

PRODUCT SPECIFICATIONS FOR LEASING & MARKETING—MARKETER AND MARKETER PRIME

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 LEASING & MARKETING—MARKETER AND MARKETER PRIME

LEASING & MARKETING—MARKETER AND MARKETER PRIME for Internet classified services provide tools with optional services accessible through Marketer Home designed to assist Site Owner to create and post Site ads to Internet classified services, track the performance of those ads, and provide reporting insight to assist Site Owners in maximizing leads from Internet classified services, while minimizing training requirements and effort.

Note: The LEASING & MARKETING—MARKETER AND MARKETER PRIME 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 LEASING & MARKETING—MARKETER AND MARKETER PRIME Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR LEASING & MARKETING—MARKETER AND MARKETER PRIME

This section outlines the major capabilities of LEASING & MARKETING—MARKETER AND MARKETER PRIME:

- 3.1. Provides Site Owner with management oversight through Marketer Reports.
 - a. Internet classified services lead metrics represented in multiple discover reports for Site Owner.

- 3.2. Assists Site Owner to create a listing/ad for Internet classified services.
 - a. Floor plan selection
 - b. Unit selection
 - c. Title creation and selection
 - d. Selection of Internet classified services region
 - e. Description editing
 - f. Site image management
- 3.3. Assists Site Owner with management of saved posting titles.
 - a. Create new posting titles.
 - b. Edit existing posting titles.
 - c. Delete posting titles.
- 3.4. Assists Site Owner with management of saved Site descriptions.
 - a. Create new Site descriptions.
 - b. Edit existing Site descriptions.
 - c. Delete Site descriptions.
- 3.5. Assists Site Owner to schedule posts to Internet classified services using Post It! schedules.
 - a. Assign the Post It! Note to the Site Owner for posting.
 - b. Set the posting frequency, days, times, start date, and end date.
 - c. Unlimited schedules may be set up.
- 3.6. Captures and reports on web leads and click through.
 - a. Web leads are captured through the “Contact Us” web form.
 - b. Email leads submitted directly to Site Owner will not be tracked or monitored within the discover dashboard.
 - c. Click-throughs from the ad to Site web site and social media are tracked.
- 3.7. Supports capture and reporting of phone leads.*
 - a. Phone leads are captured and reported within the discover dashboard.
- 3.8. Provides Site Owner access to reports and performance indicators to optimize Internet classified services campaigns.
 - a. Best time to post
 - b. Best day of the week to post
 - c. Best floor plan combination to post
 - d. Best posting title
- 3.9. Supports integration with multiple property management systems.
 - a. Integrates with Site Owner’s property management system to retrieve pricing and insert guest cards.
- 3.10. Offers various services with Marketer Prime.
 - a. Site Owner is entitled to refreshed content one time a month for all saved listings.
 - b. Site Owner receives assistance with management of under-performing marketing channels.

* Phone tracking included with Prime; Site Owner must purchase and implement the Leasing & Rents RS Phone – Tracking Number Product Center to enable this function for phone tracking on non-Marketer Prime accounts.

- c. Site Owner receives assistance with the following tasks on a monthly basis: establish a Site’s campaign, monitor the campaign for issues, provide an overall assessment of the campaign, refresh/create two new custom templates (seasonal and professional), and refresh/create one new Site description.
 - d. Site Owner receives monthly reports depicting Site posting status, account activity, and best practices by region.
 - e. Site Owner is entitled to quarterly calls to review account status.
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.