

PRODUCT SPECIFICATIONS FOR REALPAGE UTILITY MANAGEMENT ACCOUNTING SERVICES

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 UTILITY MANAGEMENT ACCOUNTING SERVICES

REALPAGE UTILITY MANAGEMENT ACCOUNTING SERVICES uses the OneSite Accounting platform to provide outsourced property accounting services, including general accounting, bank reconciliation, research, and statement preparation. Trained Utility Management personnel set up a chart of accounts, authorized vendors, accounting methods, and fiscal periods as designated by the client.

Note: The REALPAGE UTILITY MANAGEMENT ACCOUNTING SERVICES 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 UTILITY MANAGEMENT ACCOUNTING SERVICES Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR REALPAGE UTILITY MANAGEMENT ACCOUNTING SERVICES

This section outlines the major capabilities of REALPAGE UTILITY MANAGEMENT ACCOUNTING SERVICES:

3.1. Implementation Services

- a. RealPage Utility Management personnel set up the client’s chart of accounts, authorized vendors, accounting method, and fiscal periods in OneSite Accounting under the direction of the client
- b. Accounting services set up authorized users of the system and their corresponding privileges

- c. RealPage Utility Management assists in documenting the application of the client's key accounting procedures under the direction of the client
- d. RealPage Utility Management assists site owner staff in training on use of Accounting Services and the accounting software. RealPage Utility Management provides training materials by phone, web-based instruction, and/or e-mail outlining the processes and benefits of the program. In addition, subject to additional charge, RealPage Utility Management may offer in-person training in certain major cities
- e. After implementation, RealPage Utility Management assigns an Accounting Services coordinator to interface with site and owner personnel to facilitate the collection of data necessary to conduct accounting operations

3.2. Recurring Operations

- a. RealPage Utility Management maintains site budgets and site forecasts, reforecasting on a monthly or quarterly basis with input from site owner
- b. Partner budgets are maintained, with certain extra fees to apply if more than two partners are involved in a particular site
- c. Accounting Services manages the approved vendor list for the properties
- d. Accounting Services reviews transactions and ensures that they are properly accounted for. Charge adjustment journals are maintained
- e. Accounting Services monitors client bank accounts to ensure that payments are processed and reconcile the accounts
- f. Accounting Services reports monthly, quarterly, and annual deviations from approved budget variances or transaction variances to the designated client in a timely manner

3.3. Reporting

- a. Accounting Services prepares monthly, quarterly, and annual financial statements by the 15th day of each month following the close of an accounting period to the extent information is available, unless otherwise directed by the client. Periodic report packages include:
 - (i) Monthly and year to date income statement with budget comparison
 - (ii) Lease and occupancy changes
 - (iii) Cash flow statement, year to date and monthly
 - (iv) Balance sheet
 - (v) Detailed general ledgers
 - (vi) Bank statements and reconciliation
 - (vii) Receivable aging report with notes detailing collection efforts
 - (viii) Aged accounts payable
- b. Month end reports are reviewed by the property accountant and the supervising manager before being forwarded to the client for final approval
- c. Additional custom reports are provided as designated in the applicable statement of work for site owner

3.4. Tax and Audit Support

- a. Accounting Services assists in providing necessary documentation to support third party audit and tax preparation services

4. Site Owner Obligations

4.1. Implementations

- a. Client must make key site and management personnel available for training and implementation services

- b. Client must provide access to an operating account (for deposit of resident payments and processing of property payables), an interest bearing trust account (for resident deposits), and other accounts as deemed necessary by the owner
- c. Client must provide a chart of accounts, property budget, authorized vendors, accounting method, and fiscal periods to RealPage Utility Management Accounting Services
- d. Client must communicate key accounting policies that should be adhered to in standard operating procedures

4.2. Recurring Operations

- a. Client must ensure funding is available in each applicable operating account to fund the operation of the site and to maintain positive cash flows at all times
- b. Client must provide access to all information needed to provide accurate and timely accounting services for the site, including but not limited to inventory items, purchasing activity, and resident invoice data
- c. Client will be responsible for making accounting treatment decisions that are not addressed by the policies and procedures as documented during implementation
- d. RealPage Utility Management shall not be responsible for any loss or liability arising from delays and/or inaccuracies caused by failure of site owner to provide RealPage Utility Management any required data in a timely manner and/or failure of site owner to provide correct, complete, or accurate information

5. 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.

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.

- 5.7. 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.
- 5.8. 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.