

PRODUCT SPECIFICATIONS FOR FLEX DEMAND OPTIMIZER

UPDATED: March 23, 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 FLEX DEMAND OPTIMIZER

FLEX DEMAND OPTIMIZER enables Licensee to examine historical market data and use predictive analytics to maximize leasing performance. Core features include secure login with user validation via Marketing Center, access to key performance indicators to evaluate when a property is underperforming its market, and the ability to receive an underperformance alert to initiate a Flex Campaign for 30 days. FLEX DEMAND OPTIMIZER also includes Flex Dashboard reporting that summarizes campaign results.

3. DETAILED SPECIFICATIONS FOR FLEX DEMAND OPTIMIZER

This section outlines the major capabilities of FLEX DEMAND OPTIMIZER:

3.1. FLEX DEMAND OPTIMIZER Dashboard:

- a. Demand Signals Alerts — Licensee can receive alerts in Marketing Center, at the bedroom level, for a given property. Demand Signal Alerts include:
 - (i) Shortfall Unit Calculation — Alert to Flex sent when Actual 30 Day On-Notice and Available Units counts are projected to be higher, for next 30 days, than the historical Expected Availability for the subject property, combined with lease expiration patterns from Provider’s benchmarks for the relevant market.
 - (ii) Revenue Risk — Calculates the risk associated with not filling the Shortfall Units.
- b. User Initiated Flex Campaigns — “Flex Now” call to action is presented in the Marketing Center for impacted bedroom counts that meet the revenue signal thresholds. Licensee has the authority to initiate a Flex Campaign via the “Flex Now” action.

- c. Flex Spend Amounts — Flex Dashboard provides a recommended budget amount based on the severity of the demand shortfall.
 - d. Flex Spend Confirmation and Payment Terms — During the Flex Campaign initiation, Licensee can proceed with the recommended budget or change the amount. Before submitting the Flex Campaign Request, Licensee must accept (i) the final spend amount, and (ii) the corresponding payment terms. All Flex Campaign spend amounts are billed to Licensee on the next scheduled RealPage invoice.
 - e. Auto Flexing — Permission-based Flex that Licensee's Flex Implementation team can enable for a given property to bypass User-Initiated Flex Control when a revenue risk is reasonably determined.
 - f. Flex Campaign Communication — Used to monitor performance of a Flex Campaign, including email confirmations to Licensee when a User-Initiated Flex Campaign has been triggered or the Auto Flexing of a bedroom count has occurred.
 - g. Flex Campaign Ended/Renewal Communication — Notification provided to Licensee when a 30-day campaign cycle is completed, and includes the option to review the results, or trigger the campaign to renew for another 30-day cycle.
 - h. The Search Engine Marketing Campaign Teams typically takes 12-24 hours to arrange and launch Flex Campaigns.
 - i. Estimated leads counts are provided based on nationwide paid advertising benchmarks; FLEX DEMAND OPTIMIZER does not guarantee the number of leads that may be generated.
 - j. FLEX DEMAND OPTIMIZER requests will be incremental from any ongoing, established SEM campaigns. This enables Provider to measure and quantify the performance of Flex-initiated SEM campaigns.
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.