

PRODUCT SPECIFICATIONS FOR LEASESTAR CUSTOM 3D FLOOR PLAN

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 LEASESTAR CUSTOM 3D FLOOR PLAN

LEASESTAR CUSTOM 3D FLOOR PLAN products Products include LeaseStar Custom 3D and LeaseStar 2D CAD Floorplan Drawing.

LEASESTAR CUSTOM 3D FLOOR PLAN offers full license rights for one (1) type of image for use with Site Owner’s marketing program. This is a high-resolution 3D floor plan with lighting, shading, and reflections. Site Owner may choose from a predefined set of furniture styles. LeaseStar Custom 3D Floorplan provides Site Owner with one opportunity to make revisions before the final Product is delivered.

LeaseStar Custom Floorplan Products are meant to be a representation of a Unit and not an exact replica. While a 3D Floorplan will be a copy of a Unit’s 2D Floorplan (with measurements as provided by Site Owner), flooring designs, doors, cabinets, appliances, colors, etc. will not be exactly the same as such Unit.

Note: The LEASESTAR CUSTOM 3D FLOOR PLAN 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 LEASESTAR CUSTOM 3D FLOOR PLAN Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR LEASESTAR CUSTOM 3D FLOOR PLAN

This section outlines the major capabilities of LEASESTAR CUSTOM 3D FLOOR PLAN:

3.1. LeaseStar Custom 3D Floorplan

- a. There will be a copy of the 2D Floorplan and match Site Owner's selections from the implementation form. LeaseStar Custom 3D Floorplan will be furnished with the items from a library of predefined set of furniture styles and displays only of the "livable space" of the Unit. If the original files provided by Site Owner include items such as pools, elevators, gardens, and so on, those will not be represented as part of the Floorplan.
- b. Floorplans may be rotated and displayed in a portrait (vertical) layout, regardless of the orientation of the original files provided by Site Owner.
- c. Site Owner will be able to select the placement of the furnishings within a Unit.
- d. If Site Owner does not indicate the placement of furniture, Provider will determine the placement of the furniture.
- e. Provider will integrate the Product into those compatible LeaseStar Products chosen by Site Owner.
- f. Provider will allow Site Owner to review floorplan(s) before final Product is delivered.
- g. Site Owner will have One round of revisions to final Product free of charge. After one round of revisions the Site Owner will be required to pay a revision fee per floorplan for any additional changes requested.

3.2. LeaseStar 2D CAD Floorplan Drawing

- a. LeaseStar 2D CAD Floorplan Drawing is a to-scale Floorplan created with CAD software.
- b. Provider will display room names and room dimensions on LeaseStar 2D CAD Floorplan Drawing, provided room names and room dimensions were listed in the original files provided by Site Owner. In the event room names and room dimensions are not listed in the original files provided by Site Owner, Provider will add room names and room dimensions to LeaseStar 2D CAD Floorplan Drawing based on current department standards.
- c. When and where necessary, Provider may replace "Closet" with the abbreviated letter "C," "Linen" with the abbreviated letter "L," and at its sole discretion, Provider may abbreviate any other room names if the labels will not fit on LeaseStar 2D CAD Floorplan Drawing.

4. DEPENDENCIES AND USES

- 4.1. Access and use of LeaseStar[®] Product Centers and services ("Products") at a particular Site is governed by an underlying agreement and/or addendum ("Agreement") with RealPage, Inc. or its affiliates ("Provider"). Provider warrants in the Agreement that it will provide the Products subject to the then most current version of these dependencies and uses.
- 4.2. Capitalized terms herein shall have the meaning ascribed to them in the Agreement or the Product Specifications, unless otherwise specifically defined herein.
- 4.3. LeaseStar Custom Floor Plan Products include LeaseStar Custom 3D Floor Plan, LeaseStar Custom 3D Floor Plan with Animated Walkthrough, and LeaseStar 2D CAD Floor Plan Drawing.
- 4.4. Full License. With respect to any LeaseStar Custom Floor Plan Product, and in substitution of the License to access and utilize the LeaseStar Services granted to Site Owner in the Agreement, Provider hereby grants Site Owner a non-exclusive, non-transferable, non-sub licensable License to access, use, modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, and circulate the Custom Floor Plans Product. Provider hereby retains all rights not specifically granted to Site Owner in the Custom Floor Plan Product.

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.