

PRODUCT SPECIFICATIONS FOR ON-SITE REAL ESTATE BOARD NEW YORK (REBNY) LEASE WITH CUSTOM NEW YORK RIDERS

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 REAL ESTATE BOARD NEW YORK (REBNY) LEASE WITH CUSTOM NEW YORK RIDERS

ON-SITE REAL ESTATE BOARD NEW YORK (REBNY) LEASE WITH CUSTOM NEW YORK RIDERS ON-SITE REAL ESTATE BOARD NEW YORK (REBNY) LEASE W/ CUSTOM NEW YORK RIDERS allows authorized property staff in New York to use the REBNY lease forms for applicant signature for Condo, Co-op, stabilized and non-stabilized units. Documents can be marked for signatures and can be e- signed or physically signed in the office.

In addition to the REBNY lease forms, many statutorily required documents and riders related to the New York market are also available in the On-Site Document directory.

Once the applicant signs the lease documents property staff has the ability to counter sign the same documents. Fully executed versions of the electronic lease/addenda are stored in On-Site. Authorized property staff can also 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 the authenticity of a document or e-signature is ever challenged.

Note: The ON-SITE REAL ESTATE BOARD NEW YORK (REBNY) LEASE WITH CUSTOM NEW YORK RIDERS 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 REAL ESTATE BOARD NEW YORK (REBNY) LEASE WITH CUSTOM NEW YORK RIDERS Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR ON-SITE REAL ESTATE BOARD NEW YORK (REBNY) LEASE WITH CUSTOM NEW YORK RIDERS

This section outlines the major capabilities of ON-SITE REAL ESTATE BOARD NEW YORK (REBNY) LEASE WITH CUSTOM NEW YORK RIDERS:

3.1. On-Site REAL ESTATE BOARD NEW YORK (REBNY) Lease

- a. Property manager can generate lease documents for new leases
- b. REAL ESTATE BOARD NEW YORK (REBNY) Leases are available for units that may be classified as:
 - (i) Co-op
 - (ii) Condo
 - (iii) Stabilized
 - (iv) Non-stabilized
- c. Lease paper work is stored in On-Site
- d. Lease documents can be sent to applicant via email for e-sign or can be signed in the office
- e. Authorized property staff can also countersign multiple documents/leases all at once (in bulk).

3.2. On-Site CUSTOM NEW YORK RIDERS

The On-Site document depository includes statutorily required riders and many additional disclosure forms specifically for the New York market. Not all may be required in every situation and can be added based on the property setup. Some of the riders and disclosures available in the On-Site Document directory include but are not limited to Functional item 2

- a. DHCR Rider
- b. 421-a Rider
- c. Airbnb Lease Rider
- d. Airbnb Rider
- e. Bedbug Guide
- f. Bedbug Infestation History Disclosure
- g. Early Occupancy Rider
- h. Electronic Delivery Rider
- i. Emergency Preparedness Guide Building Information
- j. Gas Leak Notice
- k. Indoor Allergen Hazard Notice
- l. Indoor Allergen Tenant Pamphlet
- m. Lead Paint Booklet
- n. Lead Paint Disclosure

- o. Lead Paint Inquiry
- p. NY Guarantor Agreement (if applicable)
- q. NYC Fire Safety Plan and Emergency Preparedness Guide
- r. NYC Non Smoking Policy Rider
- s. NYC Smoking Policy Rider
- t. Occupancy Rider
- u. Pet Rider
- v. Recycling Notice NYC
- w. Sprinkler Disclosure Lease Rider
- x. Stove Knob Covers
- y. W-8 / W-9
- z. Window Guards
- aa. Fire Safety Plan

Properties that want to add additional documents or forms not available in the On-Site document directory will need to license On-Site custom lease documents separately.

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.