provisions of these Terms and Conditions, and these Terms and Conditions will be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- 10. Indemnification.** Seller/Serviceicer will indemnify Freddie Mac and its directors, officers, employees, agents, 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 Seller/Serviceicer's or an Affiliated Third Party's obligations hereunder, whether such breach arises out of its own action or inaction or the action or inaction of an Affiliated Third Party, or any of such Seller/Serviceicer's or Affiliated Third Party's directors, officers, employees, subcontractors, partners, principals, agents, successors or assigns.
- 11. Return of HVE[®] Data.** Upon written request by Freddie Mac to Seller/Serviceicer, Seller/Serviceicer shall return to Freddie Mac all copies of HVE[®] data provided to Seller/Serviceicer hereunder (and all reproductions made thereof) within 10 days of such notice.
- 12. Notices.** All notices required or permitted hereunder shall be in accordance with Freddie Mac Single-Family Seller/Serviceicer Guide Section 2.10.
- 13. Term.** The term of these Terms and Conditions will commence on the date that Seller/Serviceicer first receives HVE[®] data covered by these Terms and Conditions and will continue until terminated by either party upon ninety (90) days' prior notice to the other party. In addition to the foregoing, Freddie Mac will have the right to terminate the term effective immediately upon notice in the event of any default by Seller/Serviceicer or a Third Party Affiliate under these Terms and Conditions, or upon Seller/Serviceicer's suspension or disqualification to do business with Freddie Mac. Notwithstanding the provisions of Section 12, at Freddie Mac's option, notice will be deemed sufficient if made by telephone and confirmed by any means set forth in Section 12 within five (5) business days, in which case notice will be deemed to have been given at the time of the telephone call.

- 14. Assignment.** Seller/Servicer may not assign any of its rights or obligations under these Terms and Conditions in any manner whatsoever without Freddie Mac's prior written consent.
- 15. Cumulative Remedies.** Subject to the provisions of Section 2 hereof, the rights and remedies of the parties hereunder 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 these Terms and Conditions (other than Seller/Servicer's right to use HVE[®] data) which arise prior to the termination of the term of these Terms and Conditions will survive such termination.
- 16. Amendments to Terms and Conditions.** Freddie Mac may amend these Terms and Conditions at any time by providing notice to Seller/Servicer of the terms of such amendment. Seller/Servicer's use of HVE[®] data on and after the effective date of any such amendment shall constitute Seller/Servicer's consent to the terms of the amendment.