

PRODUCT SPECIFICATIONS FOR MAINTENANCE SERVICES

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 MAINTENANCE SERVICES

MAINTENANCE SERVICES for RealPage are provided by RealPage Equipment Services, LLC (RES).

Note: The MAINTENANCE SERVICES 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 MAINTENANCE SERVICES Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR MAINTENANCE SERVICES

This section outlines the major capabilities of MAINTENANCE SERVICES:

3.1. Project Scope

- a. RES will provide to Client the following Full-Service Maintenance:
 - (i) RES, whenever practicable, will document key elements of the Equipment including number of columns, operating system, hardware configurations, and installed locations.
 - (ii) RES shall maintain the Equipment in good working order, throughout the Term of the Agreement, subject to the terms and conditions contained herein.
 - (iii) RES shall provide updates to the Operating System for the software components of the Equipment as they are developed and released, throughout the Term of the Agreement, subject to the terms and conditions contained herein.

- (iv) Upon discovery of any system deficiencies, RES shall notify Client as to the nature of the errors. If Client identifies deficiencies, upon discovery Client will notify RES promptly.
 - (v) RES will produce Package Delivery Reports indicating volumes and will monitor Equipment taken out of service as well as possible system errors discovered through the standard communication diagnostics between the Equipment and ActiveBuilding. Errors are defined as non-functioning or non-responsive Equipment.
 - (vi) RES will monitor system performance using Equipment diagnostics. If at any time a locker is taken out of service or fails to respond, RES will contact the Site to troubleshoot infrastructure. Upon confirmation that network and power are provided, if issue cannot be resolved by telephone, a technician will be dispatched.
 - (vii) In the event the property has an infrastructure event (power failure, network failure, etc.), Client will use reasonable efforts to contact appropriate utilities prior to contacting RES.
 - (viii) System will be maintained by RES at 95% Utilization Availability, defined as 95% of lockers being available for delivery services at all times. RES will monitor status remotely and report quarterly on system utilization and performance. If the system drops below 95% utilization, and the issue cannot be resolved remotely, a technician will be dispatched.
 - (ix) RES will use reasonable efforts to minimize interference with Resident's use of the Equipment. Upon reasonable notice, Client shall provide an employee or another authorized representative to accompany RES, its employees, or its subcontractors and shall take all such reasonable steps to provide clear to all locations deemed reasonably necessary by RES, its employees, or subcontractors to provide the Services herein described.
 - (x) RES commits to:
 1. Respond to normal service requests within 24 hours.
 2. Respond to urgent service calls within 8 hours during normal working hours.
 3. Provide 24-hour telephone tech support.
 4. Upon identification of service outage, recover to 95% Availability within 3 working days.
- b. RES will provide to Client the following Basic Service Maintenance:
- (i) RES, whenever practicable, will document key elements of the Equipment including number of columns, operating system, hardware configurations, and installed locations.
 - (ii) RES shall maintain the Equipment in good working order, throughout the Term of the Agreement, subject to the terms and conditions contained herein.
 - (iii) RES shall provide updates to the Operating System for the software components of the Equipment as they are developed and released, throughout the Term of the Agreement, subject to the terms and conditions contained herein.
 - (iv) Upon discovery of any system deficiencies, RES shall notify Client as to the nature of the errors. If Client identifies deficiencies, upon discovery Client will notify RES promptly.
 - (v) Client will monitor Equipment performance. If at any time Equipment is taken out of service or fails to respond, Client will contact RES directly to troubleshoot via telephone tech support. Upon confirmation that network and power are provided, if issue cannot be resolved by telephone, RES will dispatch to the Site a technician to service the Equipment at the then currently hourly rate, plus out of pocket expenses as more fully set forth in Section 3.2.
 - (vi) In the event the Site has an infrastructure failure (power failure, network failure, etc.), Client will promptly attempt to resolve the failure before contacting RES for support hereunder.

(vii) Upon reasonable notice, Client shall provide an employee or another authorized representative to accompany RES, its employees, or its subcontractors and shall take all such reasonable steps to provide clear to all locations deemed reasonably necessary by RES, its employees, or subcontractors to provide the Services herein described.

(viii) RES commits to:

1. Respond to normal service requests within 24 hours.
2. Respond to urgent service calls within 8 hours during normal working hours.
3. Provide 24-hour phone tech support.

3.2. Out of Scope

The following are specifically considered out of scope for the Maintenance Services provided hereunder:

- a. Any pre-existing conditions affecting the Equipment, regardless of the time of discovery.
- b. Any damage to the Equipment caused, either directly or indirectly, by Resident, Client, its employees, agents, or contractors.
- c. Any damage resulting from Client contracting directly with a third party to move Equipment, moving Equipment, or any transport of Equipment without oversight of RES technical support.
- d. Any damage, delay, and/or interruption of service to the Site, including the Equipment, arising from acts of God or nature, labor disputes, civil insurrection, vandalism, sabotage, an action taken by any governmental agency or legislative body, or any other circumstance beyond the control of RES regardless of whether or not such damage, delay and/or interruption was foreseeable.
- e. Any excess time, labor and/or expenses incurred by RES as a result of Client's failure to provide reasonably required access to the Equipment and the Site.

3.3. Assumptions

- a. The Site owner has licensed and maintained a current license of an ActiveBuilding subscription.

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.