

## PRODUCT SPECIFICATIONS FOR REALPAGE PHOTOGRAPHY: Community, Twilight, Matterport 3D Spaces, and 360 Panoramic Photography

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 REALPAGE PHOTOGRAPHY

REALPAGE PHOTOGRAPHY assists Site Owners in marketing properties across electronic and print media.

- Limited or full licensing rights for certain photographic images in the format delivered by Provider to use such images on the Internet and in print advertising depending upon the Product purchased and corresponding license granted.
- Digital photographs of a Site are available for download for a limited time.

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

### 3. DETAILED SPECIFICATIONS FOR REALPAGE PHOTOGRAPHY

This section outlines the major capabilities of REALPAGE PHOTOGRAPHY:

#### 3.1. Digital photographs of a Site

- a. Site Owner may purchase:

- (i) the LeaseStar Community Photo and 360 Images Product, which entitles Site Owner to up to twenty-five (25) photographs of the Site, and five (5) 2D high-resolution 360-degree panoramic photos;
- (ii) the LeaseStar Community Photo, Matterport 3D, & 360 Images Product, which entitles Site Owner to up to twenty-five (25) photographs of the Site, five (5) 2D high-resolution 360-degree panoramic photos, and up to three (3) Matterport interior tours of units only, and requires the LeaseStar Content Services Hosting Fee;
- (iii) the LeaseStar Twilight Photography Images Product, which entitles Site Owner to a full license to eighteen (18) photographs of the Site, as of 1/1/2018 LeaseStar Twilight Photography Images Product, which includes full licenses to up to twenty-five (25) photographs of the Site;
- (iv) the LeaseStar Photo, Twilight, Matterport 3D, & 360 Images Product, which entitles Site Owner to up to twenty-five (25) photographs of the Site, five (5) 2D high-resolution 360-degree panoramic photos, and up to three (3) Matterport interior tours of units only, and requires the LeaseStar Content Services Hosting Fee;
- (v) the LeaseStar Community Photography Images Product, which entitles Site Owner to the full license to fifteen (15) photographs of the Site, as of 1/1/2018 LeaseStar Community Photography Images Product will receive full licenses to up to twenty-five (25) photographs of the Site;
- (vi) the LeaseStar Community Photography – Limited License Product, which entitles Site Owner to the limited license to fifteen (15) photographs of the Site, as of 1/1/2018 LeaseStar Community Photography – Limited License Product will receive the limited licenses for up to twenty-five (25) watermarked photographs of the Site, but does not include any photographs of unfurnished units and is only available with certain offerings from Provider;
- (vii) the LeaseStar Matterport 3D & 360 Images Product, which entitles Site Owner to up to three (3) Matterport interior tours of units only, and five (5) 2D high-resolution 360-degree panoramic photos; and requires the LeaseStar Content Services Hosting Fee
- (viii) the LeaseStar Community Photography License Upgrade, which is only available to a Site Owner who has purchased a limited license to the LeaseStar Community Photography – Limited License Product, and includes fifteen (15) full license photos free of watermark, as of 1/1/2018 the LeaseStar Community Photography License Upgrade Product will receive full licenses and removal of watermark for up to twenty-five (25) high-resolution 2D photos of the Site previously provided to Site Owner under the LeaseStar Community Photography Images – Limited License Product;
- (ix) the LeaseStar Comm./Twilight Single-Img Lic. Upgrade/Add-On Product, which is only available to a Site Owner who has purchased a LeaseStar Community Photo and 360 Images, or a LeaseStar Community Photography Images, or a LeaseStar Community Photo, Matterport 3D, & 360 Images, or a LeaseStar Photo, Twilight, Matterport 3D, & 360 Images, or a LeaseStar Twilight Photography Images, and entitles Site Owner to a full license to one (1) photograph, free of watermark, of the Site previously provided to Site Owner under a LeaseStar Community Photo and 360 Images, or a LeaseStar Community Photography Images, or a LeaseStar Community Photo, Matterport 3D, & 360 Images, or a LeaseStar Photo, Twilight, Matterport 3D, & 360 Images, or a LeaseStar Twilight Photography Images;
- (x) the LeaseStar 360 Exterior Panoramic Images, which entitles Site Owner to up to five (5) 2D high-resolution 360-degree panoramic photos;
- (xi) the LeaseStar Comm., Matterport, or Twilight–Re-shoot Fee Product, which entitles Site Owner to have the photographer return to the Site to photograph new or re-shoot prior images of the Site, but does not entitle Site Owner to additional photographs beyond the

amount originally purchased and must be photographed within of ninety (90) days from the originally scheduled photography shoot.

- b. The LeaseStar Annual Hosting Fee for year one (1) and subsequent years covers hosting and maintenance costs. Required for the LeaseStar Community Photo, Matterport 3D, & 360 Images product, the LeaseStar Photo, Twilight, Matterport 3D, & 360 Images product, and the LeaseStar Matterport 3D & 360 Images product.
- c. All photography shoot schedules are subject to the photographer's availability. If the photographer cancels a photography shoot at any time for any reason, the photography shoot will be rescheduled at no additional cost to Site Owner.
- d. If Site Owner cancels the photography shoot within 24 hours of the scheduled shoot for any reason, Site Owner shall be responsible for all Fees for such photography shoot, and will not be entitled to any refund of any Fees.
- e. If Site Owner does not have the Site prepared for photography at the scheduled time, the photographer will take such shots as are reasonably available and Site Owner will not be entitled to any refund of any Fees.
- f. Site Owner's purchase of a shoot entitles Site Owner to one (1) Site visit for the photography shoot, which takes one to two hours. If Site Owner requires an additional Site visit, Site Owner must purchase the LeaseStar Comm., Matterport, or Twilight–Re-shoot Fee Product from Provider. Site Owner must schedule the LeaseStar Comm., Matterport, or Twilight–Re-shoot Fee Product a minimum of sixty (60) days from the originally scheduled photography shoot.
- g. Photographs are taken based on a shot list provided by Site Owner, typically including a mix of interior and exterior shots. Site Owner may specify different angles for the shots.
- h. If a particular shot is unavailable, photographer will take a replacement shot at the photographer's discretion.
- i. Photographs may be edited to enhance the colors, contrasts, and skies.
- j. For the LeaseStar Community Photo and 360 Images or the LeaseStar Community Photography Images, or the LeaseStar Community Photo, Matterport 3D, & 360 Images, or the LeaseStar Photo, Twilight, Matterport 3D, & 360 Images, or the LeaseStar Twilight Photography, Provider will deliver to Site Owner, within twenty (20) business days of the shoot, an e-mail message containing a link to a web site where Site Owner can download the photographs of the Site. The photographs will remain available for download at this link for a period of ninety (90) days from the date of the e-mail message. After ninety (90) days, Provider may take down this link.
- k. For the LeaseStar Community Photo and 360 Images or the LeaseStar Community Photo, Matterport 3D, & 360 Images, or the LeaseStar Photo, Twilight, Matterport 3D, & 360 Images, or the Matterport 3D Spaces and 360 Panoramic Photography Images, or the LeaseStar 360 Exterior Panoramic Images, Provider will upload to Google Street View, within twenty (20) business days of the shoot, the 360 Panoramic Images of the site.

#### 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.