

PRODUCT SPECIFICATIONS FOR YIELDSTAR PRICING 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 YIELDSTAR PRICING ADVISORY SERVICES

YIELDSTAR PRICING ADVISORY SERVICES provides users of the YieldStar Price Optimizer system with a resource who is responsible for overseeing the use of the system and corresponding business practices at each Site where Price Optimizer has been deployed, to help ensure that maximum benefits are derived from using the product. Services include:

- Daily review of pricing at each Site
- Daily discussions with Regional and Property Managers related to pricing movement, pricing questions, and concerns
- Weekly performance reviews of each Site, including:
 - Compliance monitoring (rate acceptance and lease values)
 - Leasing velocity, occupancy, effective rent, and revenue trends
 - Shopping scores and qualitative survey results
- Escalation of pricing-related challenges to senior executives when appropriate
- Monthly reporting to senior executives regarding performance results
- Management of product support and enhancement requests

YIELDSTAR PRICING ADVISORY SERVICES may also include assistance with the selection and training of an internal client resource to take on the duties listed above. Training would include the following activities:

- In-depth review of the Price Optimizer application and related business practices
- Overview of effective pricing management techniques for Sites using Price Optimizer

- Process for requesting support and enhancement requests from YieldStar
- Process for adding Price Optimizer on additional Sites

YIELDSTAR PRICING ADVISORY SERVICES are available to any YieldStar client for any number of Sites. Services may be provided for any duration and may be cancelled by Site Owner or property manager by providing 30 days prior written notice to RealPage.

Note: The YIELDSTAR PRICING ADVISORY 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 YIELDSTAR PRICING ADVISORY SERVICES Product Center to upload or to store any electronic protected health information.

3. DETAILED SPECIFICATIONS FOR YIELDSTAR PRICING ADVISORY SERVICES

This section outlines the major capabilities of YIELDSTAR PRICING ADVISORY SERVICES:

3.1. Pricing Advisor Responsibilities

- a. Daily review of rate recommendations that fall outside of pre-defined thresholds.
- b. Daily discussions with regional managers and property managers related to rate recommendations that fall outside pre-defined thresholds and any pricing-related questions or concerns.
- c. Acceptance of rate recommendations that fall outside pre-defined thresholds and selective adjustments of rates when requested and approved by a regional manager.
- d. Weekly review of rate acceptance and lease compliance. Notification to regional manager when scheduled billing values of new leases or renewals are meaningfully inconsistent with accepted rate recommendations.
- e. Daily review of alerts in Price Optimizer and resolution of any transaction-level issues identified therein.
- f. Review of secret shopping results for Sites using Price Optimizer to ensure effective adoption of modified sales process specific to revenue management.
- g. Monthly preparation and delivery of a performance summary report for Site Owner regarding financial results, rate, and lease compliance and adoption behavior.
- h. Ongoing education of team members regarding revenue management practices and the Price Optimizer system.
- i. Data and configuration review for product deployment on new Sites.
- j. Liaison to M/PF YieldStar to ensure consistent communication regarding issue resolution and enhancement requests.

3.2. Site Owner Obligations

- a. Implementation
 - (i) Site Owner must provide to YieldStar on a timely basis all Site information required to establish effective use of the Price Optimizer system.
 - (ii) Data entry into Site Owner's source property management system will be constantly monitored for accuracy. Site Owner agrees to adjust data entry procedures and requirements as needed to ensure all data required by Price Optimizer is entered correctly and timely on a consistent basis.
 - (iii) YieldStar shall not be responsible for any loss or liability arising from delays and/or inaccuracies caused by failure of Site Owner to provide YieldStar any required data in a timely manner and or failure of Site Owner to provide correct, complete, or accurate information.

- (iv) Site Owner agrees to issue a formal quote to all prospects who tour properties using Price Optimizer. Since pricing may change daily, the quote will have a clearly defined expiration period (for example, between one and three days) and quoted rates will be guaranteed through this period only.
- (v) Site Owner agrees to provide revenue management-based sales training for all new leasing staff members immediately upon their start date.
- (vi) Site Owner agrees to implement appropriate adjustments to leasing commission programs to ensure these programs motivate sales behavior that is consistent with the objectives of revenue growth, as opposed to occupancy or effective rent growth.
- (vii) In order to properly assess the rate and quality of adoption with regards to the use of Price Optimizer and amended business processes around pricing, Site Owner agrees to conduct secret leasing shops at each Site using Price Optimizer no less than one time per month. Modified shopping templates will be provided by YieldStar for this purpose.
- (viii) In order to determine the level of satisfaction around the use of Price Optimizer on Site, Site Owner agrees to conduct an anonymous online survey of the leasing staff at all Sites using Price Optimizer within 120 days after initial use of the product on each Site. YieldStar will provide a survey template for this purpose, as well as a complimentary online resource to conduct the survey.
- (ix) Site Owner agrees that Revenue Growth will be the official measurement used to determine if the product is meeting expectations and working effectively. Occupancy as well as market and effective rent growth will be monitored and discussed, but will not be used as the key measure to determine the effectiveness of Price Optimizer. For this purpose, "Revenue Growth" shall be defined to mean Revenue per Available Square Feet, which is calculated by summing the total effective rent for all units and dividing by net rentable square footage. Vacant units are included representing \$0 in revenue. This value is available through the application.

3.3. FOR AVOIDANCE OF DOUBT, YIELDSTAR OFFERS ADVISORY SERVICES SOLELY AS AN ACCOMMODATION AND FOR ASSISTANCE BY SITE OWNER IN EVALUATING ITS PRICING MODEL FOR SITES AND UNITS. IN THIS REGARD, ALL PRICING DECISIONS SHALL ULTIMATELY BE MADE BY SITE OWNER, AND YIELDSTAR SPECIFICALLY DISCLAIMS RESPONSIBILITY FOR THE DECISIONS MADE BY SITE OWNER IN USING THE ADVISORY SERVICES.

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.