

# Dependencies and Uses

## Velocity™ Enterprise Suite

### General Pricing Information

#### *Implementation and Training Fee*

Monthly charges are initiated by payment of a one-time per-Unit implementation and training fee due upon execution of a Velocity Services Order Form. This Service includes creation of Site databases, conversion of data using a migration process defined by Velocity, the right to initiate Services by the end of the month of installation, and Velocity training of Site and regional personnel. Implementation and training fees are non-refundable. If a Site has not activated billing within one year, the fee will be forfeited. Implementation and training fees for Velocity include conversions of data obtained from the RealPage OneSite system.

#### *Monthly Fee*

Sites pay monthly fees on a per-Unit basis, regardless of occupancy.

1. For resident billing, monthly fees assume averages of no more than 1.1 resident invoices per Unit per month are sent; that is, a 10 percent overage allowance is included in the base price.
  - a. Student living properties or properties that invoice for a substantial number of roommates will incur a \$2.55 per bed surcharge for convergent billing and a \$1.85 per bed surcharge for utility billing on the total number of resident invoices generated in excess of 110 percent of the number of Units on the property.
  - b. Properties will be subject to a minimum billing services fee of \$200 per month, regardless of unit count, unless the property is in lease-up. If a property is in lease-up, the minimum charge for billing services will be \$50 per month.
2. For Utility Invoice Processing Services:
  - a. Monthly invoice processing fees are based on a property receiving one utility account number/meter for every three units (units divided by 3). For example, a property that has 275 units would have an allowance of 92 utility account numbers/meters per monthly billing period. If a property receives more than one utility account/meter for every three units, each additional utility account number/meter will be billed at the following rate depending on the service offering.
    - i. A/P Extract Service – \$3.00 per utility account number/meter
    - ii. Bill Pay Service – \$3.50 per utility account number/meter

### **Enterprise Suite**

Includes Velocity's convergent billing service for residents, vacant unit cost recovery, and Utility Invoice Processing—A/P Extract Service or Bill Payment. This rate includes a single RUBS utility charge calculation on the resident bill. The quoted rate does not include submeter system reading, maintenance services, or additional utility charge calculations (to be priced separately).

## 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.