

PRODUCT SPECIFICATIONS FOR LEASESTAR DYNAMIC SEM

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 DYNAMIC SEM

LEASESTAR DYNAMIC SEM provides Site Owner with search engine marketing services, developed to enhance search engine visibility through paid advertisements. The SEM Product includes campaign setup, optimization of keywords, advertising copy, keyword bids, budgets, geo-specific targeting, remarketing, reporting, and analysis.

The SEM Product is most effective when Site Owner has purchased separately the LeaseStar Community Website or LeaseStar Corporate Website Product that is hosted by Provider, allowing Provider to make full reporting and landing page modifications.

The SEM Product includes placement on the Google AdWords™ advertising service specifically targeting the Google™ search engine and search network. Notwithstanding anything in the Agreement to the contrary, Provider does not represent, warrant, or guarantee any performance metrics related to lead or lease conversion.

*Notwithstanding anything in the Agreement to the contrary, Provider is supplying the SEM Product “AS IS” and accordingly makes no warranties whatsoever, express or implied, whether oral or written, with respect to the SEM Product, including without limitation, any implied warranties of **merchantability, fitness for a particular purpose**, or non-infringement, or arising from usage of trade or course of dealing or performance. Site Owner agrees to make no claim or file any suit against Provider, whether in contract, tort, strict liability, or otherwise regarding any aspect of the SEM Product. Notwithstanding anything in the Agreement to the contrary, any damages awarded against*

Provider in connection with the SEM Product, whether arising in contract, tort, or strict liability shall not exceed an amount greater than \$100.00 in the aggregate.

Note: The LEASESTAR DYNAMIC SEM 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 DYNAMIC SEM Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR LEASESTAR DYNAMIC SEM

This section outlines the major capabilities of LEASESTAR DYNAMIC SEM:

3.1. LeaseStar Dynamic SEM

- a. The SEM Product performs the following tasks for each Site:
 - (i) **Enhanced Research** - Search marketing research is conducted to identify optimal keywords, bids, and ad copy.
 - (ii) **Google AdWords Setup** - Build out campaigns, ads, keywords, targeting criteria, budgets, bids, and negative keywords.
 - (iii) **Geographic Targeting** - Target keywords and tailor ads to geographic location of Site.
 - (iv) **Targeted Ad Copy** - Leverage amenities, pricing, special offers, and target audience.
 - (v) **Keyword Bidding & Account Optimization** - Ongoing bid and ad optimizations are performed on behalf of Site to maximize account performance.
 - (vi) **Tracking & Reporting** - Google Analytics™ integration, conversion goals, and scheduled reporting are delivered on a monthly basis through email.
- b. The SEM Product will publish locally targeted ads and keywords on the Google AdWords advertising service, on behalf of the Site, from a Site website and/or the web pages relating to the Site if it is part of a larger corporate website.
- c. The following SEM Product building processes are automated using key information from the Site: location, amenities, pricing, specials and promotions, and target resident demographic information. This information helps to inform prospective residents during their search for a new apartment or townhome, but does not include resident-specific information.
- d. Examples of data factors to be used in keywords and ads include:
 - (i) Location (City, State, Neighborhood)
 - (ii) Amenities (Pool, Fitness Center)
 - (iii) Pricing (“Starting at \$X,XXX/Month”)
 - (iv) Target Audience (Military, Student, Senior)
 - (v) Floor Plan (3+ Bedroom Units)
 - (vi) Specials (First Month Free Rent)

3.2. LeaseStar Dynamic SEM Ad Spend

- a. In order to use the SEM Product, Site Owner must also utilize the LeaseStar Dynamic SEM Ad Spend Product (“SEM Ad Spend”), enabling the purchase of ads on Google or Bing™ on a cost per click basis, with a minimum average annual spend of \$3,000 per Site or greater.
- b. Provider will establish a Google AdWords account for the Site, and Site Owner is required to reimburse Provider for all expenses associated with SEM Ad Spend as described below.
- c. Provider will work with Site Owner to establish a Site Owner-approved written monthly budget for SEM Product Ad Spend.
- d. Provider may spend up to the maximum budgeted amount for SEM Product Ad Spend per month per Site on behalf of Site Owner. Site Owner will not have access to the Google

AdWords accounts, but Provider will deliver to Site Owner reports that show delivered clicks and costs on a monthly basis.

- e. Site Owner agrees to reimburse Provider for all the expenses incurred by Provider for the SEM Product Ad Spend.

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.