

PRODUCT SPECIFICATIONS FOR REALPAGE VENDOR CREDENTIALING—RISK ADVISORY 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 VENDOR CREDENTIALING—RISK ADVISORY SERVICES

REALPAGE VENDOR CREDENTIALING—RISK ADVISORY SERVICES provide Site Owner clients and their agents (“Clients”) access to qualified professionals to provide review, consultation, and recommendations for the type(s) and amount(s) of insurance that vendors providing goods or services to the Client should be required by the Client to maintain. The service may also include the review of policy endorsement documents submitted by a vendor that have not been previously identified by the Client as acceptable to meet its endorsement requirements, with recommendations provided to the Client as to whether the reviewed endorsements should be considered adequate to meet those requirements.

Advisory services are provided on an appointment basis when the need is for a general review of the Client’s insurance requirements program and on demand when there is a need to review policy endorsement documents submitted by a vendor.

Risk Advisory Services are not provided by legal professionals and do not constitute or include the provision of any legal advice.

3. DETAILED SPECIFICATIONS FOR REALPAGE VENDOR CREDENTIALING—RISK ADVISORY SERVICES

This section outlines the major capabilities of REALPAGE VENDOR CREDENTIALING—RISK ADVISORY SERVICES:

3.1. System

- a. Perform an initial review of any then-current insurance requirements the Client has for its vendors, including targeted review, as applicable, of any clauses in contracts between Client and vendors that specify insurance requirements for vendors, solely to assess the consistency of such clauses with Client’s stated insurance requirements.
- b. Provide recommendations for any additions or revisions to the Client’s current vendor insurance requirements, based on information provided by the Client and other relevant factors, which may include items such as the type of goods or services to be provided by the vendors, industry practices, coverage cost, and availability.
- c. Conduct reviews of the Client’s vendor insurance requirements program, semi-annually or as requested by the client, to identify any recommended changes to insurance requirements and/or to clauses in contracts between Client and its vendors
- d. Upon Client’s request, review and provide feedback on vendors’ proposed changes to clauses in contracts between Client and its vendors who are specifying insurance requirements.
- e. Upon Client’s request, provide other consultative services relating to Client’s vendor insurance requirements and vendor compliance program; for example, discussion of Client’s vendor insurance requirements and tracking capabilities within the RealPage Vendor Credentialing platform with Client’s insurance broker.
- f. Respond to requests from either the Client or a vendor seeking to be credentialed for that Client to determine if a submitted policy endorsement will satisfy the Client’s endorsement requirement for the relevant insurance coverage.

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.