

PRODUCT SPECIFICATIONS FOR REALPAGE LIFESTYLE VIDEOS

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 LIFESTYLE VIDEOS

REALPAGE LIFESTYLE VIDEOS assists Site Owners with marketing properties across electronic media and the internet.

The major capabilities of REALPAGE LIFESTYLE VIDEOS include:

- Limited or full licensing rights for certain video images in the format delivered by Provider to use such images on the internet and electronic devices depending upon the Product purchased and corresponding license granted.
- Limited licensing includes production of the video. There are reoccurring charges for monthly hosting and streaming, and the Video On-Going Service, which includes mobile delivery for video, Peace of Mind Services, access to stats, and training. Provider retains ownership of the video.
- Full licensing right includes production of the video, a full-resolution buyout file of the video, and all rights to the video.

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

3. DETAILED SPECIFICATIONS FOR REALPAGE LIFESTYLE VIDEOS

This section outlines the major capabilities of REALPAGE LIFESTYLE VIDEOS:

3.1. LIFESTYLE VIDEOS

- a. Site Owner may purchase
 - (i) The Basic Location Video – One 60-second HD video without customizations, which includes client logo, contact information, stock photos and location footage chosen by producer.
 - (ii) The Overview/LifeStyle Basic Video – One 60-second to 90-second HD video without customizations, which includes client logo, photos provided by the client of one model plus exteriors and amenities, stock location footage provided by Provider of surrounding area/neighborhood location, intro/closing graphics, choice of text graphics and music options.
 - (iii) The Overview/LifeStyle Video – One 60-second to 90-second HD video with choice of lower thirds text graphics or voiceover narration and music option from extensive music library, which includes onsite shoot of one (1) model, exteriors, amenities, and choice of surrounding area location shots such as retail shops, restaurants, and so on.
 - (iv) Now and Later Video – One 60-second HD “Now” video with mix of photos/renderings provided by client and stock video footage of surrounding area locations. On site shooting not included, and one 60-second to 90-second HD “Later” video, which includes an onsite shoot of one model, exteriors, amenities, and choice of surrounding area location shots such as retail shops and restaurants. Both the “Now” and “Later” video include intro/closing graphics, choice of lower thirds text graphics or voiceover narration, and music option from extensive music library.
 - (v) Custom Video – One Custom HD video, which includes a la carte custom pricing and options as well as storyboard and custom theme assistance.
 - (vi) Ellipse Film Studio Video App – One 30-second to 60-second edited video from best clips shot on the app includes client logo, contact information, stock photos and location footage chosen by producer, graphics and lower thirds text throughout video, transitions and/or color filters and music option from extensive music library, and includes branding: logo and website on video (provided by client). Producer will allow one round of edits from Client.
- b. A la Carte Custom Options, which could be added to any LifeStyle Video include:
 - (i) 3D Animated Graphic Renderings, which include up to three sequences of time lapse graphics or furniture rendering to show optimization of the available space.
 - (ii) Cinematic Style, which includes equipment upgrade that gives smooth film look with vertical motion and depth to enhance your video.
 - (iii) Color Filter Effects, which include added color filter effects to enhance the overall look of your video and making it unique.
 - (iv) Graphics-Intro/Closing, which include opening and closing of video with community logo in motion.
 - (v) Customized Graphics, which include in-depth motion graphics throughout the video to compliment your video’s story.
 - (vi) Drone Footage – Some areas are restricted due to FAA regulations; other effects can be done if in restricted area to achieve a similar result.
 - (vii) Filming Additional Day – Maximum of eight additional hours of video shooting.
 - (viii) Filming Additional Model or Locations, which includes an additional model or additional areas filmed than is included in the standard package.
 - (ix) Interviews/Resident Testimonials, which includes adding testimonials of real residents promoting your community in the video (this upgrade requires an on-site Producer and travel will be quoted separately).
 - (x) Night Time Shots – Additional time spent by videographer to shoot evening footage.

- (xi) Talent – Provider works with an agency to secure on-camera talent when needed. Audition reels or headshots are provided to client prior to selection/hiring.
- (xii) Additional Round of Edits – Editing sessions above the two rounds of edits included in the LifeStyle Video package will be charged on an hourly basis.
- c. Each video includes limited or full licensing rights for certain video images in the format delivered by Provider to use such images on the internet and electronic devices depending upon the Product purchased and corresponding license granted.
- d. Full licensing right includes production of the video, a full-resolution buyout file of the video, and all rights to the video.
- e. Limited licensing includes production of the video. There are recurring charges for monthly hosting and streaming, and the Video On-Going Service, which includes mobile delivery for video, Peace of Mind Services, access to stats, and training. Provider retains ownership of the video.
- f. Video Shoot schedule is subject to the videographer’s availability. If the videographer cancels the video shoot at any time for any reason, the video shoot will be rescheduled at no additional cost to Site Owner.
- g. If Site Owner cancels the video shoot within 48 hours of the scheduled shoot for any reason, Site Owner shall be responsible for all fees for such video shoot, and will not be entitled to any refund of any fees.
- h. If Site Owner does not have the Site prepared for video at the scheduled time, the videographer will take such shots as are reasonably available and Site Owner will not be entitled to any refund of any fees.
- i. Site Owner’s purchase of LifeStyle Videos entitles Site Owner to one Site visit for the video shoot, which takes four to eight hours. If Site Owner requires an additional Site visit, Site Owner must purchase the Filming Additional Day Product from Provider.
- j. Videos are based on a shot list provided by Site Owner, typically including a mix of interior and exterior shots and neighborhood locations. Site Owner may specify different angles for the shots.
- k. If a particular shot is unavailable on the day of the video shoot, videographer will not shoot it and the shot will not be available for the video.
- l. Within 4-6 weeks of the shoot, Provider will deliver to Site Owner an email message containing a link to a web site where Site Owner can log on to review the video of the Site. The video will remain available for review at this link for a period of 30 days from the date of the email message. Provider will consider all video presentations to be approved by Site Owner if Site Owner has not requested changes within 30 days from the date the video presentation or re-edit is delivered to client.

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.