

PRODUCT SPECIFICATIONS FOR LEASESTAR MYNEWPLACE INTERNET LISTING SERVICE

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 MYNEWPLACE INTERNET LISTING SERVICE

LEASESTAR MYNEWPLACE INTERNET LISTING SERVICE allows Site Owners to drive leads and leasing activity to a Site through consumer advertising.

MYNEWPLACE features different advertising Products to suit different budget needs.

Note: The LEASESTAR MYNEWPLACE INTERNET LISTING SERVICE 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 MYNEWPLACE INTERNET LISTING SERVICE Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR LEASESTAR MYNEWPLACE INTERNET LISTING SERVICE

This section outlines the major capabilities of LEASESTAR MYNEWPLACE INTERNET LISTING SERVICE:

3.1. LeaseStar Premium Lead Subscription

- a. A Site is considered to be a participating Site as soon as the Site is displayed on the MYNEWPLACE website, and billing shall commence at that time.
- b. Site Owner pays only for Billable Leads (as defined below) delivered by Provider while the Site was displayed by Site Owner on MYNEWPLACE.

- c. Site Owner pays \$10 per Billable Lead with a monthly spending cap of 20 Billable Leads per Site per calendar month (\$200 maximum cost per month), regardless of the length of time the Site was displayed by Site Owner on MYNEWPLACE during the month.
 - d. A “Billable Lead” is (i) a connected call from a unique prospective renter to a Site lasting fifteen (15) seconds or longer (including those connected to an answering machine, interactive voice response system or similar automated system), or (ii) a single email message originating from a unique prospective renter on MYNEWPLACE to a deliverable address for the relevant Site on MYNEWPLACE.
 - e. Site Owner will be charged only for the first Billable Lead from a unique prospective renter during an applicable calendar month so long as the unique prospective renter inquires about the same Site for any subsequent Billable Lead during that calendar month. If the same unique prospective renter initiates a Billable Lead for a different Site during the applicable calendar month, or for the same Site, but in a different calendar month, then Site Owner will be charged for such Billable Lead.
 - f. Site Owner does not have the ability to display and not display Sites on MYNEWPLACE at will.
 - g. Direct linking to Site websites or external reservation systems is allowed on the Detailed Listing Page.
 - h. Site Owner receives premium placement on search results pages across MYNEWPLACE and its native applications and is optimized for lead generation.
 - i. A Site listing can include, but is not required to include, the LeaseStar Community Photography – Limited License Product (unless Site Owner has previously received this Product from Provider either separately or in combination with another Product) to showcase the Site from the Detailed Listing Page.
 - j. A Site listing is “verified” by Provider, which means content on amenities, location, and surroundings is featured on the listing.
 - k. Site Owner has the option to receive, but is not required to receive, up to seven LeaseStar 2D/3D Floor Plan–Limited License Products (unless Site Owner has previously received this Product from Provider either separately or in combination with another Product) for use exclusively on the listing and with other permitted LeaseStar Products.
 - l. A Site listing will integrate with LeaseStar Pricing and Availability if purchased separately by Site Owner.
 - m. A Site listing will integrate with LeaseStar Level One Contact Center if purchased separately by Site Owner.
 - n. A Site listing will integrate with LeaseStar Social Referrals if purchased separately by Site Owner.
- 3.2. LeaseStar Premium MYNEWPLACE Listing (formerly LeaseStar Places)
- a. Site Owner pays a fixed monthly fee per Unit for listings regardless of the number of leads sent to a Site in a given month and regardless of the length of time the Site was displayed by Site Owner on MYNEWPLACE during the month.
 - b. A Site is considered to be a participating Site as soon as the Site is displayed on the MYNEWPLACE website, and billing shall commence at that time.
 - c. Site Owner has the ability to display and not display Sites on MYNEWPLACE at will.
 - d. Links to a Site Owner’s website and external reservation systems are allowed on the Detailed Listing Page.
 - e. Site Owner receives premium placement on search results pages across MYNEWPLACE and its native applications and is optimized for lead generation.
 - f. A Site listing can include, but is not required to include, the LeaseStar Verified Community Photography Product to showcase the Site from the Detailed Listing Page.

- g. A Site listing is “verified” by Provider, which means content on amenities, location, and surroundings is featured on the listing.
- h. Site Owner can receive, but is not required to receive, up to seven “limited license” LeaseStar 2D/3D Express Floor Plans for use exclusively on the listing and with other LeaseStar Products.
- i. A Site listing will integrate with LeaseStar Pricing and Availability if purchased separately by Site Owner.
- j. A Site listing will integrate with LeaseStar Level One Contact Center if purchased separately by Site Owner.

3.3. LeaseStar Premium MYNEWPLACE Listing with Guarantee

Includes all of the features of the LeaseStar Premium MYNEWPLACE Listing Product, plus the following:

- a. An aggregate Cost Per Lead (calculation described below) of \$10 or less per Unique Lead for all of the Sites managed by Manager using the LeaseStar Premium MYNEWPLACE Listing with Guarantee Product grouped into Cohorts (as described below).
- b. A “Unique Lead” is defined as (1) a single email message, (2) a single connected phone call eight seconds in duration or longer, (3) a real time availability/reservation session, or (4) a real time online chat session from a unique prospective renter to a Site.
- c. When calculating the Cost Per Lead, all of the Sites that were initially displayed on MYNEWPLACE.com in a particular month will be grouped into a “Cohort.”
- d. The “Guarantee Period” for a Cohort begins on the first day of the month following the month in which the Sites were initially displayed on MYNEWPLACE.com and continue for a period of twelve months (for example, for Sites that were initially displayed on MYNEWPLACE.com in January of 2014 the Guarantee Period is from February 1, 2014 through January 31, 2015).
- e. A Site must be displayed on MYNEWPLACE.com during the entire Guarantee Period. If a Site fails to meet the preceding criteria, then all of the Sites in that Site’s Cohort will be ineligible for the Cost Per Lead guarantee (unless the Site was transferred to another Manager).
- f. The “Cost Per Lead” is calculated by dividing the total Fees paid for the LeaseStar Premium MYNEWPLACE Listing with Guarantee Product by the Site Owner(s) of all of the Sites in a Cohort during the Guarantee Period (less any credits or refunds) by the total number of Unique Leads delivered to those Sites during the Guarantee Period.
- g. Cohort during the Guarantee Period (less any credits or refunds) by the total number of Unique Leads delivered to those Sites during the Guarantee Period.
- h. If the Cost Per Lead for a Cohort is greater than \$10, then Provider will issue a credit equal to the Cost Per Lead minus \$10 multiplied by the total number of Unique Leads delivered to the Sites in the Cohort during the Guarantee Period. The credit amount will be divided by the total number of Sites in the Cohort, and an equal credit amount will be issued to the Site Owner of each of those Sites.
- i. As an example: A Cohort of 10 Sites pays \$24,000 in total Fees for the LeaseStar Premium MYNEWPLACE Listing with Guarantee Product and receives 2,000 Unique Leads during the Guarantee Period. The Cost Per Lead for that Cohort is \$12 (24,000 / 2,000). The Cohort is entitled to a credit amount of \$4,000 ((12 - 10) x 2,000). The Site Owner of each Site will receive a credit amount of \$400 (4,000 / 10).
- j. If Site Owner has Licensed the LeaseStar Marketplace Suite Product at a Site, that Site may not be included in a Cohort.

3.4. LeaseStar Lease Match

- a. Site Owner pays a fixed fee for each participating Site per Lease Match identified while the Site was displayed by Site Owner on MYNEWPLACE and while the Agreement is in force and for sixty (60) days thereafter.

- b. A “Lease Match” is defined as any Renter Activity occurring on or from MYNEWPLACE in connection with a Site in which at least one Data Field is matched by Provider from Renter Activity to any move-in data delivered by Site Owner within the preceding six (6) months.
- c. “Renter Activity” is defined to include (1) an email lead, (2) a phone lead, (3) a real time availability/reservation session, (4) a click through to Site Owner’s corporate or Site website, or (5) a prospective renter registered with MYNEWPLACE who clicks on or views a Detailed Listing Page on the MYNEWPLACE website.
- d. “Data Field” is defined to include (1) first name, (2) last name, (3) an email address, (4) a phone number, (5) move-in date, (6) lease term, or (7) unit number.
- e. Site Owner has the ability to display and not display Sites on MYNEWPLACE at will.
- f. Links to Site websites and external reservation systems are allowed on the Detailed Listing Page.

3.5. LeaseStar Lead Program

- a. Site Owner pays only for the Unique Leads (as defined above) delivered by Provider while the Site was displayed by Site Owner on MYNEWPLACE.
- b. Site Owner will not be charged for prospective renters who make multiple phone calls or send multiple email messages to a Site during the same month, provided Site Owner may be charged twice if a prospective renter both calls and sends email messages to a Site.
- c. A Site is considered to be a participating Site as soon as the Site is displayed on the MYNEWPLACE website.
- d. Site Owner has the ability to display and not display Sites on MYNEWPLACE at will.
- e. Direct linking to Site websites or external reservation systems are not allowed on the Detailed Listing Page.

3.6. LeaseStar Flat Fee Program

- a. Site Owner pays a fixed monthly fee for listings regardless of the number of leads sent to a Site in a given month and regardless of the length of time the Site was displayed by Site Owner on MYNEWPLACE during the month.
- b. A Site is considered to be a participating Site as soon as the Site is displayed on the MYNEWPLACE website.
- c. Site Owner has the ability to display and not display Sites on MYNEWPLACE at will.
- d. Links to Site websites and external reservation systems are allowed on the Detailed Listing Page.

3.7. LeaseStar Featured Property

- a. Site Owner pays for a “highlighted” listing in a top slot for a Site’s geographical area on the MYNEWPLACE search results page in response to consumer searches, which rotates with a limited set of other Sites within the geographical area.
- b. Availability is limited per market and Provider reserves the right to change the number of Featured Property slots per market at any time.

3.8. Complimentary MYNEWPLACE Listing (formerly Free MYNEWPLACE Listing)

- a. Provider, in its sole discretion and without prior written notice to Site Owner, may:
 - (i) Eliminate from the Detailed Listing Page some or all of the MYNEWPLACE Listing Features specified above.
 - (ii) Not include with a Site listing a mobile optimized Detailed Listing Page for mobile web browsers and iPhone and Android applications.
 - (iii) Not include phone call tracking or allow phone numbers to be displayed on the Site listing.
 - (iv) Choose to deploy banner advertising on the Detailed Listing Page.

- (v) Limit the monthly volume of leads sent to Site Owner.
- (vi) Not support data feed services.

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.