

## PRODUCT SPECIFICATIONS FOR VELOCITY SUBMETERING 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 VELOCITY SUBMETERING SERVICES

VELOCITY SUBMETERING SERVICES provides comprehensive submeter installation, reading, maintenance, and repair services.

VELOCITY SUBMETERING SERVICES provide the following:

- Submeter Reading Services
- Submeter Repair and Maintenance Services
- Submeter Installation Services
- Reports

Note: The VELOCITY SUBMETERING 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 VELOCITY SUBMETERING SERVICES Product Center to upload or to store any electronic protected health information.

### 3. DETAILED SPECIFICATIONS FOR VELOCITY SUBMETERING SERVICES

This section outlines the major capabilities of VELOCITY SUBMETERING SERVICES:

#### 3.1. Submetering Reading Services

- a. Velocity collects submetered reads for the purpose of utility charge calculations and occupant billing. This is done from automated, scan read, and manually configured submetered sites.

Velocity assumes inbound, Velocity-initiated telephone charges related to providing reading services

- b. Velocity interfaces with Velocity-supported meter systems<sup>1</sup>, including multiple meters for each Site. Velocity invoices site owner Velocity's direct cost, plus a nominal reading charge, for all proprietary meter systems that Velocity cannot read using its standard electronic or manual reading techniques
- c. Velocity reports monthly on meters that are not transmitting and meters that are occupied but indicating zero usage

### 3.2. Submeter Repair and Maintenance Services

- a. Where Velocity detects an inoperable meter, or where site owner reports an inoperable meter, Velocity technicians will repair broken meters on a periodic basis. The commercial terms and other conditions of Velocity equipment maintenance services are set forth in a separate statement of work executed by the parties

### 3.3. Submeter Installation Services

- a. Velocity performs submeter installation services pursuant to separate statements of work, prepared and executed by the parties on a project-by-project basis
- b. See Velocity representative for list of supported meter systems.

### 3.4. Reports

- a. Site-level reporting on submetering status is available for customers also utilizing Resident Billing Services

## 4. SITE OWNER OBLIGATIONS FOR VELOCITY SUBMETERING SERVICES

### 4.1. Submeter Reading Services

- a. Site Owner assists and makes available to Velocity the Submeter system specifications of each Site and ensures that each meter is correctly mapped and/or labeled for each unit.
- b. Site Owner provides to Velocity the necessary access each Site's submeter systems for the purposes of reading (both electronic and physical location access).
- c. Site Owner responds to Velocity requests for meter servicing in a timely manner (within 15 calendar days of the request).

### 4.2. Submeter Repair and Maintenance Services

- a. While Velocity uses every effort to be responsive to Site Owner's request for Equipment maintenance, where Site Owner has requested a proposal for Equipment Maintenance Services and refused to accept the resulting Statement of Work, Velocity may, in its discretion, charge Site Owner to prepare subsequent Equipment Maintenance Services Statements of Work.
- b. Site Owner provides Velocity accurate information concerning applicable submeter systems to permit Velocity to generate a Statement of Work for Equipment Maintenance Services.
- c. Site Owner provides Velocity reasonable access to the Site and meters for the purpose of performing Equipment Maintenance Services.
- d. Site Owner provides Velocity reasonable access to water, electric, and other utilities reasonably required to perform Equipment Maintenance Services.

### 4.3. Submeter Installation Services

- a. Site Owner obligations for Installation Services shall be included in Statements of Work to be executed by the parties at the time a project is commenced.

## 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.