

PRODUCT SPECIFICATIONS FOR ON-SITE ONLINE LEASE RENEWALS

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 ONLINE LEASE RENEWALS

ON-SITE ONLINE LEASE RENEWALS is a tool to allow authorized property staff to electronically prepare, send, and execute online lease renewals for their tenants. Online Renewals integrates with revenue management software, so renewal offers are both price and term optimized. Renewals may be prepared individually or in bulk, and may contain multiple offers (lease terms, rents, other rentable items, etc.) per tenant. Follow-up prompts encourage leasing staff to proactively initiate and manage the renewal process, while customizable On-Site permissions allow designated staff to negotiate terms if needed. Online Renewals works seamlessly with the On-Site E-sign feature, giving residents the option to complete the entire renewal process remotely.

Note: The ON-SITE ONLINE LEASE RENEWALS 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 ON-SITE ONLINE LEASE RENEWALS Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR ON-SITE ONLINE LEASE RENEWALS

This section outlines the major capabilities of ON-SITE ONLINE LEASE RENEWALS:

3.1. Online Renewals Client-Facing Configurations

- a. The ability to set renewal pricing defaults to the On-Site permission levels of General Manager and Regional Manager, although that permission may be restricted, delegated, or reassigned (that is, pricing manager).

- b. Pricing and lease terms can be integrated via the client's revenue management system, or entered manually.
- c. Renewal email notifications to residents may be customized and/or pre-selected Renewal templates may be assigned for use.
- d. Authorized users can edit renewal offer pricing in bulk by either a specified dollar amount or percentage for an entire set of terms, that is, Edit All 1 Year Offers +\$20/month.
- e. Pricing managers can select Show \$/ft² to evaluate/modify rents based on a dollar per square foot metric.
- f. Generally, after pricing has been set and renewal offer drafts are created, the Property Manager(s) will take over the process and send the actual email offers.
- g. Authorized staff have the ability to process multiple offers simultaneously from the Lease Renewals dashboard. Actions that may be processed in bulk include:
 - (i) Resend offer notices
 - (ii) Print offer notices
 - (iii) Update offer expiration dates
 - (iv) Resend E-sign notices
 - (v) Countersign renewal documents
- h. In the event a resident physically signs their lease in the leasing office, there is a staff selectable option to flag the renewal in On-Site as Signed Offline.

3.2. Online Renewals Resident-Facing Activity

- a. Resident receives the renewal offer email invitation—NO renewal terms are contained in the email.
- b. Clicking View Lease Renewal Offer takes the resident to a page where they must confirm their identity by entering either the last 4 digits of their SSN or a PIN given to them securely offline.
- c. When the resident is validated, they can review the renewal options offered to them, including Lease Term and respective term Rent, as well as any Inclusions (such as Pet) and Options (such as Carport).
- d. Resident selects their preferred option by clicking Accept This Offer. If Resident chooses not to sign a lease renewal, they will convert to a month-to-month rent option.
- e. Resident may select a Choose Later option if not ready to commit to the renewal terms/offers.
- f. After accepting one of the renewal offers, the resident must confirm or cancel the selection.
- g. Upon confirmation, the resident will be prompted to E-sign their renewal agreement immediately, completing their part of the process.
- h. Last, an email notification will be sent to property staff that the lease has been signed and is ready to counter-sign.

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.