

## DEPENDENCIES AND USES LEASESTAR 2D/3D EXPRESS FLOOR PLANS

UPDATED: January 22, 2020

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.

Capitalized terms herein shall have the meaning ascribed to them in the Agreement or the Product Specifications, unless otherwise specifically defined herein.

### 1. Limited License

With respect to any LeaseStar 2D/3D Express Floor Plan Product identified on an Order Form as a “limited license,” 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 limited, non-exclusive, non-transferable, non-sub licensable license to access and utilize such “limited license” LeaseStar 2D/3D Express Floor Plan Product supplied by Provider solely for use with other compatible LeaseStar Products, specifically excluding LeaseStar Syndication. Site Owner may not modify, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the “limited license” 2D/3D Express Floor Plans Product except as provided herein, without the express written consent of Provider. The media provided to Site Owner as a part of the “limited license” 2D/3D Express Floor Plans Product will be watermarked by Provider, and Site Owner is expressly prohibited from removing such watermarks. Provider hereby retains all rights not specifically granted to Site Owner in the “limited license” 2D/3D Express Floor Plans Product.

### 2. Full License

With respect to any LeaseStar 2D/3D Express Floor Plan Product not identified on an Order Form as a “limited license,” 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 2D/3D Express Floor Plans Product without a “limited license.” Provider hereby retains all rights not specifically granted to Site Owner in the 2D/3D Express Floor Plans Product without a “limited license.”

## 1. 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.

- 1.1. 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.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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.