

## PRODUCT SPECIFICATIONS FOR REALPAGE UTILITY MANAGEMENT RESIDENT BILLING

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 RESIDENT BILLING

REALPAGE UTILITY MANAGEMENT RESIDENT BILLING provides a program to bill occupants directly for their utility charges. Clients using software integrated with RealPage Utility Management can receive the additional benefits of the RealPage Utility Management™ Convergent Billing Invoice which allows residents to receive and pay a single bill reflecting rent, utility charges, and other resident charges.

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

### 3. DETAILED SPECIFICATIONS FOR REALPAGE UTILITY MANAGEMENT RESIDENT BILLING

This section outlines the major capabilities of REALPAGE UTILITY MANAGEMENT RESIDENT BILLING:

#### 3.1. Training and Support

- a. RealPage Utility Management assists site owner’s staff with implementation and training of billing services
  - (i) Provides training and training materials outlining the processes and benefits of the program.

- (ii) Training is conducted by phone, web-based instruction, and/or email. In-person training in certain major cities may be available for an additional charge.
- (iii) All resident inquiries should be directed to site personnel, who will, in turn, follow the RealPage Utility Management support procedures.

### 3.2. Utility Charge Calculations

- a. RealPage Utility Management receives site's master water, sewer, and energy bills and enters them into RealPage Utility Management systems.
- b. RealPage Utility Management enters submetered water, sewer, and energy reads from site owner's vendors of sub-metered services for the purpose of creating charge calculations.
- c. RealPage Utility Management uses commercially reasonable efforts to generate invoices for each occupant in compliance with state and local rules and regulations for water, sewer, and energy billing using commercially acceptable and mutually agreed to calculations.
- d. RealPage Utility Management provides estimated usage for inoperable meters for a site's approval so that occupants continue to receive bills for utilities. The site owner assumes all liability associated with its failure to adequately maintain meters, including but not limited to liability for estimating usage beyond the maximum period permissible by applicable law. RealPage Utility Management, in the sole exercise of discretion, may at any time cease providing estimated usage from inoperable meters, unless the site is under a service agreement with RealPage Utility Management.
- e. RealPage Utility Management posts water, sewer, and energy charges to site owner's lease accounting system, where the lease accounting system is a supported RealPage Utility Management application<sup>1</sup>, and where (i) site owner has granted RealPage Utility Management access and (ii) the lease accounting system terms of use permit RealPage Utility Management access.

### 3.3. Standard Utility Bill Presentment

- a. RealPage Utility Management sends to the designated site owner representative for each site an electronic utility pre-bill report for approval prior to the mail date; provided RealPage Utility Management has been given the materials and time to process all utility invoices, resident activities, and submeter reads. RealPage Utility Management offers the following types of pre-bill reports:
  - (i) A comprehensive pre-bill report, outlining charges detail to all Units; or
  - (ii) A pre-bill exception report, outlining key differences from the last period charges (*for example*, move-ins, vacant units, higher-than-average consumption, zero consumption, and so on). Clients can customize the parameters flagged on the pre-bill exception report.

If desired, a site owner representative can waive this monthly requirement and accept RealPage Utility Management calculations. This must be done in writing to the director of resident billing services and assumes that pre-bill reports for included sites are considered approved by the site owner representative.

- b. For Collection Services customers, RealPage Utility Management will use commercially reasonable efforts to calculate late fees for utility bills in compliance with state and local jurisdictional rules for utility late fees.
- c. After site owner has approved a pre-bill report, RealPage Utility Management prints and mails invoices to occupants with remittance directed to the address specified by site owner

### 3.4. Convergent Bill Presentment

- a. RealPage Utility Management provides all services described in standard utility bill presentment, plus:

- (i) RealPage Utility Management merges rent, late fees, small balances, water, sewer, and energy charges into a single convergent bill. The convergent bill includes occupant consumption data (for sub-metered sites) or the allocation factor (for RUBS Sites).
- (ii) Calculate prorated utility charges that can be posted to occupant's final account statement within OneSite to permit site owner to capture utility charges on move-outs
- (iii) Merge messages that can be customized by each site.
- (iv) Present convergent bills on a paper invoice with remittance slip and return envelope mailed to each occupant. A convergent bill includes one sheet of paper. Additional sheets of paper incur additional charges per page.

### 3.5. Reports

a. The reports listed below are available at the site level:

- (i) PreBill Reports
- (ii) Averages
- (iii) Billing Detail
- (iv) Billing Statistics
- (v) Billing Summary
- (vi) Submeter Status Detail

## 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.
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- <sup>1</sup>See RealPage Utility Management representative for list of supported lease accounting systems.