

PRODUCT SPECIFICATIONS FOR OPSADVANTAGE

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 OPSADVANTAGE

OPSADVANTAGE provides members savings on goods and services they purchase regularly for maintenance, operations and repair (MRO), through discounts that are negotiated on behalf of the members’ collective buying power.

OPSADVANTAGE is particularly suited for mid-market portfolios as it allows them to capture the same level of purchase savings that larger portfolios derive through in-house purchasing programs. OPSADVANTAGE delivers time and incremental dollar savings, in addition to purchase savings, to members and participating suppliers as a result of an automated process. Orders can be placed, managed, and invoiced online to provide process savings and a faster purchasing cycle when the OpsTechnology system is leveraged.

Note: The OPSADVANTAGE 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 OPSADVANTAGE Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR OPSADVANTAGE

This section outlines the major capabilities of OPSADVANTAGE:

3.1. Membership

- a. Membership is available to all qualifying businesses and its authorized users.

- b. OPSADVANTAGE reserves the right to refuse membership to any applicant and membership is revocable without cause.
- c. Membership is subject to any and all rules adopted by OPSADVANTAGE including our privacy policies and practices, and they may be amended from time to time without notice.

3.2. Membership and Fees

- a. Membership entitles you to pre-negotiated discounts from Suppliers that participate in the OPSADVANTAGE Member Savings Program.
- b. Membership is valid by executing the OpsTechnology Master License Agreement and corresponding Order Form.
- c. Members must submit log on information when entering the OPSADVANTAGE Online Marketplace and when making purchases online.
- d. Report lost or stolen Membership log on information to OPSADVANTAGE immediately at servicerequests@opstechnology.com.
- e. Memberships may be terminated at the discretion of OPSADVANTAGE. Membership log-in information remains the property of OPSADVANTAGE and may be suspended at the discretion of OPSADVANTAGE.
- f. Memberships are not transferable.
- g. Limit one membership per site.

3.3. Membership Renewal, Additions, Cancellations

- a. Renewal notices will be sent by email, fax, U.S. mail, or notice posted on the OPSADVANTAGE/OpsTechnology Marketplace web site.
- b. Renewal fees are due no later than the last day of the month of membership expiration.
- c. Renewal fees may be paid online at www.opsadvantage.com. Credit Card holders may charge their membership fees automatically to a credit card; the card will be charged on the first day of the renewal month.

3.4. Payment

- a. Checks and credit cards are accepted.
- b. OPSADVANTAGE does not accept manufacturers' discount coupons or other retail establishment discount coupons.
- c. The primary member is responsible for purchases made by any additional members.
- d. In the event that either the primary member or additional member has a check returned by the bank, the primary will make good the face amount of the check upon demand, plus a reasonable service charge and other expenses incurred.
- e. If any legal action is brought by or on behalf of OPSADVANTAGE to collect payment on a check, the member writing the check will be liable for reasonable fees and costs of collection.

3.5. Sales and Use Taxes and Resale Certificates

- a. The member agrees to pay OPSADVANTAGE any sales, excise, use or ad valorem tax that is imposed on the sale price of the items purchased. The member agrees that in the event they fail to pay OPSADVANTAGE such tax, they will hold OPSADVANTAGE harmless and indemnify OPSADVANTAGE from any claim, loss, assessment or expense occasioned by such non-payment. In addition, OPSADVANTAGE membership will be subject to immediate forfeiture.
- b. If any merchandise is being purchased for resale, the member shall have a valid resale license number on file with OPSADVANTAGE and shall notify OPSADVANTAGE. Such declaration, and the products purchased there under, shall be recorded on a "Certificate for Resale." Sales tax will not be charged at the time of purchase only on those products the member states are specifically for resale; all other products subject to tax will be deemed taxable.

- c. In the event any product that was purchased for resale (tax free) is subsequently consumed or used in any manner which creates or imposes a sales or use tax, member agrees to report and pay to the proper taxing authority any tax due, including penalties and interest.

3.6. Privacy

- a. We respect your right to privacy and our Privacy Statement outlines our policies and practices in detail.
- b. The privacy statement can be found at <https://market.opstechnology.com>.

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.