

PRODUCT SPECIFICATIONS FOR SURVEYS & REFERRALS

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 SURVEYS & REFERRALS

SURVEYS & REFERRALS provides Licensee with the ability to send surveys to Site residents and other individuals through an email list or automatically through event-driven triggers, as well as a social media referral campaign service and toolset for implementing social marketing campaigns.

Surveys & Referrals replaces the following products:

- LeaseStar Social Surveys
- LeaseStar Social Referrals (formerly known as RentMineOnline™)

Surveys features include:

- Questions that are either pre-loaded by Provider or custom-made by Licensee.
- Delivery that is scheduled or event-driven.
- Delivery to Site residents or a custom list defined by Licensee.
- Aggregation of survey responses for analysis by Licensee.

Referrals features include:

- Setup, management, launch, and support for email-based campaigns.
- Campaign tracking in the Reporting dashboard.
- Incentive fulfillment on behalf of Licensee for resident campaign participation.
- Integration with third-party incentive partner for providing various gift card options locally and nationally on the Referral campaigns.

- Ability to share the Referral campaign on social networks including Facebook®, Twitter®, and LinkedIn®.

Licensee may, in its sole discretion, offer incentives to Site residents for participation in Referral campaigns.

Note: The SURVEYS & REFERRALS 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 SURVEYS & REFERRALS Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR SURVEYS & REFERRALS

This section outlines the major capabilities of SURVEYS & REFERRALS:

3.1. Surveys Campaign Tool

- Licensee can create and deliver an unlimited number of custom surveys to Site residents.
- Provider will facilitate two Surveys Campaigns for Licensee.
 - For each Surveys Campaign, Provider will work with Licensee to create the survey and schedule the delivery of the survey to the Site residents.
- Using the Surveys Product, Licensee can create, manage, and analyze surveys for purposes including:
 - Resident satisfaction
 - New move-in
 - Lease renewal
 - Maintenance request
 - Lost prospects
- Licensee can configure touch point surveys that are automatically sent by email to Site residents based on the following events:
 - Lease renewal
 - Post work order
 - Post move-in
 - Post tour
 - Post move-out

3.2. Referral Campaign Tool

- Referrals provides a sample campaign email format for approval by Licensee.
- Licensee is responsible for supplying Provider with access to certain required resident information from Licensee's property management system (OneSite®, Yardi®, etc.). Referrals can provide sample scripts or instructions for Licensee to extract resident contact information from certain third-party property management systems. Required resident information includes:
 - First name
 - Last name
 - Email address
- Licensee, in its sole discretion, determines what incentives will be provided to residents for participation (see below).
- Referrals sends campaign email messages to Licensee's resident contacts.

3.3. Campaign Process and Incentives

- a. Campaigns conducted through Referrals typically have two components:
 - (i) A Referrals Participation Incentive Product (“Incentive”), which is intended to encourage Licensee’s residents to enroll in the campaign service. Incentives are tracked by Referrals and delivered by Provider to Licensee’s residents on behalf of Licensee.
 - (ii) A referral bonus, which is an amount determined and paid by Licensee, in Licensee’s sole discretion, directly to Licensee’s residents. The amount is stated in the campaign email message, but is not tracked or managed by Referrals, and Provider has no responsibility to pay or track the referral bonus.
- b. Licensee must specify to Provider two parameters for each campaign:
 - (i) The maximum number of Incentives to be issued for that campaign per Site, which is implemented as the first “N” residents to enroll after the campaign email message is sent.
 - (ii) The dollar amount of each Incentive.
- c. Referrals allows Licensee’s residents to enroll in the campaign for up to 180 days, based on option chosen by Licensee, after the campaign email message is sent. Incentives are only provided during this period, and only up to the maximum number designated by Licensee on Referrals.

3.4. Resident Referral Account Tools

- a. Referrals provides a resident configuration interface, which allows residents to enroll and configure information required to participate in the campaign. Residents can configure campaign channels including:
 - (i) Email (Google Mail™ webmail service, AOL® service, Yahoo!® Mail, Microsoft® Outlook®)
 - (ii) Twitter
 - (iii) Facebook
 - (iv) LinkedIn
- b. Referrals provides self-service instructions for the resident to send email messages or post messages through each supported campaign channel.
- c. Provider delivers Incentives to the qualifying residents on behalf of Licensee.

3.5. Campaign Tracking Tools

- a. Referrals provides Licensee with an interface to monitor the results of social campaigns and the distribution of referral marketing messages. This tracking includes a time-based view with key metrics such as:
 - (i) Email messages sent with open, click, unsubscribe, and bounced message counts
 - (ii) Number of participating residents through Facebook, Twitter, LinkedIn, and email
 - (iii) Number of friends reached through Facebook, Twitter, LinkedIn, and email
 - (iv) Facebook referrals
 - (v) Email referrals
 - (vi) Facebook, Twitter, and LinkedIn shares

3.6. Surveys & Referrals User Acceptance Testing (“UAT”) Environment

- a. Surveys & Referrals – UAT
 - (i) Licensee must purchase separately the Surveys & Referrals Product to be eligible to purchase the Surveys & Referrals – UAT Product.
- b. The Surveys & Referrals – UAT Product is a clone of Licensee’s Surveys & Referrals Product, and includes the same features as the Surveys & Referrals Product.

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.