

PRODUCT SPECIFICATIONS FOR LEASESTAR COMMUNITY PHOTOGRAPHY

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 COMMUNITY PHOTOGRAPHY

LEASESTAR COMMUNITY PHOTOGRAPHY assists Site Owners in marketing properties across electronic and print media.

LeaseStar Community Photography includes:

- Limited or full licensing rights for certain photographic images in the format delivered by Provider to use such images on the Internet and in print advertising depending upon the Product purchased and corresponding license granted.
- Digital photographs of a Site available for download for a limited time

3. DETAILED SPECIFICATIONS FOR LEASESTAR COMMUNITY PHOTOGRAPHY

This section outlines the major capabilities of LEASESTAR COMMUNITY PHOTOGRAPHY:

3.1. Digital Photographs of a Site

- a. Site Owner may purchase (i) the Community Photography – Standard Shoot Product, which entitles Site Owner to a full license to fifteen (15) photographs of the Site, (ii) the Community Photography – Twilight Shoot Product, which entitles Site Owner to a full license to eighteen (18) photographs of the Site, (iii) the Community Photography – Limited License Product, which entitles Site Owner to a limited license to fifteen (15) watermarked photographs of the Site, but do not include any photographs of unfurnished Units, and is only available with certain offerings from Provider, (iv) the Community Photography – Full License Upgrade Product, which is only available to a Site Owner who has purchased the

Community Photography – Limited License Product, and entitles Site Owner to a full license and removal of the watermark for the fifteen (15) photographs of the Site previously provided to Site Owner as the Community Photography – Limited License Product, or (v) the Community Photography – Re-Shoot Product, which entitles Site Owner to have the photographer return to the Site to photograph new or re-photograph prior images of the Site, but does not entitle Site Owner to additional photographs beyond the amount originally purchased, or (vi) the Community Photography – Full License Image Add-On Product, which is only available to a Site Owner who has purchased the Community Photography – Limited License Product, Community Photography – Standard Shoot Product, or Community Photography – Twilight Shoot Product, and entitles Site Owner to a full license to one (1) photograph (including removal of the watermark on such photograph) of the Site previously provided to Site Owner under the Community Photography – Limited License Product, Community Photography – Standard Shoot Product, or Community Photography – Twilight Shoot Product.

- b. Photography shoot schedule is subject to the photographer’s availability. If the photographer cancels the photography shoot at any time for any reason, the photography shoot will be rescheduled at no additional cost to Site Owner.
- c. If Site Owner cancels the photography shoot within 24 hours of the scheduled shoot for any reason, Site Owner shall be responsible for all Fees for such photography shoot, and will not be entitled to any refund of any Fees.
- d. If Site Owner does not have the Site prepared for photography at the scheduled time, the photographer will take such shots as are reasonably available and Site Owner will not be entitled to any refund of any Fees.
- e. Site Owner’s purchase of Community Photography entitles Site Owner to one Site visit for the photography shoot, which takes one to two hours. If Site Owner requires an additional Site visit, Site Owner must purchase the Community Photography – Re-Shoot Product from Provider. Site Owner must schedule the Community Photography – Re-Shoot Product a minimum of sixty (60) days from the originally scheduled photography shoot.
- f. Photographs are taken based on a shot list provided by Site Owner, typically including a mix of interior and exterior shots. Site Owner may specify different angles for the shots.
- g. If a particular shot is unavailable, photographer will take a replacement shot at the photographer’s discretion.
- h. Photographs may be edited to enhance the colors, contrasts, and skies.
- i. Within twenty (20) business days of the shoot, Provider will deliver to Site Owner an e-mail message containing a link to a web site where Site Owner can download the photographs of the Site. The photographs will remain available for download at this link for a period of ninety (90) days from the date of the e-mail message. After ninety (90) days, Provider may take down this link.

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.