

## PRODUCT SPECIFICATIONS FOR ON-SITE E-SIGN

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 ON-SITE E-SIGN

ON-SITE E-SIGN capability is an extension of its online application process, allowing the signing ceremony of all lease documents and addenda to take place online. When lease documents are ready for signature, property staff sends email invites to all applicable parties on a lease (applicants, guarantors, etc.) containing a link to a secure online version of the lease. Documents requiring signature are marked clearly and may be e-signed by click or mouse-based signature. Documents can only be accessed by an applicant after confirming their identity by entering the last four digits of their SSN, Canadian social insurance number, tax ID, or unique property provided PIN.

Property staff are notified when all lease documents have been signed and can proceed to counter e-sign the same documents. Fully executed versions of the electronic lease/addenda are stored in On-Site. Authorized property staff also have the ability to countersign multiple documents/leases all at once (in bulk).

On-Site’s Leasing Details page provides property staff with clear visual indicators as to which leases remain unsigned, have been signed by the applicants and need counter signature, and those that are fully signed. Staff can also send follow-up email reminders to applicants with pending signature needs.

Every e-signed lease includes printable signature receipts with embedded thumbnail images. The receipts are stored securely online along with the original lease documents. This allows for convenient retrieval if a document or e-signature is ever challenged in court.

### 3. DETAILED SPECIFICATIONS FOR ON-SITE E-SIGN

This section outlines the major capabilities of ON-SITE E-SIGN:

#### 3.1. Product Configurations

- a. When a lease document has been generated and is ready to be signed, staff must indicate which signers are present in office and which signers to invite by email, i.e. those that will sign remotely, by checking the respective box next to each signer.
- b. Staff also have the ability to designate any or all pages with a Viewed status. In addition to the e-signatures collected, this gives the property a record of which document pages were fully signed, partially signed, or not viewed by the renters.
- c. PMCs can customize their E-sign invite email template at the Company, Region, or Property level.
- d. Turn on/off the ability for site staff to be notified via email when a remote applicant has completed the e-sign process.
- e. Determine which site staff have permission to sign leases and disable in On-Site where needed. Staff disabled to e-sign a lease may still sign holding deposits or any miscellaneous document that is signed before the lease – but not the lease itself.

### 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.