

PRODUCT SPECIFICATIONS FOR REVENUE FORECAST

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 REVENUE FORECAST

REVENUE FORECAST allows Site Owner (or a manager acting as authorized agent for Site Owner) (a “User”) to obtain a systematically generated five-year rent roll forecast based on a Site’s historical activity and, in most cases, proprietary market projection data from MPF Research. Additionally, Users may create and save customized forecast scenarios by copying the system-generated scenarios and modifying them with User-defined projection values to cause the Product to generate custom forecasts.

Note: The REVENUE FORECAST 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 REVENUE FORECAST Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR REVENUE FORECAST

This section outlines the major capabilities of REVENUE FORECAST:
Revenue Forecast is a web-based tool that performs the following functions:

3.1. Creates a Five-Year Property-Level Revenue Forecast

- a. Revenue Forecast aids a Site Owner’s forecasting efforts by systematically analyzing that Site’s historical activity and available MPF market research data to generate a five-year rent roll forecast for the Site. The Revenue Forecast system automatically generates one or both of the following default forecast scenarios:

- (i) Property History Default Forecast: Revenue Forecast creates a default forecast (a “Property History Default Forecast”) based on a Site’s historical activity by taking the Site’s average growth rate over time, perpetuating how rent has performed in the past and extending those trends into the future. At least two years of stable historical rent data is required for Revenue Forecast to create a Property History Default Forecast.
- (ii) MPF Default Forecast: If a Site is located in a defined metropolitan market area covered by MPF Research, then Revenue Forecast will generate a second default forecast scenario (an “MPF Default Forecast”) for that Site the first time the User views that Site within the Revenue Forecast Product. Revenue Forecast indexes a Site’s history to MPF Research’s quarterly report statistics, analyzing the Site’s historical performance as compared to the market as defined by MPF. Then, using the MPF-published forecast, the Product generates a forecast for the Site consistent with that history. If a Site is not located in a defined metropolitan market area covered by MPF Research, then no MPF Default Forecast will be created for that Site.

3.2. Allows Users to Create and Save Customized Forecast Scenarios

- a. Revenue Forecast allows Users to create customized forecast scenarios that are based on the default scenarios calculated by Revenue Forecast. In order to customize a default scenario, a User must:
 - (i) Copy a selected system-generated default forecast scenario,
 - (ii) Modify projected executed rent and/or future target occupancy,
 - (iii) Run the modified scenario to create a satisfactory custom forecast, and
 - (iv) Save and name the custom scenario.
- b. Users can edit their custom scenarios in two ways:
 - (i) Simple Edit: The Simple Edit function allows Users to change projected rent and occupancy values, run the forecast, and save custom changes, but inputs and metadata stay the same, so the values and time frame will never change from the day the edits were saved.
 - (ii) Advanced Edit: The Advanced Edit function allows Users to change projected rent and occupancy values, run the forecast and save the edits. With an Advanced Edit, Users can return to the system one or more months from the time that they saved their custom changes, and Revenue Forecast will refresh inputs and metadata and advance the horizon date for the saved custom forecast to five years from the current month.
- c. In the creation of scenarios, Revenue Forecast displays the result of custom changes in executed rent and occupancy only to the point that is allowed within the constraints of an existing rent roll. In-place leases and average days vacant must be considered in the forecast.
- d. Projected occupancy percentages are User-defined inputs that serve as targets for the forecasts generated by Revenue Forecast. In order to generate a forecast that achieves such targets, Revenue Forecast will adjust vacancy periods between leases within the User-defined constraints. Users should be aware that setting aggressive input values for these parameters may result in forecasts with lower accuracy due to logical constraints.
- e. Unsaved customized scenarios are deleted nightly.

4. DEPENDENCIES AND USES

4.1. Introduction

- a. Access and use of the Revenue Forecast Product Center and services (“Product”) are governed by a Products and Services Master Agreement and YieldStar Terms and Conditions, or other underlying agreement and/or addendum (“Agreement”) with RealPage, Inc. or its affiliates (“Provider”). Provider warrants in the Agreement that the Product will perform the

functions applicable to the Product set forth in the most current version of the applicable Product Specifications, subject to the most current version of these Dependencies and Uses.

- b. Capitalized terms used in this document have the meanings given to them in the Agreement unless otherwise specifically defined herein.

4.2. System Requirements

- a. The personal computers used to access the Revenue Forecast Product must meet the following minimum system requirements:
 - (i) Internet Connection Speed: 56 kbps or faster
 - (ii) Supported browsers:
 1. Google[®] Chrome™ browser version 21.0.1 or higher
 2. Mozilla[®] Firefox[®] browser version 14.0.1 or higher
 3. Microsoft[®] Internet Explorer[®] browser version 8.0 or higher

4.3. Access to Publicly Available Data

- a. Site Owner grants Provider authority to gather, access and use publicly available data or data obtained by Provider through alternate channels, whether electronically, telephonically, or through other data gathering techniques, to verify Site Owner Data or for other quality assurance purposes. Use by Provider of such separately gathered data will not be limited to Permitted Purposes specified in the Agreement or in any T&Cs incorporated into the Agreement.

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.