

PRODUCT SPECIFICATIONS FOR CROSSFIRE PRICING & AVAILABILITY

UPDATED: March 5, 2020

These Product Specifications describe the current functionality and certain dependencies of the above-referenced product center (the “Product Center”). Access to and use of the Product Center is governed by an underlying agreement and, as applicable, addendum (collectively, the “Agreement”) with RealPage, Inc. and, as applicable, its affiliates (collectively referred to herein as the “Provider” “we” or “us”). Capitalized terms used in these Product Specifications have the meanings provided in the Agreement unless otherwise defined herein.

Subject to the terms of the Agreement, these Product Specifications may be modified at any time. If we modify these Product Specifications, we will post the updated version at <http://www.specifications.controls.realpage.com> and update the “Updated” date above. We recommend that you review these Product Specifications periodically for any changes. Your continued access to or use of the Product Center will constitute your acceptance of the updated Product Specifications.

1. AUTHORIZED USERS AND PASSWORD

Provider will provide the licensee under the Agreement (“Licensee”) with a user name and password permitting Authorized Users to access the Product Center. Licensee is responsible for the protection and dissemination of such user name and password and for any activities or actions occurring under Licensee’s account or log-in credentials—including, without limitation, for any losses or damages resulting from the loss, theft or misuse of or failure to protect any such user name or password. Licensee will permit only Authorized Users to access the Product Center, will ensure that all Authorized Users comply with the terms and conditions set forth in the Agreement and herein, and will not permit any person that ceases to be an Authorized User to continue to use a user name or password.

2. OVERVIEW OF CROSSFIRE PRICING & AVAILABILITY

CROSSFIRE PRICING & AVAILABILITY is an easy-to-use online apartment reservation system that provides prospects real-time access to floor plans, amenities, and pricing and availability—24 hours a day. The system enables properties to take advantage of the growing number of prospects who research apartment communities on the web. CrossFire Pricing & Availability engages online prospects while their interest is high and then walks them through the leasing process. It enables prospects to generate unit-specific quotes, reserve units, and prequalify for their new apartment homes, and the system can collect all applicable fees and deposits along the way.

Note: The CROSSFIRE PRICING & AVAILABILITY Product Center was not designed to store electronic protected health information, as defined by Section 160.103 of the HIPAA Regulations, 45 CFR Parts 160, under the Health Information Portability and Accountability Act Omnibus Final Rule released on January 17, 2013. Users should not use any feature of the CROSSFIRE PRICING & AVAILABILITY Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR CROSSFIRE PRICING & AVAILABILITY

This section outlines the major capabilities of CROSSFIRE PRICING & AVAILABILITY:

3.1. CrossFire Pricing & Availability provides the following:

- a. Presents real-time unit availability to prospects when integrated with OneSite Leasing & Rents

- b. Enables authorized property personnel to keep property information up-to-date and accurate
 - c. Feeds real-time information to property web sites and most major Internet Listing Services
 - d. Uses email to send prospects' requests to the leasing office for processing (but when integrated with OneSite Leasing & Rents, a guest card is created in the prospect management system)
 - e. Provides unit-specific time-sensitive price quotes to prospects using real-time pricing & availability
 - (i) Integration with YieldStar Price Optimizer presents optimized rent ranges for each unit based on move-in date and lease term
 - f. Enables prospects to reserve units online
 - (i) Integration with LeasingDesk Screening enables prospects to pre-qualify for a unit
 - (ii) Collects a reservation fee, taking a unit off the market for a predetermined number of days
 - g. Transaction activities are posted in OneSite Leasing & Rents (e.g., guest card, quotes, unit reservations, prequalifies)
 - h. Online payment processing
 - (i) Prospects can use credit cards or ACH to process related transaction fees
 - (ii) System posts payments to resident ledgers in real time when integrated with OneSite Payments and OneSite Leasing & Rents
 - i. Enables prospects to make appointments online
 - j. Option to customize workflow and branding (additional fees apply)
4. CALIFORNIA CONSUMER PRIVACY ACT OF 2018 ("CCPA") DATA PROCESSING STATEMENT

This CCPA Data Processing Statement applies to "Personal Information" of a "Consumer" as those terms are defined under the CCPA (referred to hereafter as "Personal Data") that RealPage processes in the course of providing services under the Product Center ("Services") governed by the Agreement to Customer.

RealPage understands the terms in this CCPA Data Processing Statement and agrees to comply with them. The terms of this CCPA Data Processing Statement will prevail in connection with the purpose and scope of this CCPA Data Processing Statement over any conflicting terms in the Agreement.

- 4.1. Customer's Role. The Customer is a for profit entity that determines the purpose and means of processing Personal Data. Customer will provide Personal Data to RealPage solely for the purpose of RealPage performing the Services.
- 4.2. RealPage's Role. RealPage shall provide the Services and process any Personal Data in accordance with the Agreement. RealPage may not retain, use, or disclose Personal Data for any other purpose other than for providing the Services and in performance of the Agreement.
- 4.3. Data Processing, Transfers, and Sales. RealPage will process Personal Data only as necessary to perform the Services, and will not, under any circumstances, collect, use, retain, access, share, transfer, or otherwise process Personal Data for any purpose not related to providing such Services. RealPage will refrain from taking any action that would cause any transfers of Personal Data to or from RealPage to qualify as "selling personal information" as that term is defined under the CCPA.
- 4.4. Sub-Service Providers. Notwithstanding the restrictions in Section 2.3, Customer agrees that RealPage may engage other Service Providers (as defined under the CCPA), to assist in providing the Services to Customer ("Sub-Service Providers"). RealPage carries out appropriate due diligence on each Sub-Service Provider and the arrangement between RealPage and each Sub-Service Provider is governed by a written contract which includes terms substantially equivalent to those set out in this CCPA Data Processing Statement.

- 4.5. Security. RealPage will use commercially reasonable security procedures that are reasonably designed to maintain an industry-standard level of security, prevent unauthorized access to and/or disclosure of Personal Data.
- 4.6. Retention. RealPage will retain Personal Data in accordance with Customer instructions, the terms of the Agreement, or any applicable law(s), whichever requirement is controlling under the circumstances. At the termination of this CCPA Data Processing Statement, or upon Customer's written request, RealPage will either destroy or return Personal Data to the Customer, unless legal obligations require storage of the Personal Data.
- 4.7. Assistance with Consumers' Rights Requests. If RealPage, directly or indirectly, receives a request submitted by a Consumer to exercise a right it has under the CCPA in relation to that Consumer's Personal Data, it will provide a copy of the request to the Customer. The Customer will be responsible for handling and communicating with Consumers in relation to such requests.
- 4.8. Enforceability. Any provision of this CCPA Data Processing Statement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. The parties will attempt to agree upon a valid and enforceable provision that is a reasonable substitute and shall then incorporate such substitute provision into this CCPA Data Processing Statement.