

PRODUCT SPECIFICATIONS FOR ON-SITE UNIT AVAILABILITY

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 UNIT AVAILABILITY

ON-SITE UNIT AVAILABILITY allows properties to make all or selected unit inventory and associated pricing available online to prospective applicants. When it’s fully enabled, applicants can:

- Choose a specific apartment model
- Choose that model’s location from a property map and submit an application
- Pay the required application fee
- Qualify instantly with screening on-demand
- Submit a holding deposit for the selected apartment
- Invite co-applicants to apply

ON-SITE UNIT AVAILABILITY can be integrated with property management software such as Yardi, AMSI, ResMan, and others. It also integrates with leading revenue management services (addl cost) including Yieldstar and LRO, and it will prioritize this dynamic pricing over pricing pulled from the PMS.

Additionally, apartments in the unit availability system can be linked with their associated floorplans on a property’s marketing suite website. Doing so will allow floorplan photos, descriptions, and amenities from the website to appear next to their respective unit in the unit availability module. In turn, linking apartments and floorplans will allow pricing and availability from the property’s unit availability to appear in the property’s website.

Note: The ON-SITE UNIT AVAILABILITY 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 UNIT AVAILABILITY Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR ON-SITE UNIT AVAILABILITY

This section outlines the major capabilities of ON-SITE UNIT AVAILABILITY:

3.1. Customer configurations

- a. Set up availability page with unit types/floorplans, available dates, rent pricing, security deposit, holding deposit amounts, and minimum lease term
- b. Move-in date restrictions – set how far in advance a unit can be placed on hold
- c. Unit availability options – available units may be managed in bulk, by floorplan, or individually
 - (i) Provide descriptions for selected units, i.e. standout amenity, limited time availability, etc.
 - (ii) Set which and how many available floorplans to display
 - (iii) Set order of which available units are displayed
 - (iv) Prioritize featured units (i.e. “specials”)
- d. Apartment hold options
 - (i) Set minimum screening results to maintain a hold on a unit
 - (ii) Set length of hold allowed
 - (iii) Determine if units may be held by an application but without a holding deposit
 - (iv) Send email to applicants when hold expires
- e. Optimized pricing – optimize pricing for different lease terms and move-in dates via integration with Yieldstar or LRO
- f. Determine if Pricing and Availability sync with Revenue Mgt System or Property Mgt System; manual updates required if no integration
- g. Customize notification emails to keep renters current with the status of their application, desired unit, and hold status/expiration

3.2. Specifications Applicable to Screening on Demand

- a. Property must have real-time unit availability enabled for their online applications. This feature is what allows applicants to pick and apply to a specific unit.
- b. Property must have on-demand screening enabled. Only applicants that meet their rental criteria should be allowed to submit a holding deposit.
- c. Property must be using a third-party payment processor (i.e., PayLease) to handle the holding deposits.

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.