

PRODUCT SPECIFICATIONS FOR REALPAGE UTILITY MANAGEMENT PAYMENT PROCESSING 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 PAYMENT PROCESSING SERVICES

REALPAGE UTILITY MANAGEMENT PAYMENT PROCESSING SERVICES payment processing for vendor invoices. The Site Owner or property manager, as applicable (“Client”), determines payment priority and the pace of owner distributions. This service assumes that the OneSite Property Management System, including OneSite Leasing & Rents, OneSite Purchasing, and OneSite Accounting, are implemented and being used to manage customer properties and their residents in order to provide Payment Processing Services.

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

3. DETAILED SPECIFICATIONS FOR REALPAGE UTILITY MANAGEMENT PAYMENT PROCESSING SERVICES

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

- Processing of vendor payments for a Site
- Processing of owner/investor distributions for a Site
- Set up Authorized Users of the System and their corresponding privileges

3.1. Implementation Services

- a. Works with Client to establish access to Client operating account and protocols for payment processing with the bank
- b. Assists Client in setting up payment methods in the OneSite property management system
- c. Assist in the setup of any necessary RealPage products not already in place
- d. Document the Client's payment priorities. Failure to meet any payment obligation is solely the responsibility of the Client
- e. Document the Client's approval processes, including documenting which invoices require no approval to pay and which invoices require approval to pay. Client provides contact information for their designated approvers and specifies the authority each approver has by invoice type and/or dollar amount
- f. Provide training to approved vendors on the proper method of submitting invoices for payment with proper documentation
- g. Assist Site staff in training on use of Payment Processing Services and the system. RealPage Utility Management provides training materials by phone, web-based instruction, and/or email 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

3.2. Recurring Operations

- a. RealPage Utility Management personnel review resident transactions each business day and confirm that the transactions are posted per the Client's instructions
- b. RealPage Utility Management personnel initiate approved payments from the Client Operating Account for vendors within three business days of their approval. Payments are processed electronically as a primary preference, and via manual check as a backup. Manual checks will be processed using a MICR printer located in a secure RealPage location
- c. RealPage Utility Management will make an effort to verify that funds are available in the accounts before processing payments. If Client accounts have insufficient funds to process vendor payments or owner distributions, payments are processed in the priority outlined in the Agreement and the appropriate Site Owner contact will be notified. Where the applicable Operating Account(s) contain insufficient funds to make all payments, RealPage Utility Management will notify Client, and Client shall cause Site Owner to promptly remit into the Operating Account(s) sufficient funds to fund all required payment obligations. RealPage Utility Management is neither responsible nor liable for its service levels in the event that insufficient funds are available to pay Client obligations
- d. Payment Processing Services is available to answer questions from Site Owner or Site Accounting Services within one business day of any request, excluding holidays and weekends
- e. Payment Processing Services works with vendors to confirm proper documentation has been provided before processing payments

3.3. Reporting

- a. Payment Processing Services provides access to regular reports to Site Owner, including:
 - (i) Transaction detail by date or date range
 - (ii) Transaction event reports that allow the tracking of individual transactions or types of transactions
- b. Additional Custom reports will be provided as designated in the applicable Statement of Work for Site Owner.

3.4. Tax and Audit Support

- a. Upon client request, Payment Processing Services will provide reports from OneSite Accounting to support third party audit and tax preparation services

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.