**REALPAGE** *Outperform*

# PRODUCT SPECIFICATIONS FOR
# EMAIL MARKETING SYSTEM

### 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 EMAIL MARKETING SYSTEM

    EMAIL MARKETING SYSTEM provides an email platform that allows onsite teams to generate new leases from email automation campaigns, and build relationships with current residents with agency-designed templates tailored specifically to Licensee's property's brand. EMS provides users with a custom editor that allows them to drag-and-drop content blocks, edit the template layout with columns and spacers, and include social share links and dynamic content. After emails are designed, users can create an automated email program workflow, allowing for triggered emails based on receiver actions, email delays, and A/B testing. The platform also includes a list management feature allowing users to segment their contact lists based on custom description fields and previous email engagements and actions. After email campaigns are sent, the EMS reporting suite gives Licensee real-time analytics on delivery and open rates, bounces, unsubscribes, and email forwards.

3.  DETAILED SPECIFICATIONS FOR EMAIL MARKETING SYSTEM

    This section outlines the major capabilities of EMAIL MARKETING SYSTEM:

    3.1. Each Licensee receives access to the Email Marketing System Dashboard
    3.2. Campaigns
    
        a.  Licensee will be able to create custom email campaigns.
    
        b.  Licensee receives dynamic content insertion.
    
        c.  Access to pre-built customizable email templates.
    
        d.  Access to Image manager.
    
        e.  Ability to fully manage campaigns throughout their life cycle.

  f. Access to campaign reporting that shows performance statistics.

  g. Ability to use custom form addresses.

  h. Ability to test forms for accuracy, prior to sending.

3.3. Contacts

  a. Ability to build resident email address books.

  b. Upload lists of resident contacts to a CSV file.

  c. Ability to create segmented lists.

  d. Ability to suppress contacts.

3.4. Survey and Forms

  a. Ability to create and send custom surveys.

  b. Ability to create custom list signup forms.

  c. Ability to embed forms for websites and landing pages.

3.5. Automation

  a. Ability to use pre-built and custom drip campaigns.

  b. Ability to use triggered content

  c. Ability to use default auto-responders.

3.6. Packages

  a. There are three packages: Essentials, Plus, and Pro.

   (i) Essentials: includes complete access to platform; up to 12,500 emails per month.

   (ii) Plus: includes complete access to platform; up to 25,000 emails per month.

   (iii) Pro: includes complete access to platform; up to 50,000 emails per month.

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. <u>Customer's Role.</u> 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. <u>RealPage's Role.</u> 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. <u>Data Processing, Transfers, and Sales.</u> 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. <u>Sub-Service Providers.</u> 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. <u>Security.</u> 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. <u>Retention.</u> 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. <u>Assistance with Consumers' Rights Requests.</u> 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. <u>Enforceability.</u> 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 invaliding 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.