REALPAGE
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PRODUCT SPECIFICATIONS FOR
REALPAGE VENDOR PAYMENTS

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 PAYMENTS

    REALPAGE VENDOR PAYMENTS Services provides 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 RealPage Spend Management (OpsBuyer) is implemented and being used to manage customer procurement and invoice processing in order to provide Vendor Payment Services.

    RealPage is providing the Payments Service to Site Owner and all payments submitted by Site Owner through RealPage Vendor Payments Services shall constitute payments to the Vendors providing goods and services to the Site Owner. RealPage Vendor Payments Services provides the following:

    - Implementation services
    - Recurring operations
    - Reporting

    Note: The REALPAGE VENDOR PAYMENTS 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 VENDOR PAYMENTS Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR REALPAGE VENDOR PAYMENTS

This section outlines the major capabilities of REALPAGE VENDOR PAYMENTS:

3.1. Vendor Payments Service

    a. Provides processing of vendor payments for the Client.

    b. Integral part of the overall spend management process for the Client.

    c. Facilitates payment for the vendors directly from the OpsBuyer platform.

    d. Adds payment functionality encapsulated and tightly integrated with the procurement and invoice processing capabilities of the system.

    e. Able to track and manage spend from single OpsBuyer platform, starting from the inception of the transaction with order creation, through the middle of the process with invoice processing to the tail end with payment processing.

3.2. User Permissions

    a. To support processing of payments, Client will setup authorized personnel with one or multiple payments related permissions available in the system as follows:

        (i) Request Payment—allows user to create a payment request for single or multiple approved unpaid invoices

        (ii) Edit Payment—allows user to change payment amounts and apply discounts

        (iii) Approve Payment—allows user to approve single or multiple payment requests for the processing that encompasses collection of the fund from the Client account and payments to the vendor

    b. Regardless of user permissions, payment request and authorization is a two-step process: users with request and approve permissions are required to approve requests in a separate step.

3.3. Invoice Eligibility

    a. Only approved and unpaid invoices are eligible for payment request. Invoices with Pending ROG Approval, Rejected, or Pending Workflow Approval status are not eligible for payment and will be unavailable for inclusion in the payment request. Approved invoices with active payment request will be not eligible for payment request, that is, Payment Status of Pending Payment Approval or Pending Payment Processing.

3.4. Process Flow

    a. Approved Invoices will be exported to the Client accounting system marked for payment from OpsBuyer.

    b. Authorized user will initiate payment processing by creating Payment Request for single or multiple invoices.

        (i) Authorized user can modify amount of payment for each invoice in Payment Request by applying a discount percentage/amount and a credit amount.

    c. Authorized user will approve Payment Request.

        (i) Authorized user can remove invoices included in the Payment Request one invoice at a time, or reject the entire Payment Request.

    d. For Approved Payment Requests system will create one AR and one AP record for every invoice in the RealPage Payment Administration system.

    e. AR records will be used to collect funds from the Site account.

        (i) Failure to collect funds will prevent RealPage to make payment to the vendor.

    f. Upon collection of the fund from the Client, Payment record is created and submitted to the Payment Processor.

g. Payment processor will process payment requests received before 10 A.M. CST on the same day. Payment requests received after 10 A.M. CST will be processed by 10 A.M. CST the next business day.

h. Payment processor will send payment processing confirmation to the RealPage Payment Administration.

i. Payment details will be exported and shown in the Payment History section of the invoice in the OpsBuyer and exported to the Client's accounting system.
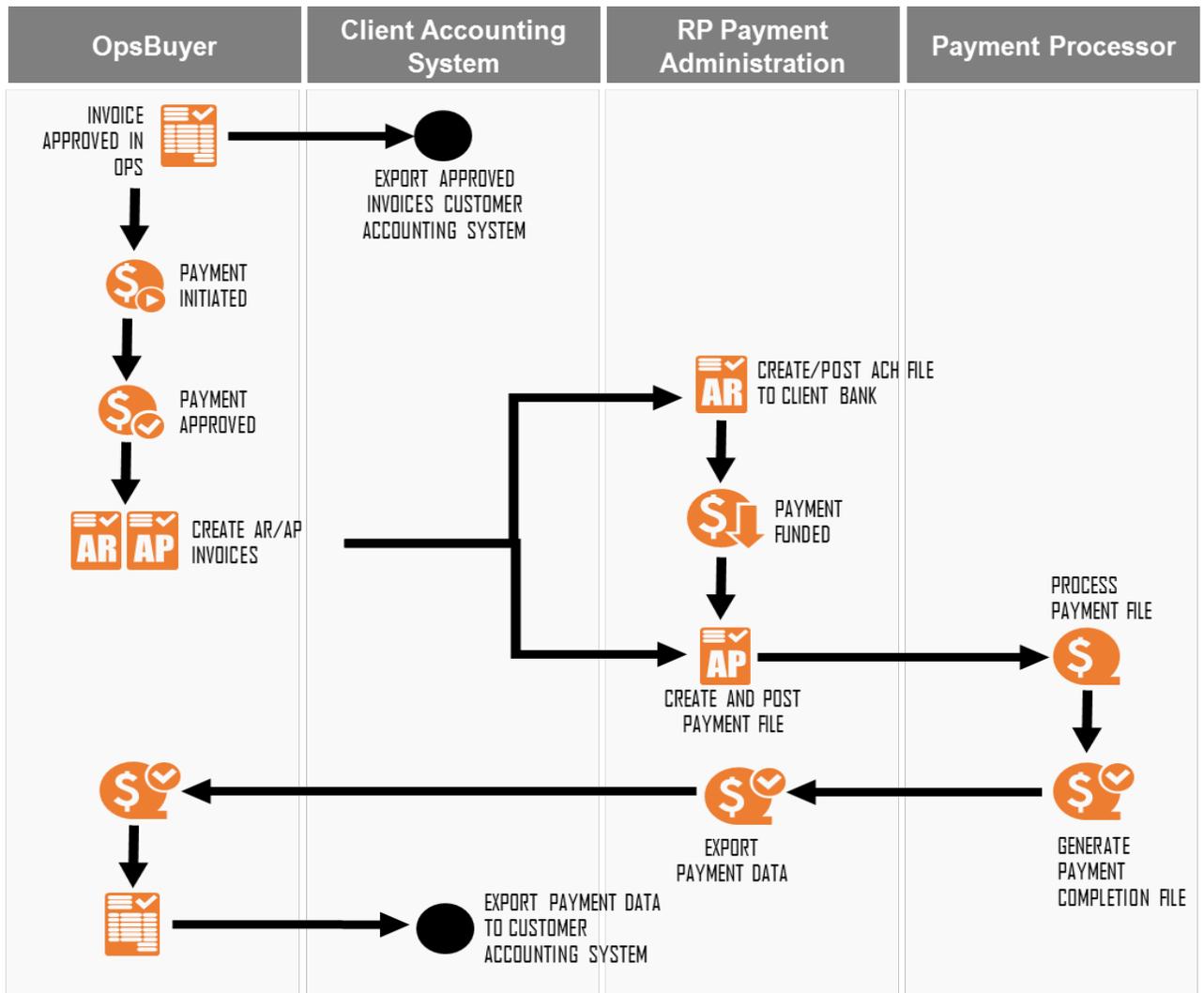
3.5. Implementation Services

a. Works with Client to establish access to Client's operating account and protocols for payment processing with the financial institution.

b. Assists in the setup of any necessary RealPage products not already in place.

c. Documents the Client's approval processes and assists, if needed, in setting authorized users for Payment Request creation and approval.

d. Assists Site staff in training on use of Vendor Payment Services and the system.

3.6. Recurring Operations

a. RealPage Payments Administration personnel will initiate fund transfer for approved Payment Request from the Client Operating Account within one business day of Payment Request approval.

b. RealPage Payments Administration will make an effort to verify that funds are available in the accounts before processing payments. If Client's accounts have insufficient funds to process vendor payments, processing of the payments will be halted, and the Client's contact will be notified. RealPage Vendor Payments is neither responsible nor liable for its service levels in the event that insufficient funds are available to pay Client obligations to the vendors.

c. Payment Processing Services will be available to answer questions from Site Owner or Site Accounting Services within two (2) business days of any request.

3.7. Reporting

a. Payment Processing Services provides access to payment information via OpsBuyer's OpsInsight reports.

4. Client Responsibilities

4.1. Implementation

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

b. Client must provide access to each Operating Account(s) and take all required steps to provide to RealPage Vendor Payments Services the authority to make debit and credit entries to the G/L accounts.

c. Client must provide contact information for their designated approvers and specify the authority each approver has by invoice type and/or dollar amount.

d. Client will provide documentation of critical procedures that the payment processing team is expected to follow.

4.2. Recurring Operations

a. Client must ensure funding is available in the Operating Accounts to maintain positive cash flows at all times.

b. Client must provide access to all information needed to provide accurate and timely payment processing services for the Site. This includes timely approval of payments presented to an authorized designee of the Client to ensure a timely payment is received by a vendor.

c. Client will respond in a timely manner to questions from the RealPage Vendor Payments Administration team that requires Client input.

d. RealPage Vendor Payments Services shall not be responsible for any loss or liability arising from delays and/or inaccuracies caused by failure of Site Owner/Client to provide any required data mentioned in a timely manner and/or failure of Site Owner/Client 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. <u>Customer's Role.</u> 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. <u>RealPage's Role.</u> 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. <u>Data Processing, Transfers, and Sales.</u> 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. <u>Sub-Service Providers.</u> 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. <u>Security.</u> 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. <u>Retention.</u> 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. <u>Assistance with Consumers' Rights Requests.</u> 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. <u>Enforceability.</u> 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 invaliding 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.