

PRODUCT SPECIFICATIONS FOR REALPAGE PAYMENTS RESIDENTDIRECT

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 PAYMENTS RESIDENTDIRECT

REALPAGE PAYMENTS RESIDENTDIRECT — (the “Payments Service”) is an online bill payment service that enables residents of apartment communities to pay their rent and other charges through a resident web portal.

Payor-Agent

RealPage Payments Service (RPPS) is providing the Payments Service to residents as payor-agent. RPPS contracts with Site Owners to authorize settlement of transactions and integrate with the property resident web portals.

Payments submitted to RPPS through the Payments Service are not deemed payments to Site Owner until the funds have been settled in the Site Owner’s designated operating account.

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

3. DETAILED SPECIFICATIONS FOR REALPAGE PAYMENTS RESIDENTDIRECT

This section outlines the major capabilities of REALPAGE PAYMENTS RESIDENTDIRECT:

3.1. Payment Types

- a. ACH (Automated Clearing House)
 - (i) Online ACH Originations
 - 1. (WEB-S): Internet initiated single payments through a checking/savings account.
 - 2. (WEB-R): Internet initiated recurring payments through a checking/savings account.
 - (ii) Credit or Debit Card:
 - 1. Online Card Transactions Originations: Internet initiated single and recurring payments through credit or debit card.
 - 2. Branded Card Options: VISA, MasterCard, Discover

3.2. Payment Methods

- a. Online Payments (ACH/CARD):
 - (i) Ability for a resident to authorize and process a single or recurring transaction through a secure web site.
- b. Returns /Chargebacks:
 - (i) Returns: ACH that are returned for non-payment; most common return reasons are:
 - 1. Insufficient funds
 - 2. Account closed
 - 3. Unable to locate account
 - 4. Invalid account number
 - 5. Unauthorized debit to consumer account
 - (ii) Chargebacks: The return of the original card transaction from the Issuer when a specific rule or regulation may have been violated.

3.3. Additional Functionality

- a. User Administration:
 - (i) Ability for a designated user to add, delete, and maintain users' rights and roles within the Payments Service system.
- b. Reports:
 - (i) Bank Deposit Summary:
 - 1. Reflects payments on account by bank deposit, return activity, and deposits received for the period.
 - (ii) Bank Deposit Details:
 - 1. Reflects bank deposit transaction activity posted for the bank deposit selected.
 - (iii) Bank Reconciliation Report:
 - 1. Reflects bank deposits that have settled to a bank account, as well as details from the Bank Deposit Summary report for comparison.
 - (iv) View Imported Transactions:
 - 1. Provides the ability to query payment transaction activity using a series of filters.
 - (v) Preauthorized Payment Tool:
 - 1. Provides the ability to view scheduled, processed, failed, and disabled preauthorized payments.

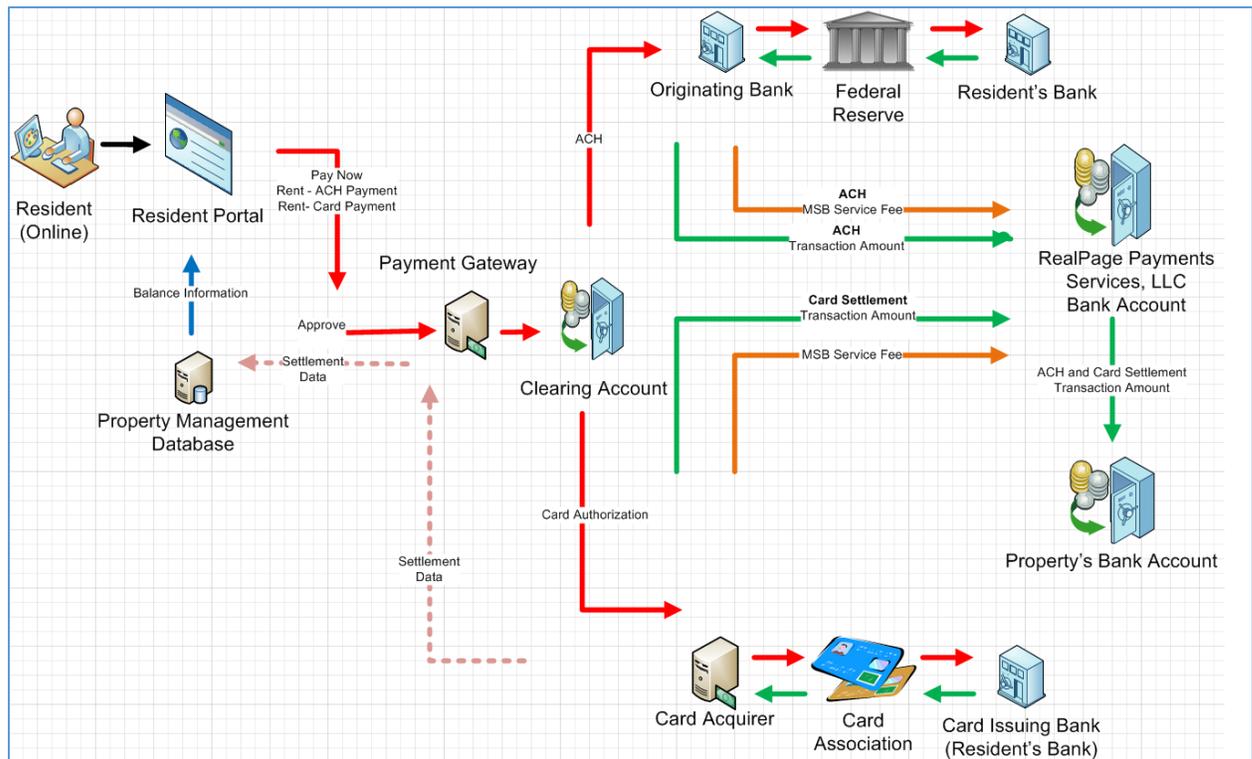
(vi) Transaction Summary Tool:

1. Provides a breakdown of transactions by categories for audit purposes.

(vii) Reconcile Split Payment Tool:

1. Provides sites that use the Split Payment functionality a way to reconcile their bank accounts when a single payment needs funds moved to different bank accounts.

3.4. Product Transaction Workflow—Online Payments



- a. Resident uses RealPage Resident Portal product to process an immediate payment for living expenses.
- b. Resident chooses to process either an ACH or a Card payment (site setting).
- c. RPPS, LLC system validates that the resident can make a payment.
- d. RPPS, LLC system processes the payment:
 - (i) ACH:
 1. Payment is immediately posted to the Resident's ledger.
 2. Payment Gateway batches transactions on a nightly basis for each bank day and sends the batches of payments to the Originating Bank.
 3. Originating Bank sends the batches to the Federal Reserve.
 4. Federal Reserve forwards the transactions to the Receiving Bank (Resident's Bank).
 5. Receiving Bank debits the funds the next business day from the resident's bank account and the funds are credited bank through the Federal Reserve to the Originating Bank into a RealPage Payments Services ResidentDirect Entity bank account (FBO RealPage Clients).
 6. Based upon the underwriting timeframe, the Payment Gateway debits RealPage bank account and credits site bank account by ACH Credit.
 7. Funds are available in the site's bank account the next business day.

8. ResidentDirect transactions are reconciled daily and the transaction amount minus the service fee is distributed to the client.
- (ii) Debit and Credit Card:
 1. Payment Gateway sends card data to Card Acquirer.
 2. Card Acquirer sends card data to Card Association (Visa, MasterCard, Discover, American Express).
 3. Card Association sends card data to Resident's card issuing bank (example, Bank of America).
 4. Card issuing bank approves the transaction and sends approval to Card Association.
 5. Card Association sends approval to Card Acquirer.
 6. Card Acquirer sends approval to Payment Gateway.
 7. Payment Gateway sends approval to RealPage, Inc.
 8. RealPage, Inc. provides approval confirmation to Resident.
 9. Payment is immediately posted to the Resident's ledger.
 10. Card issuing bank pushes the transaction funds to Card Acquirer by ACH credit.
 11. Card Acquirer receives funds and places the funds into a RealPage Payments Services ResidentDirect Entity bank account (FBO RealPage Clients) until the payments are settled.
 12. RealPage, Inc. sends a consolidated ACH credit to the site bank account for the card funds.
 13. RealPage, Inc. reconciles the transactions and funds to clients on a daily basis transaction amount minus the service fee.

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.