

PRODUCT SPECIFICATIONS FOR LRO REVENUE MANAGEMENT

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 LRO REVENUE MANAGEMENT

LRO REVENUE MANAGEMENT is a tool for optimizing rental revenue for conventional and affordable multifamily properties using advanced revenue management techniques. The tool uses advanced mathematical and statistical modeling to accurately forecast supply and demand, blended with market response and lease expiration management, to deliver optimal pricing for both new and renewal leases. The system also provides detailed and summary reports to support strategic decision making across portfolios, markets, communities, and unit types.

Primary Capabilities:

- Recommends optimal new and renewal rents to maximize revenue.
- Adjusts rents for specific availability dates, desired move-in dates, and lease terms.
- Produces pricing and availability and renewal batch offers.
- Supports conventional sites, with functionality to support rent-controlled assets.
- Provides decision support reporting for both corporate and operations management.

Note: The LRO REVENUE MANAGEMENT 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 LRO REVENUE MANAGEMENT Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR LRO REVENUE MANAGEMENT

This section outlines the major capabilities of LRO REVENUE MANAGEMENT:

3.1. System Requirements

- a. On-demand application:
 - (i) Requires broadband Internet access, ideally 4 megabits per second (4 Mbps) or greater.
 - (ii) Requires one of the following browsers:
 1. Internet Explorer[®] Version 11 and later
 2. Firefox[®] Version 59.0.1 and later
 3. Chrome[®] Version 65.0 and later

3.2. Interfaces

- a. Accepts nightly batch lease transaction data from the following systems:
 - (i) AMSI[™]
 - (ii) OneSite[®]
 - (iii) Yardi[®]
 - (iv) Entrata[™]
 - (v) MRI[®]
 - (vi) Jenark[™]
 - (vii) RentManager[®]
 - (viii) ResMan[®]
 - (ix) ValencePM[®]
- b. Communicates rent changes through:
 - (i) OneSite[®] Leasing & Rents
 - (ii) Yardi[®] Revenue Management Standard Interfact Plugin (for Yardi Voyager[®])
 - (iii) Pricing and Availability API, third-party syndication, nightly batch exports, or nightly emails

3.3. Forecasting and Optimization

- a. Produces a demand forecast using a fixed demand electricity of supply function
- b. Calculates the rent levels to maximize revenues
- c. Performs forecasting at the floor plan/unit type level by rate type (for example, new and renewal)
 - (i) Refreshes rent recommendations nightly. Rent recommendations are made based on historical observations, supply and demand forecasting, and user-defined parameter settings. The user can manually override recommendations.
- d. Unit Rent Post Processing Adjustments
 - (i) Unit Amenities
 - (ii) Floor Plan/Unit Type pricing offsets
 - (iii) Move-in date
 - (iv) Available date
 - (v) Lease term
 - (vi) Lease expiration management
- e. Reporting
 - (i) Pricing Trend Reports
 - (ii) Lease Audit Report

- (iii) Lease Expiration Management and Analysis
- (iv) Pricing Call Dashboard
- (v) Old to New Differential
- (vi) Revenue Per Unit
- (vii) Rent Trends
- (viii) Availability
- (ix) Weekly report
- (x) Summary Analysis
- (xi) Renewals
- (xii) Competitor Summary
- (xiii) Generates reports in Adobe[®] Acrobat[®] (PDF), CSV, and Microsoft[®] Excel[®] formats in most cases

4. DEPENDENCIES AND USES

- 4.1. Site Owner must provide to RealPage on a timely basis all Site information required to establish effective use of the LRO Revenue Management system.
- 4.2. Site Owner must provide access to extract data daily or on demand from the source property management system.
- 4.3. It is the responsibility of the Site Owner or Management Company to ensure data accuracy. Site Owner or Management Company agrees to adjust data entry procedures and requirements as needed to ensure all data required by LRO is entered correctly and in a timely manner.
- 4.4. LRO shall not be responsible for any loss or liability arising from delays and/or inaccuracies caused by failure of Site Owner to provide required data in a timely manner and or failure of Site Owner to provide correct, complete, or accurate information.
- 4.5. Site Owners may display Pricing and Availability Output on the business-oriented websites that Site Owner controls so long as:
 - a. Such websites include terms of use that specifically restrict third-party visitors (except for general purpose search engines such as Google[®] or Bing[®]) from using automated means (e.g., scraping, harvesting, crawling) or manual collection processes to access or copy website content (including the Output); and
 - b. Site Owners agree to (i) notify RealPage of any known or reasonably suspected violations of the restriction against using automated means or manual collection processes to access or copy website content, and (ii) cooperate with RealPage to investigate any such violations and enforce compliance.
- 4.6. Unless otherwise expressly permitted by contract with a RealPage Party, Site Owners may not provide or syndicate Output to third-party Internet listing services, data aggregators or other similar third parties without RealPage's prior written approval.
- 4.7. If Site Owner licenses from RealPage an application provider interface (API) or other interface designed to permit the transmission of Pricing and Availability Output to a third party on behalf of Site Owner, then Site Owner will cooperate with and will take all reasonable actions requested by RealPage to cause such third party to adhere to such restrictions on use of such Output as RealPage may from time to time require.

5. 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.

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.
- 5.8. 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.