

PRODUCT SPECIFICATIONS FOR PROPERTYWARE TENANT SCREENING (LEASINGDESK)

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 PROPERTYWARE TENANT SCREENING (LEASINGDESK)

PROPERTYWARE TENANT SCREENING (LEASINGDESK) Propertyware’s Tenant Screening powered by LeasingDesk is an end-to-end, integrated decision tool providing management with a centralized, standardized way to analyze and approve leasing application activity at all sites.

3. DETAILED SPECIFICATIONS FOR PROPERTYWARE TENANT SCREENING (LEASINGDESK)

This section outlines the major capabilities of PROPERTYWARE TENANT SCREENING (LEASINGDESK):

- Straightforward, objective, and consistent recommendations on every application.
- A rules-based screening decision profile(s) that can be controlled by the management company and can be adapted to each property.
- Availability of multiple screening decision profiles to handle multiple types of applicants, including cosigners, set-asides, and roommates.
- Advanced rules-based, decisioning logic gives clients the opportunity to place greater weight on credit history related to housing expense (for example, landlord or utility collections, evictions, etc.) or filter out certain categories of negative credit information (for example, medical or student loans).
- Fraud detection, evictions, and criminal search options – from a criminal and eviction database with more than 200 million records.
- Basic Screening Service National criminal searches. As part of the optional criminal screening service, LeasingDesk automatically searches its entire online criminal and sex offender registry databases based on the applicant and site addresses as well as those returned by the Identify Verification Services (accesses Public Record data). This “follow me” logic only searches jurisdictions available

within the RealPage criminal database and does not include manual or criminal jurisdictions available in the Advanced Screening Service unless those criminal search features are enabled (additional fee required).

- Advanced Screening Service Manual criminal searches. When enabled, this feature searches for criminal records in areas outside of the LeasingDesk criminal database based on stated applicant address(es) and/or other addresses associated with the applicant based on public records. Advanced Screening Service requires additional fees, and an additional surcharge may apply to manual criminal searches depending on the county(ies) searched. Results may be delayed up to several days.
- National Sex Offender Search. All criminal searches also include a search of LeasingDesk’s entire sex offender registry database.
- Criminal Records Matching on Name Only. Several States have removed some or all Date of Birth data from publicly available criminal records, or only provide the offender’s age in lieu of a full Date of Birth. Because Date of Birth is a critical element used to match background screens with offender records, if an offender record is found to be a match with an applicant’s name (as entered or based on aliases found in public records, the sex offender record will be displayed and flagged with a “Name” matching indicator. Further, because the record cannot be matched to any data beyond the individuals’ names, the record is NOT used in the decision. “Criminal Records Matching on Name Only” are provided for further investigation and may include a photo of the offender. Decisions should not be made solely based on these “name match only” records without further investigation. If desired, the application can be configured to ignore any criminal records associated with a “name match only.”
- Identify Verification provides additional addresses affiliated with the applicant which can improve the accuracy of credit, criminal, and eviction results.
- Standard access to a database of thousands of terrorist and most wanted fugitive names, aliases, and dates of birth are searched from several federal agency databases.
- Integration with Propertyware provides a single database, password, user interface, and support resources

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.