QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended March 31, 2015

RealPage, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

4000 International Parkway
Carrollton, Texas
(Address of principal executive offices)

75-2788861
(I.R.S. Employer Identification No.)

75007-1951
(Zip Code)

(972) 820-3000
(Registrant’s telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☑
Non-accelerated filer ☐ (Do not check if a smaller reporting company)

Accelerated filer ☐
Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

Indicate the number of shares outstanding of each of the issuer’s classes of common stock, as of the latest practicable date.

Class
Common Stock, $0.001 par value

April 24, 2015

79,566,097
<table>
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<th>Section</th>
<th>Page</th>
</tr>
</thead>
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</tr>
</tbody>
</table>
## REALPAGE, INC.

### Consolidated Balance Sheets

(in thousands, except share data)

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015 (Unaudited)</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assets</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current assets:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash and cash equivalents</td>
<td>$ 27,787</td>
<td>$ 26,936</td>
</tr>
<tr>
<td>Restricted cash</td>
<td>104,207</td>
<td>85,543</td>
</tr>
<tr>
<td>Accounts receivable, less allowance for doubtful accounts</td>
<td>60,805</td>
<td>64,845</td>
</tr>
<tr>
<td>Prepaid expenses</td>
<td>8,737</td>
<td>7,647</td>
</tr>
<tr>
<td>Deferred tax asset, net</td>
<td>11,089</td>
<td>10,996</td>
</tr>
<tr>
<td>Other current assets</td>
<td>1,928</td>
<td>1,848</td>
</tr>
<tr>
<td><strong>Total current assets</strong></td>
<td>214,553</td>
<td>197,815</td>
</tr>
<tr>
<td>Property, equipment and software, net</td>
<td>73,142</td>
<td>72,616</td>
</tr>
<tr>
<td>Goodwill</td>
<td>193,385</td>
<td>193,378</td>
</tr>
<tr>
<td>Identified intangible assets, net</td>
<td>94,757</td>
<td>100,085</td>
</tr>
<tr>
<td>Deferred tax asset, net</td>
<td>3,952</td>
<td>2,537</td>
</tr>
<tr>
<td>Other assets</td>
<td>4,889</td>
<td>5,059</td>
</tr>
<tr>
<td><strong>Total assets</strong></td>
<td>584,678</td>
<td>571,490</td>
</tr>
<tr>
<td><strong>Liabilities and stockholders’ equity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Current liabilities:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>$ 15,647</td>
<td>$ 14,830</td>
</tr>
<tr>
<td>Accrued expenses and other current liabilities</td>
<td>25,250</td>
<td>22,905</td>
</tr>
<tr>
<td>Current portion of deferred revenue</td>
<td>72,161</td>
<td>73,485</td>
</tr>
<tr>
<td>Customer deposits held in restricted accounts</td>
<td>104,145</td>
<td>85,489</td>
</tr>
<tr>
<td><strong>Total current liabilities</strong></td>
<td>217,203</td>
<td>196,709</td>
</tr>
<tr>
<td>Deferred revenue</td>
<td>7,000</td>
<td>6,903</td>
</tr>
<tr>
<td>Deferred tax liability, net</td>
<td>4,596</td>
<td>5,196</td>
</tr>
<tr>
<td>Revolving credit facility</td>
<td>15,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Other long-term liabilities</td>
<td>12,135</td>
<td>13,902</td>
</tr>
<tr>
<td><strong>Total liabilities</strong></td>
<td>255,934</td>
<td>242,710</td>
</tr>
<tr>
<td><strong>Commitments and contingencies (Note 8)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Stockholders’ equity:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preferred stock, $0.001 par value: 10,000,000 shares authorized and zero shares issued and outstanding at March 31, 2015 and December 31, 2014, respectively</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Common stock, $0.001 par value: 125,000,000 shares authorized, 84,478,005 and 83,211,650 shares issued and 79,671,681 and 79,037,351 shares outstanding at March 31, 2015 and December 31, 2014, respectively</td>
<td>84</td>
<td>83</td>
</tr>
<tr>
<td>Additional paid-in capital</td>
<td>449,165</td>
<td>437,664</td>
</tr>
<tr>
<td>Treasury stock, at cost: 4,806,324 and 4,174,299 shares at March 31, 2015 and December 31, 2014, respectively</td>
<td>(43,164)</td>
<td>(33,398)</td>
</tr>
<tr>
<td>Accumulated deficit</td>
<td>(76,968)</td>
<td>(75,360)</td>
</tr>
<tr>
<td>Accumulated other comprehensive loss</td>
<td>(373)</td>
<td>(209)</td>
</tr>
<tr>
<td><strong>Total stockholders’ equity</strong></td>
<td>328,744</td>
<td>328,780</td>
</tr>
<tr>
<td><strong>Total liabilities and stockholders’ equity</strong></td>
<td>$ 584,678</td>
<td>$ 571,490</td>
</tr>
</tbody>
</table>

*See accompanying notes.*
REALPAGE, INC.

Consolidated Statements of Operations
(in thousands, except per share data)
(Unaudited)

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended March 31, 2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On demand</td>
<td>$106,460</td>
<td>$97,008</td>
</tr>
<tr>
<td>On premise</td>
<td>741</td>
<td>865</td>
</tr>
<tr>
<td>Professional and other</td>
<td>3,269</td>
<td>2,690</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>110,470</td>
<td>100,563</td>
</tr>
<tr>
<td><strong>Cost of revenue</strong></td>
<td>47,724</td>
<td>39,927</td>
</tr>
<tr>
<td><strong>Gross profit</strong></td>
<td>62,746</td>
<td>60,636</td>
</tr>
<tr>
<td><strong>Operating expense:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product development</td>
<td>17,977</td>
<td>14,841</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>28,951</td>
<td>25,991</td>
</tr>
<tr>
<td>General and administrative</td>
<td>18,863</td>
<td>20,929</td>
</tr>
<tr>
<td><strong>Total operating expense</strong></td>
<td>65,791</td>
<td>61,761</td>
</tr>
<tr>
<td><strong>Operating loss</strong></td>
<td>(3,045)</td>
<td>(1,125)</td>
</tr>
<tr>
<td>Interest expense and other, net</td>
<td>(267)</td>
<td>(222)</td>
</tr>
<tr>
<td><strong>Loss before income taxes</strong></td>
<td>(3,312)</td>
<td>(1,347)</td>
</tr>
<tr>
<td>Income tax benefit</td>
<td>(1,704)</td>
<td>(511)</td>
</tr>
<tr>
<td><strong>Net loss</strong></td>
<td>$ (1,608)</td>
<td>$ (836)</td>
</tr>
<tr>
<td><strong>Net loss per share</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>$ (0.02)</td>
<td>$ (0.01)</td>
</tr>
<tr>
<td>Diluted</td>
<td>$ (0.02)</td>
<td>$ (0.01)</td>
</tr>
<tr>
<td><strong>Weighted average shares used in computing net loss per share</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>76,956</td>
<td>76,722</td>
</tr>
<tr>
<td>Diluted</td>
<td>76,956</td>
<td>76,722</td>
</tr>
</tbody>
</table>

See accompanying notes.
REALPAGE, INC.

Consolidated Statements of Comprehensive Loss
(in thousands)
(Unaudited)

<table>
<thead>
<tr>
<th></th>
<th>Three Months Ended March 31,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
<td>2014</td>
</tr>
<tr>
<td>Net loss</td>
<td>$(1,608)</td>
<td>$(836)</td>
</tr>
<tr>
<td>Other comprehensive loss—foreign currency translation adjustment</td>
<td>(164)</td>
<td>(14)</td>
</tr>
<tr>
<td>Comprehensive loss</td>
<td>$ (1,772)</td>
<td>$ (850)</td>
</tr>
</tbody>
</table>

See accompanying notes.

3
REALPAGE, INC.

Consolidated Statements of Stockholders’ Equity
(in thousands)
(Unaudited)

<table>
<thead>
<tr>
<th>Common Stock</th>
<th>Additional Paid-in Capital</th>
<th>Accumulated Other Comprehensive Loss</th>
<th>Accumulated Deficit</th>
<th>Treasury Shares</th>
<th>Total Stockholders’ Equity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shares</td>
<td>Amount</td>
<td>Shares</td>
<td>Amount</td>
<td>Shares</td>
<td>Amount</td>
</tr>
<tr>
<td>Balance as of January 1, 2015</td>
<td>83,212</td>
<td>$ 83</td>
<td>$ 437,664</td>
<td>$ (209)</td>
<td>$ (75,360)</td>
</tr>
<tr>
<td>Exercise of stock options</td>
<td>54</td>
<td>—</td>
<td>754</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Issuance of restricted stock</td>
<td>1,212</td>
<td>1</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Treasury stock purchase, at cost</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Stock-based compensation</td>
<td>—</td>
<td>—</td>
<td>10,747</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Foreign currency translation</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(164)</td>
<td>—</td>
</tr>
<tr>
<td>Net loss</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(1,608)</td>
</tr>
<tr>
<td>Balance as of March 31, 2015</td>
<td>84,478</td>
<td>$ 84</td>
<td>$ 449,165</td>
<td>$ (373)</td>
<td>$ (76,968)</td>
</tr>
</tbody>
</table>

See accompanying notes.
### Table of Contents

**REALPAGE, INC.**

**Consolidated Statements of Cash Flows**

_(in thousands)_

_(Unaudited)_

<table>
<thead>
<tr>
<th>Three Months Ended March 31, 2015</th>
<th></th>
<th>2014</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash flows from operating activities:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net loss</td>
<td>$ (1,608)</td>
<td>$ (836)</td>
<td></td>
</tr>
<tr>
<td>Adjustments to reconcile net loss to net cash provided by operating activities:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>10,611</td>
<td>9,504</td>
<td></td>
</tr>
<tr>
<td>Deferred tax benefit</td>
<td>(2,108)</td>
<td>(991)</td>
<td></td>
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<tr>
<td>Stock-based compensation</td>
<td>10,747</td>
<td>9,225</td>
<td></td>
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<tr>
<td>Loss on disposal and impairment of assets</td>
<td>1,119</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Acquisition-related contingent consideration</td>
<td>377</td>
<td>167</td>
<td></td>
</tr>
<tr>
<td>Changes in assets and liabilities, net of assets acquired and liabilities assumed in business combinations:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>4,040</td>
<td>4,115</td>
<td></td>
</tr>
<tr>
<td>Customer deposits</td>
<td>(8)</td>
<td>(1)</td>
<td></td>
</tr>
<tr>
<td>Prepaid expenses and other current assets</td>
<td>(1,176)</td>
<td>(1,209)</td>
<td></td>
</tr>
<tr>
<td>Other assets</td>
<td>79</td>
<td>(491)</td>
<td></td>
</tr>
<tr>
<td>Accounts payable</td>
<td>170</td>
<td>4,003</td>
<td></td>
</tr>
<tr>
<td>Accrued compensation, taxes and benefits</td>
<td>1,372</td>
<td>(1,874)</td>
<td></td>
</tr>
<tr>
<td>Deferred revenue</td>
<td>(1,227)</td>
<td>(1,999)</td>
<td></td>
</tr>
<tr>
<td>Other current and long-term liabilities</td>
<td>110</td>
<td>3,993</td>
<td></td>
</tr>
<tr>
<td>Net cash provided by operating activities</td>
<td>22,498</td>
<td>23,626</td>
<td></td>
</tr>
<tr>
<td><strong>Cash flows from investing activities:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchases of property, equipment and software</td>
<td>(6,182)</td>
<td>(7,262)</td>
<td></td>
</tr>
<tr>
<td>Acquisition of businesses, net of cash acquired</td>
<td>—</td>
<td>(7,179)</td>
<td></td>
</tr>
<tr>
<td>Net cash used in investing activities</td>
<td>(6,182)</td>
<td>(14,441)</td>
<td></td>
</tr>
<tr>
<td><strong>Cash flows from financing activities:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payments on revolving credit facility</td>
<td>(5,000)</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Deferred financing costs</td>
<td>(8)</td>
<td>—</td>
<td></td>
</tr>
<tr>
<td>Payments on capital lease obligations</td>
<td>(143)</td>
<td>(139)</td>
<td></td>
</tr>
<tr>
<td>Payments of deferred acquisition-related consideration</td>
<td>(1,139)</td>
<td>(720)</td>
<td></td>
</tr>
<tr>
<td>Issuance of common stock</td>
<td>755</td>
<td>1,275</td>
<td></td>
</tr>
<tr>
<td>Purchase of treasury stock</td>
<td>(9,766)</td>
<td>(1,993)</td>
<td></td>
</tr>
<tr>
<td>Net cash used in financing activities</td>
<td>(15,301)</td>
<td>(1,577)</td>
<td></td>
</tr>
<tr>
<td>Net increase in cash and cash equivalents</td>
<td>1,015</td>
<td>7,608</td>
<td></td>
</tr>
<tr>
<td>Effect of exchange rate on cash</td>
<td>(164)</td>
<td>(14)</td>
<td></td>
</tr>
<tr>
<td><strong>Cash and cash equivalents:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beginning of period</td>
<td>26,936</td>
<td>34,502</td>
<td></td>
</tr>
<tr>
<td>End of period</td>
<td>$ 27,787</td>
<td>$ 42,096</td>
<td></td>
</tr>
</tbody>
</table>

*See accompanying notes.*
### REALPAGE, INC.

**Consolidated Statements of Cash Flows, continued**

*(in thousands)*

*(Unaudited)*

<table>
<thead>
<tr>
<th>Three Months Ended March 31,</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015</td>
</tr>
<tr>
<td><strong>Supplemental cash flow information:</strong></td>
<td></td>
</tr>
<tr>
<td>Cash paid for interest</td>
<td>$180</td>
</tr>
<tr>
<td>Cash paid for income taxes, net of refunds</td>
<td>$76</td>
</tr>
<tr>
<td><strong>Non-cash investing activities:</strong></td>
<td></td>
</tr>
<tr>
<td>Accrued fixed assets</td>
<td>$647</td>
</tr>
</tbody>
</table>

*See accompanying notes.*

6
Notes to the Consolidated Financial Statements
(Unaudited)

1. The Company

RealPage, Inc., a Delaware corporation, and its subsidiaries, (the “Company” or “we” or “us”) is a provider of property management solutions that enable owners and managers of single family and a wide variety of multifamily rental property types to manage their marketing, pricing, screening, leasing, accounting, purchasing and other property operations. Our on demand software solutions are delivered through an integrated software platform that provides a single point of access and a shared repository of prospect, renter and property data. By integrating and streamlining a wide range of complex processes and interactions among the rental housing ecosystem of owners, managers, prospects, renters and service providers, our platform optimizes the property management process and improves the experience for all of these constituents. Our solutions enable property owners and managers to optimize revenues and reduce operating costs through higher occupancy, improved pricing methodologies, new sources of revenue from ancillary services, improved collections and more integrated and centralized processes.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited consolidated financial statements and footnotes have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). Certain information and note disclosures normally included in annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) have been condensed or omitted pursuant to those rules and regulations. We believe that the disclosures made are appropriate, conform to those rules and regulations and that the condensed or omitted information is not misleading.

The unaudited consolidated financial statements included herein reflect all adjustments (consisting of normal, recurring adjustments) which are, in the opinion of management, necessary to state fairly the results for the interim periods presented. All intercompany balances and transactions have been eliminated in consolidation. The results of operations for the interim period presented are not necessarily indicative of the operating results to be expected for any subsequent interim period or for the fiscal year.

These financial statements should be read in conjunction with the financial statements and the notes thereto included in our Annual Report on Form 10-K filed with the SEC on March 2, 2015 (“Form 10-K”).

Segment and Geographic Information

Our chief operating decision maker is our Chief Executive Officer, who reviews financial information presented on a company-wide basis. As a result, we determined that the Company has a single reporting segment and operating unit structure.

Principally, all of our revenue for the three months ended March 31, 2015 and 2014 was earned in the United States.

Net long-lived tangible assets held were $67.6 million and $66.5 million in the United States, and $5.5 million and $6.1 million in our international subsidiaries at March 31, 2015 and December 31, 2014, respectively.

Accounting Policies and Use of Estimates

The preparation of financial statements in conformity with GAAP requires our management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Significant estimates include the allowance for doubtful accounts; the useful lives of intangible assets and the recoverability or impairment of tangible and intangible asset values; fair value measurements; purchase accounting allocations and contingent consideration; revenue and deferred revenue and related reserves; stock-based compensation and our effective income tax rate and the recoverability of deferred tax assets, which are based upon our expectations of future taxable income and allowable deductions. Actual results could differ from these estimates. For greater detail regarding these accounting policies and estimates, refer to our Form 10-K.

Revenue Recognition

We derive our revenue from three primary sources: our on demand software solutions, our on premise software solutions and professional and other services. We commence revenue recognition when all of the following conditions are met:

- there is persuasive evidence of an arrangement;
- the solution and/or service has been provided to the customer;
- the collection of the fees is probable; and
- the amount of fees to be paid by the customer is fixed or determinable.
If the fees are not fixed or determinable, we recognize revenues when these criteria are met, which could be as payments become due from customers, or when amounts owed are collected. Accordingly, this may materially affect the timing of our revenue recognition and results of operations.

For multi-element arrangements that include multiple software solutions and/or services, we allocate arrangement consideration to all deliverables that have stand-alone value based on their relative selling prices. In such circumstances, we utilize the following hierarchy to determine the selling price to be used for allocating revenue to deliverables as follows:

- **Vendor specific objective evidence ("VSOE"), if available.** The price at which we sell the element in a separate stand-alone transaction;
- **Third-party evidence of selling price ("TPE"), if VSOE of the selling price is not available.** Evidence from us or other companies of the value of a largely interchangeable element in a transaction; and
- **Estimated selling price ("ESP"), if neither VSOE nor TPE of the selling price is available.** Our best estimate of the stand-alone selling price of an element in a transaction.

Our process for determining ESP for deliverables without VSOE or TPE considers multiple factors that may vary depending upon the unique facts and circumstances related to each deliverable. Key factors primarily considered in developing ESP include prices charged by us for similar offerings when sold separately, pricing policies and approvals from standard pricing and other business objectives.

From time to time, we sell on demand software solutions with professional services. In such cases, as each element has stand-alone value, we allocate arrangement consideration based on our ESP of the on demand software solution and VSOE of the selling price of the professional services.

Taxes collected from customers and remitted to governmental authorities are presented on a net basis.

**On Demand Revenue**

On demand revenue consists of license and subscription fees, transaction fees related to certain of our software-enabled value-added services and commissions derived from us selling certain risk mitigation services.

License and subscription fees are composed of a charge billed at the initial order date and monthly or annual subscription fees for accessing our on demand software solutions. The license fee billed at the initial order date is recognized as revenue on a straight-line basis over the longer of the contractual term or the period in which the customer is expected to benefit, which we consider to be three years. Revenue from monthly and annual subscription fees is recognized on a straight-line basis over the access period.

We recognize revenue from transaction fees derived from certain of our software-enabled value-added services as the related services are performed.

As part of our risk mitigation services to the rental housing industry, we act as an insurance agent and derive commission revenue from the sale of insurance products to individuals. The commissions are based upon a percentage of the premium that the insurance company charges to the policyholder and are subject to forfeiture in instances where a policyholder cancels prior to the end of the policy. As a result, we recognize the commissions ratably over the policy term as the associated premiums are earned. Our contract with our underwriting partner provides for contingent commissions to be paid to us in accordance with the agreement. This agreement provides for a calculation that considers, on the policies sold by us, earned premiums less i) earned agent commissions; ii) a percent of premium retained by our underwriting partner; iii) incurred losses; and iv) profit retained by our underwriting partner during the time period. Our estimate of contingent commission revenue considers historical loss experience on the policies sold by us.

**On Premise Revenue**

Revenue from our on premise software solutions consist of an annual term license, which includes maintenance and support. Customers can renew their annual term license for additional one-year terms at renewal price levels. We recognize the annual term license on a straight-line basis over the contract term.

In addition, we have arrangements that include perpetual licenses with maintenance and other services to be provided over a fixed term. We allocate and defer revenue equivalent to the VSOE of fair value for the undelivered elements and recognize the difference between the total arrangement fee and the amount deferred for the undelivered elements as revenue. We have determined that we do not have VSOE of fair value for our customer support and professional services in these specific arrangements. As a result, the elements within our multiple-element sales agreements do not qualify for treatment as separate units of accounting. Accordingly, we account for fees received under multiple-element arrangements with customer support or other professional services as a single unit of accounting and recognize the entire arrangement ratably over the longer of the customer support period or the period during which professional services are rendered.
Professional and Other Revenue

Professional and other revenue is recognized as the services are rendered for time and material contracts. Training revenues are recognized after the services are performed.

Fair Value Measurements

We measure certain financial assets and liabilities at fair value pursuant to a fair value hierarchy based on inputs to valuation techniques that are used to measure fair value which are either observable or unobservable. Observable inputs reflect assumptions market participants would use in pricing an asset or liability based on market data obtained from independent sources while unobservable inputs reflect a reporting entity’s pricing based upon its own market assumptions. See additional discussion of our fair value measurements at Note 11.

Concentrations of Credit Risk

Our cash accounts are maintained at various financial institutions and may, from time to time, exceed federally insured limits. The Company has not experienced any losses in such accounts.

Concentrations of credit risk with respect to accounts receivable result from substantially all of our customers being in the multifamily rental housing market. Our customers, however, are dispersed across different geographic areas. We do not require collateral from customers. We maintain an allowance for losses based upon the expected collectability of accounts receivable. Accounts receivable are written off upon determination of non-collectability following established Company policies based on the aging from the accounts receivable invoice date.

No single customer accounted for 10% or more of our revenue or accounts receivable for the three months ended March 31, 2015 or 2014.

Recently Issued Accounting Standards


ASU 2015-02 provides guidance on the consolidation evaluation for reporting organizations that are required to evaluate whether they should consolidate certain legal entities such as limited partnerships, limited liability corporations and securitization structures. ASU 2015-02 is effective for periods beginning after December 15, 2015, early adoption is permitted. The Company does not expect that the adoption of this guidance will have a material effect on its financial statements.

ASU 2015-03 is intended to simplify the presentation of debt issuance costs. The amendment requires that debt issuance costs related to a recognized liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs are not affected by the amendments in this ASU. The amendment is effective for interim and annual reporting periods beginning after December 15, 2015. The Company is currently assessing the potential impact of this guidance on its financial statements.

In May 2014, the FASB issued ASU 2014-09, Revenue from Contracts with Customers. This new standard will replace all current GAAP guidance on this topic and eliminate all industry-specific guidance. The new revenue recognition standard provides a unified model to determine when and how revenue is recognized. The core principle is that a company should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration for which the entity expects to be entitled in exchange for those goods or services. The effective date for this guidance is January 1, 2017. The guidance can be applied either retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. In April 2015, the FASB voted to propose a one year deferral of the effective date. The proposed deferral may permit early adoption, but would not allow adoption earlier than the original effective date of the standard. We have not yet selected a transition method or period nor have we determined the effect of the standard on our ongoing financial reporting.

3. Acquisitions

2014 Acquisitions

InstaManager

In January 2014, we acquired certain assets from Bookt LLC, including the InstaManager product (“InstaManager”). InstaManager is a software-as-a-service vacation rental booking engine used by professional managers of vacation rental properties which offers marketing websites, online pricing and availability, online booking, automated reservations, payment processing and insurance sales. The acquisition of InstaManager expanded our product offerings to include property management software for the vacation rental market.

We acquired InstaManager for a purchase price of $9.2 million, consisting of a cash payment of $6.0 million at closing, a deferred cash payment of up to $1.0 million payable over two years after the acquisition date and contingent cash payments.
In March 2014, we acquired certain assets from Virtual Maintenance Manager LLC, including the Virtual Maintenance Manager product ("VMM"). VMM is a software-as-a-service application that facilitates the management of the end-to-end maintenance life cycle for single family and multifamily rental properties and provides property managers with enhanced visibility into their maintenance costs, manages resources and provides business control for property managers. We integrated VMM into our existing Propertyware products.

We acquired the VMM assets for a purchase price of $1.2 million, consisting of a cash payment of $1.0 million at closing, a deferred cash payment of up to $0.2 million payable over two years after the acquisition date and contingent cash payments of up to $2.0 million if certain revenue targets are met for the twelve months ending June 30, 2015 and June 30, 2016. The initial fair value of the deferred cash payment and the contingent cash payments was $0.2 million and less than $0.1 million, respectively. The fair value of the deferred cash payments was estimated based on the present value, as of the date of acquisition, of anticipated future payments. The fair value of the contingent cash payments was based on management’s estimate of the fair value of the cash payment using a probability weighted discount model on the achievement of the specified revenue targets and is evaluated quarterly. Direct acquisition costs were less than $0.1 million and expensed as incurred. This acquisition was financed from cash flows from operations.

Acquired intangibles were recorded at their estimated fair value based on assumptions made by us. The acquired developed product technologies have a useful life of three years and are amortized on a straight-line basis. Goodwill and identified intangibles associated with this acquisition were deductible for tax purposes. Goodwill arising from the acquisition consists largely of the economies of scale expected from integrating InstaManager into our existing operating structure. We included the results of operations of this acquisition in our consolidated financial statements from the effective date of the acquisition.

We assigned an indefinite useful life to the trade name acquired, as we planned to use the trade name in the marketplace. In March 2015, we completed the integration of InstaManager with another vacation rental software business subsequently acquired and ceased use of the trade name at that time. As a result of this event, we assessed the InstaManager trade name for impairment. See further discussion of this analysis and conclusion at Note 5.

The contingent consideration revenue targets for the twelve month period ending March 31, 2015 were achieved, resulting in a contingent cash obligation of $0.5 million. We anticipate that this obligation will be paid in the second fiscal quarter of 2015. If the underlying revenue targets are met for the twelve months ending March 31, 2016, the related contingent consideration payment is expected to be paid in the second fiscal quarter of 2016. The aggregate fair value of the contingent cash payments was $2.8 million and $2.3 million at March 31, 2015 and December 31, 2014, respectively. During the three months ended March 31, 2015, we recognized a net loss of $0.4 million due to the changes in the estimated fair value of the contingent cash payments. No gain or loss was recognized during the three months ended March 31, 2014.

In February 2015, we made the first deferred cash payment of $0.5 million. The remaining deferred cash payment of $0.5 million, net of any offsetting amounts permitted under the agreement, is expected to be paid in March 2016. At March 31, 2015 and December 31, 2014, the total deferred cash obligation related to the acquisition of InstaManager, net of any adjustments permitted by the underlying agreement, was $0.5 million and $1.0 million, respectively. The deferred cash obligation was carried net of a discount of $0.1 million at March 31, 2015 and December 31, 2014 in the accompanying consolidated balance sheets.

Virtual Maintenance Manager

We acquired the VMM assets for a purchase price of $1.2 million, consisting of a cash payment of $1.0 million at closing, a deferred cash payment of up to $0.2 million payable over two years after the acquisition date and contingent cash payments of up to $2.0 million if certain revenue targets are met for the twelve months ending June 30, 2015 and June 30, 2016. The initial fair value of the deferred cash payment and the contingent cash payments was $0.2 million and less than $0.1 million, respectively. The fair value of the deferred cash payments was estimated based on the present value, as of the date of acquisition, of anticipated future payments. The fair value of the contingent cash payments was based on management’s estimate of the fair value of the cash payments using a probability weighted discount model on the achievement of the specified revenue targets and is evaluated quarterly. Direct acquisition costs were less than $0.1 million and expensed as incurred. This acquisition was financed from cash flows from operations.

Acquired intangibles were recorded at their estimated fair value based on assumptions made by us. The acquired developed product technologies have a useful life of three years amortized on a straight-line basis. Acquired customer relationships have a useful life of five years, which are amortized proportionately to the expected discounted cash flows derived from the asset. Goodwill and identified intangibles associated with this acquisition are deductible for tax purposes. Goodwill arising from the acquisition consists largely of the economies of scale expected from integrating VMM into our existing operating structure and from anticipated synergies with our existing products. We included the results of operations of this acquisition in our consolidated financial statements from the effective date of the acquisition.

The aggregate fair value of the contingent cash payments was zero and less than $0.1 million at March 31, 2015 and December 31, 2014, respectively. During the three months ended March 31, 2015, we recognized a net gain of less than $0.1 million due to changes in the estimated fair value of the contingent cash payments. No gain or loss was recognized during the
three months ended March 31, 2014. At March 31, 2015 and December 31, 2014, the total deferred cash obligation related to the
acquisition of VMM, net of any adjustments permitted by the underlying agreement, was $0.2 million. The deferred cash obligation was
carried net of a discount of less than $0.1 million at March 31, 2015 and December 31, 2014 in the accompanying consolidated balance
sheets.

Notivus

In May 2014, we acquired certain assets from Notivus Multi-Family LLC ("Notivus"). Notivus is a software-as-a-service application
that provides an outsourced vendor credentialing solution to assist multifamily owners and managers in the credentialing and ongoing
monitoring of their current and prospective vendors, suppliers and independent contractors. We subsequently integrated Notivus into our
existing Compliance Depot products.

We acquired the Notivus assets for a purchase price of $4.4 million, consisting of a cash payment of $3.6 million at closing and a
deferred cash payment of up to $0.8 million payable over two years after the acquisition date. The initial fair value of the deferred cash
payment was approximately $0.8 million and was estimated based on the present value, as of the date of acquisition, of anticipated future
payments. Direct acquisition costs were less than $0.1 million and expensed as incurred. This acquisition was financed from cash flows
from operations.

Acquired intangible assets were recorded at their estimated fair value based on assumptions made by us. The acquired developed
product technologies have a useful life of three years amortized on a straight-line basis. Goodwill and identified intangibles associated with
this acquisition are deductible for tax purposes and consist largely of the economies of scale expected from integrating Notivus into our
existing operating structure and from anticipated synergies with our existing products. We included the results of operations of this
acquisition in our consolidated financial statements from the effective date of the acquisition.

At March 31, 2015 and December 31, 2014, the total deferred cash obligation related to the acquisition of Notivus, net of any
adjustments permitted by the underlying agreement, was $0.8 million. The deferred cash obligation was carried net of a discount of less
than $0.1 million at March 31, 2015 and December 31, 2014 in the accompanying consolidated balance sheets.

Kigo, Inc.

In June 2014, we acquired all of the issued and outstanding stock of Kigo, Inc. ("Kigo"). Kigo is a software-as-a-service vacation
rental booking system based in the United States with operations in Spain. Kigo offers services for vacation rental property managers that
include vacation rental calendars, scheduling, reservations, accounting, channel management, website design, payment processing and other
tasks to aid the management of leads, revenue, resources and lodging calendars. We integrated our existing vacation rental products with
Kigo and launched an enhanced version of the software in March 2015.

We acquired Kigo for a purchase price of $36.2 million, consisting of a cash payment of $30.7 million and a deferred cash payment of
up to $5.5 million, payable over two and a half years after the acquisition date. Interest is accrued on the deferred cash payments at a rate
equal to the one-month London Interbank Offered Rate ("LIBOR") plus a premium of 1.00% and is payable on the date the underlying
principal is due. This acquisition was financed from proceeds from our revolving line of credit and cash flows from operations. Direct
acquisition costs were $0.5 million and were expensed as incurred.

The acquired developed product technologies have a useful life of three years amortized on a straight-line basis. Acquired customer
relationships have a useful life of ten years, which are amortized proportionately to the expected discounted cash flows derived from the
asset. The trade name acquired has an indefinite useful life as we do not plan to cease using the trade name in the marketplace. Goodwill
and identified intangibles associated with this acquisition are not deductible for tax purposes. Goodwill arising from the acquisition consists
largely of the economies of scale expected from integrating Kigo into our existing operating structure and from anticipated synergies with
our existing products. We included the results of operations of this acquisition in our consolidated financial statements from the effective
date of this acquisition.

At March 31, 2015 and December 31, 2014, the total deferred cash obligation related to the acquisition of Kigo, net of any
adjustments permitted by the underlying agreement, was $5.4 million.

We allocated the purchase price for InstaManager, VMM, Notivus and Kigo as follows:
### Intangible assets:

<table>
<thead>
<tr>
<th></th>
<th>InstaManager</th>
<th>VMM</th>
<th>Notivus</th>
<th>Kigo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developed product technologies</td>
<td>$4,490</td>
<td>$671</td>
<td>$1,840</td>
<td>$2,570</td>
</tr>
<tr>
<td>Customer relationships</td>
<td>—</td>
<td>200</td>
<td>—</td>
<td>1,120</td>
</tr>
<tr>
<td>Trade names</td>
<td>527</td>
<td>—</td>
<td>—</td>
<td>602</td>
</tr>
<tr>
<td>Goodwill</td>
<td>4,135</td>
<td>358</td>
<td>2,852</td>
<td>32,996</td>
</tr>
<tr>
<td>Deferred revenue</td>
<td>(33)</td>
<td>—</td>
<td>(156)</td>
<td>—</td>
</tr>
<tr>
<td>Net deferred taxes</td>
<td>—</td>
<td>—</td>
<td>—</td>
<td>(495)</td>
</tr>
<tr>
<td>Net other liabilities</td>
<td>55</td>
<td>—</td>
<td>(141)</td>
<td>(547)</td>
</tr>
<tr>
<td><strong>Total purchase price</strong></td>
<td><strong>$9,174</strong></td>
<td><strong>$1,229</strong></td>
<td><strong>$4,395</strong></td>
<td><strong>$36,246</strong></td>
</tr>
</tbody>
</table>

#### Acquisition Activity Prior to 2014

We completed acquisitions in the years prior to 2014 for which acquisition-related contingent consideration was included in the purchase price and recorded at fair value. The liability established for the acquisition-related contingent consideration will continue to be re-evaluated on a quarterly basis and measured at the estimated fair value based on the probabilities, as determined by management, of achieving the respective targets. This evaluation will be performed until all of the targets have been met or terms of the respective agreements expire. As of March 31, 2015 and December 31, 2014, the aggregate fair value of contingent consideration obligations related to acquisitions completed prior to 2014 was $1.0 million and $1.8 million, respectively. During the three months ended March 31, 2015 and 2014, we recognized a net gain (loss) of $0.1 million and $(0.2) million, respectively, related to the change in fair value of these acquisition-related contingent consideration obligations.

During the three months ended March 31, 2015 and 2014, we paid deferred and contingent cash obligations related to acquisitions completed in years prior to 2014 in the aggregate amount of $0.7 million and $0.9 million, respectively.

#### Pro Forma Results of Acquisitions

The following table presents pro forma results of operations for the three months ended March 31, 2014 as if the aforementioned acquisitions had occurred at the beginning of the period presented. All of the above acquisitions were held for the entirety of the three months ended March 31, 2015. The pro forma information includes the business combination accounting effects resulting from these acquisitions, including interest expense, tax benefit and additional amortization resulting from the valuation of amortizable intangible assets. We prepared the pro forma financial information for the combined entities for comparative purposes only, and it is not indicative of what actual results would have been if the acquisitions had occurred at the beginning of the presented period, or of future periods. Pro forma results are presented in thousands, except per share amounts.

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2014 Pro Forma</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
</tr>
<tr>
<td>On demand</td>
<td>$97,793</td>
</tr>
<tr>
<td>On premise</td>
<td>865</td>
</tr>
<tr>
<td>Professional and other</td>
<td>2,690</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td><strong>101,348</strong></td>
</tr>
<tr>
<td><strong>Net loss</strong></td>
<td>$(1,186)</td>
</tr>
<tr>
<td><strong>Net loss per common share</strong></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>$(0.02)</td>
</tr>
<tr>
<td>Diluted</td>
<td>$(0.02)</td>
</tr>
</tbody>
</table>

#### 4. Property, Equipment and Software

Property, equipment and software consisted of the following as of March 31, 2015 and December 31, 2014:
Leasehold improvements

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in thousands)</td>
<td>$23,129</td>
<td>$22,943</td>
</tr>
</tbody>
</table>

Data processing and communications equipment

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in thousands)</td>
<td>62,479</td>
<td>59,390</td>
</tr>
</tbody>
</table>

Furniture, fixtures and other equipment

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in thousands)</td>
<td>16,968</td>
<td>16,254</td>
</tr>
</tbody>
</table>

Software

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in thousands)</td>
<td>54,131</td>
<td>51,915</td>
</tr>
</tbody>
</table>

Less: Accumulated depreciation and amortization

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in thousands)</td>
<td>(83,565)</td>
<td>(77,886)</td>
</tr>
</tbody>
</table>

Property, equipment and software, net

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in thousands)</td>
<td>73,142</td>
<td>72,616</td>
</tr>
</tbody>
</table>

Depreciation and amortization expense for property, equipment and purchased software was $5.0 million and $4.2 million for the three months ended March 31, 2015 and 2014, respectively. This includes amortization related to assets acquired through capital leases.

The carrying amount of capitalized software development costs was $34.5 million and $32.5 million and related accumulated amortization totaled $11.4 million and $10.7 million at March 31, 2015 and December 31, 2014, respectively. Amortization expense related to capitalized software development costs totaled $0.7 million and $0.3 million during the three months ended March 31, 2015 and 2014, respectively.

We review in-progress software development projects on a periodic basis to ensure completion is assured and the development work will be placed into service as a new product or product enhancement. In March 2015, we identified four in-process software development projects for which the development work had ceased and it was determined the projects would be abandoned. Our analysis of the capitalized costs resulted in the conclusion that they had no value outside of the respective projects for which they were originally incurred. As a result, we recorded an impairment loss of $0.6 million during the three months ended March 31, 2015 related to these costs. The impairment charge is included in "Product development" in the accompanying Consolidated Statement of Operations.

5. Goodwill and Other Intangible Assets

The change in the carrying amount of goodwill, in thousands, for the three months ended March 31, 2015 is as follows:

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other</td>
<td>$193,378</td>
</tr>
</tbody>
</table>

Other intangible assets consisted of the following at March 31, 2015 and December 31, 2014:

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weighted Average Amortization Period</td>
<td>Carrying Amount</td>
<td>Accumulated Amortization</td>
</tr>
<tr>
<td></td>
<td>March 31, 2014</td>
<td>December 31, 2014</td>
</tr>
<tr>
<td>Finite-lived intangible assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developed technologies</td>
<td>3.2 years</td>
<td>$55,308</td>
</tr>
<tr>
<td>Customer relationships</td>
<td>8.9 years</td>
<td>86,753</td>
</tr>
<tr>
<td>Vendor relationships</td>
<td>4.0 years</td>
<td>5,650</td>
</tr>
<tr>
<td>Total finite-lived intangible assets</td>
<td>6.6 years</td>
<td>147,711</td>
</tr>
<tr>
<td>Indefinite-lived intangible assets:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trade names</td>
<td>40,812</td>
<td>—</td>
</tr>
<tr>
<td>Total intangible assets</td>
<td>$188,523</td>
<td>$94,757</td>
</tr>
</tbody>
</table>

Amortization of finite-lived intangible assets was $4.9 million and $5.0 million for the three months ended March 31, 2015 and 2014, respectively.

In March 2015, the Company completed the integration of the InstaManager and Kigo platforms into a single solution licensed under the Kigo name. Subsequent to this integration, InstaManager ceased to exist as a separate solution and the...
Company discontinued the use of the trade name to market or identify the software. Additionally, subsequent to the integration, the Company ceased use of the trade name in customer-facing communications, removed the dedicated website maintained by the Company for the InstaManager product and ceased separately identifying costs and revenues for Kigo and InstaManager. Due to these changes in circumstance, the Company evaluated the InstaManager trade name for impairment and concluded an impairment in the amount of $0.5 million existed at March 31, 2015. The charge related to this impairment is included in "General and administrative" in the accompanying Consolidated Statements of Operations.

6. Debt

Credit Facility Opened September 2014

On September 30, 2014, the Company entered into a new agreement for a secured revolving credit facility to refinance our outstanding revolving loans. The new credit facility provides an aggregate principal amount of up to $200.0 million, with sublimits of $10.0 million for the issuance of letters of credit and for $20.0 million of swingline loans. The credit facility also allows us, subject to certain conditions, to request additional term loans or revolving commitments up to an aggregate principal amount of $150.0 million, plus an amount that would not cause our consolidated net leverage ratio, which is a ratio of the Company’s consolidated funded indebtedness to its consolidated EBITDA, to exceed 3.25 to 1.00. Advances under the credit facility may be voluntarily prepaid and re-borrowed. At our option, the revolving loans accrue interest at a per annum rate equal to either LIBOR, plus a margin ranging from 1.25% to 1.75%, or the Base Rate, plus a margin ranging from 0.25% to 0.75%. The base LIBOR rate is, at our discretion, equal to either one, two, three or six month LIBOR. The Base Rate is defined as the greater of Wells Fargo's prime rate, the Federal Funds Rate plus 0.50% or one month LIBOR plus 1.00%. In each case, the applicable margin is determined based upon our consolidated net leverage ratio. The interest is due and payable quarterly, in arrears, for loans bearing interest at the Base Rate and at the end of the applicable interest period in the case of loans bearing interest at the adjusted LIBOR. The credit facility is secured by substantially all of our assets, and certain of our existing and future material domestic subsidiaries are required to guaranty our obligations under the credit facility. We are also required to comply with customary affirmative and negative covenants, as well as a consolidated net leverage ratio and an interest coverage ratio. All outstanding principal and accrued and unpaid interest is due upon the credit facility's maturity on September 30, 2019.

As of March 31, 2015 and December 31, 2014, we had $15.0 million and $20.0 million, respectively, outstanding principal under our revolving line of credit. As of March 31, 2015, $185.0 million was available under our revolving line of credit of which $10.0 million was available for the issuance of letters of credit. We had unamortized debt issuance costs of $1.2 million and $1.3 million at March 31, 2015 and December 31, 2014, respectively. As of March 31, 2015, we were in compliance with the covenants under our credit facility.

Previous Credit Facility

Our previous secured revolving credit facility had an aggregate principal amount of up to $150.0 million, subject to a borrowing formula, with a sublimit of $10.0 million for the issuance of letters of credit on our behalf. At our option, the borrowings accrued interest at a per annum rate equal to either LIBOR or Wells Fargo’s prime rate (or, if greater, the federal funds rate plus 0.50% or three month LIBOR plus 1.00%), in each case plus a margin ranging from 2.00% to 2.50%, in the case of LIBOR loans, and 0.0% to 0.25% in the case of prime rate loans, in each case based upon our senior leverage ratio. The interest was due and payable monthly, in arrears, for loans bearing interest at the prime rate and at the end of the applicable one, two or three month interest period in the case of loans bearing interest at the adjusted LIBOR rate.

In May 2014, we entered into an amendment to the previous credit facility. Under the terms of the amendment, the restrictive covenants were amended to permit us to repurchase up to $75.0 million of our common stock, subject to certain conditions. Additionally, the fixed charge coverage ratio was replaced with a new minimum interest expense coverage ratio and the capital expenditures limitations were increased.

In June 2014, we entered into a second amendment to the previous credit facility. Under the terms of the amendment, the parties to the credit facility consented to the acquisition of Kigo as a "Permitted Acquisition," as defined in the credit facility, and would be excluded from the calculation of the Aggregated Permitted Acquisition Limit. Additionally, the amendment increased the value of our equipment that could exist in the hands of our employees, consultants or customers in the ordinary course of business to $2.5 million and amended the definition of "Aggregate Permitted Acquisition Limit" to $150.0 million, plus an additional $100.0 million if certain conditions are met.

7. Stock-based Compensation

In January 2015, the Company adopted the First Amendment to the Company's Amended and Restated 2010 Equity Incentive Plan. The amendment prohibits the repricing of stock options and stock appreciation rights other than in connection with a change in the Company's corporate structure.

In February 2015, we granted 582,710 shares of restricted stock which require the achievement of certain market-based conditions to become eligible to vest. The shares become eligible to vest based on the achievement of the following conditions:
Number of Shares | Condition to Become Eligible to Vest
--- | ---
30,000 | After the grant date and prior to July 1, 2017, the average closing price per share of the Company's common stock equals or exceeds $25.00 for twenty consecutive trading days
30,000 | After the grant date and prior to July 1, 2017, the average closing price per share of the Company's common stock equals or exceeds $30.00 for twenty consecutive trading days
231,355 | After the grant date and prior to July 1, 2018, the average closing price per share of the Company's common stock equals or exceeds $30.00 for twenty consecutive trading days
261,355 | After the grant date and prior to July 1, 2018, the average closing price per share of the Company's common stock equals or exceeds $35.00 for twenty consecutive trading days
30,000 | After the grant date and prior to July 1, 2018, the average closing price per share of the Company's common stock equals or exceeds $40.00 for twenty consecutive trading days

Shares that become eligible to vest, if any, become Eligible Shares. Eligible Shares vest 25% per quarter over the four calendar quarters following the date they become Eligible Shares. However, all unvested Eligible Shares will be fully vested on July 1, 2018.

In March 2015, we granted 1,748,890 options with an exercise price of $19.76 and 466,266 shares of restricted stock. These grants vest ratably on a quarterly basis over a period of twelve quarters. During the same period we granted 162,695 shares of restricted stock which vest on April 1, 2015 and July 1, 2015.

All stock options and restricted stock were granted under the Amended and Restated 2010 Equity Incentive Plan, as amended.

8. Commitments and Contingencies

**Lease Commitments**

In the first quarter of 2013, we entered into a capital lease agreement for software that expires in 2016. We recognize lease expense on a straight-line basis over the lease term.

The assets under capital lease were as follows at March 31, 2015 and December 31, 2014:

<table>
<thead>
<tr>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in thousands)</td>
<td></td>
</tr>
<tr>
<td>Software</td>
<td>$1,977</td>
</tr>
<tr>
<td>Less: Accumulated amortization</td>
<td>(1,252)</td>
</tr>
<tr>
<td>Assets under capital lease, net</td>
<td>$725</td>
</tr>
</tbody>
</table>

The future minimum lease payments required under the capital leases and the present value of the net minimum lease payments, in thousands, as of March 31, 2015 were as follows:

<table>
<thead>
<tr>
<th>2015</th>
<th>2016</th>
<th>Total minimum lease payments</th>
<th>Less amount representing average interest at 2.2%</th>
</tr>
</thead>
<tbody>
<tr>
<td>$442</td>
<td>294</td>
<td>$736</td>
<td>725</td>
</tr>
</tbody>
</table>

The Company leases office facilities and equipment for various terms under long-term, non-cancellable operating lease agreements. The leases expire at various dates through 2020 and provide for renewal options. The agreements generally require the Company to pay for executory costs such as real estate taxes, insurance and repairs.

**Guarantor Arrangements**

We have agreements whereby we indemnify our officers and directors for certain events or occurrences while the officer or director is or was serving at our request in such capacity. The term of the indemnification period is for the officer or director’s lifetime. The maximum potential amount of future payments we could be required to make under these indemnification agreements is unlimited; however, we have a director and officer insurance policy that limits our exposure and enables us to recover a portion of any future amounts paid. As a result of our insurance policy coverage, we believe the
estimated fair value of these indemnification agreements is minimal. Accordingly, we had no liabilities recorded for these agreements as of March 31, 2015 or December 31, 2014.

In the ordinary course of our business, we include standard indemnification provisions in our agreements with customers. Pursuant to these provisions, we indemnify our customers for losses suffered or incurred in connection with third-party claims that our products infringed upon any U.S. patent, copyright, trademark or other intellectual property right. Where applicable, we generally limit such infringement indemnities to those claims directed solely to our products and not in combination with other software or products. With respect to our products, we also generally reserve the right to resolve any such claims by designing a non-infringing alternative, by obtaining a license on reasonable terms or by terminating our relationship with the customer and refunding the customer’s fees.

The potential amount of future payments to defend lawsuits or settle indemnified claims under these indemnification provisions is unlimited in certain agreements; however, we believe the estimated fair value of these indemnification provisions is minimal, and, accordingly, we had no liabilities recorded for these agreements as of March 31, 2015 or December 31, 2014.

**Litigation**

From time to time, in the normal course of our business, we are a party to litigation matters and claims. Litigation can be expensive and disruptive to normal business operations. Moreover, the results of complex legal proceedings are difficult to predict and our view of these matters may change in the future as the litigation and events related thereto unfold. We expense legal fees as incurred. Insurance recoveries associated with legal costs incurred are recorded when they are deemed probable of recovery.

We review the status of each matter and record a provision for a liability when we consider both that it is probable that a liability has been incurred and that the amount of the loss can be reasonably estimated. These provisions are reviewed quarterly and adjusted as additional information becomes available. If either or both of the criteria are not met, we assess whether there is at least a reasonable possibility that a loss, or additional losses beyond those already accrued, may be incurred. If there is a reasonable possibility that a material loss (or additional material loss in excess of any existing accrual) may be incurred, we disclose an estimate of the amount of loss or range of losses, either individually or in the aggregate, as appropriate, if such an estimate can be made, or disclose that an estimate of loss cannot be made. An unfavorable outcome in any legal matter, if material, could have an adverse effect on our operations, financial position, liquidity and results of operations.

During the three months ended March 31, 2014, we expensed $4.7 million, inclusive of the settlements and other associated costs, related to litigation settled during that period. The litigation related to reimbursement claims made against us, each by a primary and an excess layer errors and omissions insurance carrier. The carriers were seeking reimbursement of claims formerly funded by them relating to a litigation matter settled in 2012.

We are involved in other litigation matters not listed above but we believe that any reasonably possible adverse outcome of these matters would not be material either individually or in the aggregate at this time. Our view of the matters not listed may change in the future as the litigation and events related to those unfold.

**9. Net Loss Per Share**

Basic net loss per share is computed by dividing the net loss by the weighted average number of common shares outstanding during the period. Diluted net loss per share is computed by using the weighted average number of common shares outstanding, including potential dilutive shares of common stock assuming the dilutive effect of outstanding stock options and restricted stock using the treasury stock method. Weighted average shares from common share equivalents in the amount of 1,969,119 and 1,597,747 were excluded from the dilutive shares outstanding because their effect was anti-dilutive for the three months ended March 31, 2015 and 2014, respectively.
The following table presents the calculation of basic and diluted net loss per share:

<table>
<thead>
<tr>
<th>Numerator:</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net loss</td>
<td>$(1,608)</td>
<td>$(836)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Denominator:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weighted average common shares used in computing basic net loss per share</td>
<td>76,956</td>
<td>76,722</td>
</tr>
<tr>
<td>Diluted:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stock options and restricted stock</td>
<td>—</td>
<td>—</td>
</tr>
<tr>
<td>Weighted average common shares used in computing diluted net loss per share</td>
<td>76,956</td>
<td>76,722</td>
</tr>
</tbody>
</table>

Net loss share:

<table>
<thead>
<tr>
<th></th>
<th>Basic</th>
<th>Diluted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic</td>
<td>$$(0.02)$$</td>
<td>$(0.01)</td>
</tr>
<tr>
<td>Diluted</td>
<td>$$(0.02)$$</td>
<td>$(0.01)</td>
</tr>
</tbody>
</table>

10. Income Taxes

We make estimates and judgments in determining income tax expense for financial statement purposes. These estimates and judgments occur in the calculation of certain tax assets and liabilities, which arise from differences in the timing of recognition of revenue and expense for tax and financial statement purposes.

Our provision for income taxes in interim periods is based on our estimated annual effective tax rate. We record cumulative adjustments in the quarter in which a change in the estimated annual effective rate is determined. The estimated annual effective tax rate calculation does not include the effect of discrete events that may occur during the year. The effect of these events, if any, is recorded in the quarter in which the event occurs.

Our effective income tax rate was 51.4% and 37.9% for the three months ended March 31, 2015 and 2014, respectively. Our effective tax rate fluctuated from the statutory rate predominantly due to a mix of earnings among various international tax jurisdictions; state taxes; and permanent differences, including stock compensation and the non-deductibility of contingent consideration related to acquisitions completed in prior years, in relation to our results of operations before income taxes.

The Company plans to filed amended 2013 and 2012 tax returns for selected states to correct certain items that were improperly deducted as detected by the Company subsequent to the initial filings. The primary effect of the amended returns did not result in a current tax liability and reduced the Company's net operating loss deferred tax asset by approximately $1.0 million at December 31, 2014.

11. Fair Value Measurements

The Company records certain financial liabilities at fair value on a recurring basis. The Company determines fair values based on the price it would receive to sell an asset or pay to transfer a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability.

The prescribed fair value hierarchy and related valuation methodologies are as follows:

Level 1 - Inputs are quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs are quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable and market-corroborated inputs which are derived principally from or corroborated by observable market data.

Level 3 - Inputs are derived from valuation techniques in which one of the significant inputs or value drivers are unobservable.

The categorization of an asset or liability within the fair value hierarchy is based on the inputs described above and does not necessarily correspond to the Company’s perceived risk of that asset or liability. Moreover, the methods used by the
Company may produce a fair value calculation that is not indicative of the net realizable value or reflective of future fair values. Furthermore, although the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments and non-financial assets and liabilities could result in a different fair value measurement at the reporting date.

**Assets and liabilities measured at fair value on a recurring basis:**

**Contingent consideration obligations**

The fair value of contingent consideration obligations is estimated using a probability weighted discount model which considers the achievement of the conditions upon which the respective contingent obligation is dependent. The probability of achieving the specified conditions is assessed by applying a Monte Carlo weighted-average model. Inputs into the valuation model include a discount rate specific to the acquired entity, a measure of the estimated volatility and the risk free rate of return. There were no changes in our valuation methodology during the periods ended March 31, 2015 and December 31, 2014.

Significant unobservable inputs used in the contingent consideration fair value measurements included the following at March 31, 2015 and December 31, 2014:

<table>
<thead>
<tr>
<th></th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount rates</td>
<td>22.3 - 60.5%</td>
<td>22.5 - 64.0%</td>
</tr>
<tr>
<td>Volatility rates</td>
<td>42.0 - 47.0%</td>
<td>45.0 - 48.0%</td>
</tr>
<tr>
<td>Risk free rate of return</td>
<td>0.1% - 0.2%</td>
<td>0.1% - 0.2%</td>
</tr>
</tbody>
</table>

In addition to the inputs described above, the fair value estimates consider the projected future operating or financial results for the factor upon which the respective contingent obligation is dependent. The fair value estimates are generally sensitive to changes in these projections. We develop the projected future operating results based on an analysis of historical results, market conditions and the expected impact of anticipated changes in our overall business and/or product strategies.

The following table discloses the liabilities measured at fair value on a recurring basis as of March 31, 2015 and December 31, 2014:

<table>
<thead>
<tr>
<th>Contingent consideration related to the acquisition of:</th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Building</td>
<td>$870</td>
<td>$1,566</td>
</tr>
<tr>
<td>MyBuilding</td>
<td>140</td>
<td>248</td>
</tr>
<tr>
<td>InstaManager</td>
<td>2,781</td>
<td>2,335</td>
</tr>
<tr>
<td></td>
<td>$3,791</td>
<td>$4,150</td>
</tr>
</tbody>
</table>

There were no assets measured at fair value on a recurring basis at March 31, 2015 or December 31, 2014.

The following table summarizes the changes in the fair value of our Level 3 liabilities for the three months ended March 31, 2015 and 2014:

<table>
<thead>
<tr>
<th>Contingent consideration related to the acquisition of:</th>
<th>March 31, 2015</th>
<th>December 31, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Building</td>
<td>$1,566</td>
<td>$1,566</td>
</tr>
<tr>
<td>MyBuilding</td>
<td>248</td>
<td>248</td>
</tr>
<tr>
<td>InstaManager</td>
<td>2,335</td>
<td>2,335</td>
</tr>
<tr>
<td>VMM</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>$4,150</td>
<td>$4,150</td>
</tr>
</tbody>
</table>
Three Months Ended
March 31, 2015

<table>
<thead>
<tr>
<th></th>
<th>2015 (in thousands)</th>
<th>2014 (in thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance at beginning of period</td>
<td>$4,150</td>
<td>$1,827</td>
</tr>
<tr>
<td>Initial contingent consideration</td>
<td>—</td>
<td>4,895</td>
</tr>
<tr>
<td>Settlements through cash payments</td>
<td>$(687)</td>
<td>—</td>
</tr>
<tr>
<td>Net gain on change in fair value</td>
<td>327</td>
<td>179</td>
</tr>
<tr>
<td>Other changes</td>
<td>1</td>
<td>—</td>
</tr>
<tr>
<td>Balance at end of period</td>
<td>$3,791</td>
<td>$6,901</td>
</tr>
</tbody>
</table>

Net gains or losses on the change in the fair value of the contingent consideration obligations are included in the "General and administrative" line in the accompanying Consolidated Statements of Operations.

**Assets and liabilities measured at fair value on a non-recurring basis:**

Assets measured at fair value on a non-recurring basis as of March 31, 2015 consisted of an indefinite-lived intangible asset. Due to a change in circumstance, the Company assessed the InstaManager trade name for impairment during the period ended March 31, 2015. The impairment analysis included comparing the estimated fair value of the trade name to its carrying value. We used a discounted cash flow model to estimate the fair value of the trade name. Cash flows were estimated by applying a royalty rate to the estimated future revenues generated by the InstaManager trade name. Significant unobservable inputs used in deriving the fair value include the royalty rate applied to the projected revenue stream and the discount rate used to determine the present value of the estimated future cash flows. Through the application of this model, we concluded the fair value of the trade name was $0 at March 31, 2015 and recognized an impairment charge in income. The analysis resulted in the recognition of an impairment charge in the amount of $0.5 million during the three months ended March 31, 2015. See Note 5 for further discussion of the impairment. We believe that the methods and assumptions used to determine the fair value of the trade name are reasonable. Based on the significant unobservable inputs required, we concluded that the estimate should be classified as Level 3 measurement.

There were no liabilities measured at fair value on a non-recurring basis at March 31, 2015. There were no assets or liabilities measured at fair value on a non-recurring basis at December 31, 2014. We estimated the fair value of the asset group by discounting the estimated future cash flows, adjusted to reflect the expectations of market participants, to their present value.

**Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations.**

This Quarterly Report on Form 10-Q contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (which Sections were adopted as part of the Private Securities Litigation Reform Act of 1995). Statements preceded by, followed by or that otherwise include the words “anticipates,” “believes,” “could,” “seeks,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “projects,” “should,” “will,” “would” or similar expressions and the negatives of those terms are generally forward-looking in nature and not historical facts. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any anticipated results, performance or achievements. Factors that might cause or contribute to such differences include, but are not limited to those discussed in the section entitled “Risk Factors” in Part II, Item 1A of this report. You should carefully review the risks described herein and in the other documents we file from time to time with the Securities and Exchange Commission (“SEC”), including our Annual Report on Form 10-K for fiscal year 2014. You should not place undue reliance on forward-looking statements herein, which speak only as of the date of this report. Except as required by law, we disclaim any intention, and undertake no obligation, to revise any forward-looking statements, whether as a result of new information, a future event or otherwise.

**Overview**

We are a leading provider of on demand software and software-enabled services for the rental housing and vacation rental industries. Our broad range of property management solutions enables owners and managers of a wide variety of single and multifamily rental property types to enhance the visibility, control and profitability of each portion of the renter life cycle and operation of a property. By integrating and streamlining a wide range of complex processes and interactions among the rental housing and vacation rental ecosystem of owners, managers, prospects, renters and service providers, our platform helps optimize the property management process, improve the user experience, increase revenue and reduce costs for professional property managers.

The substantial majority of our revenue is derived from sales of our on demand software solutions. We also derive revenue from our professional and other services. A small percentage of our revenue is derived from sales of our on premise
Recent Acquisitions

In January 2014, we acquired certain assets from Bookt LLC, including the InstaManager product ("InstaManager"), for a purchase price of $9.2 million, consisting of a cash payment of $6.0 million at closing, a deferred cash payment of up to $1.0 million payable over two years after the acquisition date and contingent cash payments totaling up to $7.0 million if certain revenue targets are met for the twelve months ending March 31, 2015 and March 31, 2016. InstaManager is a software-as-a-service vacation rental booking system used by professional managers of vacation rental properties. InstaManager offers marketing websites, online pricing and availability, online booking, automated reservations, payment processing and insurance sales. In March 2015, we completed the integration of InstaManager with other subsequently acquired software products.

In March 2014, we acquired certain assets from Virtual Maintenance Manager LLC, including the Virtual Maintenance Manager product ("VMM"), for a purchase price of $1.2 million, consisting of a cash payment of $1.0 million at closing, a deferred cash payment of up to $0.2 million payable over two years after the acquisition date and contingent cash payments of up to $2.0 million if certain revenue targets are met for the twelve months ending June 30, 2015 and June 30, 2016. VMM is a software-as-a-service application that facilitates the management of the end-to-end maintenance life cycle for single family and multifamily rental properties and provides property managers with enhanced visibility into their maintenance costs, manages resources and provides enhanced business control for property managers.

In May 2014, we acquired substantially all of the operating assets of Notivus Multi-Family, LLC ("Notivus") for a purchase price of $4.4 million, which consisted of a cash payment of $3.6 million at closing and a deferred cash payment of up to $0.8 million payable over two years after the acquisition date. The acquisition of Notivus expanded our ability to provide vendor risk management and compliance software solutions for the rental housing industry.

In June 2014, we acquired all of the issued and outstanding stock of Kigo, Inc. ("Kigo"). Kigo is a software-as-a-service vacation rental booking system based in the United States with operations in Spain. Kigo offers services for vacation rental property managers that include vacation rental calendars, scheduling, reservations, accounting, channel management, website design, payment processing and other tasks to aid the management of leads, revenue, resources and lodging calendars. We acquired Kigo for a purchase price of $36.2 million, consisting of a cash payment of $30.7 million and a deferred cash payment of up to $5.5 million, payable over two and a half years after the acquisition date. We integrated Kigo with our existing vacation rental products and launched an enhanced version of the software in March 2015.
Key Business Metrics

In addition to traditional financial measures, we monitor our operating performance using a number of financially and non-financially derived metrics that are not included in our consolidated financial statements. We monitor the key performance indicators as follows:

On demand revenue. This metric represents the license and subscription fees relating to our on demand software solutions, typically licensed over one year terms; commission income from sales of renter’s insurance policies and transaction fees for certain of our on demand software solutions. We consider on demand revenue to be a key business metric because we believe the market for our on demand software solutions represents the largest growth opportunity for our business.

On demand revenue as a percentage of total revenue. This metric represents on demand revenue for the period presented divided by total revenue for the same period. We use on demand revenue as a percentage of total revenue to measure our success in executing our strategy to increase the penetration of our on demand software solutions and expand our recurring revenue streams attributable to these solutions. We expect our on demand revenue to remain a significant percentage of our total revenue although the actual percentage may vary from period to period due to a number of factors, including the timing of acquisitions, professional and other revenues and on premise perpetual license sales and maintenance fees.

Ending on demand units. This metric represents the number of rental housing units managed by our customers with one or more of our on demand software solutions at the end of the period. We use ending on demand units to measure the success of our strategy of increasing the number of rental housing units managed with our on demand software solutions. Property unit counts are provided to us by our customers as new sales orders are processed. Property unit counts may be adjusted periodically as information related to our customers’ properties is updated or supplemented, which could result in adjustments to the number of units previously reported.

Non-GAAP on demand revenue. This metric represents on demand revenue plus acquisition-related and other deferred revenue adjustments. We use this metric to evaluate our on demand revenue as we believe its inclusion provides a more accurate depiction of on demand revenue arising from our strategic acquisitions.

Non-GAAP on demand revenue per average on demand unit. This metric represents non-GAAP on demand revenue for the period presented divided by average on demand units for the same period. For interim periods, the calculation is performed on an annualized basis. We calculate average on demand units as the average of the beginning and ending on demand units for each quarter in the period presented. We monitor this metric to measure our success in increasing the number of on demand software solutions utilized by our customers to manage their rental housing units, our overall revenue and profitability.

Adjusted EBITDA. We define this metric as net income or loss plus acquisition-related and other deferred revenue adjustments; depreciation and asset impairment; loss on the sale or impairment of assets; amortization of intangible assets; net interest expense; income tax (benefit) expense; stock-based compensation expense; any impact related to past litigation with Yardi Systems, Inc. (including related insurance litigation and settlement costs), collectively the “Yardi Litigation”, and acquisition-related expense. We believe that the use of Adjusted EBITDA is useful to investors and other users of our financial statements in evaluating our operating performance across companies and across periods. We believe that:

- Adjusted EBITDA provides investors and other users of our financial information consistency and comparability with our past financial performance, facilitates period-to-period comparisons of operations and facilitates comparisons with our peer companies, many of which use similar non-GAAP financial measures to supplement their GAAP results;
- it is useful to exclude certain non-cash charges, such as depreciation and asset impairment, amortization of intangible assets and stock-based compensation and non-core operational charges, such as acquisition-related expenses and any impact related to the Yardi Litigation, from Adjusted EBITDA because the amount of such expenses in any specific period may not directly correlate to the underlying performance of our business operations and these expenses can vary significantly between periods as a result of new acquisitions, full amortization of previously acquired tangible and intangible assets or the timing of new stock-based awards, as the case may be; and
- it is useful to include adjustments for deferred revenue written down for GAAP purposes under purchase accounting rules and revenue deferred due to a lack of historical experience in determining the settlement of the contractual obligation in order to appropriately measure the underlying performance of our business operations in the period of activity and associated expense.

We use Adjusted EBITDA in conjunction with traditional GAAP operating performance measures as part of our overall assessment of our performance; for planning purposes, including the preparation of our annual operating budget; to evaluate the effectiveness of our business strategies and to communicate with our board of directors concerning our financial performance.

We do not place undue reliance on Adjusted EBITDA as our only measure of operating performance. Adjusted EBITDA should not be considered as a substitute for other measures of liquidity or financial performance reported in accordance with
GAAP. There are limitations to using non-GAAP financial measures, including that other companies may calculate these measures differently than we do, that they do not reflect our capital expenditures or future requirements for capital expenditures and that they do not reflect changes in, or cash requirements for, our working capital. We compensate for the inherent limitations associated with using Adjusted EBITDA measures through disclosure of these limitations, presentation of our financial statements in accordance with GAAP and reconciliation of Adjusted EBITDA to the most directly comparable GAAP measure, net income or loss.

**Key Components of Our Results of Operations**

**Revenue**

We derive our revenue from three primary sources: our on demand software solutions; our on premise software solutions; and our professional and other services.

*On demand revenue.* Revenue from our on demand software solutions is composed of license and subscription fees relating to our on demand software solutions, typically licensed over one year terms, commission income from sales of renter’s insurance policies and transaction fees for certain on demand software solutions, such as payment processing, spend management and billing services. Typically, we price our on demand software solutions based primarily on the number of units or beds the customer manages with our solutions. For our insurance based solutions, our agreement provides for a fixed commission on earned premiums related to the policies sold by us. The agreement also provides for a contingent commission to be paid to us. This agreement provides for a calculation that considers, on the policies sold by us, earned premiums less i) earned agent commissions; ii) a percent of premium retained by our underwriting partner; iii) incurred losses and iv) profit retained by our underwriting partner during the time period. Our estimate of our contingent commission revenue considers historical loss experience on the policies sold by us. For our transaction-based solutions, we price based on a fixed rate per transaction.

*On premise revenue.* Our on premise software solutions are distributed to our customers and maintained locally on the customer's hardware. Revenue from our on premise software solutions is composed of license fees under term and perpetual license agreements. Typically, we have licensed our on premise software solutions pursuant to license agreements with an initial term of one year that include maintenance and support. Customers can renew their license agreement for additional one-year terms at renewal price levels.

We no longer actively market our legacy on premise software solutions to new customers, and only license our on premise software solutions to a small portion of our existing on premise customers as they expand their portfolio of rental housing properties. While we intend to support our acquired on premise software solutions, we expect that many of the customers who license these solutions will transition to our on demand software solutions over time.

*Professional and other revenue.* Revenue from professional and other services consists of consulting and implementation services, training and other ancillary services. We complement our solutions with professional and other services for our customers willing to invest in enhancing the value or decreasing the implementation time of our solutions. Our professional and other services are typically priced as time and material engagements.

**Cost of Revenue**

Cost of revenue consists primarily of personnel costs related to our operations, support services, training and implementation services, expenses related to the operation of our data center and fees paid to third-party service providers. Personnel costs include salaries, bonuses, stock-based compensation and employee benefits. Cost of revenue also includes an allocation of facilities costs, overhead costs and depreciation, as well as amortization of acquired technology related to strategic acquisitions and amortization of capitalized development costs. We allocate facilities, overhead costs and depreciation based on headcount.

**Operating Expenses**

We classify our operating expenses into three categories: product development, sales and marketing and general and administrative. Our operating expenses primarily consist of personnel costs, costs for third-party contracted development, marketing, legal, accounting and consulting services and other professional service fees. Personnel costs for each category of operating expenses include salaries, bonuses, stock-based compensation and employee benefits for employees in that category. In addition, our operating expenses include an allocation of our facilities costs, overhead costs and depreciation based on headcount for that category, as well as amortization of purchased intangible assets resulting from our acquisitions.

*Product development.* Product development expense consists primarily of personnel costs for our product development employees and executives and fees to contract development vendors. Our product development efforts are focused primarily on increasing the functionality and enhancing the ease of use of our on demand software solutions and expanding our suite of on demand software solutions. In 2008 and 2011, we established a product development and service center in Hyderabad, India and Manila, Philippines, respectively, to take advantage of strong technical talent at lower personnel costs compared to the United States.
Sales and marketing. Sales and marketing expense consists primarily of personnel costs for our sales, marketing and business development employees and executives, travel and entertainment and marketing programs. Marketing programs consist of amounts paid for search engine optimization and search engine marketing, renter’s insurance and other advertising, trade shows, user conferences, public relations, industry sponsorships and affiliations and product marketing. In addition, sales and marketing expense includes amortization of certain purchased intangible assets, including customer relationships and key vendor and supplier relationships obtained in connection with our acquisitions.

General and administrative. General and administrative expense consists of personnel costs for our executive, finance and accounting, human resources, management information systems and legal personnel, as well as legal, accounting and other professional service fees and other corporate expenses.

Critical Accounting Policies and Estimates

The preparation of our condensed consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses and related disclosures. We base these estimates and assumptions on historical experience or on various other factors that we believe to be reasonable and appropriate under the circumstances. We reconsider and evaluate our estimates and assumptions on an on-going basis. Accordingly, actual results may differ significantly from these estimates.

We believe that the following critical accounting policies involve our more significant judgments, assumptions and estimates, and therefore, could have the greatest potential impact on our condensed consolidated financial statements:

- Revenue recognition;
- Deferred revenue;
- Fair value measurements;
- Accounts receivable and related allowance;
- Purchase accounting and contingent consideration;
- Goodwill and other intangible assets with indefinite lives;
- Impairment of long-lived assets;
- Intangible assets;
- Stock-based compensation;
- Income taxes, including deferred tax assets and liabilities; and
- Capitalized product development costs.

A full discussion of our critical accounting policies, which involve significant management judgment, appears in our Form 10-K under “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies.” For further information regarding our business, industry trends, accounting policies and estimates and risks and uncertainties, refer to our Form 10-K.

Results of Operations

The following tables set forth our results of operations for the specified periods. The period-to-period comparison of financial results is not necessarily indicative of future results.
Condensed Consolidated Statements of Operations

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On demand</td>
<td>$106,460</td>
<td>$97,008</td>
</tr>
<tr>
<td>On premise</td>
<td>741</td>
<td>865</td>
</tr>
<tr>
<td>Professional and other</td>
<td>3,269</td>
<td>2,690</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>110,470</td>
<td>100,563</td>
</tr>
<tr>
<td><strong>Cost of revenue</strong></td>
<td>47,724</td>
<td>39,927</td>
</tr>
<tr>
<td><strong>Gross profit</strong></td>
<td>62,746</td>
<td>60,636</td>
</tr>
<tr>
<td><strong>Operating expense:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Product development</td>
<td>17,977</td>
<td>14,841</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>28,951</td>
<td>25,991</td>
</tr>
<tr>
<td>General and administrative</td>
<td>18,863</td>
<td>20,929</td>
</tr>
<tr>
<td><strong>Total operating expense</strong></td>
<td>65,791</td>
<td>61,761</td>
</tr>
<tr>
<td><strong>Operating loss</strong></td>
<td>(3,045)</td>
<td>(1,125)</td>
</tr>
<tr>
<td>Interest expense and other, net</td>
<td>(267)</td>
<td>(222)</td>
</tr>
<tr>
<td><strong>Loss before income taxes</strong></td>
<td>(3,312)</td>
<td>(1,347)</td>
</tr>
<tr>
<td>Income tax benefit</td>
<td>(1,704)</td>
<td>(511)</td>
</tr>
<tr>
<td><strong>Net loss</strong></td>
<td>(1,608)</td>
<td>(836)</td>
</tr>
<tr>
<td><strong>Net loss per share</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>$ (0.02)</td>
<td>$ (0.01)</td>
</tr>
<tr>
<td>Diluted</td>
<td>$ (0.02)</td>
<td>$ (0.01)</td>
</tr>
<tr>
<td><strong>Weighted average shares used in computing net loss per share</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic</td>
<td>76,956</td>
<td>76,722</td>
</tr>
<tr>
<td>Diluted</td>
<td>76,956</td>
<td>76,722</td>
</tr>
</tbody>
</table>

(1) Includes stock-based compensation expense as follows:

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of revenue</td>
<td>$1,234</td>
<td>$1,007</td>
</tr>
<tr>
<td>Product development</td>
<td>2,719</td>
<td>1,912</td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>3,789</td>
<td>3,143</td>
</tr>
<tr>
<td>General and administrative</td>
<td>3,005</td>
<td>3,163</td>
</tr>
</tbody>
</table>
The following table sets forth our results of operations for the specified periods as a percentage of our revenue for the periods. The period-to-period comparison of financial results is not necessarily indicative of future results.

<table>
<thead>
<tr>
<th align="right">Three Months Ended March 31,</th>
<th>2015</th>
<th>2014</th>
<th>Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td align="right"><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right">On demand</td>
<td>96.4</td>
<td>96.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right">On premise</td>
<td>0.7</td>
<td>0.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right">Professional and other</td>
<td>2.9</td>
<td>2.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right"><strong>Total revenue</strong></td>
<td>100.0</td>
<td>100.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right"><strong>Cost of revenue</strong></td>
<td>43.2</td>
<td>39.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right"><strong>Gross profit</strong></td>
<td>56.8</td>
<td>60.3</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right"><strong>Operating expense:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right">Product development</td>
<td>16.3</td>
<td>14.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right">Sales and marketing</td>
<td>26.2</td>
<td>25.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right">General and administrative</td>
<td>17.1</td>
<td>20.8</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right"><strong>Total operating expenses</strong></td>
<td>59.6</td>
<td>61.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right"><strong>Operating loss</strong></td>
<td>(2.8)</td>
<td>(1.1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right">Interest expense and other, net</td>
<td>(0.2)</td>
<td>(0.2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right"><strong>Loss before income taxes</strong></td>
<td>(3.0)</td>
<td>(1.3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right">Income tax benefit</td>
<td>(1.5)</td>
<td>(0.5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td align="right"><strong>Net loss</strong></td>
<td>(1.5)</td>
<td>(0.8)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Results for the Three Months Ended March 31, 2015 compared to the Three Months Ended March 31, 2014

### Revenue

<table>
<thead>
<tr>
<th>Three Months Ended March 31,</th>
<th>2015</th>
<th>2014</th>
<th>Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On demand</td>
<td>$106,460</td>
<td>$97,008</td>
<td>$9,452</td>
<td>9.7%</td>
</tr>
<tr>
<td>On premise</td>
<td>741</td>
<td>865</td>
<td>(124)</td>
<td>(14.3%)</td>
</tr>
<tr>
<td>Professional and other</td>
<td>3,269</td>
<td>2,690</td>
<td>579</td>
<td>21.5%</td>
</tr>
<tr>
<td><strong>Total revenue</strong></td>
<td>$110,470</td>
<td>$100,563</td>
<td>$9,907</td>
<td>9.9%</td>
</tr>
</tbody>
</table>

On demand unit metrics:

- Ending on demand units: 9,700 vs. 9,285 (+415, 4.5%)
- Average on demand units: 9,630 vs. 9,154 (+476, 5.2%)
- Non-GAAP on demand revenue: $105,994 vs. $98,332 (+$7,662, 7.8%)
- Annualized non-GAAP on demand revenue per average on demand unit: $44.03 vs. $42.97 (+$1.1, 2.5%)
The changes in total revenue for the three months ended March 31, 2015 and 2014 were due to the following changes in our three revenue components:

*On demand revenue.* Our on demand revenue increased $9.5 million for the three months ended March 31, 2015 as compared to the same period in 2014. This increase was primarily driven by growth across our Resident Services, Property Management and Asset Optimization solutions. Overall revenue growth was also supported by our 2014 investments in our on demand data processing infrastructure, product development and sales force. These factors generated an increase in the number of rental property units managed with our on demand solutions as well as an increase in the number of our on demand products used by our existing customer base. The increased product penetration within our existing customer base resulted in an increase in our revenue per average on demand unit from $42.97 at March 31, 2014, to $44.03 at March 31, 2015.

*On premise revenue.* On premise revenue decreased by $0.1 million for the three months ended March 31, 2015 as compared to the same period in 2014. We no longer actively market our legacy on premise software solutions to new customers and only market and support our acquired on premise software solutions. We expect on premise revenue to continue to decline over time as we transition acquired on premise customers to our on demand property management solutions.

*Professional and other revenue.* Professional and other services revenue increased $0.6 million for the three months ended March 31, 2015, as compared to the same period in 2014, primarily due to an increase in revenue from consulting and training services related to the implementation of our solutions.

*On demand unit metrics.* As of March 31, 2015, one or more of our on demand solutions was utilized in the management of 9.7 million rental property units, representing an increase of 4.5% compared to the same period in 2014. The increase in the number of rental property units managed by one or more of our on demand solutions was due to new customer sales, marketing efforts to existing customers and our acquisitions completed subsequent to March 31, 2014.

### Cost of Revenue

<table>
<thead>
<tr>
<th></th>
<th>2015 (in thousands)</th>
<th>2014 (in thousands)</th>
<th>Change (in thousands)</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of revenue</td>
<td>$41,271</td>
<td>$34,639</td>
<td>$6,632</td>
<td>19.1%</td>
</tr>
<tr>
<td>Stock-based compensation</td>
<td>1,234</td>
<td>1,007</td>
<td>227</td>
<td>22.5%</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>5,219</td>
<td>4,281</td>
<td>938</td>
<td>21.9%</td>
</tr>
<tr>
<td><strong>Total cost of revenue</strong></td>
<td>$47,724</td>
<td>$39,927</td>
<td>$7,797</td>
<td>19.5%</td>
</tr>
</tbody>
</table>

*Cost of revenue.* The increase in cost of revenue for the three months ended March 31, 2015 as compared to the same period in 2014 was primarily attributable to a $3.0 million increase in direct costs resulting from increased sales of our solutions, including a higher volume of transactions from our payments processing solution; a $2.3 million increase in personnel expense primarily resulting from increased expenditures supporting our growth initiatives, staffing increases for anticipated seasonal call center volume, and, to a lesser degree, increases in headcount added as a result of our 2014 acquisitions; and an increase of $1.3 million in technology and facility investments to support our on demand delivery and data infrastructure.

### Operating Expenses

<table>
<thead>
<tr>
<th></th>
<th>2015 (in thousands)</th>
<th>2014 (in thousands)</th>
<th>Change (in thousands)</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product development</td>
<td>$14,002</td>
<td>$11,885</td>
<td>$2,117</td>
<td>17.8%</td>
</tr>
<tr>
<td>Stock-based compensation</td>
<td>2,719</td>
<td>1,912</td>
<td>807</td>
<td>42.2%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>1,256</td>
<td>1,044</td>
<td>212</td>
<td>20.3%</td>
</tr>
<tr>
<td><strong>Total product development expense</strong></td>
<td>$17,977</td>
<td>$14,841</td>
<td>$3,136</td>
<td>21.1%</td>
</tr>
</tbody>
</table>

*Product development.* Product development expenses increased by $2.1 million during the three months ended March 31, 2015 as compared to the same period in 2014. This change was primarily attributable to an increase of $1.6 million in personnel expenses in order to support our strategy of developing, launching and improving our new and existing solutions; an increase in technology and facility expenses of $0.3 million; and the reversal of capitalized development costs totaling $0.6 million related to changes in the underlying projects. These increases were partially offset by a decrease in expenses related to consulting and other professional services of $0.3 million and a decrease in travel related expenditures of $0.1 million.
### Three Months Ended March 31,

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
<th>Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(in thousands)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales and marketing</td>
<td>$21,897</td>
<td>$19,549</td>
<td>$2,348</td>
<td>12.0%</td>
</tr>
<tr>
<td>Stock-based compensation</td>
<td>3,789</td>
<td>3,143</td>
<td>646</td>
<td>20.6%</td>
</tr>
<tr>
<td>Depreciation and amortization</td>
<td>3,265</td>
<td>3,299</td>
<td>(34)</td>
<td>(1.0%)</td>
</tr>
<tr>
<td><strong>Total sales and marketing expense</strong></td>
<td>$28,951</td>
<td>$25,991</td>
<td>$2,960</td>
<td>11.4%</td>
</tr>
</tbody>
</table>

**Sales and marketing.** The increase in sales and marketing expense for the three months ended March 31, 2015 as compared to the same period in 2014 was primarily due to an increase of $2.7 million in personnel expenses, consistent with our efforts to expand and invest in our sales force; increases in information technology expense of $0.6 million and in consulting and other professional services expense of $0.1 million to support those sales efforts; and an increase in bad debt expense of $0.6 million. These increases were partially offset by a decrease in SEO and SEM activity of $1.3 million, consistent with our focus on increasing the efficiency of certain business functions, and a decrease in travel related expenditures of $0.4 million.

<table>
<thead>
<tr>
<th></th>
<th>2015</th>
<th>2014</th>
<th>Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(in thousands)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General and administrative</td>
<td>$14,987</td>
<td>$16,886</td>
<td>(1,899)</td>
<td>(11.2)%</td>
</tr>
<tr>
<td>Stock-based compensation</td>
<td>3,005</td>
<td>3,163</td>
<td>(158)</td>
<td>(5.0)%</td>
</tr>
<tr>
<td>Depreciation</td>
<td>871</td>
<td>880</td>
<td>(9)</td>
<td>(1.0)%</td>
</tr>
<tr>
<td><strong>Total general and administrative expense</strong></td>
<td>$18,863</td>
<td>$20,929</td>
<td>(2,066)</td>
<td>(9.9)%</td>
</tr>
</tbody>
</table>

**General and administrative.** General and administrative expenses decreased by $1.9 million for the three months ended March 31, 2015 as compared to the same period in 2014. This decrease was primarily attributable to a decrease in legal expense of $5.2 million, the majority of which is related to one-time litigation and settlement costs incurred in the first quarter of 2014, as well as a decrease in travel related expenditures of $0.2 million. These decreases were partially offset by expenditures to improve our capacity and ability to scale operations and investments in infrastructure necessary to support the growth of our global operations and improve the efficiency of our internal systems and management tools. These include a $2.3 million increase in personnel related expenses; an increase in technology and facility related expenses of $0.3 million; and an increase in consulting and other professional services expense of $0.2 million. Other offsetting increases were due to the impairment of an indefinite-lived intangible asset in the amount of $0.5 million and expense related to fair value adjustments of our acquisition-related liabilities of $0.2 million.

**Interest Expense and Other, Net**

The increase in interest expense and other, net for the three months ended March 31, 2015, as compared to the same period in 2014, was primarily due to an increase in expense related to the amortization of our debt origination costs and an increase in the balance on our revolving facility credit during the period in 2015 as compared to 2014.

**Provision for Taxes**

We compute our provision for income taxes on a quarterly basis by applying the estimated annual effective tax rate to income from recurring operations and other taxable income. Our effective income tax rate was 51.4% and 37.9% for the three months ended March 31, 2015 and 2014, respectively. Our effective tax rate fluctuated from the statutory rate predominantly due to a mix of earnings among various tax jurisdictions; state taxes; and permanent differences, including stock compensation and the non-deductibility of contingent consideration related to acquisitions completed in prior years, in relation to our results of operations before income taxes.

**Reconciliation of Non-GAAP Financial Measures**

The following provides a reconciliation of on demand revenue to non-GAAP on demand revenue, our most directly comparable GAAP financial measure:
On demand revenue | $106,460 | $97,008
Acquisition-related and other deferred revenue adjustments | (466) | 1,324
Non-GAAP on demand revenue | $105,994 | $98,332

The following provides a reconciliation of net loss to Adjusted EBITDA:

Net loss | $ (1,608) | $ (836)
Acquisition-related and other deferred revenue adjustments | (466) | 1,324
Depreciation, asset impairment and loss on sale of assets | 6,150 | 4,209
Amortization of intangible assets | 5,580 | 5,315
Interest expense, net | 267 | 224
Income tax benefit | (1,704) | (511)
Litigation related expense | 2 | 4,677
Stock-based compensation expense | 10,747 | 9,225
Acquisition-related expense | 1,092 | 881
Adjusted EBITDA | $20,060 | $24,508

Our Adjusted EBITDA decreased from approximately $24.5 million for the three months ended March 31, 2014 to approximately $20.1 million for the three months ended March 31, 2015. Items which had a significant impact on the change in Adjusted EBITDA between the periods are discussed below.

The net loss for the three months ended March 31, 2015 increased as compared to the same period in 2014. This the result of an increase in revenue of $9.9 million, which was offset by increased sales and marketing and product development expenditures. These increased expenditures were directly related to the implementation of our strategies to grow our sales force, continue to develop new and existing software solutions and introduce these into the marketplace and to continue to invest in our on demand delivery and data infrastructure.

Acquisition-related and other deferred revenue adjustments decreased by $1.8 million for the three months ended March 31, 2015 as compared to the same period in 2014 due to the resolution of portions of deferred revenue written down for GAAP purposes under purchase accounting rules and revenue deferred due to a lack of historical experience in determining the settlement of the underlying contractual obligations.

Depreciation, asset impairment and loss on the sale of assets increased by $1.9 million for the three months ended March 31, 2015 as compared to the same period in 2014 due to the recognition of the impairment of an indefinite-lived intangible asset in the amount of $0.5 million, the reversal of capitalized development costs totaling $0.6 million related to changes in the underlying projects and an increase in depreciation expense of $0.8 million.

Income tax benefit increased by $1.2 million for the three months ended March 31, 2015 as compared to the same period in 2014. This change is primarily due to the increase in the net loss between the two periods and due to an increase in our effective tax rate, which increased from 37.9% for the three months ended March 31, 2014 to 51.4% for the three months ended March 31, 2015. Our effective tax rate fluctuated from the statutory rate predominantly due to a mix of earnings among various international tax jurisdictions; state taxes; and permanent differences, including stock compensation and the non-deductibility of contingent consideration related to acquisitions completed in prior years, in relation to our results of operations before income taxes.

Litigation related expense decreased by $4.7 million for the three months ended March 31, 2015 as compared to the same period in 2014. This decrease was primarily due to one-time litigation and settlement costs incurred in the first quarter of 2014.

Stock-based compensation expense increased by $1.5 million for the three months ended March 31, 2015 as compared to the same period in 2014 primarily due to an increase in award grants vesting during the first quarter of 2015 as compared to the first quarter of 2014 and additional expense in 2015 related to market-based awards granted subsequent to March 31, 2014.
Liquidity and Capital Resources

Our primary sources of liquidity as of March 31, 2015 consisted of $27.8 million of cash and cash equivalents, $185.0 million available under our revolving line of credit and $41.7 million of current assets less current liabilities (excluding $27.8 million of cash and cash equivalents and $72.2 million of deferred revenue).

Our principal uses of liquidity have been to fund our operations, working capital requirements, capital expenditures and acquisitions and to service our debt obligations. We expect that working capital requirements, capital expenditures, acquisitions and share repurchases will continue to be our principal needs for liquidity over the near term. In addition, we have made several acquisitions in which a portion of the cash purchase price is payable at various times through 2016. We expect to fund these obligations from cash provided by operating activities or, in some cases, the issuance of shares of our common stock at our election.

We believe that our existing cash and cash equivalents, working capital (excluding deferred revenue and cash and cash equivalents) and our cash flows from operations are sufficient to fund our operations, working capital requirements, planned capital expenditures and to service our debt obligations for at least the next twelve months. Our future working capital requirements will depend on many factors, including our rate of revenue growth, the timing and size of acquisitions, the expansion of our sales and marketing activities, the timing and extent of spending to support product development efforts, the timing of introductions of new solutions and enhancements to existing solutions and the continuing market acceptance of our solutions. We may enter into acquisitions of complementary businesses, applications or technologies in the future, which could require us to seek additional equity or debt financing. Additional funds may not be available on terms favorable to us, or at all.

As of December 31, 2014, we had federal and state net operating loss carryforwards of $183.8 million and $7.3 million, respectively. These carryforwards may be available to offset potential payments of future federal and state income tax liabilities and, if unused, expire at various dates through 2033 for both federal and state income tax purposes.

The following table sets forth cash flow data for the periods indicated therein:

<table>
<thead>
<tr>
<th>Three Months Ended March 31,</th>
<th>2015</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net cash provided by operating activities</td>
<td>$22,498</td>
<td>$23,626</td>
</tr>
<tr>
<td>Net cash used in investing activities</td>
<td>(6,182)</td>
<td>(14,441)</td>
</tr>
<tr>
<td>Net cash used in financing activities</td>
<td>(15,301)</td>
<td>(1,577)</td>
</tr>
</tbody>
</table>

**Net Cash Provided by Operating Activities**

During the three months ended March 31, 2015, cash provided by operating activities consisted of a net loss of $1.6 million, net non-cash charges of $20.7 million and a net inflow of cash from changes in working capital of $3.4 million. Net non-cash charges to income primarily consisted of stock-based compensation expense of $10.7 million, depreciation and amortization expense of $10.6 million, losses on the disposal and impairment of assets totaling $1.1 million and acquisition-related contingent consideration expense of $0.4 million. These charges were partially offset by a deferred tax benefit of $2.1 million.

The net inflow of cash from changes in working capital during the three months ended March 31, 2015 was primarily attributable to a decrease in accounts receivable of $4.0 million, an increase in accounts payable and accrued expenses of $1.5 million and an increase in other current and long-term liabilities of $0.2 million. These inflows of cash were partially offset by an increase in prepaid expenses and other current and long-term assets of $1.1 million and a decrease in deferred revenue of $1.2 million.

**Net Cash Used in Investing Activities**

For the three months ended March 31, 2015, investing activities consisted of capital expenditures of $6.2 million related to investments in our technology infrastructure and in our Philippine and Indian operations to support our growth initiatives.

**Net Cash Used in Financing Activities**

Net cash used in financing activities was $15.3 million during the three months ended March 31, 2015 and consisted primarily of payments on our revolving line of credit, capital lease obligations and acquisition-related consideration of $6.3 million, purchases of common stock under the stock repurchase program of $7.9 million and net payments of $1.1 million related to activity in our stock-based compensation plans.

**Contractual Obligations, Commitments and Contingencies**

**Contractual Obligations**
Our contractual obligations relate primarily to borrowings and interest payments under credit facilities, capital leases, operating leases and purchase obligations. There have been no material changes outside normal operations in our contractual obligations from our disclosures within our Form 10-K.

**Long-Term Debt Obligations**

On September 30, 2014, we entered into a new agreement for a secured revolving credit facility to refinance our outstanding revolving loans. The new credit facility provides an aggregate principal amount of up to $200.0 million, with sublimits of $10.0 million for the issuance of letters of credit and for $20.0 million of swingline loans. The credit facility also allows us, subject to certain conditions, to request additional term loans or revolving commitments in an aggregate principal amount of up to $150.0 million, plus an amount that would not cause our consolidated net leverage ratio to exceed 3.25 to 1.00. Advances under the credit facility may be voluntarily prepaid and re-borrowed. At our option, the revolving loans accrue interest at a per annum rate equal to either LIBOR, plus a margin ranging from 1.25% to 1.75%, or the Base Rate, plus a margin ranging from 0.25% to 0.75%. The credit agreement permits, at our discretion, the use of one, two, three or six month LIBOR. The Base Rate is defined as the greater of Wells Fargo’s prime rate, the Federal Funds Rate plus 0.50% or one month LIBOR plus 1.00%. In each case the applicable margin is determined based upon our consolidated net leverage ratio.

The interest is due and payable quarterly, in arrears, for loans bearing interest at the Base Rate and at the end of the applicable interest period in the case of loans bearing interest at the adjusted LIBOR rate. All outstanding principal and accrued and unpaid interest is due upon the credit facility's maturity on September 30, 2019. The credit facility is secured by substantially all of our assets, and certain of our existing and future material domestic subsidiaries are required to guaranty our obligations under the credit facility.

Our credit facility contains customary covenants, subject in each case to customary exceptions and qualifications, which limit our and certain of our subsidiaries’ ability to, among other things, incur additional indebtedness or guarantee indebtedness of others; create liens on our assets; enter into mergers or consolidations; dispose of assets; prepay certain indebtedness or make changes to our governing documents and certain of our agreements; pay dividends and make other distributions on our capital stock and redeem and repurchase our capital stock; make investments, including acquisitions; and enter into transactions with affiliates. Our credit facility additionally contains customary affirmative covenants. We are also required to comply with a maximum consolidated net leverage ratio and a minimum interest coverage ratio. The interest coverage ratio, which is a ratio of our four previous fiscal consecutive quarters’ consolidated EBITDA to our interest expense, is not to be less than 3.00 to 1.00 as of the last day of any fiscal quarter. The consolidated net leverage ratio, which is the ratio of funded indebtedness on the last day of each fiscal quarter to the four previous consecutive fiscal quarters’ consolidated EBITDA, is not to be greater than 3.75 to 1.00, provided that we can elect to increase the ratio to 3.75 to 1.00 for a specified period following a permitted acquisition. As of March 31, 2015, we were in compliance with the covenants under our credit facility.

The credit facility contains customary events of default, subject to customary cure periods for certain defaults, that include, among others, non-payment defaults, covenant defaults, material judgment defaults, bankruptcy and insolvency defaults, cross-defaults to certain other material indebtedness, defaults for non-compliance with the Employee Retirement Income Security Act (“ERISA”), inaccuracy of representations and warranties and a change in control default.

In the event of a default on our credit facility, the obligations under the credit facility could be accelerated, the applicable interest rate under the credit facility could be increased, the loan commitments could be terminated, our subsidiaries that have guaranteed the credit facility could be required to pay the obligations in full and our lenders would be permitted to exercise remedies with respect to all of the collateral that is securing the credit facility, including substantially all of our and our subsidiary guarantors’ assets. Any such default that is not cured or waived could have a material adverse effect on our liquidity and financial condition.

**Share Repurchase Program**

Our Board of Directors approved a $50.0 million initial share repurchase program during the second quarter of 2014 and continuing for a period of up to one year. During the three months ended March 31, 2015, we repurchased 401,443 shares of our common stock at a weighted average cost of $19.79 per share and a total cost of approximately $7.9 million. In May 2015, the Company announced that its board of directors approved an extension of its ongoing stock repurchase program through May 6, 2016, permitting the purchase of up to $50.0 million of its common stock over the extended one-year period. During the periods covered by the table, no determination was made by us to terminate or suspend the stock repurchase program.

**Off-Balance Sheet Arrangements**

We do not have any off-balance sheet financing arrangements and we do not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

**Item 3. Quantitative and Qualitative Disclosures About Market Risk**
Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of fluctuations in interest rates. We do not hold or issue financial instruments for trading purposes.

We had cash and cash equivalents of $27.8 million and $26.9 million at March 31, 2015 and December 31, 2014, respectively.

We hold cash and cash equivalents for working capital purposes. We do not have material exposure to market risk with respect to investments, as our investments consist primarily of highly liquid investments purchased with original maturities of three months or less. We do not use derivative financial instruments for speculative or trading purposes; however, we may adopt specific hedging strategies in the future. Any declines in interest rates, however, will reduce future interest income.

We had $15.0 million and $20.0 million outstanding under our revolving credit facility at March 31, 2015 and December 31, 2014, respectively. The interest on this debt is variable and adjusted periodically based on the three-month LIBOR rate. If the LIBOR and Prime rates change by 10% of the March 31, 2015 closing market rates, our annual interest expense would change by less than $0.1 million.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Pursuant to Rule 13a-15(b) and Rule 15d-15(b) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), we carried out an evaluation, with the participation of our management, and under the supervision of our Chief Executive Officer and Chief Financial Officer, of the effectiveness of our disclosure controls and procedures (as defined under Rule 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of March 31, 2015, in ensuring that information required to be disclosed in the reports that we file or submit under the Exchange Act, is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Management’s assessment of the effectiveness of our disclosure controls and procedures is expressed at the level of reasonable assurance because management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives.

Changes in Internal Controls

There were no changes in the Company’s internal control over financial reporting during the three months ended March 31, 2015 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

Inherent Limitations of Internal Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all error and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.
PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we have been and may be involved in various legal proceedings arising from our ordinary course of business. We believe that there are no claims or actions pending against us, the ultimate disposition of which would have a material adverse impact on us.

Item 1A. Risk Factors

Risks Related to Our Business

*Our quarterly operating results have fluctuated in the past and may fluctuate in the future, which could cause our stock price to decline.*

Our quarterly operating results may fluctuate as a result of a variety of factors, many of which are outside of our control. Fluctuations in our quarterly operating results may be due to a number of factors, including the risks and uncertainties discussed elsewhere in this filing. Some of the important factors that could cause our revenues and operating results to fluctuate from quarter to quarter include:

- the extent to which on demand software solutions maintain current and achieve broader market acceptance;
- fluctuations in leasing activity by our customers;
- increase in the number or severity of insurance claims on policies sold by us;
- our ability to timely introduce enhancements to our existing solutions and new solutions;
- our ability to renew the use of our on demand products and services by units managed by our existing customers and to increase the use of our on demand products and services for the management of units by our existing and new customers;
- changes in our pricing policies or those of our competitors or new competitors;
- changes in local economic, political and regulatory environments of our international operations;
- the variable nature of our sales and implementation cycles;
- general economic, industry and market conditions in the rental housing industry that impact our current and potential customers;
- the amount and timing of our investment in research and development activities;
- technical difficulties, service interruptions, data or document losses or security breaches;
- Internet usage trends among consumers and the methodologies Internet search engines utilize to direct those consumers to websites such as our LeaseStar product family;
- our ability to hire and retain qualified key personnel, including the rate of expansion of our sales force and IT department;
- our ability to anticipate and adapt to external forces and emergence of new technologies and products;
- our ability to enter into new markets;
- changes in the legal, regulatory or compliance environment related to the rental housing industry or the markets in which we operate, including without limitation fair credit reporting, payment processing, data protection and privacy, social media, utility billing, insurance, the Internet and e-commerce, licensing, telemarketing, electronic communications, the Health Insurance Portability Act of 1996 (“HIPAA”) and the Health Information Technology Economic and Clinical Health Act (“HITECH”);
- the amount and timing of operating expenses and capital expenditures related to the expansion of our operations and infrastructure;
- the timing of revenue and expenses related to recent and potential acquisitions or dispositions of businesses or technologies;
- our ability to integrate acquisition operations in a cost-effective and timely manner;
- litigation and settlement costs, including unforeseen costs;
- public company reporting requirements; and
new accounting pronouncements and changes in accounting standards or practices, particularly any affecting the recognition of subscription revenue or accounting for mergers and acquisitions.

Fluctuations in our quarterly operating results or guidance that we provide may lead analysts to change their long-term model for valuing our common stock, cause us to face short-term liquidity issues, impact our ability to retain or attract key personnel or cause other unanticipated issues, all of which could cause our stock price to decline. As a result of the potential variations in our quarterly revenue and operating results, we believe that quarter-to-quarter and year-to-date period comparisons of our revenues and operating results may not be meaningful and the results of any one quarter should not be relied upon as an indication of future performance.

**We have a history of operating losses and may not maintain profitability in the future.**

We have not been consistently profitable on a quarterly or annual basis and may not be able to continue our revenue growth or increase our profitability in the future. We expect to make significant future expenditures related to the development and expansion of our business. We need to generate and sustain increased revenue to achieve future profitability expectations. We may incur significant losses in the future for a number of reasons, including the other risks and uncertainties described in this filing. Additionally, we may encounter unforeseen operating expenses, difficulties, complications, delays and other unknown factors that may result in losses in future periods. If these losses exceed our expectations or our growth expectations are not met in future periods, our financial performance will be affected adversely.

**If we are unable to manage the growth of our diverse and complex operations, our financial performance may suffer.**

The growth in the size, dispersed geographic locations, complexity and diversity of our business and the expansion of our product lines and customer base has placed, and our anticipated growth may continue to place, a significant strain on our managerial, administrative, operational, financial and other resources. We increased our number of employees from approximately 900 as of December 31, 2008 to approximately 3,900 as of March 31, 2015. We increased our number of on demand customers from approximately 2,700 as of December 31, 2008 to approximately 10,800 as of March 31, 2015. In addition, we have grown and expect to continue to grow through acquisitions. Our ability to effectively manage our anticipated future growth will depend on, among other things, the following:

- successfully supporting and maintaining a broad range of current and emerging solutions;
- identifying suitable acquisition targets, managing the acquisitions and integrating the targets into our operations;
- maintaining continuity in our senior management and key personnel;
- attracting, retaining, training and motivating our employees, particularly technical, customer service and sales personnel;
- enhancing our financial and accounting systems and controls;
- enhancing our information technology infrastructure, processes and controls;
- successfully completing system upgrades and enhancements; and
- managing expanded operations in geographically dispersed locations.

If we do not manage the size, complexity and diverse nature of our business effectively, we could experience product performance issues, delayed software releases and longer response times for assisting our customers with implementation of our solutions and could lack adequate resources to support our customers on an ongoing basis, any of which could adversely affect our reputation in the market and our ability to generate revenue from new or existing customers.

**The nature of our platform is complex and highly integrated, and if we fail to successfully manage releases or integrate new solutions, it could harm our revenues, operating income and reputation.**

We manage a complex platform of solutions that consists of our property management solutions, integrated software-enabled value-added services and web-based advertising and lease generation services. Many of our solutions include a large number of product centers that are highly integrated and require interoperability with other RealPage products, as well as products and services of third-party service providers. Additionally, we typically deploy new releases of the software underlying our on demand software solutions on a bi-weekly, monthly or quarterly schedule, depending on the solution. Due to this complexity and the condensed development cycles under which we operate, we may experience errors in our software, corruption or loss of our data or unexpected performance issues from time to time. For example, our solutions may face interoperability difficulties with software operating systems or programs being used by our customers, or new releases, upgrades, fixes or the integration of acquired technologies may have unanticipated consequences on the operation and performance of our other solutions. If we encounter integration challenges or discover errors in our solutions late in our development cycle, it may cause us to delay our launch dates. Any major integration or interoperability issues or launch delays could have a material adverse effect on our revenues, operating income and reputation.
Our business depends substantially on the renewal of our products and services for on demand units managed by our customers and the increase in the use of our on demand products and services for on demand units.

With the exception of some of our LeaseStar and Propertyware solutions, which are typically month-to-month, we generally license our solutions pursuant to customer agreements with a term of one year. The pricing of the agreements is typically based on a price per unit basis. Our customers have no obligation to renew these agreements after their term expires, or to renew these agreements at the same or higher annual contract value. In addition, under specific circumstances, our customers have the right to cancel their customer agreements before they expire, for example, in the event of an uncured breach by us, or in some circumstances, upon the sale or transfer of a customer property, by giving 30 days’ notice or paying a cancellation fee. In addition, customers often purchase a higher level of professional services in the initial term than they do in renewal terms to ensure successful activation. As a result, our ability to grow is dependent in part on customers purchasing additional solutions or professional services for their on demand units after the initial term of their customer agreement. Though we maintain and analyze historical data with respect to rates of customer renewals, upgrades and expansions, those rates may not accurately predict future trends in renewal of on demand units. Our customers’ on demand unit renewal rates may decline or fluctuate for a number of reasons, including, but not limited to, their level of satisfaction with our solutions, our pricing, our competitors’ pricing, reductions in our customers’ spending levels or reductions in the number of on demand units managed by our customers. If our customers cancel or amend their agreements with us during their term, do not renew their agreements, renew on less favorable terms or do not purchase additional solutions or professional services in renewal periods, our revenue may grow more slowly than expected or decline and our profitability may be harmed.

Additionally, we have experienced, and expect to continue to experience, some level of on demand unit attrition as properties are sold and the new owners and managers of properties previously owned or managed by our customers do not continue to use our solutions. We cannot predict the amount of on demand unit turnover we will experience in the future. However, we have experienced higher rates of on demand unit attrition with our Propertyware property management system, primarily because it serves smaller properties than our OneSite property management system, and we may experience higher levels of on demand unit attrition to the extent Propertyware grows as a percentage of our revenues. If we experience increased on demand unit turnover, our financial performance and operating results could be adversely affected.

On demand revenue that is derived from products that help owners and managers lease and market apartments, such as certain products in LeaseStar and LeasingDesk, may decrease as occupancy rates rise. We have also experienced, and expect to continue to experience, some number of consolidations of our customers with other parties. If one of our customers consolidates with a party who is not a customer, our customer may decide not to continue to use our solutions for its on demand units. In addition, if one of our customers is consolidated with another customer, the acquiring customer may have negotiated lower prices for our solutions or may use fewer of our solutions than the acquired customer. In each case, the consolidated entity may attempt to negotiate lower prices for using our solutions as a result of the entity’s increased size. These consolidations may cause us to lose on demand units or require us to reduce prices as a result of enhanced customer leverage, which could cause our financial performance and operating results to be adversely affected.

Historically, our on demand units managed by our customers have renewed at a rate of 95.6% based on an average of the last two years ending March 31, 2015.

Because we recognize subscription revenue over the term of the applicable customer agreement, a decline in subscription renewals or new service agreements may not be reflected immediately in our operating results.

We generally recognize revenue from customers ratably over the terms of their customer agreements which, with the exception of our month-to-month advertising, lease generation and Propertyware agreements, are typically one year. As a result, much of the revenue we report in each quarter is deferred revenue from customer agreements entered into during previous quarters. Consequently, a decline in new or renewed customer agreements in any one quarter will not be fully reflected in our revenue or our results of operations until future periods. Accordingly, this revenue recognition model also makes it difficult for us to rapidly increase our revenue through additional sales in any period, as revenue from new customers must be recognized over the applicable subscription term.

We may not be able to continue to add new customers and retain and increase sales to our existing customers, which could adversely affect our operating results.

Our revenue growth is dependent on our ability to continually attract new customers while retaining and expanding our service offerings to existing customers. Growth in the demand for our solutions may be inhibited and we may be unable to sustain growth in our sales for a number of reasons, including, but not limited to:

- our failure to develop new or additional solutions;
- our inability to market our solutions in a cost-effective manner to new customers or in new vertical or geographic markets;
- our inability to expand our sales to existing customers;
• the inability of our LeaseStar product family to grow traffic to its websites, resulting in lower levels of lead and lease/move-in traffic to customers;
• our inability to build and promote our brand;
and
• perceived or actual security, integrity, reliability, quality or compatibility problems with our solutions.

A substantial amount of our past revenue growth was derived from purchases of upgrades and additional solutions by existing customers. Our costs associated with increasing revenue from existing customers are generally lower than costs associated with generating revenue from new customers. Therefore, a reduction in the rate of revenue increase from our existing customers, even if offset by an increase in revenue from new customers, could reduce our profitability and have a material adverse effect on our operating results.

If we are not able to integrate past or future acquisitions successfully, our operating results and prospects could be harmed.

We have acquired new technology and domain expertise through multiple acquisitions, including our most recent acquisitions of Bookt LLC in January 2014, Virtual Maintenance Manager LLC in March 2014, Notivus Multi-Family, LLC in May 2014, and Kigo, Inc. in June 2014. We expect to continue making acquisitions. The success of our future acquisition strategy will depend on our ability to identify, negotiate, complete and integrate acquisitions. Acquisitions are inherently risky, and any acquisitions we complete may not be successful. Any acquisitions we pursue would involve numerous risks, including the following:

• difficulties in integrating and managing the operations and technologies of the companies we acquire;
• diversion of our management’s attention from normal daily operations of our business;
• our inability to maintain the customers, the key employees, the key business relationships and the reputations of the businesses we acquire;
• our inability to generate sufficient revenue from acquisitions to offset our increased expenses associated with acquisitions;
• difficulties in predicting or achieving the synergies between acquired businesses and our own business;
• our responsibility for the liabilities of the businesses we acquire, including, without limitation, liabilities arising out of their failure to maintain effective data security, data integrity, disaster recovery and privacy controls prior to the acquisition, or their infringement or alleged infringement of third-party intellectual property, contract or data access rights prior to the acquisition;
• difficulties in complying with new markets or regulatory standards to which we were not previously subject;
• delays in our ability to implement internal standards, controls, procedures and policies in the businesses we acquire; and
• adverse effects of acquisition activity on the key performance indicators we use to monitor our performance as a business.

Our current acquisition strategy includes the acquisition of companies that offer property management systems or other systems that may not inter-operate with our software-enabled value-added services. In order to integrate and fully realize the benefits of such acquisitions, we expect to build application interfaces that enable such customers to use a wide range of our solutions while they continue to use their legacy management systems. In addition, over time we expect to migrate each acquired company’s customers to our on demand property management solutions to retain them as customers and to be in a position to offer them our solutions on a cost-effective basis. These efforts may be unsuccessful or entail costs that result in losses or reduced profitability.

Unanticipated events and circumstances occurring in future periods may affect the realizability of our intangible assets recognized through acquisitions. The events and circumstances that we consider include significant under-performance relative to projected future operating results and significant changes in our overall business or product strategies. These events and circumstances may cause us to revise our estimates and assumptions used in analyzing the value of our other intangible assets with indefinite lives, and any such revision could result in a non-cash impairment charge that could have a material impact on our financial results.

We may be unable to secure the equity or debt funding necessary to finance future acquisitions on terms that are acceptable to us, or at all. If we finance acquisitions by issuing equity or convertible debt securities, our existing stockholders will likely experience ownership dilution, and if we finance future acquisitions with debt funding, we will incur interest expense and may have to comply with additional financing covenants or secure that debt obligation with our assets.

If we are unable to successfully develop or acquire and sell enhancements and new solutions, our revenue growth will be harmed and we may not be able to meet profitability expectations.
The industry in which we operate is characterized by rapidly changing customer requirements, technological developments and evolving industry standards. Our ability to attract new customers and increase revenue from existing customers will depend in large part on our ability to successfully develop, bring to market and sell enhancements to our existing solutions and new solutions that effectively respond to the rapid changes in our industry. Any enhancements or new solutions that we develop or acquire may not be introduced to the market in a timely or cost-effective manner and may not achieve the broad market acceptance necessary to generate the revenue required to offset the operating expenses and capital expenditures related to development or acquisition. If we are unable to timely develop or acquire and sell enhancements and new solutions that keep pace with the rapid changes in our industry, our revenue will not grow as expected and we may not be able to maintain or meet profitability expectations.

*We derive a substantial portion of our revenue from a limited number of our solutions and failure to maintain demand for these solutions and increase demand for our other solutions could negatively affect our operating results.*

Historically, a majority of our revenue was derived from sales of our OneSite property management system and our LeasingDesk software-enabled value-added service. If we suffer performance issues with these solutions or if we are unable to develop enhancements necessary to maintain demand for these solutions or to diversify our revenue base by increasing demand for our other solutions, our operating results could be negatively impacted.

*We use a small number of data centers to deliver our solutions. Any disruption of service at our data centers or other facilities could interrupt or delay our customers’ access to our solutions, which could harm our operating results.*

The ability of our customers to access our service is critical to our business. We host our products and services, support our operations and service our customers primarily from our data centers in the Dallas, Texas area.

We may fail to provide such service as a result of numerous factors, many of which are beyond our control, including, without limitation: mechanical failure, power outage, human error, physical or electronic security breaches, war, terrorism and related conflicts or similar events worldwide, fire, earthquake, hurricane, flood and other natural disasters, sabotage and vandalism. We attempt to mitigate these risks at our Texas-based data centers or other facilities through various business continuity efforts, including: redundant infrastructure, 24 x 7 x 365 system activity monitoring, backup and recovery procedures, use of a secure off-site storage facility for backup media, separate test systems and rotation of management and system security measures, but our precautions may not protect against all potential problems. Disaster recovery procedures are in place to facilitate the recovery of our operations, products and services within the stated service level goals. Our secondary data center is equipped with physical space, power, storage and networking infrastructure and Internet connectivity to support the solutions we provide in the event of the interruption of services at our primary data center. Even with this secondary data center, however, our operations would be interrupted during the transition process should our primary data center experience a failure. Moreover, both our primary and secondary data centers are located in the greater metropolitan Dallas area. As a result, any regional disaster could affect both data centers and result in a material disruption of our services. Furthermore, these business continuity efforts do not support our data centers outside of Texas or any centers operated by third-party providers.

Problems at one or more of our data centers, whether or not within our control, could result in service disruptions or delays or loss or corruption of data or documents. This could damage our reputation, cause us to issue credits to customers, subject us to potential liability or costs related to defending against claims, or cause customers to terminate or elect not to renew their agreements, any of which could negatively impact our revenues and harm our operating results.

*Interruptions or delays in service from our third-party data center providers could impair our ability to deliver certain of our products to our customers, resulting in customer dissatisfaction, damage to our reputation, loss of customers, limited growth and reduction in revenue.*

Some of our products and services derived from recent acquisitions are hosted and supported from data centers in other geographic locations within the continental United States and Europe, many of which are operated by third-party providers. Unless and until these acquired products and services are migrated to our Texas-based data centers, we will not have sole control over the operations of all data center facilities used in our business. Our operations depend, in part, on our third-party data center providers’ abilities to protect these facilities against damage or interruption from natural disasters, power or telecommunications failures, criminal acts and similar events. In the event that any of our third-party hosting or facilities arrangements is terminated, or if there is a lapse of service or damage to a facility, we could experience interruptions in the availability of our on-demand software as well as delays and additional expenses in arranging new facilities and services.

Despite precautions taken at our controlled and third-party data centers, the occurrence of spikes in usage volume, a natural disaster, an act of terrorism, adverse changes in United States or foreign laws and regulations, vandalism or sabotage, a decision to close a third-party facility without adequate notice, or other unanticipated problems at a facility could result in lengthy interruptions in the availability of our on-demand software. Even with current and planned disaster recovery arrangements, our business could be harmed. Also, in the event of damage or interruption, our insurance policies may not adequately compensate us for any losses that we may incur. These factors in turn could further reduce our revenue, subject us to
We provide service level commitments to our customers, and our failure to meet the stated service levels could significantly harm our revenue and our reputation.

Our customer agreements provide that we maintain certain service level commitments to our customers relating primarily to product functionality, network uptime, critical infrastructure availability and hardware replacement. For example, our service level agreements generally require that our solutions are available 98% of the time during coverage hours (normally 6:00 a.m. though 10:00 p.m. Central time daily) 365 days per year (other than certain permitted exceptions such as maintenance). If we are unable to meet the stated service level commitments, we may be contractually obligated to provide customers with refunds or credits. Additionally, if we fail to meet our service level commitments a specified number of times within a given time frame or for a specified duration, our customers may terminate their agreements with us or extend the term of their agreements at no additional fee. As a result, a failure to deliver services for a relatively short duration could cause us to issue credits or refunds to a large number of affected customers or result in the loss of customers. In addition, we cannot assure you that our customers will accept these credits, refunds, termination or extension rights in lieu of other legal remedies that may be available to them. Our failure to meet our commitments could also result in substantial customer dissatisfaction or loss. Because of the loss of future revenues through the issuance of credits or the loss of customers or other potential liabilities, our revenue could be significantly impacted if we cannot meet our service level commitments to our customers.

We face intense competitive pressures and our failure to compete successfully could harm our operating results.

The market for many of our solutions is intensely competitive, fragmented and rapidly changing. Some of these markets have relatively low barriers to entry. With the introduction of new technologies and market entrants, we expect competition to intensify in the future. Increased competition generally could result in pricing pressures, reduced sales and reduced margins. Often we compete to sell our solutions against existing systems that our potential customers have already made significant expenditures to install.

Our competitors vary depending on our product and service. In the market for accounting software we compete with Yardi Systems, Inc. (“Yardi”), MRI Software LLC, Property Solutions International, Inc. (“Property Solutions”), AMSI Property Management (owned by Infor Global Solutions, Inc.), Intacct Corp, NetSuite Inc., Intuit Inc., Oracle Corporation, PeopleSoft and JD Edwards (each owned by Oracle Corporation), SAP AG, Microsoft Corporation, AppFolio Inc. and various smaller providers of accounting software. High costs are typically associated with switching an organization’s accounting software. In the market for property management software, we face competitive pressure from Yardi and its Voyager products, AMSI Property Management (owned by Infor Global Solutions, Inc.), Boston Post (acquired by MRI Software LLC), Jenark (owned by CoreLogic), Entrata (a division of Property Solutions), ResMan and MRI Software LLC. In the single family market, our accounting and property management systems primarily compete with Yardi, AppFolio Inc., Intuit Inc., DIY Real Estate Solutions (acquired by Yardi), Buildium, LLC, Rent Manager (owned by London Computer Systems, Inc.), and Property Boss Solutions, LLC.

In the market for vertically-integrated cloud computing for multifamily real estate owners and property managers, our only substantial competition is from Yardi. We also compete with cloud computing service providers such as Amazon.com Inc., Rackspace Hosting Inc., International Business Machines Corp. and many others.

We offer a number of software-enabled value-added services that compete with a disparate and large group of competitors. In the applicant screening market, our principal competitors are LexisNexis (a subsidiary of Reed Elsevier Group plc), CoreLogic, Inc. (formerly First Advantage Corporation, an affiliate of The First American Corporation), Property Solutions, TransUnion Rental Screening Solutions, Inc. (a subsidiary of TransUnion LLC), Resident Check Inc., Yardi, On-Site.com and many other smaller regional and local screening companies.

In the insurance market, our principal competitors are Assurant, Inc., Bader Company, CoreLogic, Inc., Property Solutions, Yardi and a number of national insurance underwriters (including GEICO Corporation, The Allstate Corporation, State Farm Fire and Casualty Company, Farmers Insurance Exchange, Nationwide Mutual Insurance Company and United Services Automobile Association) that market renter's insurance. There are many smaller screening and insurance providers in the risk mitigation area that we encounter less frequently, but they nevertheless present a competitive presence in the market.

In the customer relationship management (“CRM”) market, we compete with providers of contact center and call tracking services, including LeaseHawk LLC, Yardi, Property Solutions International, Inc., and numerous regional and local contact centers. In addition, we compete with lead tracking solution providers, including LeaseHawk LLC, Lead Tracking Solutions (acquired by Yardi) and Who’s Calling, Inc. In addition, we compete with content syndication providers VaultWare (owned by MRI Software LLC) and rentbits.com, Inc. Finally, we compete with companies providing web portal services, including Apartments24-7.com, Inc., Ellipse Communications, Inc., Property Solutions, G5 Search Marketing, Inc., Spherexx.com and Yardi. Certain Internet listing services also offer websites for their customers, usually as a free value add to their listing service.
In the marketing and web portal services market, we compete with G5 Search Marketing, Inc., Spherexx LLC, ReachLocal, Inc., Property Solutions, On-Site.com, Yodle, Inc., Yardi and many local or regional advertising agencies.

In the Internet listing service market, we compete with ForRent (a division of Dominium Enterprises), Apartment Guide (a division of RentPath, Inc.), Rent.com (owned by RentPath, Inc.), RentPath, Inc., Apartments.com (a division of CoStar Group, Inc.), Apartment Finder (a division of Network Communications, Inc.), Move, Inc., Property Solutions, Rent Café (a division of Yardi), Zillow (and Trulia, Inc.) and many other companies in regional areas.

In the Senior Living market, we compete against A Place for Mom, Inc., Care.com, Inc., Caring, Inc., Eldermark, Care Patrol Franchise Systems, LLC, Yardi, Aging with Grace, LLC, SeniorHousingNet.com (owned by Move, Inc.), G5 Search Marketing Inc., SeniorHomes.com (owned by Moseo, Corp.), The Right Click LLC, ALMSA Corporation and many other regionally focused companies.

In the utility billing and energy management market, we compete at a national level with American Utility Management, Inc., Conservice, LLC, Yardi (following its acquisitions of ista North America and Energy Billing Systems, Inc.), Property Solutions, Ocius LLC, NWP Services Corporation and Minol USA, L.P. Many other smaller utility billing companies compete for smaller rental properties or in regional areas.

In the revenue management market, we compete with Property Solutions, The Rainmaker Group, Inc. and Yardi.

In the market for multifamily housing market research, we compete with Reis, Inc., Axiometrics, Inc., Pierce-Eislen, Inc. (owned by Yardi), CoStar Group, Inc. and Portfolio Research, Inc.

In the spend management market, we compete with Yardi, AvidXchange, Inc., Nexus Systems, Inc., Ariba, Inc., Oracle Corporation, Buyers Access LLC, PAS Purchasing Solutions and ESS Technologies LLC.

In the payment processing market, we compete with Chase Paymentech Solutions, LLC (a subsidiary of JPMorgan Chase & Co.), First Data Corporation, Fiserv, Inc., MoneyGram International, Inc., NWP Services Corporation, On-Site.com, Property Solutions, PayLease LLC, RentPayment.com (a subsidiary of Yapstone, Inc.), Yardi, a number of national banking institutions and those that take payments directly from tenants.

In the affordable housing compliance and audit services market, we compete with Zeffert and Associates, Inc., Preferred Compliance Solutions, Inc., Spectrum Enterprises, Inc. and many other smaller local and regional compliance and audit services.

In the vacation rental market, we compete with LiveRez, Inc., HomeAway Software, Inc., and many other smaller local and regional companies.

In addition, many of our existing or potential customers have developed or may develop their own solutions that may be competitive with our solutions. We also may face competition for potential acquisition targets from our competitors who are seeking to expand their offerings.

With respect to all of our competitors, we compete based on a number of factors, including total cost of ownership, level of integration with property management systems, ease of implementation, product functionality and scope, performance, security, scalability and reliability of service, brand and reputation, sales and marketing capabilities and financial resources. Some of our existing competitors and new market entrants may enjoy substantial competitive advantages, such as greater name recognition, longer operating histories, larger installed customer bases and larger sales and marketing budgets, as well as greater financial, technical and other resources. In addition, any number of our existing competitors or new market entrants could combine or consolidate to become a more formidable competitor with greater resources. As a result of such competitive advantages, our existing and future competitors may be able to:

- develop superior products or services, gain greater market acceptance and expand their offerings more efficiently or more rapidly;
- adapt to new or emerging technologies and changes in customer requirements more quickly;
- take advantage of acquisition and other opportunities more readily;
- adopt more aggressive pricing policies and devote greater resources to the promotion of their brand and marketing and sales of their products and services; and
- devote greater resources to the research and development of their products and services.

If we are not able to compete effectively, our operating results will be harmed.

We integrate our software-enabled value-added services with competitive property management software for some of our customers. Our application infrastructure, marketed to our customers as the RealPage Cloud, is based on an open architecture that enables third-party applications to access and interface with applications hosted in the RealPage Cloud through our RealPage Exchange platform. Likewise, through this platform our RealPage Cloud services are able to access and interface.
We face competition to attract consumers to our LeaseStar product websites and mobile applications, which could impair our ability to continue to grow the number of users who use our websites and mobile applications, which would harm our business, results of operations and financial condition.

The success of our LeaseStar product family depends in part on our ability to continue to attract additional consumers to our websites and mobile applications. Our existing and potential competitors include companies that could devote greater technical and other resources than we have available, have a more accelerated time frame for deployment and leverage their existing user bases and proprietary technologies to provide products and services that consumers might view as superior to our offerings. Any of our future or existing competitors may introduce different solutions that attract consumers or provide solutions similar to our own but with better branding or marketing resources. If we are unable to continue to grow the number of consumers who use our website and mobile applications, our business, results of operations and financial condition would be harmed.

We operate in a business environment in which social media integration is playing a significantly increasing role. Social media is a new and rapidly changing industry wherein the rules and regulations related to use and disclosure of personal information is unclear and evolving.

The operation and marketing of multi-tenant real estate developments is likely to become more dependent upon the use of and integration with social media platforms as communities attempt to reach their current and target customers through social applications, such as Facebook, Twitter, Instagram, LinkedIn, Pinterest, Tumblr, Google+ and other current and emerging social applications. The use of these applications necessarily involves the disclosure of personal information by individuals participating in social media, and the corresponding utilization of such personal information by our products and services via integration programs and data exchanges. The regulatory framework for social media privacy and security issues is currently in flux and is likely to remain so for the foreseeable future. Practices regarding the collection, use, storage, transmission and security of personal information by companies on social media platforms have recently come under increased public scrutiny as various government agencies and consumer groups have called for new regulation and changes in industry practices. We are also subject to each social media platform’s terms and conditions for use, application development and integration, which may be modified, restricted or otherwise changed, affecting and possibly curtailing our ability to offer products and services.

These factors, many of which are beyond our control, present a high degree of uncertainty for the future of social media integration. As such, there is no assurance that our participation in social media integration will be risk free, as contractual, statutory or other legal restrictions may be created that limit or otherwise impede our participation in or leverage of social media integration.

We may be unable to compete successfully against our existing or future competitors in attracting advertisers, which could harm our business, results of operations and financial condition.

In our LeaseStar product family, we compete to attract advertisers with media sites, including websites dedicated to providing real estate listings and other rental housing related services to real estate professionals and consumers, major Internet portals, general search engines and social media sites as well as other online companies. We also compete for a share of advertisers’ overall marketing budgets with traditional media such as television, magazines, newspapers and home/apartment guide publications, particularly with respect to advertising dollars spent at the local level by real estate professionals to advertise their qualifications and listings. Large companies with significant brand recognition have large numbers of direct sales personnel and substantial proprietary advertising inventory and web traffic, which may provide a competitive advantage. To compete successfully for advertisers against future and existing competitors, we must continue to invest resources in developing our advertising platform and proving the effectiveness and relevance of our advertising products and services. Pressure from competitors seeking to acquire a greater share of our advertisers’ overall marketing budget could adversely affect our pricing and margins, lower our revenue and increase our research and development and marketing expenses. If we are unable to compete successfully against our existing or future competitors, our business, financial condition or results of operations would be harmed.
Variability in our sales and activation cycles could result in fluctuations in our quarterly results of operations and cause our stock price to decline.

The sales and activation cycles for our solutions, from initial contact with a prospective customer to contract execution and activation, vary widely by customer and solution. We do not recognize revenue until the solution is activated. While most of our activations follow a set of standard procedures, a customer’s priorities may delay activation and our ability to recognize revenue, which could result in fluctuations in our quarterly operating results. Additionally, certain of our products are offered in suites containing multiple solutions, resulting in additional fluctuation in activations depending on each customer’s priorities with respect to solutions included in the suite.

Many of our customers are price sensitive, and if market dynamics require us to change our pricing model or reduce prices, our operating results will be harmed.

Many of our existing and potential customers are price sensitive, and recent adverse global economic conditions, as well as decreased leasing velocity, have contributed to increased price sensitivity in the multifamily housing market and the other markets that we serve. As market dynamics change, or as new and existing competitors introduce more competitive pricing or pricing models, we may be unable to renew our agreements with existing customers or customers of the businesses we acquire or attract new customers at the same price or based on the same pricing model as previously used. As a result, it is possible that we may be required to change our pricing model, offer price incentives or reduce our prices, which could harm our revenue, profitability and operating results.

If we do not effectively expand and train our sales force, we may be unable to add new customers or increase sales to our existing customers and our business will be harmed.

We continue to be substantially dependent on our sales force to obtain new customers and to sell additional solutions to our existing customers. We believe that there is significant competition for sales personnel with the skills and technical knowledge that we require. Our ability to achieve significant revenue growth will depend, in large part, on our success in recruiting, training and retaining sufficient numbers of sales personnel to support our growth. New hires require significant training and, in most cases, take significant time before they achieve full productivity. Our recent hires and planned hires may not become as productive as we expect, and we may be unable to hire or retain sufficient numbers of qualified individuals in the markets where we do business or plan to do business. If we are unable to hire and train sufficient numbers of effective sales personnel, or the sales personnel are not successful in obtaining new customers or increasing sales to our existing customer base, our business will be harmed.

Material defects or errors in the software we use to deliver our solutions could harm our reputation, result in significant costs to us and impair our ability to sell our solutions.

The software applications underlying our solutions are inherently complex and may contain material defects or errors, particularly when first introduced or when new versions or enhancements are released. We have, from time to time, found defects in the software applications underlying our solutions, and new errors in our existing solutions may be detected in the future. Any errors or defects that cause performance problems or service interruptions could result in:

- a reduction in new sales or subscription renewal rates;
- unexpected sales credits or refunds to our customers, loss of customers and other potential liabilities;
- delays in customer payments, increasing our collection reserve and collection cycle;
- diversion of development resources and associated costs;
- harm to our reputation and brand; and
- unanticipated litigation costs.

Additionally, the costs incurred in correcting defects or errors could be substantial and could adversely affect our operating results. Failure to effectively manage the development, sale and support of our solutions and data processing efforts outside the United States could harm our business.

Our success depends, in part, on our ability to process high volumes of customer data and enhance existing solutions and develop new solutions rapidly and cost effectively. We currently maintain offices in Hyderabad, India and Manila, Philippines where we employ development and data processing personnel. We believe that performing these activities in Hyderabad and Manila increases the efficiency and decreases the costs of our development and data processing efforts. We also maintain an office in Barcelona, Spain where certain of our vacation rental product development, sales and support operations are based. We believe our access to a multilingual European employee base enhances our ability to serve vacation rental property managers in non-English speaking countries. However, managing and staffing international operations requires management’s attention and financial resources. The level of cost savings achieved by our international operations may not exceed the amount
of investment and additional resources required to manage and operate these international operations. Additionally, if we experience difficulties as a result of political, social, economic or environmental instability, change in applicable law, limitations of local infrastructure or problems with our workforce or facilities at our or third parties’ international operations, our business could be harmed due to delays in product release schedules or data processing services.

We rely on third-party technologies and services that may be difficult to replace or that could cause errors, failures or disruptions of our service, any of which could harm our business.

We rely on a number of third-party providers in connection with the delivery of our solutions. Such providers include, but are not limited to, computer hardware and software vendors, database and data providers and cloud hosting providers. We currently utilize equipment, software and services from Akami, Inc.; Avaya, Inc.; Brocade Communications Systems, Inc.; EMC Corporation; Microsoft Corporation; Oracle Corporation; salesforce.com, Inc.; Amazon Web Services, a division of Amazon.com, Inc., as well as many other smaller providers. Our OneSite Accounting service relies on a software-as-a-service, or SaaS, accounting system developed and maintained by a third-party service provider. We host this application in our data centers and provide supplemental development resources to extend this accounting system to meet the unique requirements of the rental housing industry. Our shared cloud portfolio reporting service utilizes software licensed from IBM. We expect to utilize additional service providers as we expand our platform. Although the third-party technologies and services that we currently require are commercially available, such technologies and services may not continue to be available on commercially reasonable terms, or at all. Any loss of the right to use any of these technologies or services could result in delays in the provisioning of our solutions until alternative technology is either developed by us, or, if available, is identified, obtained and integrated, and such delays could harm our business. It also may be time consuming and costly to enter into new relationships. Additionally, any errors or defects in the third-party technologies we utilize or delays or interruptions in the third-party services we rely on could result in errors, failures or disruptions of our services, which also could harm our business.

We depend upon third-party service providers for important payment processing functions. If these third-party service providers do not fulfill their contractual obligations or choose to discontinue their services, our business and operations could be disrupted and our operating results would be harmed.

We rely on several large payment processing organizations to enable us to provide payment processing services to our customers, including electronic funds transfers, or EFT, check services, bank card authorization, data capture, settlement and merchant accounting services and access to various reporting tools. These organizations include Bank of America Merchant Services, Bank of America, N.A., Paymentech, LLC, Fiserv, Inc., Financial Transmission Network, Inc., Jack Henry & Associates, Inc., JPMorgan Chase Bank, N.A. and Wells Fargo, N.A. We also rely on third-party hardware manufacturers to manufacture the check scanning hardware our customers utilize to process transactions. Some of these organizations and service providers are competitors who also directly or indirectly sell payment processing services to customers in competition with us. With respect to these organizations and service providers, we have significantly less control over the systems and processes than if we were to maintain and operate them ourselves. In some cases, functions necessary to our business are performed on proprietary third-party systems and software to which we have no access. We also generally do not have long-term contracts with these organizations and service providers. Accordingly, the failure of these organizations and service providers to renew their contracts with us or fulfill their contractual obligations and perform satisfactorily could result in significant disruptions to our operations and adversely affect operating results. In addition, businesses that we have acquired, or may acquire in the future, typically rely on other payment processing service providers. We may encounter difficulty converting payment processing services from these service providers to our payment processing platform. If we are required to find an alternative source for performing these functions, we may have to expend significant money, time and other resources to develop or obtain an alternative, and if developing or obtaining an alternative is not accomplished in a timely manner and without significant disruption to our business, we may be unable to fulfill our responsibilities to customers or meet their expectations, with the attendant potential for liability claims, damage to our reputation, loss of ability to attract or maintain customers and reduction of our revenue or profits.

We face a number of risks in our payment processing business that could result in a reduction in our revenues and profits.

In connection with our electronic payment processing services, we process renter payments and subsequently submit these renter payments to our customers after varying clearing times established by RealPage. These payments are settled through our sponsoring clearing banks, and in the case of EFT, our Originating Depository Financial Institutions, or ODFIs. Currently, we rely on Bank of America, N.A., Wells Fargo, N.A. and JPMorgan Chase Bank, N.A. as our sponsoring clearing banks. In the future, we expect to enter into similar sponsoring clearing bank relationships with one or more other national banking institutions. The renter payments that we process for our customers at our sponsoring clearing banks are identified in our consolidated balance sheets as restricted cash and the corresponding liability for these renter payments is identified as customer deposits. Our electronic payment processing business and related maintenance of custodial accounts subjects us to a number of risks, including, but not limited to:
liability for customer costs related to disputed or fraudulent transactions if those costs exceed the amount of the customer reserves we have during the clearing period or after renter payments have been settled to our customers;

• electronic processing limits on the amount of custodial balances that any single ODFI, or collectively all of our ODFIs, will underwrite;

• reliance on clearing bank sponsors, card payment processors and other service payment provider partners to process electronic transactions;

• failure by us or our bank sponsors to adhere to applicable laws and regulatory requirements or the standards of the electronic payments rules and regulations and other rules and regulations that may impact the provision of electronic payment services;

• continually evolving and developing laws and regulations governing payment processing and money transmission, the application or interpretation of which is not clear in some jurisdictions;

• incidences of fraud, a security breach or our failure to comply with required external audit standards; and

• our inability to increase our fees at times when electronic payment partners or associations increase their transaction processing fees.

If any of these risks related to our electronic payment processing business were to materialize, our business or financial results could be negatively affected. Although we attempt to structure and adapt our payment processing operations to comply with these complex and evolving laws and regulations, our efforts may not guarantee compliance. In the event that we are found to be in violation of these legal requirements, we may be subject to monetary fines, cease and desist orders, mandatory product changes, or other penalties that could have an adverse effect on our results of operations. Additionally, with respect to the processing of EFTs, we are exposed to financial risk. EFTs between a renter and our customer may be returned for various reasons such as insufficient funds or stop payment orders. These returns are charged back to the customer by us. However, if we or our sponsoring clearing banks are unable to collect such amounts from the customer’s account or if the customer refuses or is unable to reimburse us for the chargeback, we bear the risk of loss for the amount of the transfer. While we have not experienced material losses resulting from chargebacks in the past, there can be no assurance that we will not experience significant losses from chargebacks in the future. Any increase in chargebacks not paid by our customers may adversely affect our financial condition and results of operations.

We entered into a Service Provider Agreement with Wells Fargo Merchant Services, LLC and Wells Fargo Bank, NA (“Wells Fargo”), effective January 1, 2014. Under the Service Provider Agreement, RealPage, Inc. is a registered independent sales organization, or ISO, of Wells Fargo. Wells Fargo will act as a merchant acquiring bank for processing RealPage client credit card and debit card payments (“Card Payments”), and RealPage will serve as an ISO. As an ISO, RealPage will assume the underwriting risk for processing Card Payments on behalf of its clients. If RealPage experiences excessive chargebacks, either RealPage or Wells Fargo has the authority to cease client card processing services, and such events could result in a material adverse effect on our revenues, operating income, and reputation.

Evolution and expansion of our payment processing business may subject us to additional regulatory requirements and other risks, for which failure to comply or adapt could harm our operating results.

The evolution and expansion of our payment processing business may subject us to additional risks and regulatory requirements, including laws governing domestic money transmission and payment processing/settlement services. These requirements vary throughout the markets in which we operate, and have increased over time as the geographic scope and complexity of our payments products and services have expanded. While we maintain a compliance program focused on applicable laws and regulations throughout the payments industry, there is no guarantee that we will not be subject to fines, criminal and civil lawsuits or other regulatory enforcement actions in one or more jurisdictions, or be required to adjust business practices to accommodate future regulatory requirements.

In order to maintain flexibility in the growth and expansion of our payments operations, we have obtained money transmitter licenses (or its equivalent) in several states and expect to continue the license application process in additional jurisdictions throughout the United States as needed to accommodate new product development. Our efforts to acquire and maintain this licensure could result in significant management time, effort, and cost, and may still not guarantee compliance given the constant state of change in these regulatory frameworks. Accordingly, costs associated with changes in compliance requirements, regulatory audits, enforcement actions, reputational harm, or other regulatory limits on our ability to grow our payment processing business could adversely affect our financial results.

If our security measures are breached and unauthorized access is obtained to our software platform and infrastructure, or our customers’ or their renters’ or prospects’ data, we may incur significant liabilities, third parties may misappropriate our
Maintaining the security of our software platform and service infrastructure is of paramount importance to us and our customers, and we devote significant resources to this effort. Breaches of the security measures we take to protect our software platform and service infrastructure and our and our customers' confidential or proprietary information that is stored on and transmitted through those systems could disrupt and compromise the security of our internal systems and on demand applications, impair our ability to provide products and services to our customers and protect the privacy of their data, compromise our confidential or technical business information harming our competitive position, result in theft or misuse of our intellectual property, or otherwise adversely affect our business.

The solutions we provide involve the collection, storage and transmission of confidential personal and proprietary information regarding our customers and our customers’ current and prospective renters and business partners. Specifically, we collect, store and transmit a variety of customer data such as demographic information and payment histories of our customers’ prospective and current renters and business partners. Additionally, we collect and transmit sensitive financial data such as credit card and bank account information. Treatment of certain types of data, such as personally identifiable information, protected health information and sensitive financial data may be subject to federal or state regulations requiring heightened privacy and security. If our data security or data integrity measures are breached or otherwise fail or prove to be inadequate for any reason, as a result of third-party actions or our employees’ or contractors’ errors or malfeasance or otherwise, and unauthorized persons obtain access to this information, or the data is otherwise compromised, we could incur significant liability to our customers and to their prospective or current renters or business partners, significant costs associated with internal regulatory investigations and litigation, or significant fines and sanctions by payment processing networks or governmental authorities. Any of these events or circumstances could result in damage to our reputation and material harm to our business.

We also rely upon our customers as users of our system to promote security of the system and the data within it, such as administration of customer-side access credentialing and control of customer-side display of data. On occasion, our customers have failed to perform these activities in such a manner as to prevent unauthorized access to data. To date, these breaches have not resulted in claims against us or in material harm to our business, but we cannot be certain that the failure of our customers in future periods to perform these activities will not result in claims against us, which could expose us to potential litigation, damage to our reputation and material harm to our business.

There can be no certainty that the measures we have taken to protect our software platform and service infrastructure, our confidential and proprietary information, and the privacy and integrity of our customers’, their current or prospective renters’ and business partners’ data are adequate to prevent or remedy unauthorized access to our system. Because techniques used to obtain unauthorized access to, or to sabotage, systems change frequently and generally are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventive measures. Experienced computer programmers seeking to intrude or cause harm, or hackers, may attempt to penetrate our service infrastructure from time to time. Hackers may consist of sophisticated organizations, competitors, governments or individuals who launch targeted attacks to gain unauthorized access to our systems. A hacker who is able to penetrate our service infrastructure could misappropriate proprietary or confidential information or cause interruptions in our services. We might be required to expend significant capital and resources to protect against, or to remedy, problems caused by hackers, and we may not have a timely remedy against a hacker who is able to penetrate our service infrastructure. In addition to purposeful breaches, inadvertent actions or the transmission of computer viruses could expose us to security risks. If an actual or perceived breach of our security occurs or if our customers and potential customers perceive vulnerabilities, the market perception of the effectiveness of our security measures could be harmed, we could lose sales and customers and our business could be materially harmed.

**If we are unable to cost-effectively scale or adapt our existing architecture to accommodate increased traffic, technological advances or changing customer requirements, our operating results could be harmed.**

As we continue to increase our customer base and the number of products used by our customers to manage units, the number of users accessing our on-demand software solutions over the Internet will continue to increase. Increased traffic could result in slow access speeds and response times. Since our customer agreements typically include service availability commitments, slow speeds or our failure to accommodate increased traffic could result in breaches of our customer agreements. In addition, the market for our solutions is characterized by rapid technological advances and changes in customer requirements. In order to accommodate increased traffic and respond to technological advances and evolving customer requirements, we expect that we will be required to make future investments in our network architecture. If we do not implement future upgrades to our network architecture cost-effectively, or if we experience prolonged delays or unforeseen difficulties in connection with upgrading our network architecture, our service quality may suffer and our operating results could be harmed.
Because certain solutions we provide depend on access to customer data, decreased access to this data or the failure to comply with the evolving laws and regulations governing privacy of data, cloud computing and cross-border data transfers, or the failure to address privacy concerns applicable to such data, could harm our business.

Certain of our solutions depend on our continued access to our customers’ data regarding their prospective and current renters, including data compiled by other third-party service providers who collect and store data on behalf of our customers. Federal, state and foreign governments have adopted and continue to adopt new laws and regulations addressing data privacy and the collection, processing, storage, transmission, use and disclosure of personal information. Such laws and regulations are subject to differing interpretations and may be inconsistent among jurisdictions. These and other requirements could reduce demand for our solutions or restrict our ability to store and process data or, in some cases, impact our ability to offer our services and solutions in certain locations.

In addition to government activity, privacy advocacy and other industry groups have established or may establish new self-regulatory standards that may place additional burdens on us. Our customers may expect us to meet voluntary certification or other standards established by third parties. If we are unable to maintain these certifications or meet these standards, it could adversely affect our ability to provide our solutions to certain customers and could harm our business.

Any restrictions on the use of or decrease in the availability of data from our customers, or other third parties that collect and store such data on behalf of our customers, and the costs of compliance with, and other burdens imposed by, applicable legislative and regulatory initiatives may limit our ability to collect, aggregate or use this data. Any limitations on our ability to collect, aggregate or use such data could reduce demand for certain of our solutions. Additionally, any inability to adequately address privacy concerns, even if unfounded, or comply with applicable privacy laws, regulations and policies, could result in liability to us or damage to our reputation and could inhibit sales and market acceptance of our solutions and harm our business.

The market for on demand software solutions in the rental housing industry continues to develop, and if it does not develop further or develops more slowly than we expect, our business will be harmed.

The market for on demand SaaS software solutions in the rental housing industry delivered via the Internet through a web browser is rapidly growing but still relatively immature compared to the market for traditional on premise software installed on a customer’s local personal computer or server. It is uncertain whether the on demand delivery model will achieve and sustain high levels of demand and market acceptance, making our business and future prospects difficult to evaluate and predict. While our existing customer base has widely accepted this new model, our future success will depend, to a large extent, on the willingness of our potential customers to choose on demand software solutions for business processes that they view as critical. Many of our potential customers have invested substantial effort and financial resources to integrate traditional enterprise software into their businesses and may be reluctant or unwilling to switch to on demand software solutions. Some businesses may be reluctant or unwilling to use on demand software solutions because they have concerns regarding the risks associated with security capabilities, reliability and availability, among other things, of the on demand delivery model. If potential customers do not consider on demand software solutions to be beneficial, then the market for these solutions may not further develop, or it may develop more slowly than we expect, either of which would adversely affect our operating results.

If use of the Internet and mobile technology, particularly with respect to online rental housing products and services, does not continue to increase as rapidly as we anticipate, our business could be harmed.

Our future success is substantially dependent on the continued use of the Internet and mobile technology as effective media of business and communication by our customers and consumers. Internet and mobile technology use may not continue to develop at historical rates, and consumers may not continue to use the Internet or mobile technology as media for information exchange or we may not keep up with the latest technology. Further, these media may not be accepted as viable long-term outlets for rental housing information for a number of reasons, including actual or perceived lack of security of information and possible disruptions of service or connectivity. If consumers begin to access rental housing information through other media and we fail to innovate, our business may be negatively impacted.

Economic trends that affect the rental housing market may have a negative effect on our business.

Our customers include a range of organizations whose success is intrinsically linked to the rental housing market. Economic trends that negatively or positively affect the rental housing market may adversely affect our business. Instability or downturns affecting the rental housing market may have a material adverse effect on our business, prospects, financial condition and results of operations by:

- decreasing demand for leasing and marketing solutions;
- reducing the number of occupied sites and units on which we earn revenue;
- preventing our customers from expanding their businesses and managing new properties;
- causing our customers to reduce spending on our solutions;
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- subjecting us to increased pricing pressure in order to add new customers and retain existing customers;
- causing our customers to switch to lower-priced solutions provided by our competitors or internally developed solutions;
- delaying or preventing our collection of outstanding accounts receivable; and
- causing payment processing losses related to an increase in customer insolvency.

In addition, economic trends that reduce the frequency of renter turnover or the quantity of new renters may reduce the number of rental transactions completed by our customers and may, as a result, reduce demand for our rental, leasing or marketing transaction specific services.

*If customers and other advertisers reduce or end their advertising spending on our LeaseStar products and we are unable to attract new advertisers, our business would be harmed.*

Some components of our LeaseStar product family depend on advertising generated through sales to real estate agents and brokerages, property owners and other advertisers relevant to rental housing. Our ability to attract and retain advertisers, and ultimately to generate advertising revenue, depends on a number of factors, including:

- increasing the number of consumers of our LeaseStar products and services;
- demonstrating lead generation value to our LeaseStar customers;
- competing effectively for advertising dollars with other online media companies;
- continuing to develop our advertising products and services;
- keeping pace with changes in technology and with our competitors; and
- offering an attractive return on investment to our advertiser customers for their advertising spending with us.

*Reductions in lead generation could have a negative effect on our operating results.*

We could face reductions in leads generated for our clients if third-party originators of such leads were to elect to suspend sending leads to us or our sources for such leads were reduced. Reductions in leads generated could reduce the value of our lead generation services, make it difficult for us to add new lead generation services customers, retain existing lead generation services customers and maintain or increase sales levels to our existing lead generation services customers and could adversely affect our operating results.

*We may require additional capital to support business growth, and this capital might not be available.*

We intend to continue to make investments to support our business growth and may require additional funds to respond to business challenges or opportunities, including the need to develop new solutions or enhance our existing solutions, enhance our operating infrastructure or acquire businesses and technologies. Accordingly, we may need to engage in equity or debt financings to secure additional funds. If we raise additional funds through further issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences and privileges superior to those of holders of our common stock. Debt financing secured by us in the future could involve additional restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. In addition, we may not be able to obtain additional financing on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us when we require it, our ability to continue to support our business growth and to respond to business challenges or opportunities could be significantly limited.

*Our debt obligations contain restrictions that impact our business and expose us to risks that could adversely affect our liquidity and financial condition.*

On September 30, 2014, we entered into a new agreement for a secured revolving credit facility to refinance our outstanding revolving loans. The new credit facility provides an aggregate principal amount of up to $200.0 million, with sublimits of $10.0 million for the issuance of letters of credit and for $20.0 million of swingline loans. The credit facility also allows us, under certain conditions, to request additional term loans or revolving commitments in an aggregate principal amount of up to $150.0 million, plus an amount that would not cause our consolidated net leverage ratio to exceed 3.25 to 1.00. As of March 31, 2015, we had $15.0 million of debt outstanding under our revolving line of credit and $10.0 million was available for the issuance of letters of credit. Advances under the credit facility may be voluntarily prepaid and re-borrowed. All outstanding principal and accrued and unpaid interest is due upon the credit facility's maturity on September 30, 2019.

All of our obligations under the credit facility are secured by substantially all of our assets. All of our existing and future domestic subsidiaries are required to guaranty our obligations under the credit facility, other than certain immaterial subsidiaries, foreign subsidiary holding companies and our payment processing subsidiaries. Such guarantees by existing and future domestic subsidiaries are and will be secured by substantially all of the assets of such subsidiaries.
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Our credit facility contains customary covenants, subject in each case to customary exceptions and qualifications, which limit our and certain of our subsidiaries’ ability to, among other things:

- incur additional indebtedness or guarantee indebtedness of others;
- create liens on our assets;
- enter into mergers or consolidations;
- dispose of assets;
- prepay certain indebtedness;
- make changes to our governing documents and certain of our agreements;
- pay dividends and make other distributions on our capital stock, and redeem and repurchase our capital stock;
- make investments, including acquisitions; and
- enter into transactions with affiliates.

Our credit facility also contains, subject in each case to customary exceptions and qualifications, customary affirmative covenants. We are also required to comply with a maximum consolidated net leverage ratio and a minimum consolidated interest coverage ratio. The interest coverage ratio, which is a ratio of our four previous consecutive fiscal quarters’ consolidated EBITDA to our interest expense, is to be not less than 3.00 to 1.00 as of the last day of any fiscal quarter. The consolidated net leverage ratio, which is the ratio of funded indebtedness on the last day of each fiscal quarter to the four previous consecutive fiscal quarters’ consolidated EBITDA, cannot exceed 3.50 to 1.00, provided that we can elect to increase the ratio to 3.75 to 1.00 for a specified period following a permitted acquisition. As of March 31, 2015, we were in compliance with the covenants under our credit facility.

The credit facility contains customary events of default, subject to customary cure periods for certain defaults, that include, among others, non-payment defaults, covenant defaults, material judgment defaults, bankruptcy and insolvency defaults, cross-defaults to certain other material indebtedness, ERISA defaults, inaccuracy of representations and warranties and a change in control default.

If we experience a decline in cash flow due to any of the factors described in this “Risk Factors” section or otherwise, we could have difficulty paying interest and principal amounts due on our indebtedness and meeting the financial covenants set forth in our credit facility. If we are unable to generate sufficient cash flow or otherwise obtain the funds necessary to make required payments under our credit facility, or if we fail to comply with the requirements of our indebtedness, we could default under our credit facility. Any default that is not cured or waived could result in the termination of the revolving commitments, the acceleration of the obligations under the credit facility, an increase in the applicable interest rate under the credit facility and a requirement that our subsidiaries that have guaranteed the credit facility pay the obligations in full, and would permit our lender to exercise remedies with respect to all of the collateral that is securing the credit facility, including substantially all of our and our subsidiary guarantors’ assets. Any such default could have a material adverse effect on our liquidity and financial condition.

Even if we comply with all of the applicable covenants, the restrictions on the conduct of our business could adversely affect our business by, among other things, limiting our ability to take advantage of financings, mergers, acquisitions and other corporate opportunities that may be beneficial to the business. Even if the credit facility was terminated, additional debt we could incur in the future may subject us to similar or additional covenants.

Assertions by a third party that we infringe its intellectual property, whether successful or not, could subject us to costly and time-consuming litigation or expensive licenses.

The software and technology industries are characterized by the existence of a large number of patents, copyrights, trademarks and trade secrets and by frequent litigation based on allegations of infringement, misappropriation, misuse and other violations of intellectual property rights. We have received in the past, and may receive in the future, communications from third parties claiming that we have infringed or otherwise misappropriated the intellectual property rights or terms of use of others. Our technologies may not be able to withstand any third-party claims against their use. Since we currently have no patents, we may not use patent infringement as a defensive strategy in such litigation. Additionally, although we have licensed from other parties proprietary technology covered by patents, we cannot be certain that any such patents will not be challenged, invalidated or circumvented. If such patents are invalidated or circumvented, this may allow existing and potential competitors to develop products and services that are competitive with, or superior to, our solutions.

Many of our customer agreements require us to indemnify our customers for certain third-party claims, such as intellectual property infringement claims, which could increase our costs of defending such claims and may require that we pay damages if there were an adverse ruling or settlement related to any such claims. These types of claims could harm our relationships with our customers, may deter future customers from purchasing our solutions or could expose us to litigation for
We may be unable to halt the operations of websites that aggregate or misappropriate data from our LeaseStar websites.

Lитigation could force us to stop selling, incorporating or using our solutions that include the challenged intellectual property or redesign those solutions that use the technology. In addition, we may have to pay damages if we are found to be in violation of a third party’s rights. We may have to procure a license for the technology, which may not be available on reasonable terms, if at all, may significantly increase our operating expenses or may require us to restrict our business activities in one or more respects. As a result, we may also be required to develop alternative non-infringing technology, which could require significant effort and expense. There is no assurance that we would be able to develop alternative solutions or, if alternative solutions were developed, that they would perform as required or be accepted in the relevant markets. In some instances, if we are unable to offer non-infringing technology, or obtain a license for such technology, we may be required to refund some or the entire license fee paid for the infringing technology by our customers.

Our exposure to risks associated with the use of intellectual property may be increased as a result of acquisitions, as we have a lower level of visibility into the development process with respect to acquired technology or the care taken to safeguard against infringement risks. Such risks include, without limitation, patent infringement risks, copyright infringement risks, risks arising from the inclusion of open source software that is subject to onerous license provisions that could even require disclosure of our proprietary source code, or violations of terms of use for third party solutions that our acquisition targets use. Third parties may make infringement and similar or related claims after we have acquired technology that had not been asserted prior to our acquisition.

Any failure to protect and successfully enforce our intellectual property rights could compromise our proprietary technology and impair our brands.

Our success depends significantly on our ability to protect our proprietary rights to the technologies we use in our solutions. If we are unable to protect our proprietary rights adequately, our competitors could use the intellectual property we have developed to enhance their own products and services, which could harm our business. We rely on a combination of copyright, service mark, trademark and trade secret laws, as well as confidentiality procedures and contractual restrictions, to establish and protect our proprietary rights, all of which provide only limited protection. We currently have no issued patents and no significant pending patent applications, and we may be unable to obtain patent protection in the future. In addition, if any patents are issued in the future, they may not provide us with any competitive advantages, may not be issued in a manner that gives us the protection that we seek and may be successfully challenged by third parties. Unauthorized parties may attempt to copy or otherwise obtain and use the technologies underlying our solutions. Monitoring unauthorized use of our technologies is difficult, and we do not know whether the steps we have taken will prevent unauthorized use of our technology. If we are unable to protect our proprietary rights, we may find ourselves at a competitive disadvantage to others who have not incurred the substantial expense, time and effort required to create similar innovative products.

We cannot assure you that any future service mark or trademark registrations will be issued for pending or future applications or that any registered service marks or trademarks will be enforceable or provide adequate protection of our proprietary rights. If we are unable to secure new marks, maintain already existing marks and enforce the rights to use such marks against unauthorized third-party use, our ability to brand, identify and promote our solutions in the marketplace could be impaired, which could harm our business.

We customarily enter into agreements with our employees, contractors and certain parties with whom we do business to limit access to, use of, and disclosure of our confidential and proprietary information. The legal and technical steps we have taken, however, may not prevent unauthorized use or the reverse engineering of our technology. Moreover, we may be required to release the source code of our software to third parties under certain circumstances. For example, some of our customer agreements provide that if we cease to maintain or support a certain solution without replacing it with a successor solution, then we may be required to release the source code of the software underlying such solution. In addition, others may independently develop technologies that are competitive to ours or infringe our intellectual property. Moreover, it may be difficult or practically impossible to detect copyright infringement or theft of our software code. Enforcement of our intellectual property rights also depends on our legal actions being successful against these infringers, but these actions may not be successful, even when our rights have been infringed. Furthermore, the legal standards relating to the validity, enforceability and scope of protection of intellectual property rights in Internet-related industries are uncertain and still evolving.

Additionally, as we sell our solutions internationally, effective patent, trademark, service mark, copyright and trade secret protection may not be available or as robust in every country in which our solutions are available. As a result, we may not be able to effectively prevent competitors outside the United States from infringing or otherwise misappropriating our intellectual property rights, which could reduce our competitive advantage and ability to compete or otherwise harm our business.

We may be unable to halt the operations of websites that aggregate or misappropriate data from our LeaseStar websites.
From time to time, third parties have misappropriated data from our LeaseStar websites through website scraping, software robots or other means and aggregated this data on their websites with data from other companies. In addition, copycat websites have misappropriated data on our network and attempted to imitate our brand or the functionality of our website. When we have become aware of such websites, we have employed technological or legal measures in an attempt to halt their operations. However, we may be unable to detect all such websites in a timely manner and, even if we could, technological and legal measures may be insufficient to halt their operations. In some cases, particularly in the case of websites operating outside of the United States, our available remedies may not be adequate to protect us against the impact of the operation of such websites. Regardless of whether we can successfully enforce our rights against the operators of these websites, any measures that we may take could require us to expend significant financial or other resources, which could harm our business, results of operations or financial condition. In addition, to the extent that such activity creates confusion among consumers or advertisers, our brand and business could be harmed.

**Legal proceedings against us could be costly and time consuming to defend.**

We are from time to time subject to legal proceedings and claims that arise in the ordinary course of business, including claims brought by our customers or vendors in connection with commercial disputes, claims brought by our customers’ current or prospective renters, including class action lawsuits based on asserted statutory or regulatory violations, employment-based claims made by our current or former employees, administrative agencies, government regulators, or insurers. In November 2014, the Company was named in a purported class action lawsuit in the Eastern District of Virginia, Jenkins v. RealPage, Inc., Case No. 3:14ev758. On January 12, 2015, the Company filed its answer. This case is at an early stage and although we intend to defend it vigorously, it is not possible to predict its outcome. In March 2015, we were named in a purported class action lawsuit in the United States District Court for the Eastern District of Pennsylvania, styled Helen Stokes v. RealPage, Inc., Case No. 2:15-cv-01520. This case is also at an early stage and although we intend to defend it vigorously, it is not possible to predict its outcome. Litigation, enforcement actions and other legal proceedings, regardless of their outcome, may result in substantial costs and may divert management’s attention and our resources, which may harm our business, overall financial condition and operating results. In addition, legal claims that have not yet been asserted against us may be asserted in the future. Although we maintain insurance, there is no guarantee that such insurance will be available or sufficient to cover any such legal proceedings or claims. For example, insurance may not cover such legal proceedings or claims or may withhold or dispute coverage of such legal proceedings or claims on various grounds, including by alleging such coverage is beyond the scope of such policies, that we are not in compliance with the terms of such insurance policies or that such policies are not in effect, even after proceeds under such insurance policies have been received by us. In addition, insurance may not be sufficient for one or more such legal proceedings or claims and may not continue to be available on terms acceptable to us, or at all. A legal proceeding or claim brought against us that is uninsured or underinsured could result in unanticipated costs, thereby harming our operating results.

**We could be sued for contract, warranty or product liability claims, and such lawsuits may disrupt our business, divert management’s attention and our financial resources or have an adverse effect on our financial results.**

We provide warranties to customers of certain of our solutions and services relating primarily to product functionality, network uptime, critical infrastructure availability and hardware replacement. General errors, defects, inaccuracies or other performance problems in the software applications underlying our solutions or inaccuracies in or loss of the data we provide to our customers could result in financial or other damages to our customers. Additionally, errors associated with any delivery of our services, including utility billing, could result in financial or other damages to our customers. There can be no assurance that any warranty disclaimers, general disclaimers, waivers or limitations of liability set forth in our contracts would be enforceable or would otherwise protect us from liability for damages. We maintain general liability insurance coverage, including coverage for errors and omissions, in amounts and under terms that we believe are appropriate. There can be no assurance that this coverage will continue to be available on terms acceptable to us, or at all, or in sufficient amounts to cover one or more large product liability claims, or that the insurer will not deny coverage for any future claim or dispute coverage of such legal proceedings or claims even after proceeds under such insurance policies have been received by us. The successful assertion of one or more large product liability claims against us that exceeds available insurance coverage, could have a material adverse effect on our business, prospects, financial condition and results of operations.

If we fail to develop our brands cost-effectively, our financial condition and operating results could be harmed.

We market our solutions under discrete brand names. We believe that developing and maintaining awareness of our brands is critical to achieving widespread acceptance of our existing and future solutions and is an important element in attracting new customers and retaining our existing customers. Additionally, we believe that developing these brands in a cost-effective manner is critical in meeting our expected margins. In the past, our efforts to build our brands have involved significant expenses and we intend to continue to make expenditures on brand promotion. Brand promotion activities may not yield increased revenue, and even if they do, any increased revenue may not offset the expenses we incurred in building our brands. If we fail to cost-effectively build and maintain our brands, we may fail to attract new customers or retain our existing customers, and our financial condition and results of operations could be harmed.
If we fail to maintain proper and effective internal controls, our ability to produce accurate and timely financial statements could be impaired, which could harm our operating results, our ability to operate our business and investors’ views of us.

Ensuring that we have adequate internal financial and accounting controls and procedures in place so that we can produce accurate financial statements on a timely basis is a costly and time-consuming effort that needs to be re-evaluated frequently. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with United States generally accepted accounting principles. We are required to comply with Section 404 of the Sarbanes-Oxley Act of 2002, or the Sarbanes-Oxley Act, which requires annual management assessment of the effectiveness of our internal control over financial reporting and a report by our independent auditors. If we fail to maintain proper and effective internal controls, our ability to produce accurate and timely financial statements could be impaired, which could harm our operating results, harm our ability to operate our business and reduce the trading price of our stock.

Changes in, or errors in our interpretations and applications of, financial accounting standards or practices may cause adverse, unexpected financial reporting fluctuations and affect our reported results of operations.

A change in accounting standards or practices can have a significant effect on our reported results and may even affect our reporting of transactions completed before the change is effective. New accounting pronouncements and varying interpretations of accounting pronouncements have occurred and may occur in the future. Changes to existing rules or the questioning of current practices or errors in our interpretations and applications of financial accounting standards or practices may adversely affect our reported financial results or the way in which we conduct our business.

We have incurred, and will incur, increased costs and demands upon management as a result of complying with the laws and regulations affecting public companies, which could harm our operating results.

As a public company, we have incurred, and will incur, significant legal, accounting, investor relations and other expenses that we did not incur as a private company, including costs associated with public company reporting requirements. We also have incurred and will incur costs associated with current corporate governance requirements, including requirements under Section 404 and other provisions of the Sarbanes-Oxley Act, as well as rules implemented by the Securities Exchange Commission and The NASDAQ Stock Market LLC. We expect these rules and regulations to continue to affect our legal and financial compliance costs and to make some activities more time-consuming and costly. As a public company, it is more expensive for us to obtain director and officer liability insurance and it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as our executive officers.

The rental housing industry, electronic commerce and many of the products and services that we offer, including background screening services, utility billing, affordable housing compliance and audit services, insurance and payments are subject to extensive and evolving governmental regulation. Changes in regulations or our failure to comply with regulations could harm our operating results.

The rental housing industry is subject to extensive and complex federal, state and local laws and regulations. Our services and solutions must work within the extensive and evolving legal and regulatory requirements applicable to our customers and third-party service providers, including, but not limited to, those under the Fair Credit Reporting Act, the Fair Housing Act, the Deceptive Trade Practices Act, the Drivers Privacy Protection Act, the Gramm-Leach-Bliley Act, the Fair and Accurate Credit Transactions Act, the United States Tax Reform Act of 1986 (TRA86), which is an IRS law governing tax credits, the Privacy Rules, Safeguards Rule and Consumer Report Information Disposal Rule promulgated by the Federal Trade Commission, or FTC, the FTC’s Telemarketing Sales Rule, the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, the Electronic Communications Privacy Act, the regulations of the United States Department of Housing and Urban Development, or HUD, HIPAA/HITECH, rules and regulations of the Consumer Financial Protection Bureau (CFPB) and complex and divergent state and local laws and regulations related to data privacy and security, credit and consumer reporting, deceptive trade practices, discrimination in housing, telemarketing, electronic communications, call recording, utility billing and energy and gas consumption. These regulations are complex, change frequently and may become more stringent over time. Although we attempt to structure and adapt our solutions and service offerings to comply with these complex and evolving laws and regulations, we may be found to be in violation. If we are found to be in violation of any applicable laws or regulations, we could be subject to administrative and other enforcement actions as well as class action lawsuits or demands for client reimbursement. Additionally, many applicable laws and regulations provide for penalties or assessments on a per occurrence basis. Due to the nature of our business, the type of services we provide and the large number of transactions processed by our solutions, our potential liability in an enforcement action or class action lawsuit could be significant. In addition, entities such as HUD, the FTC and the CFPB have the authority to promulgate rules and regulations that may impact our customers and our business. On February 23, 2015, we received from the FTC a Civil Investigative Demand consisting of interrogatories and a request to produce documents relating to our compliance with the Fair Credit Reporting Act. We have responded to the request. At this time, we do not know the scope of the investigation and we do not have sufficient information to evaluate the likelihood or merits of any potential enforcement action, or to predict the outcome or costs of responding to, or the costs, if any, of resolving this investigation.

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We believe increased regulation is likely in the area of data privacy, and laws and regulations applying to the solicitation, collection, processing or use of personally identifiable information or consumer information could affect our customers’ ability to use and share data, potentially reducing demand for our on demand software solutions.

Some of our LeaseStar products operate under the real estate brokerage laws of numerous states and require maintaining licenses in many of these states. Brokerage laws in these states could change, affecting our ability to provide some LeaseStar, or if applicable, other products in these states.

We deliver our on demand software solutions over the Internet and sell and market certain of our solutions over the Internet. As Internet commerce continues to evolve, increasing regulation by federal, state or foreign agencies becomes more likely. Taxation of products or services provided over the Internet or other charges imposed by government agencies or by private organizations for accessing the Internet may also be imposed. Any regulation imposing greater fees for Internet use or restricting information exchange over the Internet could result in a decline in the use of the Internet and the viability of on demand software solutions, which could harm our business and operating results.

Our business is subject to the risks of international operations.

Compliance with complex foreign and U.S. laws and regulations that apply to our international operations increases our cost of doing business. These numerous and sometimes conflicting laws and regulations include internal control and disclosure rules, data privacy and filtering requirements, anti-corruption laws, such as the Foreign Corrupt Practices Act, and other local laws prohibiting corrupt payments to governmental officials, and antitrust and competition regulations, among others.

Violations of these laws and regulations could result in fines and penalties, criminal sanctions against us, our officers, or our employees, prohibitions on the conduct of our business and on our ability to carry on operations in one or more countries, and could also materially affect our brand, our international expansion efforts, our ability to attract and retain employees, our business and our operating results. Although we have implemented policies and procedures designed to ensure compliance with these laws and regulations, there can be no assurance that our employees, contractors, or agents will not violate our policies.

In addition, we are subject to a variety of risks inherent in doing business internationally, including:

• political, social, economic, or environmental instability, terrorist attacks and security concerns in general;
• limitations of local infrastructure;
• fluctuations in currency exchange rates;
• higher levels of credit risk and payment fraud;
• reduced protection for intellectual property rights in some countries;
• difficulties in staffing and managing global operations and the increased travel, infrastructure and legal compliance costs associated with multiple international locations;
• compliance with statutory equity requirements and management of tax consequences; and
• outbreaks of highly contagious diseases.

If we are unable to manage the complexity of our international operations successfully, our financial results could be adversely affected.

Our LeasingDesk insurance business is subject to governmental regulation which could reduce our profitability or limit our growth.

Through our wholly owned subsidiary, Multifamily Internet Ventures LLC, we hold insurance agent licenses from a number of individual state departments of insurance and are subject to state governmental regulation and supervision in connection with the operation of our LeasingDesk insurance business. In addition, Multifamily Internet Ventures LLC has appointed numerous sub-producing agents to generate insurance business for its eRenterPlan product. The sub-producing agents are subject to the same state regulation and supervision, and Multifamily Internet Ventures LLC cannot ensure that these sub-producing agents will not violate these regulations, and thus expose the LeasingDesk business to sanctions by these state departments of insurance for any such violations. Furthermore, state insurance departments conduct periodic examinations, audits and investigations of the affairs of insurance agents. This state governmental supervision could reduce our profitability or limit the growth of our LeasingDesk insurance business by increasing the costs of regulatory compliance, limiting or restricting the solutions we provide or the methods by which we provide them or subjecting us to the possibility of regulatory actions or proceedings. Our continued ability to maintain these insurance agent licenses in the jurisdictions in which we are licensed depends on our compliance with the rules and regulations promulgated from time to time by the regulatory authorities in each of these jurisdictions.

In all jurisdictions, the applicable laws and regulations are subject to amendment or interpretation by regulatory authorities. Generally, such authorities are vested with relatively broad discretion to grant, renew and revoke licenses and
approvals and to implement regulations, as well as regulate rates that may be charged for premiums on policies. Accordingly, we may be precluded or temporarily suspended from carrying on some or all of the activities of our LeasingDesk insurance business or fined or penalized in a given jurisdiction. No assurances can be given that our LeasingDesk insurance business can continue to be conducted in any given jurisdiction as it has been conducted in the past.

We generate commission revenue from the insurance policies we sell as a registered insurance agent and if insurance premiums decline or if the insureds experience greater than expected losses, our revenues could decline and our operating results could be harmed.

Through our wholly owned subsidiary, Multifamily Internet Ventures LLC, a managing general insurance agency, we generate commission revenue from offering liability and renter’s insurance. Through Multifamily Internet Ventures LLC we also sell additional insurance products, including auto and other personal lines insurance, to renters that buy renter’s insurance from us. These policies are ultimately underwritten by various insurance carriers. Some of the property owners and managers that participate in our programs opt to require renters to purchase rental insurance policies and agree to grant to Multifamily Internet Ventures LLC exclusive marketing rights at their properties. If demand for residential rental housing declines, property owners and managers may be forced to reduce their rental rates and to stop requiring the purchase of rental insurance in order to reduce the overall cost of renting. If property owners or managers cease to require renter’s insurance, elect to offer policies from competing providers or insurance premiums decline, our revenues from selling insurance policies will be adversely affected.

Additionally, one type of commission paid by insurance carriers to Multifamily Internet Ventures LLC is contingent commission, which is affected by claims experienced at the properties for which the renters purchase insurance. In the event that the severity or frequency of claims by the insureds increase unexpectedly, the contingent commission we typically earn will be adversely affected. As a result, our quarterly, or annual, operating results could fall below the expectations of analysts or investors, in which event our stock price may decline.

Multifamily Internet Ventures LLC is required to maintain a 50-state general agency insurance license as well as individual insurance licenses for each sales agent involved in the solicitation of insurance products. Both the agency and individual licenses require compliance with state insurance regulations, payment of licensure fees, and continuing education programs. In the event that regulatory compliance requirements are not met, Multifamily Internet Ventures LLC could be subject to license suspension or revocation, state Department of Insurance audits, and regulatory fines. As a result, our ability to engage in the business of insurance could be restricted, and our operating revenue will be adversely affected.

Our ability to use net operating losses to offset future taxable income may be subject to certain limitations.

In general, under Section 382 of the Internal Revenue Code of 1986, as amended, or the Internal Revenue Code, a corporation that undergoes an “ownership change” is subject to limitations on its ability to utilize its pre-change net operating losses, or NOLs, to offset future taxable income. Our ability to utilize NOLs of companies that we may acquire in the future may be subject to limitations. Future changes in our stock ownership, some of which are outside of our control, could result in an ownership change under Section 382 of the Internal Revenue Code. For these reasons, we may not be able to utilize a material portion of the NOLs reflected on our balance sheet, even if we maintain profitability.

If we are required to collect sales and use taxes on the solutions we sell in additional taxing jurisdictions, we may be subject to liability for past sales and our future sales may decrease.

States and some local taxing jurisdictions have differing rules and regulations governing sales and use taxes, and these rules and regulations are subject to varying interpretations that may change over time. We review these rules and regulations periodically and currently collect and remit sales taxes in taxing jurisdictions where we believe we are required to do so. However, additional state and/or local taxing jurisdictions may seek to impose sales or other tax collection obligations on us, including for past sales. A successful assertion that we should be collecting additional sales or other taxes on our solutions could result in substantial tax liabilities for past sales, discourage customers from purchasing our solutions or may otherwise harm our business and operating results. This risk is greater with regard to solutions acquired through acquisitions.

We may also become subject to tax audits or similar procedures in jurisdictions where we already collect and remit sales taxes. A successful assertion that we have not collected and remitted taxes at the appropriate levels may also result in substantial tax liabilities for past sales. Liability for past taxes may also include very substantial interest and penalty charges. Our customer contracts provide that our customers must pay all applicable sales and similar taxes. Nevertheless, customers may be reluctant to pay back taxes and may refuse responsibility for interest or penalties associated with those taxes. If we are required to collect and pay back taxes and the associated interest and penalties, and if our customers fail or refuse to reimburse us for all or a portion of these amounts, we will incur unplanned expenses that may be substantial. Moreover, imposition of such taxes on our solutions going forward will effectively increase the cost of such solutions to our customers and may adversely affect our ability to continue to sell those solutions to existing customers or to gain new customers in the areas in which such taxes are imposed.
Changes in our effective tax rate could harm our future operating results.

We are subject to federal and state income taxes in the United States and various foreign jurisdictions, and our domestic and international tax liabilities are subject to the allocation of expenses in differing jurisdictions. Our tax rate is affected by changes in the mix of earnings and losses in jurisdictions with differing statutory tax rates, including jurisdictions in which we have completed or may complete acquisitions, certain non-deductible expenses arising from the requirement to expense stock options and the valuation of deferred tax assets and liabilities, including our ability to utilize our net operating losses. Increases in our effective tax rate could harm our operating results.

We rely on our management team and need additional personnel to grow our business, and the loss of one or more key employees or our inability to attract and retain qualified personnel could harm our business.

Our success and future growth depend on the skills, working relationships and continued services of our management team. The loss of our Chief Executive Officer or other senior executives could adversely affect our business. Our future success also will depend on our ability to attract, retain and motivate highly skilled software developers, marketing and sales personnel, technical support and product development personnel in the United States and internationally. All of our employees work for us on an at-will basis. Competition for these types of personnel is intense, particularly in the software industry. As a result, we may be unable to attract or retain qualified personnel. Our inability to attract and retain the necessary personnel could adversely affect our business.

Our corporate culture has contributed to our success, and if we cannot maintain this culture as we grow, we could lose the innovation, creativity and teamwork fostered by our culture, and our business may be harmed.

We believe that a strong corporate culture that nurtures core values and philosophies is essential to our long-term success. We call these values and philosophies the “RealPage Promise” and we seek to practice the RealPage Promise in our actions every day. The RealPage Promise embodies our corporate values with respect to customer service, investor communications, employee respect and professional development and management decision-making and leadership. As our organization grows and we are required to implement more complex organizational structures, we may find it increasingly difficult to maintain the beneficial aspects of our corporate culture which could negatively impact our future success.

Risks Related to Ownership of our Common Stock

The concentration of our capital stock owned by insiders may limit your ability to influence corporate matters.

Our executive officers, directors, and entities affiliated with them together beneficially owned approximately 33.7% of our common stock as of March 31, 2015. Further, Stephen T. Winn, our President, Chief Executive Officer and Chairman of the Board, and entities beneficially owned by Mr. Winn held an aggregate of approximately 32.7% of our common stock as of March 31, 2015. This significant concentration of ownership may adversely affect the trading price for our common stock because investors often perceive disadvantages in owning stock in companies with controlling stockholders. Mr. Winn and entities beneficially owned by Mr. Winn may control our management and affairs and matters requiring stockholder approval, including the election of directors and the approval of significant corporate transactions, such as mergers, consolidations or the sale of substantially all of our assets. Consequently, this concentration of ownership may have the effect of delaying or preventing a change of control, including a merger, consolidation or other business combination involving us, or discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control, even if that change of control would benefit our other stockholders.

The trading price of our common stock price may be volatile.

The trading price of our common stock could be subject to wide fluctuations in response to various factors, including, but not limited to, those described in this “Risk Factors” section, some of which are beyond our control. Factors affecting the trading price of our common stock include:

- variations in our operating results or in expectations regarding our operating results;
- variations in operating results of similar companies;
- announcements of technological innovations, new solutions or enhancements, strategic alliances or agreements by us or by our competitors;
- announcements by competitors regarding their entry into new markets, and new product, service and pricing strategies;
- marketing, advertising or other initiatives by us or our competitors;
- increases or decreases in our sales of products and services for use in the management of units by customers and increases or decreases in the number of units managed by our customers;
- threatened or actual litigation.
• major changes in our board of directors or management;
• recruitment or departure of key personnel;
• changes in the estimates of our operating results or changes in recommendations by any research analysts that elect to follow our common stock;
• market conditions in our industry and the economy as a whole;
• the overall performance of the equity markets;
• sales of our shares of common stock by existing stockholders;
• volatility in our stock price, which may lead to higher stock-based compensation expense under applicable accounting standards; and
• adoption or modification of regulations, policies, procedures or programs applicable to our business.

In addition, the stock market in general, and the market for technology and specifically Internet-related companies, has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of those companies. Broad market and industry factors may harm the market price of our common stock regardless of our actual operating performance. In addition, in the past, following periods of volatility in the overall market and the market price of a particular company’s securities, securities class action litigation has often been instituted against these companies. This litigation, if instituted against us, could result in substantial costs and a diversion of our management’s attention and our resources, whether or not we are successful in such litigation.

**Our stock price could decline due to the large number of outstanding shares of our common stock eligible for future sale.**

Sales of substantial amounts of our common stock in the public market, or the perception that these sales could occur, could cause the market price of our common stock to decline. These sales could also make it more difficult for us to sell equity or equity-related securities in the future at a time and price that we deem appropriate.

As of March 31, 2015, we had 79,671,681 shares of common stock outstanding. Of these shares, 76,706,456 were immediately tradable without restriction or further registration under the Securities Act, unless these shares are held by “affiliates,” as that term is defined in Rule 144 under the Securities Act.

As of March 31, 2015, holders of 25,217,885 shares, or approximately 31.7%, of our outstanding common stock were entitled to rights with respect to the registration of these shares under the Securities Act. If we register their shares of common stock, these stockholders could sell those shares in the public market without being subject to the volume and other restrictions of Rule 144 and Rule 701.

In 2012, we registered a total of 4,694,073 shares of our outstanding common stock held by affiliates pursuant to a registration statement on Form S-3, which shares are now freely tradable in the public market.

In addition, we have registered approximately 22,134,259 shares of common stock that have been issued or reserved for future issuance under our stock incentive plans. Of these shares, 2,704,814 shares were eligible for sale upon the exercise of vested options as of March 31, 2015.

**Our charter documents and Delaware law could prevent a takeover that stockholders consider favorable and could also reduce the market price of our stock.**

Our amended and restated certificate of incorporation and our amended and restated bylaws contain provisions that could delay or prevent a change in control of our company. These provisions could also make it more difficult for stockholders to elect directors and take other corporate actions. These provisions include:

• a classified board of directors whose members serve staggered three-year terms;
• not providing for cumulative voting in the election of directors;
• authorizing our board of directors to issue, without stockholder approval, preferred stock with rights senior to those of our common stock;
• prohibiting stockholder action by written consent; and
• requiring advance notification of stockholder nominations and proposals.

These and other provisions of our amended and restated certificate of incorporation and our amended and restated bylaws, and under Delaware law, could discourage potential takeover attempts, reduce the price that investors might be willing to pay in the future for shares of our common stock and result in the market price of our common stock being lower than it would be without these provisions.
If securities analysts do not continue to publish research or reports about our business or if they publish negative evaluations of our stock, the price of our stock could decline.

We expect that the trading price for our common stock may be affected by research or reports that industry or financial analysts publish about us or our business. If one or more of the analysts who cover us downgrade their evaluations of our stock, the price of our stock could decline. If one or more of these analysts cease coverage of our company, we could lose visibility in the market for our stock, which in turn could cause our stock price to decline.

We do not anticipate paying any cash dividends on our common stock.

We do not anticipate paying any cash dividends on our common stock in the foreseeable future. If we do not pay cash dividends, you would receive a return on your investment in our common stock only if the market price of our common stock has increased when you sell your shares. In addition, the terms of our credit facilities currently restrict our ability to pay dividends. See additional discussion under the Dividend Policy heading of Part II, Item 5 of our Annual Report on Form 10-K filed with the SEC on March 2, 2015.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(c) Purchases of Equity Securities.

The following table provides information with respect to repurchases of our common stock made during the three months ended March 31, 2015, by RealPage, Inc. or any "affiliated purchaser" of RealPage, Inc. as defined in Rule 10b-18(a)(3) under the Exchange Act:

<table>
<thead>
<tr>
<th>Period</th>
<th>Total Number of Shares Purchased</th>
<th>Average Price Paid per Share</th>
<th>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (1)</th>
<th>Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2015 through January 31, 2015</td>
<td>—</td>
<td>$ —</td>
<td>$ —</td>
<td>$ 34,479,036</td>
</tr>
<tr>
<td>February 1, 2015 through February 28, 2015</td>
<td>—</td>
<td>$ —</td>
<td>$ —</td>
<td>$ 34,479,036</td>
</tr>
<tr>
<td>March 1, 2015 through March 31, 2015</td>
<td>401,443</td>
<td>19.79</td>
<td>401,443</td>
<td>$ 26,532,557</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>401,443</strong></td>
<td><strong>$ 19.79</strong></td>
<td><strong>$ 401,443</strong></td>
<td><strong>$ 26,532,557</strong></td>
</tr>
</tbody>
</table>

(1) On May 6, 2014, the Board of Directors approved a stock repurchase program authorizing the repurchase of up to $50.0 million of our common stock. The stock repurchase program continues for a period of up to one year beginning May 8, 2014. In May 2015, the Company announced that its board of directors approved an extension of its ongoing stock repurchase program through May 6, 2016, permitting the purchase of up to $50.0 million of its common stock over the extended one-year period. During the periods covered by the table, no determination was made by us to terminate or suspend the stock repurchase program.

In total, we have repurchased 1,368,038 shares at a weighted average cost of $17.15 per share and a total cost of $23.5 million under the stock repurchase program.


The exhibits required to be furnished pursuant to Item 6 are listed in the Exhibit Index filed herewith, which Exhibit Index is incorporated herein by reference.
Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: May 8, 2015

RealPage, Inc.

By /s/ W. Bryan Hill

W. Bryan Hill

Chief Financial Officer and Treasurer
## EXHIBIT INDEX

<table>
<thead>
<tr>
<th>Exhibit Number</th>
<th>Exhibit Description</th>
<th>Incorporated by Reference</th>
<th>Filed Herewith</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Amended and Restated Certificate of Incorporation of the Registrant</td>
<td>S-1</td>
<td>7/26/2010</td>
</tr>
<tr>
<td>3.2</td>
<td>Amended and Restated Bylaws of the Registrant</td>
<td>S-1</td>
<td>7/26/2010</td>
</tr>
<tr>
<td>4.1</td>
<td>Form of Common Stock certificate of the Registrist</td>
<td>S-1</td>
<td>7/26/2010</td>
</tr>
<tr>
<td>4.3</td>
<td>Second Amended and Restated Registration Rights Agreement among the Registrant and certain stockholders, dated February 22, 2008</td>
<td>S-1</td>
<td>4/29/2010</td>
</tr>
<tr>
<td>4.4</td>
<td>Registration Rights Agreement among the Registrant and certain stockholders, dated July 29, 2012</td>
<td>S-3</td>
<td>9/13/2012</td>
</tr>
<tr>
<td>10.1</td>
<td>First Amendment to Amended and Restated 2010 Equity Incentive Plan.</td>
<td>8-K</td>
<td>1/21/2015</td>
</tr>
<tr>
<td>10.2</td>
<td>Form of 2015 Management Incentive Plan</td>
<td>8-K</td>
<td>2/23/2015</td>
</tr>
<tr>
<td>10.3</td>
<td>Form of Stock Option Award Agreement between the Company and Stephen T. Winn approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
</tr>
<tr>
<td>10.4</td>
<td>Form of Stock Option Award Agreement between the Company and certain executive officers approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
</tr>
<tr>
<td>10.5</td>
<td>Form of Restricted Stock Award Agreement for time-based awards between the Company and Stephen T. Winn approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
</tr>
<tr>
<td>10.6</td>
<td>Form of Restricted Stock Award Agreement for time-based awards between the Company and certain executive officers approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
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<tr>
<td>10.7</td>
<td>Form of Restricted Stock Award Agreement for market-based awards between the Company and Stephen T. Winn approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
</tr>
<tr>
<td>10.8</td>
<td>Form of Restricted Stock Award Agreement for market-based awards between the Company and certain executive officers approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
</tr>
<tr>
<td>10.9</td>
<td>Form of Stock Option Award Agreement between the Company and award recipients approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
</tr>
<tr>
<td>10.10</td>
<td>Form of Stock Option Award Agreement between the Company and award recipients (California residents) approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
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<tr>
<td>10.11</td>
<td>Form of Restricted Stock Award Agreement between the Company and award recipients approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
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<tr>
<td>10.12</td>
<td>Form of Restricted Stock Award Agreement between the Company and award recipients (California residents) approved for use under the 2010 Equity Incentive Plan, as amended and restated June 4, 2014, as amended.</td>
<td>8-K</td>
<td>3/5/2015</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Exchange Act</td>
<td>Date</td>
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<td>-----------------------------------------------------------------------------</td>
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<td>10.16</td>
<td>Employment Agreement between the Company and Daryl Rolley dated as of February 9, 2015</td>
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<td>31.1</td>
<td>Certification of Chief Executive Officer pursuant to Exchange Act Rules 13a-14(a) and 153-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</td>
<td>X</td>
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<tr>
<td>31.2</td>
<td>Certification of Chief Financial Officer pursuant to Exchange Act Rules 13a-14(a) and 153-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</td>
<td>X</td>
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<tr>
<td>32.1</td>
<td>Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</td>
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<td>32.2</td>
<td>Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</td>
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<tr>
<td>101.INS</td>
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<td>101.SCH</td>
<td>Taxonomy Extension Schema</td>
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<td>Taxonomy Extension Calculation</td>
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<td>Taxonomy Extension Labels</td>
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<td>101.PRE</td>
<td>Taxonomy Extension Presentation</td>
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<td></td>
</tr>
<tr>
<td>101.DEF</td>
<td>Taxonomy Extension Definition</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

* Furnished herewith
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”), is made as of the 9th day of February, 2015 (the “Effective Date”), by and between Daryl Rolley (the “Executive”), and RealPage, Inc., a Delaware company (the “Employer”), located at 4000 International Parkway, Carrollton, TX 75007.

1. Employment and Consideration. Employer hereby agrees to employ Executive, and Executive hereby accepts such employment, on the terms and conditions hereinafter set forth. In consideration of the promises of Executive contained in this Agreement, Employer agrees to employ Executive, and to provide Executive with confidential information of Employer necessary for the performance of Executive’s position.

2. Employment Screening. Executive has successfully completed a pre-employment consumer report verification, and Employer new hire paperwork, each of which was to be conducted in accordance with applicable state and/or federal law. Executive understands and agrees that Executive will be subject to Employer’s general policies and practices concerning applicants for senior executive positions and new senior executive employees.

3. Employment Period. The period during which Executive shall furnish services to Employer hereunder (the “Employment Period”) shall commence on the Effective Date, and shall end on the Date of Termination (as defined in Section 8(b) below). Nothing in this Section 3 shall limit the right of Employer or Executive to terminate Executive’s employment hereunder on the terms and conditions set forth in Section 7 hereof.

4. Position and Duties.

Office; Reporting; Duties. During the Employment Period, Executive shall serve as Executive Vice President and Chief Customer Officer of Employer. Executive shall report directly to the Chief Executive Officer of Employer. Executive shall have those powers, duties and perquisites consistent with a senior management position and such other powers and duties as may be prescribed by the Supervisory Executive, provided that such other powers and duties are consistent with Executive’s position within the management structure of Employer.

Commitment of Full Time Efforts. Executive agrees to devote substantially his or her full working time, attention and energies to the performance of Executive’s duties for Employer, provided, however, that it shall not be a violation of this Agreement for Executive to (i) serve on civic or charitable boards or committees, (ii) serve on non-public corporate boards or committees, (iii) manage personal investments, or (iv) give speeches and make media appearances in Executive’s individual capacity to discuss matters of public interest (so long as such shall not involve any illegal conduct), so long as the foregoing activities comply with the RealPage, Inc. Code of Business Conduct and Ethics and do not interfere materially with the performance of Executive’s responsibilities for Employer.

5. Place of Performance. Executive shall perform Executive’s duties for Employer from the offices of Employer, located at 4000 International Parkway, Carrollton, Texas 75007 or such other location as is either within a 25-mile radius thereof or within a 25-mile radius of the Executive’s principal residence (at the time the applicable location becomes Executive’s principal office).
6. **Compensation and Related Matters.**

(a) **Base Salary.** As compensation for the performance by Executive’s obligations hereunder, during the Employment Period, Employer shall pay Executive a base salary at a rate not less than $33,333.33 per month, or $400,000 on an annualized basis (the base salary, at the rate in effect from time to time, is hereinafter referred to as the “Base Salary”). Base Salary shall be paid in approximately equal installments in accordance with Employer’s customary payroll practices and legal requirements regarding withholding and deductions. During the Employment Period, the Base Salary shall be reviewed no less frequently than annually to determine whether or not the same should be adjusted in light of the duties, responsibilities and performance of Executive and other relevant factors.

(b) **Annual Bonus.** During the Employment Period, Executive shall be eligible for an annual bonus under the terms of the RealPage Management Incentive Plan (“MIP Target”) of 75% of Executive’s Base Salary for achievement of MIP Target at 100%. The performance criteria shall be as established by the Compensation Committee of Employer’s Board of Directors. To be eligible for the Annual Bonus, Executive must be employed by Employer on December 31 of the year with regard to which the Annual Bonus is applicable and must be employed on the date the Annual Bonus is paid. Annual Bonuses shall be paid according to the RealPage Management Incentive Plan.

(c) **Equity Grants.** Under the terms and conditions of the RealPage, Inc. Amended and Restated 2010 Equity Incentive Plan (the “Plan”), and subject to approval of the Compensation Committee of the RealPage Board of Directors and its standard policies for issuing equity grants, Executive shall be granted/eligible to receive (i) options to purchase up to 100,000 shares of RealPage common stock, pursuant to a Stock Option Award Agreement in the form attached as Exhibit I hereto with an exercise price that will be equal to the fair market value of RealPage’s stock on the date of grant (as determined in accordance with the Plan); (ii) 60,000 restricted shares of RealPage common stock, pursuant to a Restricted Stock Award Agreement included in the form attached as Exhibit II hereto; and (iii) 120,000 restricted shares of RealPage common stock, pursuant to a Stock Bonus Agreement included in the form attached as Exhibit III hereto.

(d) **Relocation and Signing Bonus.** Executive shall commence working full-time at Employer’s headquarters no later than April 1, 2015. Effective upon Executive’s relocation, Employer will pay Executive: (i) up to $100,000 for Executive’s actual expenses incurred in relocating to the Dallas area in accordance with the standard terms and conditions of the RealPage Relocation Leadership Relocation Policy and (ii) as a signing bonus payable to Executive, the amount of any balance remaining of the $100,000 for Executive’s relocation expenses as set forth in subpart (i) of this Section 6(d).

(e) **Expenses and Vacations.** Employer, according to its standard travel policy, shall reimburse Executive for all reasonable, in-policy business expenses upon the presentation of itemized statements of such expenses. Executive shall be entitled to three weeks’ paid vacation per year, in accordance with Employer’s vacation policy and practice applicable to senior executives of Employer; provided that following Executive’s fifth anniversary
of employment with Employer, Executive shall be entitled to four weeks’ paid vacation per year.

(f) **Fringe Benefits and Perquisites.** During the Employment Period, Employer shall make available to Executive all the fringe benefits and perquisites that are made available to other senior executives of Employer, including an additional $3,500 payment towards medical expenses.

(g) **Other Benefits.** During the Employment Period, Executive shall be eligible to participate in all other employee welfare benefit plans and other benefit programs (including group life insurance, medical and dental insurance, and accident and disability insurance) made available generally to employees or senior executives of Employer.

7. **Termination.** Executive’s employment hereunder may be terminated under the following circumstances, in each case subject to the provisions of this Agreement:

(a) **Death.** Executive’s employment hereunder shall terminate upon Executive’s death.

(b) **Disability.** If, as a result of Executive’s incapacity due to physical or mental condition and, if reasonable accommodation is required by law, after any reasonable accommodation, Executive shall have been absent from Executive’s duties hereunder on a full-time basis (i) for a period of six consecutive months or (ii) for shorter periods aggregating six months during any 12-month period, and, in either case, within 30 days after written Notice of Termination (as described in Section 8(a) hereof) is given, Executive shall not have returned to the performance of Executive’s duties hereunder on a full-time basis, Employer may terminate Executive’s employment hereunder for “Disability.”

(c) **Cause.** Employer may terminate Executive’s employment hereunder for Cause. In the event of a termination under this Section 7(c), the Date of Termination shall be the date set forth in the Notice of Termination. For purposes of this Employment Agreement, “Cause” means the occurrence of any of the following events which are not cured by Executive within ten days after receipt of written notice of such alleged cause from Employer or, if such event cannot be corrected within such ten-day period, if Executive does not commence to correct such default within said ten-day period and thereafter diligently prosecute the correction of same to completion within a reasonable time, provided, however, for no period greater than 30 days: (i) Executive’s conviction for any acts of fraud or breach of trust or any felony criminal acts; (ii) Executive’s knowingly making a materially false written statement to Employer’s auditors or legal counsel; (iii) Executive’s willful and material falsification of any corporate document or form; (iv) any material breach by Executive of any Employer published policy received and acknowledged by Executive in writing; (v) any material breach by Executive of a material provision of this Employment Agreement; (vi) Executive’s making a material misrepresentation of fact or omission to disclose material facts in relation to transactions occurring in the business and financial matters of Employer; or (vii) Executive’s repeated and material failure substantially to perform Executive’s duties. Notwithstanding the foregoing, during the two-year period following a Change of Control (the “Protected Period”), a termination for Cause (other than pursuant to Section 7(c)(i)) shall require a
showing by Employer that the actions giving rise to such termination resulted in material and demonstrable harm to Employer.

(d) **Good Reason.** For purposes of this Agreement, “**Good Reason**” shall mean, without Executive’s written consent: (i) a material reduction in Executive’s base salary or incentive compensation opportunity, (ii) a material reduction in Executive’s responsibilities, or authority; (iii) a material breach by Employer of a material provision of this Agreement, or (iv) a material change in the geographic location at which Executive must perform Executive’s services (except as provided in Section 5 above); provided that in no instance will the relocation of Executive to a facility or a location that is either 25 miles or less from Executive’s then-current office or 25 miles or less from Executive’s then-current primary residence be deemed material for purposes of this Agreement.

In the event of a resignation for Good Reason, Executive must provide Employer with written notice of the acts or omissions constituting the grounds for Good Reason within 90 days of the initial existence of the grounds for Good Reason and a reasonable opportunity for Employer to cure the conditions giving rise to such Good Reason, which shall not be less than 30 days following the date of notice from Executive. If Employer cures the conditions giving rise to such Good Reason within 30 days of the date of such notice, Executive will not be entitled to severance payments and/or benefits contemplated by Section 9(a) below if Executive thereafter resigns from Employer based on such grounds. Any termination for Good Reason must be effectuated within 90 days of the expiration of such cure period.

(e) **Other Terminations.** Notwithstanding the foregoing provisions, Employer may terminate Executive’s employment at any time, for any reason, with or without Cause, and Executive may terminate Executive’s employment at any time, with or without cause, in accordance with applicable state and federal law. The parties acknowledge that Executive is an at-will employee of Employer.

8. **Termination Procedure.**

(a) **Notice of Termination.** Any termination of Executive’s employment by Employer or by Executive (other than termination pursuant to Section 7(a) hereof) shall be communicated by written Notice of Termination to the other party hereto in accordance with Section 15.

(b) **Date of Termination.** “**Date of Termination**” shall mean (i) if Executive’s employment is terminated by Executive’s death, the date of Executive’s death; (ii) if Executive’s employment is terminated pursuant to Section 7(b), 30 days after Notice of Termination is given (provided that Executive shall not have returned to the performance of Executive’s duties on a full-time basis during such 30-day period); (iii) if Executive’s employment is terminated pursuant to Section 7(c), the date specified in the Notice of Termination; (iv) if Executive terminates Executive’s employment for Good Reason, upon expiration of the 30-day cure period set forth in Section 7(d) if Employer’s breach shall be uncured; and (v) if Executive’s employment is terminated pursuant to Section 7(e), immediately upon written notice delivered by the terminating party to the other, unless such notice designates a different termination date (in the case of a termination by
Executive pursuant to Section 7(e), Employer may elect to accelerate the Date of Termination to any date following receipt of such notice, and such acceleration shall not be deemed a termination by Employer without Cause).

9. **Compensation Upon Termination.**

(c) **Death; Disability; Termination By Employer without Cause or By Executive for Good Reason.** If Executive’s employment is terminated during the Employment Period by reason of Executive’s death or Disability or by Employer without Cause or by Executive for Good Reason, Employer shall pay to Executive (or Executive’s legal representatives or estate or as may be directed by the legal representatives of Executive’s estate, as the case may be) (i) the Severance Amount (defined in Section 9(b)), payable in 12 equal monthly installments on the applicable monthly anniversaries of the Date of Termination; (ii) a payment, payable on the 60th day following the Date of Termination equal to the product of (x) the excess of the monthly COBRA premium required for Executive to continue health insurance coverage at the level in effect as of the Date of Termination over the employee premium Executive would be required to pay for such coverage were Executive still actively employed by Employer (each determined as of the Date of Termination) multiplied by (y) 12 (or, if the Date of Termination occurs during the Protected Period other than due to death or Disability, 24); and (iii) a lump sum cash payment, payable within five days following such Date of Termination, of an amount equal to any earned but unpaid Base Salary or bonus (in the case of an annual bonus, such payment may be made on the date annual bonuses for the applicable year are to be made generally, if such year ended prior to the Date of Termination but such general payment date is to occur subsequent to the fifth day following the Date of Termination) due to Executive in respect of periods through the Date of Termination plus accrued vacation in accordance with Employer’s vacation policy — subject to all required deductions and withholdings (the amounts due pursuant to this clause (iii), the “Accrued Amounts”). The amounts set forth in Section 9(a)(i)-(ii) shall be payable if and only if Executive shall have executed on or before the 50th day following the Date of Termination, and not subsequently revoked, a mutual release and covenant agreement substantially in the form set forth as Exhibit A (the “Release Agreement”). For the avoidance of doubt, in the event that Executive is willing to execute the Release Agreement and the Company is not, the Company shall not be required to sign the Release Agreement, but, so long as Executive timely delivers an executed Release Agreement, the amounts set forth in Section 9(a)(i)-(ii) shall be payable to Executive. In the event Executive does not timely execute (or revokes) the Release Agreement, Executive shall repay to Employer, within five days prior following the 60th day following the Date of Termination, any payments previously made to Executive pursuant to Section 9(a)(i). For purposes of this Section 9, if Executive’s employment is terminated without Cause or by Executive for Good Reason prior to a Change in Control but proximate to, or following, Employer’s (as defined in the Plan) entry into an agreement to enter into a transaction that would constitute a Change in Control, and such termination (or the event giving rise to the Good Reason claim) is made at the direction of the third-party effectuating such Change in Control, such termination shall be deemed to have occurred during the Protected Period.
(d) **Severance Amount.** For the purposes of Section 9(a), “Severance Amount” means an amount equal to

(i) if Executive’s employment is terminated by reason of Executive’s death or Disability, six months of Executive’s Base Salary (determined as of the Date of Termination);  

(ii) if, other than during the Protected Period, Executive’s employment is terminated by Employer without Cause or by Executive with Good Reason, one multiplied by Executive’s Base Salary determined as of the Date of Termination; or  

(ii) if, during the Protected Period, Executive’s employment is terminated by Employer without Cause or by Executive with Good Reason, two multiplied by Executive’s Base Salary determined as of the Date of Termination.

(e) **Cause or By Executive Other than for Good Reason.** If Executive’s employment is terminated by Employer for Cause or by Executive other than for Good Reason, then Employer shall pay Executive, within five days following such Date of Termination, in a lump sum cash payment, the Accrued Amounts (other than annual bonuses with respect to which Executive did not satisfy the continued service requirements of Section 6(b)).

(f) **Certain Reductions.** Anything in this Agreement to the contrary notwithstanding, in the event that the Accounting Firm (as defined below) determines that receipt of all Payments (as defined below) would subject Executive to the tax under Section 4999 of the Code, the Accounting Firm shall determine whether to reduce any of the Agreement Payments (as defined below) to Executive so that the Parachute Value (as defined below) of all Payments to Executive, in the aggregate, equals the applicable Safe Harbor Amount (as defined below). Agreement Payments shall be so reduced only if the Accounting Firm determines that Executive would have a greater Net After-Tax Receipt (as defined below) of aggregate Payments if the Agreement Payments were so reduced. If the Accounting Firm determines that Executive would not have a greater Net After-Tax Receipt of aggregate Payments if the Agreement Payments were so reduced, Executive shall receive all Agreement Payments to which Executive is entitled hereunder.

(i) If the Accounting Firm determines that the aggregate Agreement Payments to Executive should be reduced so that the Parachute Value of all Payments to Executive, in the aggregate, equals the applicable Safe Harbor Amount, Employer shall promptly give Executive notice to that effect and a copy of the detailed calculation thereof. All determinations made by the Accounting Firm under this Section 9(d) shall be binding upon Employer and Executive and shall be made as soon as reasonably practicable and in no event later than 15 days following the Date of Termination. For purposes of reducing the Agreement Payments to Executive so that the Parachute Value of all Payments to Executive, in the aggregate, equals the applicable Safe Harbor Amount, only Agreement Payments (and no other Payments) shall be reduced. The reduction contemplated by this Section 9(d), if applicable, shall be made by reducing payments and benefits (to the extent such amounts are
considered Payments) under the following sections in the following order: (i) Section 9(a)(i); (ii) Section 9(a)(ii); and (iii) Section 9(a)(iii).

(ii) As a result of the uncertainty in the application of Section 4999 of the Code at the time of the initial determination by the Accounting Firm hereunder, it is possible that amounts will have been paid or distributed by Employer to or for the benefit of Executive pursuant to this Agreement that should not have been so paid or distributed (each, an “Overpayment”) or that additional amounts that will have not been paid or distributed by Employer to or for the benefit of Executive pursuant to this Agreement could have been so paid or distributed (each, an “Underpayment”), in each case consistent with the calculation of the applicable Safe Harbor Amount hereunder. In the event that the Accounting Firm, based on the assertion of a deficiency by the Internal Revenue Service against Employer or Executive which the Accounting Firm believes has a high probability of success, determines that an Overpayment has been made, any such Overpayment paid or distributed by Employer to or for the benefit of Executive shall be repaid by Executive to Employer, together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code; provided, however, that no such repayment shall be required if and to the extent such deemed repayment would not either reduce the amount on which Executive is subject to tax under Sections 1 and 4999 of the Code or generate a refund of such taxes. If the Accounting Firm, based on controlling precedent or substantial authority, determines that an Underpayment has occurred, any such Underpayment shall be promptly paid by Employer to or for the benefit of Executive, together with interest at the applicable federal rate provided for in Section 7872(f)(2) of the Code.

(iii) In connection with making determinations under this Section 9(d), the Accounting Firm shall take into account the value of any reasonable compensation for services to be rendered by Executive before or after the applicable transaction giving rise to application of Section 4999 of the Code, including any noncompetition provisions that may apply to Executive (whether set forth in this Agreement or otherwise), and Employer shall cooperate in the valuation of any such services, including any noncompetition provisions.

(iv) All fees and expenses of the Accounting Firm in implementing the provisions of this Section 9(d) shall be borne by Employer.

(v) The following terms shall have the following meanings for purposes of this Section 9(d).

1. “Accounting Firm” shall mean a nationally recognized certified public accounting firm (which accounting firm shall in no event be the accounting firm for the entity seeking to effectuate such change of control) or other professional services organization that is a certified public accounting firm recognized as an expert in determinations and calculations for purposes of Section 280G of the Code.
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Code that is selected by Employer (as it exists prior to a change of control) and reasonably acceptable to Executive for purposes of making the applicable determinations hereunder.

(2) “Agreement Payment” shall mean a Payment paid or payable pursuant to this Agreement.

(3) “Net After-Tax Receipt” shall mean the Present Value of a Payment net of all taxes imposed on Executive with respect thereto under Sections 1 and 4999 of the Code and under applicable state, local, and foreign laws, determined by applying the highest marginal rate under Section 1 of the Code and under state, local, and foreign laws that applied to Executive's taxable income for the immediately preceding taxable year, or such other rate as such Executive shall certify, in Executive's sole discretion, as likely to apply to Executive in the relevant tax year.

(4) “Parachute Value” of a Payment shall mean the present value as of the date of the change in control for purposes of Section 280G of the Code of the portion of such Payment that constitutes a “parachute payment” under Section 280G(b)(2) of the Code, as determined by the Accounting Firm for purposes of determining whether and to what extent the excise tax under Section 4999 of the Code will apply to such Payment.

(5) A “Payment” shall mean any payment, benefit or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable pursuant to this Agreement or otherwise.

(6) “Present Value” of a Payment shall mean the economic present value of a Payment as of the date of the change in control for purposes of Section 280G of the Code, as determined by the Accounting Firm using the discount rate required by Section 280G(d)(4) of the Code.

(7) “Safe Harbor Amount” means (x) 3.0 times Executive’s “base amount,” within the meaning of Section 280G(b)(3) of the Code, minus (y) $1.00.

10. No Mitigation. Executive shall not be required to mitigate amounts payable pursuant to Section 9 of this Agreement by seeking other employment or otherwise, nor shall such payments be reduced on account of any remuneration earned by Executive attributable to employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by Executive to Employer or otherwise.

11. Confidentiality, Non-Compete, and Non-Solicitation.

1. Non-Disclosure and Non-Use of Confidential Information. Executive shall not disclose any Employer Confidential Information (as defined below) to any third party (other than accountants, lawyers and other third parties engaged by and working at the behest of Employer) without the specific written consent of Employer and shall use
Employer Confidential Information solely for the benefit of Employer. Following the termination of Executive’s employment with Employer (regardless of whether termination is voluntary or involuntary and with or without cause), Executive will not, without the written consent of Employer, use, disclose, reproduce, or distribute any Employer Confidential Information.

2. **Definition of Employer Confidential Information.** For purposes of this Agreement, “Employer Confidential Information” shall mean all information, regardless of its form or format, about Employer, its customers and employees that is not readily accessible to the public and not a matter of common knowledge in Employer’s business trade or industry and that is disclosed to or learned by Executive as a direct or indirect consequence of or through Executive’s employment with Employer — about Employer, its parents or subsidiaries, including information about Employer’s technology, finances, business methods, plans, operations, services, products and processes (whether existing or contemplated), or any of its executives, clients, agents or suppliers, information relating to software programs, source codes or object codes; computer systems; computer systems analyses; testing results; flow charts and designs; product specifications and documentation; user documentation; sales plans; sales records; sales literature; customer lists and files; research and development projects or plans; marketing and merchandising plans and strategies; pricing strategies; price lists; sales or licensing terms and conditions; consulting sources; supply and service sources; procedure or policy manuals; legal matters; financial statements; financing methods; financial projections; and the terms and conditions of business arrangements with its parent, clients, suppliers, banks, or other financial institutions.

3. **Covenant Not To Compete.** In exchange for the consideration payable to Executive pursuant to Sections 9(a)-(c), Executive hereby agrees that during employment and for a period of two years thereafter (the “Restricted Period”), Executive shall not provide the same or substantially the same services to a Competing Business (as defined below) anywhere in the Restricted Area (as defined below), regardless of whether these services are provided as a principal, agent, employee executive, consultant, or volunteer; provided, however, that mere ownership of securities having no more than one percent of the outstanding voting power of any Competing Business listed on any national securities exchange or traded actively in the national over-the-counter market shall not be deemed to be in violation of this Agreement so long as Executive otherwise complies with the terms of this provision.

“Restricted Area” shall mean each and every current market throughout the United States in which Employer conducts business. The term “Restricted Area” shall also include any potential markets that Executive is directly or indirectly involved in helping develop on behalf of Employer during the 12 months immediately preceding Executive’s termination of employment. The term “Competing Business” shall have the same definition as set forth in Section (d) below.

4. **Non-Solicitation of Customers.** Executive hereby agrees that, during the Restricted Period (other than on behalf of Employer or its affiliates), Executive shall not in any way directly or indirectly, for the purpose of conducting or engaging in a Competing Business:
(i) solicit any business from, or attempt to sell any products or services, or to call upon or solicit any customer or client of Employer then-existing, or any Past customer of Employer, or any affiliate of Employer that Executive had direct or indirect contact while employed with Employer;

(ii) assist, cooperate or encourage any third party to do any of the foregoing.

For purposes of this Section 11(c) and (d), the term “Past” customer or “Past” licensee shall refer to any former customer or licensee of Employer or any affiliate within one year of their having ceased to be a customer or licensee of Employer or any affiliate. “Competing Business” means the business of developing, designing, publishing, marketing, maintaining or distributing databases and software applications which are competitive with products or services of Employer, are generally referred to as “single family or multi-tenant real estate management applications” and are generally used at apartment communities by personnel engaged in the operation, screening, call center, leasing, pricing, promotion and maintenance of apartment units. Without limitation of the foregoing, single family or multi-tenant real estate management applications, data bases, software and services shall include software used in prospecting, selling or screening potential residents, performing property management or accounting functions, providing pricing information or performing market research, communicating via the Internet with applicants, residents, service providers, suppliers and advertising providers, facilitating or providing billing, payments and cash management services, vendor screening and vendor compliance services, providing energy management or convergent billing services and producing, soliciting and/or assisting with the solicitation of insurance products or services or developing, marketing or selling a single family or multi-tenant vendor network solution.

5. **Non-Solicitation of Licensees.** Executive hereby agrees that, during the Restricted Period (other than on behalf of Employer or its affiliates), Executive shall not in any way directly or indirectly, for the purpose of conducting or engaging in a Competing Business:

(i) solicit any business from, or attempt to sell any products or services, or to call upon or solicit any licensee of Employer then-existing, or any Past licensee of Employer, or any affiliate of Employer that Executive had direct or indirect contact while employed with Employer;

(ii) assist, cooperate or encourage any third party to do any of the foregoing.

For purposes of this Section 11(e), the term “Past” customer or “Past” licensee shall refer to any former customer or licensee of Employer within one year of their having ceased to be a customer or licensee of Employer.

6. **Non-Interference with Employees.** Executive hereby agrees, during the Restricted Period, not to, directly or indirectly, solicit or induce any of Employer’s or any affiliate of Employer’s then-existing employees, representatives, consultants or agents to give up employment with or representation of Employer or any affiliate. If Employer terminates the employment or services of any such individual, Executive may thereafter hire such individual.

7. **Non-Interference with Business Relationships.** Executive hereby agrees, during the Restricted Period, that Executive shall not, directly or indirectly, for the purpose
of conducting or engaging in a Competing Business, utilize Employer Confidential Information to interfere with, impair, or adversely affect any contractual relationships or business relationships between Employer and any of the technology or distribution companies with whom Employer or any affiliate has strategic relationships.

8. **Non-Disparagement.** Executive hereby agrees that during the Employment Period and at all times thereafter, Executive shall not disparage either orally or in writing Employer or any affiliate, their products or services, or their officers, directors, or employees. Employer hereby agrees that during the Employment Period and at all times thereafter it shall instruct its directors and officers not to disparage Executive orally or in writing. This Section 11(h) shall not be violated by truthful statements in response to legal process, testifying in any legal or administrative proceeding, or responding to inquiries or requests for information by any regulator or auditor.

9. **Injunctive Relief.** Executive recognizes and agrees that the injury Employer will suffer in the event of a breach of this Section 11 may cause Employer irreparable injury that cannot adequately be compensated by monetary damages alone. Therefore, in the event of a breach of this Section 11 by Executive, or any attempted or threatened breach, Executive agrees that Employer, without limiting any legal or equitable remedies available to it, may be entitled to equitable relief by preliminary and permanent injunction or otherwise, without the necessity of posting any bond or undertaking, against Executive and/or the business enterprise with which Executive may have become associated, from any court of competent jurisdiction.

12. **Reasonableness of Restrictions.** Executive understands and acknowledges that Employer would not have entered into the Employment Agreement, unless and until it had secured from Executive assurance that Executive would become and remain, until the Date of Termination, as an executive of Employer in accordance with the terms and conditions hereof including the specific restriction on disclosure of confidential information in accordance with the terms of Section 11 hereof. Executive expressly acknowledges and agrees that the covenants and restrictive agreements contained in this Agreement are reasonable as to scope, location, and duration and that observation thereof will not cause Executive undue hardship or unreasonably interfere with Executive’s ability to earn a livelihood and practice Executive’s present skills and trades. Executive has consulted with legal counsel of Executive’s own selection regarding the meaning of such covenants and restrictions, which have been explained to Executive’s satisfaction.

13. **Successors; Binding Agreement.**

(a) **Employer’s Successors.** Employer shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of its businesses and/or assets (“Transaction”) to assume and agree to perform this Agreement in the same manner and to the same extent that Employer would be required to perform it if no such succession had taken place. Employer may honor the obligation set forth in the preceding sentence through execution in the course of consummating the Transaction of either a specific assignment and assumption agreement relating to the obligations set forth herein, or a general assignment and assumption agreement. Failure of Employer to obtain such assumption and agreement prior to the effectiveness of any such succession
shall be a material breach of a material provision of this Agreement. As used in this Agreement, the “Employer” shall mean Employer as hereinafter defined and any successor to the business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section 13 or which otherwise becomes bound by all the terms and provisions of this Agreement by operation of law.

(b) **Executive’s Successors.** This Agreement shall not be assignable by Executive. This Agreement and all rights of Executive hereunder shall inure to the benefit of and be enforceable by Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If Executive should die while any amounts would still be payable to Executive hereunder if Executive had continued to live, all such amounts unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to Executive’s devisee, legatee, or other designee or, if there be no such designee, to Executive’s estate.

14. **Indemnification.** To the fullest extent permitted by law, Employer shall indemnify Executive (including the advancement of legal, accounting and other expert expenses) for any judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys’ fees, incurred by Executive in connection with the defense of any lawsuit or other claim to which Executive is made a party by reason of performing Executive’s responsibilities as an officer or executive of Employer or any of its subsidiaries; except that, Employer shall have no such duty of indemnification with regard to claims or suits brought, for any reason, against Executive by any former employer of Executive.

15. **Notice.** For the purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given either (a) when delivered to a national overnight delivery service or (unless otherwise specified) mailed by United States certified or registered mail, return receipt requested, postage prepaid, addressed (i) in the case of notice to Employer, as set forth in the Preamble of this Agreement, attention of Employer’s Chief Executive Officer and Employer’s Chief Legal Officer and (ii) in the case of notice to Executive, to the address then current in Employer’s records, or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt, or (b) by e-mail to Employer e-mail address of (i) in the case of notice to Employer, Employer’s Chief Executive Officer and Employer’s Chief Legal Officer and (ii) in the case of notice to Executive, Executive. No notices may be given via facsimile transmission.

16. **Severability.** Should any term, condition, provision or part of this Agreement be found to be unlawful, invalid, illegal or unenforceable, that portion shall be deemed null and void and severed from the Agreement for all purposes, but such illegality, or invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining parts of this Agreement, and the remainder of the Agreement shall remain in full force and effect, unless such would be manifestly inequitable or would serve to deprive either party of a material part of what it bargained for in entering in this Agreement.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
18. **Withholding.** Notwithstanding any other provision of this Agreement, Employer may withhold from amounts payable under this Agreement all federal, state, local and foreign taxes that are required to be withheld by applicable laws or regulations.

19. **Confidential Information and Invention Assignment.** Executive acknowledges that the Confidential Information, Invention Assignment and Arbitration Agreement that Executive has previously executed in Employer’s favor is not superseded hereby and remains in full force and effect.

20. **Outside Fees.** Executive agrees and covenants not to solicit or receive, in connection with Executive’s employment with Employer, any income or other compensation from any third party doing business with Employer, including, without limitation, any supplier, client, customer, or executive of Employer.

21. **Miscellaneous.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by Executive and an authorized officer of Employer. No waiver by any party hereto at any time of any breach by the other parties hereto of, or compliance with, any condition or provision of this Agreement to be performed by any such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. Any termination of Executive’s employment or of this Agreement shall have no effect on any continuing obligations arising under this Agreement, including without limitation, the right of Executive to receive payments pursuant to Section 9 hereof and the obligations of Executive described in Section 11 hereof.

22. **Applicable Law, Venue, Jurisdiction and Arbitration.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas, or U.S. federal law when applicable and supreme (without regard to the principles of conflicts of law). Any action or proceeding concerning, related to, regarding, or commenced in connection with the Agreement must be brought in a state or federal court located in Dallas, Texas, and the parties to the Agreement hereby irrevocably submit to the personal jurisdiction of such courts and waive any objection they may now or hereafter have as to the venue of any such action or proceeding brought in any such court, or that any such court is an inconvenient forum.

(a) **Arbitration Option.** Either party shall also have the option to submit any disputes between Executive (and Executive’s attorneys, successors, and assigns) and Employer (and its Affiliates, shareholders, directors, officers, employees, agents, successors, attorneys, and assigns) relating in any manner whatsoever to Executive’s employment or termination thereof by either party, including, without limitation, all disputes arising under this Agreement (“Arbitrable Claims”), to binding arbitration in Denton County, Texas, pursuant to the rules of the American Arbitration Association and the arbitration rules set forth in Texas Code of Civil Procedure (the “Rules”). The arbitrator shall administer and conduct any arbitration in accordance with Texas law, including the Texas Code of Civil Procedure, or U.S. federal law when applicable and supreme. To the extent that the AAA Employment Rules conflict with Texas or U.S. federal law, Texas or U.S. federal law shall take precedence. All persons and entities specified in this Section (other than Employer and Executive) shall be considered third-party beneficiaries of the rights and obligations created by this Section on Arbitration.
The decision of the Arbitrator shall be final and binding on the parties and judgment upon the award may be entered in any of the aforementioned courts having jurisdiction over this Agreement.

(b) **Arbitrable Claims.** Arbitrable Claims shall include, but are not limited to, contract (express or implied) and tort claims of all kinds, as well as all claims based on any federal, state, or local law, statute, or regulation, excepting only claims under applicable workers’ compensation law and unemployment insurance claims. By way of example and not in limitation of the foregoing, Arbitrable Claims shall include (to the fullest extent permitted by law) any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as well as any claims asserting wrongful termination, harassment, breach of contract, breach of the covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, defamation, invasion of privacy, and claims related to disability. The parties shall be eligible to recover in arbitration any and all types of relief that would otherwise be available to them if they brought their claims in a judicial forum. Executive understands that this Agreement does not prohibit Executive from pursuing an administrative claim with a local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, including, but not limited to, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers’ Compensation Appeals Board. This Agreement does, however, preclude Executive from pursuing court action regarding any such claim, except as permitted by law.

(c) **Procedure.**

(i) **Initiation.** Arbitration of Arbitrable Claims shall be in accordance with the Employment Rules and Mediation Procedures of the American Arbitration Association as amended ("AAA Employment Rules"), as augmented in this Agreement. Arbitration shall be initiated as provided by the AAA Employment Rules, although the written notice to the other party initiating arbitration shall also include a statement of the claim(s) asserted and the facts upon which the claim(s) are based. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

(ii) **Binding Arbitration.** Arbitration shall be final and binding upon the parties and shall be the exclusive forum for all Arbitrable Claims, except for any appeals or enforcement of an arbitration award. Should one party select arbitration pursuant to this Agreement, then no other party shall initiate or prosecute any lawsuit or administrative action on overlapping issues of law or fact, unless the rights or obligations of third parties not subject to being determined in such arbitration are affected or must be determined in order for there to be a complete determination of the controversy, in which event
the arbitration may be stayed or dismissed pending determination of the parties’ rights in a
different forum where appropriate third parties are joined.

(iii) **Venue.** All arbitration hearings under this Agreement shall be conducted in Denton County,
Texas.

(iv) **Arbitrator’s Decision Must Be In Writing.** The decision of the arbitrator shall be in writing and
shall include a statement of the essential conclusions and findings upon which the decision is
based.

(d) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO
TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION
ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR
ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

(e) **Arbitrator Selection and Authority.** All disputes involving Arbitrable Claims shall be decided by a
single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective
date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party
shall notify the AAA and request selection of an arbitrator in accordance with the AAA Employment Rules. The
arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have
for the particular claim(s) asserted. The arbitrator shall have exclusive authority to resolve all Arbitrable Claims,
including, but not limited to, whether any particular claim is arbitrable and whether all or any part of this
Agreement is void or unenforceable.

(f) **Arbitration Fees.** Employer shall pay the expenses and fees of the arbitrator, together with other
expenses of the arbitration incurred or approved by the neutral arbitrator, but excluding an initial filing fee of
$100 (payable to AAA), and counsel fees or witness fees or other expenses incurred by a party for Executive’s
own benefit. If the allocation of responsibility for payment of the arbitrator’s fees would render the obligation to
arbitrate unenforceable, the parties authorize the arbitrator to modify the allocation as necessary to preserve
enforceability.

(g) **Confidentiality.** All proceedings and all documents prepared in connection with any Arbitrable Claim
shall be confidential and, unless otherwise required by law, the subject matter thereof shall not be disclosed to any
person other than the parties to the proceedings, their counsel, witnesses and experts, tax and financial advisors
and immediate family members of Executive, the arbitrator, and, if involved, the court and court staff. All
documents filed with the arbitrator or with a court shall be filed under seal. The parties shall stipulate to all
arbitration and court orders necessary to effectuate fully the provisions of this subsection concerning
confidentiality.

(h) **Continuing Obligations.** The rights and obligations of Executive and Employer set forth in this
Section on Arbitration shall survive the termination of Executive’s employment and the expiration of this
Agreement.

23. **Section 409A.**
(a) Notwithstanding anything to the contrary in this Agreement, if Executive is a “specified employee” within the meaning of Section 409A of the Code and the final regulations and any guidance promulgated thereunder (“Section 409A”) at the time of Executive’s termination (other than due to death), and the severance payable to Executive, if any, pursuant to this Agreement, when considered together with any other severance payments or separation benefits which may be considered deferred compensation under Section 409A (together, the “Deferred Compensation Separation Benefits”) will not and could not under any circumstances, regardless of when such termination occurs, be paid in full by March 15 of the year following Executive’s termination, then only that portion of the Deferred Compensation Separation Benefits which do not exceed the Section 409A Limit (as defined below) may be made within the first six months following Executive’s termination of employment in accordance with the payment schedule applicable to each payment or benefit (and such portion shall be payable within such period only to the extent permissible without resulting in tax under Section 409A). For these purposes, each severance payment is hereby designated as a separate payment and will not collectively be treated as a single payment. Any portion of the Deferred Compensation Separation Benefits that cannot be paid during such six-month period due to Section 409A shall accrue and, to the extent such portion of the Deferred Compensation Separation Benefits would otherwise have been payable within such six-month period, will become payable on the first payroll date that occurs on or after the date six months and one day following the date of Executive’s termination. All subsequent Deferred Compensation Separation Benefits, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive’s termination but prior to the six-month anniversary of Executive’s termination, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive’s death and all other Deferred Compensation Separation Benefits will be payable in accordance with the payment schedule applicable to each payment or benefit.

(b) The foregoing provision is intended to comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities herein will be interpreted to so comply. Employer and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

(c) For purposes of this Agreement, “Section 409A Limit” will mean the lesser of two times: (A) Executive’s annualized compensation based upon the annual rate of pay paid to Executive during Employer’s taxable year preceding Employer’s taxable year of Executive’s termination of employment as determined under Treasury Regulation 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (B) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which Executive’s employment is terminated.
24. **Entire Agreement.** This sets forth the entire agreement of the parties hereinafter in respect of the subject matter contained herein and supersedes all prior agreements, letters of intent, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by an officer, executive or representative of any party hereto; and any prior agreement of the parties hereto in respect to the subject matter contained herein, including the Prior Agreement. **Executive acknowledges and agrees that no officer, executive or representative of Employer is authorized to offer any term or condition of employment which is in addition to or different than those set forth in this Agreement.**

[Signature Page Follows]
IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date.

REALPAGE, INC.

By: /s/ Stephen T. Winn  
Name: Stephen T. Winn  
Title: Chief Executive Officer

EXECUTIVE:

/s/ Daryl Rolley  
Daryl Rolley

[Signature Page – Rolley Employment Agreement]
Exhibit A

[See attached form of General Release and Separation Agreement.]
FORM OF GENERAL RELEASE AND SEPARATION AGREEMENT

This General Release and Separation Agreement ("Agreement") is made and entered into by and between [NAME], a resident of [STATE] ("Employee"), and RealPage, Inc., a Delaware corporation ("Company"), in full and final settlement of any and all claims that Employee may have against Company and any and all claims that Company may have against Employee. This Agreement shall become effective on the eighth day after Employee signs and delivers this Agreement to Company (the "Effective Date"), provided that Employee does not revoke this Agreement prior to such date pursuant to Paragraph 3(f)(iv) below and provided further that Employee signs this Agreement on or before the fiftieth day following the Termination Date (as defined below).

1. Termination as Executive of RealPage, Inc. Employee acknowledges and agrees that Employee’s employment with Company in any capacity terminated effective [DATE] (the "Termination Date"). Regardless of whether Employee executes this Agreement, (a) Company will pay Employee, on or before the Termination Date, the Accrued Amounts (as defined in the Amended and Restated Employment Agreement, dated as of January 1, 2015, by and among Company and Employee (the "Employment Agreement")) and (b) nothing contained herein shall be deemed to affect Employee’s right to vested benefits (if any) under Company’s 401(k) plan or with respect to health benefit continuation in accordance with the federal law known as COBRA.

2. Consideration for Agreement from Company. In return for this Agreement, and in full and final settlement, compromise, and release of any and all claims that Employee has or may have against the Released Parties (as defined below in Paragraph 3), including Company (as described in Paragraph 3 below), and provided that Employee complies with the obligations under this Agreement, Employer shall pay and provide Employee the payments and benefits described in Sections 9(a)(i)-(ii) of the Employment Agreement.

   (a) Except as expressly set forth in this Agreement, Employee, on behalf of Employee and Employee’s spouse, heirs, descendants, administrators, representatives and assigns, hereby releases, forever discharges and covenants not to sue, Company, its past, present and future parents, subsidiaries, divisions, affiliates, and each of its and their respective predecessors, successors and assigns, and each of their past, present and future employees, officers, directors, agents, insurers, members, partners, joint venturers, employee welfare benefit plans, employee pension benefit plans and deferred compensation plans, and their trustees, administrators and other fiduciaries, and all persons acting by, through, under or in concert with them, or any of them (the "Released Parties"), of, from, and with respect to any action, cause of action, in law or in equity, suit, debt, lien, contract, agreement, obligation, promise, liability, claim, demand, damage, loss, cost or expense, of any nature whatsoever, known or unknown, suspected or unsuspected, or fixed or contingent (hereinafter called "Claims"), which Employee now has or may hereafter have against the Released Parties, or any of them, by reason of any act, omission, matter, cause or thing whatsoever occurring from the beginning of time through the date Employee signs this Agreement. Employee understands that this release includes, without limitation:
      • Claims arising out of or by virtue of or in connection with Employee’s employment with Company or any of the Released Parties, the terms and conditions of that employment,
or the termination of that employment. This release includes (but is not limited to) Claims for breach of contract and common law Claims for wrongful discharge; assault and battery; negligence; negligent hiring, retention and/or supervision; intentional or negligent invasion of privacy; defamation; intentional or negligent infliction of emotional distress; violations of public policy; or any other law grounded in tort, contract or common law. With the exception of any Claims covered by Paragraph 3(b) of this Agreement, this release further includes (but is not limited to) statutory Claims for failure to pay wages and/or overtime, unlawful harassment, and unlawful retaliation, Claims arising under federal, state or local laws, statutes or orders or regulations that relate to the employment relationships and/or prohibiting employment discrimination or any other federal, state or local law, including, but not limited to, Claims under the following statutes:

- Title VII of the Civil Rights Act of 1964, as amended in 1991;
- Section 1981 of the Civil Rights Act of 1866, as amended;
- The Age Discrimination in Employment Act;
- The Employee Retirement Income Security Act;
- The Fair Labor Standards Act;
- The Americans With Disabilities Act;
- The Family and Medical Leave Act;
- The National Labor Relations Act;
- The Fair Credit Reporting Act;
- The Immigration Reform Control Act;
- The Occupational Safety & Health Act;
- The Equal Pay Act;
- The Uniformed Services Employment and Reemployment Rights Act;
- The Worker Adjustment and Retraining Notification Act;
- The Employee Polygraph Protection Act;
- The Texas Labor Code;
- Any state or federal consumer protection and/or trade practices act; and
- Any state or federal workers’ compensation or disability, to the maximum extent permitted by law.

(b) **Exceptions to Release by Employee:** Excluded from this Agreement are (i) Claims with respect to the breach of any covenant to be performed by Company after the date of this Agreement and (ii) any Claims that cannot be waived by law, including, but not limited to, the right to file a charge with or participate in an investigation conducted by the Texas Workforce Commission or the Equal Employment Opportunity Commission (the “EEOC”). Employee is waiving, however, Employee’s right to any monetary
recovery or relief should the Texas Workforce Commission or EEOC or any other agency pursue any Claims on Employee’s behalf.

(c) Employee represents and warrants that Employee has not assigned or transferred to any third party any interest in any Claim which Employee may have against the Released Parties, or any of them, and Employee agrees to indemnify and hold the Released Parties, and each of them, harmless from any liability, claims, demands, damages, costs, expenses and attorneys’ fees incurred by them, or any of them, as a result of any such assignment or transfer.

(d) Employee represents and warrants that Employee has not asserted, filed or otherwise taken actions to initiate any Claim in any federal, state or local court, administrative agency, arbitral forum, or any other forum.

(e) If any Claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a Claim in which Company or any of the Releasees identified in this Agreement is a party.

(f) Waiver Of Age Discrimination Claims: Employee expressly acknowledges and agrees that, by entering into this Agreement, Employee is waiving any and all rights or Claims that Employee may have arising under the Age Discrimination in Employment Act, as amended (the “ADEA”), which have arisen on or before the date of execution of this Agreement. Employee further expressly acknowledges and agrees that:

(i) In return for this Agreement, Employee will receive compensation beyond that which Employee was already entitled to receive before entering into this Agreement;

(ii) Employee is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement and Employee fully understands the significance of all the terms and conditions of this Agreement and has discussed them with Employee’s attorney (or Employee has had a reasonable opportunity to discuss the terms and conditions of this Agreement with an attorney, if desired) prior to signing this Agreement;

(iii) Employee is hereby informed that Employee has 21 days within which to consider this Agreement and that if Employee signs it prior to the end of such 21-day period, Employee will have done so voluntarily and with full knowledge that Employee is waiving the right to have 21 days to consider this Agreement;

(iv) Employee is hereby advised that Employee has seven (7) days following the date of execution of this Agreement in which to revoke in writing the release of rights or Claims Employee may have arising under the ADEA. Any revocation must be in writing and must be received by Company’s Chief Legal Officer, during the seven-day revocation period. In the event that Employee exercises Employee’s right of revocation, all other releases and obligations under this Agreement shall not be valid or enforceable;
(v) Nothing in this Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs from doing so, unless specifically authorized by federal law;

(vi) Employee has carefully read this Agreement, acknowledges that Employee has not relied on any representation or statement, written or oral, not set forth in this Agreement or the Employment Agreement; and

(vii) Employee represents and warrants that Employee is signing this release knowingly and voluntarily.

4. **Company Release.**

In consideration of the Employee’s execution and non-revocation of this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, Company, on behalf of itself and each of its subsidiaries, hereby releases, forever discharges and covenants not to sue Employee with respect to and from any Claim which Company or its applicable subsidiary now has or may hereafter have against Employee by reason of any act, omission, matter, cause or thing whatsoever occurring from the beginning of time through the date Employee signs this Agreement; provided, however, that this release excludes (i) any Claims that cannot be waived by law, (ii) Claims with respect to the breach of any covenant to be performed by Employee after the date of this Agreement and (iii) Claims based upon Employee’s willful misconduct.

Company represents and warrants that Company has not assigned or transferred to any third party any interest in any Claim which Company may have against Employee, and Company agrees to indemnify and hold Employee harmless from any liability, claims, demands, damages, costs, expenses and attorneys’ fees incurred by Employee as a result of any such assignment or transfer.

Company represents and warrants that Company has not asserted, filed or otherwise taken actions to initiate any Claim against Employee in any federal, state or local court, administrative agency, arbitral forum, or any other forum.

5. **Continuing Obligations Contained in Other Documents and Return of Company Property.** Employee agrees and acknowledges that Employee has complied, and will continue to comply, with the obligations under this Agreement and the Employment Agreement (including, without limitation, the restrictive covenants set forth in Section 11 of the Employment Agreement). Company agrees and acknowledges that Company has complied, and will continue to comply, with the obligations under this Agreement and the Employment Agreement (including, without limitation, the non-disparagement covenant set forth in Section 11(h) of the Employment Agreement). In addition, Employee shall return to Company all Company property in Employee’s possession, custody or control on or before the Termination Date.

6. **Waiver of Breach.** A waiver by Employee or Company of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

7. **No Admission of Liability.** Employee and Company understand and acknowledge that this Agreement constitutes a compromise and settlement of any and all potential disputed Claims that Employee may have against Company and the Released Parties and that Company may have against Employee. Neither this Agreement nor any action taken by Employee or Company (or any of its
parent, subsidiary or affiliated entities), either previously or in connection with this Agreement, shall be deemed or construed to be: (a) an admission of the truth or falsity of any potential Claims; (b) an acknowledgment or admission by Company of any fault or liability whatsoever to Employee or to any third party; or (b) an acknowledgment or admission by Employee of any fault or liability whatsoever to Company or to any third party. Neither this Agreement nor anything in this Agreement shall be construed to be, or shall be admissible in any proceeding as, evidence of liability or wrongdoing by Employee, Company or any other Released Party.


[Signature Page to Follow]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated on the following page.

RealPage, Inc.

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

EMPLOYEE:

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________
Address: ___________________
ACKNOWLEDGMENT AND WAIVER

I, [NAME], hereby acknowledge that I was given 21 days to consider the foregoing Agreement and voluntarily chose to sign this Agreement prior to the expiration of the 21-day period.

I declare under penalty of perjury under the laws of the State of Texas that the foregoing is true and correct.

EXECUTED this ___ day of ____________ 2014, at ________ County, _____________.

Name: ____________________
EXHIBIT I
FORM OF
REALPAGE, INC.
2010 EQUITY INCENTIVE PLAN
STOCK OPTION AWARD AGREEMENT
REALPAGE, INC.

2010 EQUITY INCENTIVE PLAN

STOCK OPTION AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the RealPage, Inc. 2010 Equity Incentive Plan (the “Plan”) will have the same defined meanings in this Stock Option Award Agreement (the “Award Agreement”).

I. NOTICE OF STOCK OPTION GRANT

Participant Name: Daryl Rolley

You have been granted an Option to purchase Common Stock of RealPage, Inc. (the “Company”), subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number: ________________________________
Date of Grant: ________________________________
Vesting Commencement Date: ________________________________
Exercise Price per Share: ________________________________
Total Number of Shares Granted: ________________________________
Total Exercise Price: ________________________________
Type of Option: X Nonstatutory Stock Option

Term/Expiration Date: To Be Determined

Vesting Schedule:

Subject to any acceleration provisions contained in the Plan or set forth below, this Option may be exercised, in whole or in part, in accordance with the following schedule:

Eight and one-third percent (8.33%) of the Shares subject to the Option shall vest each quarter beginning on the first day of the calendar quarter immediately following the vesting commencement date for twelve (12) consecutive calendar quarters so that the Option shall be fully vested on the first calendar day of the twelfth consecutive calendar quarter following the vesting commencement date, subject to Participant continuing to be a service provider of the Company or a parent or subsidiary of the Company through each such vesting date.

Change in Control: The foregoing notwithstanding and notwithstanding any contrary provision of the Plan, in the event a Change in Control occurs while Participant remains a
service provider of the Company or a parent or subsidiary of the Company, the Option (or, if applicable, the qualifying Replacement Award (as defined below)) shall vest in full (x) upon such Change in Control, if no qualifying Replacement Award is provided, or (y) upon a termination of the employment of Participant within two years following such Change in Control, if such termination is by the Company without Cause (as defined in Participant’s Employment Agreement) or by Participant for Good Reason (as defined in Participant’s Employment Agreement). An award shall qualify as a Replacement Award if it satisfies the standards for substitution or assumption set forth in Section 15(c) of the Plan. For clarity, the Option shall not automatically vest upon a Change in Control if a qualifying Replacement Award is provided therefor.

Death and Disability: The foregoing notwithstanding and notwithstanding any contrary provision of the Plan, in the event of or upon Participant’s termination of service due to Death or Disability before all Shares subject to the Option have vested, then one hundred percent (100%) of the then unvested Shares subject to the Option shall vest upon Participant’s termination of service due to Death or Disability.

Termination Period:

This Option will be exercisable for three (3) months after Participant ceases to be a Service Provider, unless such termination is due to Participant’s death or Disability, in which case this Option will be exercisable for twelve (12) months after Participant ceases to be Service Provider. Notwithstanding the foregoing, in no event may this Option be exercised after the Term/Expiration Date as provided above and may be subject to earlier termination as provided in Section 14 of the Plan or Section 20 of Exhibit A hereto.

By Participant’s signature and the signature of the Company's representative below, Participant and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Stock Option Grant, attached hereto as Exhibit A, all of which are made a part of this document. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated above.
EXHIBIT A

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. **Grant of Option.** In exchange for the promises and representations made by the individual named in the Notice of Grant attached as Part I of this Award Agreement (the "Participant"), the Company hereby grants to the Participant an option (the “Option”) to purchase the number of Shares, as set forth in the Notice of Grant, at the exercise price per Share set forth in the Notice of Grant (the “Exercise Price”), subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 19 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan will prevail.

   If designated in the Notice of Grant as an Incentive Stock Option (“ISO”), this Option is intended to qualify as an ISO under Section 422 of the Internal Revenue Code of 1986, as amended (the “Code”). However, if this Option is intended to be an ISO, to the extent that it exceeds the $100,000 rule of Code Section 422(d) it will be treated as a Nonstatutory Stock Option (“NSO”). Further, if for any reason this Option (or portion thereof) will not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a NSO granted under the Plan. In no event will the Administrator, the Company or any Parent or Subsidiary or any of their respective employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an ISO.

2. **Vesting Schedule.** Except as provided in Section 3, the Option awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

3. **Administrator Discretion.** The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time, subject to the terms of the Plan. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

4. **Exercise of Option.**

   (a) **Right to Exercise.** This Option may be exercised only within the term set out in the Notice of Grant, and may be exercised during such term only in accordance with the Plan and the terms of this Award Agreement.

   (b) **Method of Exercise.** This Option is exercisable by delivery of an exercise notice, in the form attached as Exhibit B (the “Exercise Notice”) or in a manner and pursuant to such procedures as the Administrator may determine, which will state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the “Exercised Shares”), and such other representations and agreements as may be required by the Company.
pursuant to the provisions of the Plan. The Exercise Notice will be completed by Participant and delivered to the Company. The Exercise Notice will be accompanied by payment of the aggregate Exercise Price as to all Exercised Shares together with any applicable tax withholding. This Option will be deemed to be exercised upon receipt by the Company of such fully executed Exercise Notice accompanied by such aggregate Exercise Price.

5. **Method of Payment.** Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant.

   (a) cash;
   
   (b) check;
   
   (c) consideration received by the Company under a formal cashless exercise program adopted by the Company in connection with the Plan; or
   
   (d) surrender of other Shares which have a Fair Market Value on the date of surrender equal to the aggregate Exercise Price of the Exercised Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company.

6. **Tax Obligations.**

   (a) **Withholding Taxes.** Notwithstanding any contrary provision of this Award Agreement, no certificate representing the Shares will be issued to Participant, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of income, employment and other taxes which the Company determines must be withheld with respect to such Shares. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any tax withholding obligations by reducing the number of Shares otherwise deliverable to Participant. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time of the Option exercise, Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

   (b) **Notice of Disqualifying Disposition of ISO Shares.** If the Option granted to Participant herein is an ISO, and if Participant sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Grant Date, or (ii) the date one (1) year after the date of exercise, Participant will immediately notify the Company in writing of such disposition. Participant agrees that Participant may be subject to income tax withholding by the Company on the compensation income recognized by Participant.

   (c) **Code Section 409A.** Under Code Section 409A, an option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per Share exercise price that is determined by the Internal Revenue Service (the “IRS”) to be less than the Fair Market Value of a Share on the date of grant (a “Discount Option”) may be considered “deferred compensation.” A Discount Option may result

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in (i) income recognition by Participant prior to the exercise of the option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty and interest charges to the Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the Fair Market Value of a Share on the Date of Grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the date of grant, Participant will be solely responsible for Participant’s costs related to such a determination.

7. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant. After such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

8. No Guarantee of Continued Service. PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT’S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT’S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

9. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company, in care of its Chief Legal Officer at RealPage, Inc., 4000 International Parkway, Carrollton, Texas 75007, or at such other address as the Company may hereafter designate in writing.

10. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

11. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

12. Participant Covenants.
a. **Non-Competition/Non-Interference with Customers and Licensees.** Participant hereby agrees that, during the term of employment and for a period of one (1) year thereafter (the “**Restricted Period**”) (other than on behalf of the Company or its affiliates), Participant shall not in any way directly or indirectly, perform work for or on behalf of a Competing Business that in any way relates to, or is similar to, the work Participant has performed for the Company. During the Restricted Period, Participant further agrees not to call upon, solicit, respond to, advise or otherwise do or attempt to do business with any then-existing or Past customer or licensee of the Company or any affiliate of the Company or solicit, induce, recruit or encourage any then-existing or Past customer or licensee of the Company or any affiliate to limit, curtail, or stop doing business with the Company or any affiliate, or to attempt to divert business directed by such parties to the Company or any affiliate to any other person or entity, or assist, cooperate or encourage any third party to do any of the foregoing. For purposes of this Section 12(a), the term "Past" customer or "Past" licensee shall refer to any former customer or licensee of the Company or any affiliate within one (1) year of their having ceased to be a customer or licensee of the Company or any affiliate. “**Competing Business**” specifically includes, but is not limited to the companies Yardi Systems, Inc., MRI Software, LLC and Property Solutions International, Inc., and is defined as the business of developing, designing, publishing, marketing, offering, licensing, maintaining or distributing databases or software applications, or providing services, that are competitive with products or services of the Company and are generally used for the purpose of managing or supporting the operation of, screening, leasing, pricing, promotion or maintenance of multi-tenant or single family housing facilities or the units at such facilities, storage facilities and related properties, call center/contact management or real estate or other market segments served from time-to-time by the Company’s business. Without limitation of the foregoing, multi-tenant real estate property management applications, data bases and services shall include software used in screening potential tenants, performing property management or accounting functions, providing pricing information or performing market research, communicating via the Internet with applicants, residents, service providers, suppliers and advertising providers, facilitating or providing billing, payments and cash management services, providing systems to control costs, providing energy management or convergent billing services and utility management services including, without limitation, infrastructure services, and producing, soliciting and/or assisting with the solicitation of insurance products or services or developing and providing other risk mitigation systems, or developing, marketing or selling single family or a multi-tenant vendor network solution, the provision of software applications, databases and other products and services for management and marketing for the senior living market, including without limitation, facilities for independent living, assisted living, CCRC, nursing home, hospice and palliative care, the provision of data center services, cloud services, or other similar shared computer resources or information technology services specifically designed for or marketed for use by owners or managers of real property and related facilities; provided, however, that under no circumstances shall accepting employment with a Past Customer constitute engaging in a “**Competing Business**.” “**Company Confidential Information**” shall mean all information, regardless of its form or format, about the Company, its customers and employees that is not readily accessible to the public and not a matter of common knowledge in the Company’s business trade or industry and that is disclosed to or learned by Employee as a direct or indirect consequence of or through Employee’s employment with the Company, about the Company, its parents, subsidiaries or affiliates, including, without
limitation, the Company’s technical knowledge and business operations, including, by way of illustration, the Company’s existing and contemplated products, trade secrets, formulas, patents, models, compilations, information relating to software programs, source codes or object codes, computer systems, computer systems analyses, testing results, flow charts and designs, product specifications and documentation, user documentation business and financial methods or practices, plans, pricing, marketing, merchandising and selling techniques, plans, strategies and information, customer lists, supplier and service lists, confidential information relating to the Company’s policy and/or business strategy, or any of its executives, clients, agents or suppliers, sales plans, sales records, sales literature, customer files, research and development projects or plans, sales or licensing terms and conditions, consulting sources, procedure or policy manuals, legal matters, financial statements, financing methods, financial projections, and the terms and conditions of business arrangements with its parent, clients, suppliers, banks, or other financial institutions.

b. **Non-Interference with Employees.** Participant hereby agrees, during the Restricted Period, not to, either directly or indirectly, solicit, induce, recruit or encourage any employee of the Company or any affiliate to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company or any affiliate, either for Participant or for any other person or entity, or otherwise hire as an employee or a consultant, for Participant or any other person or entity, any such employee of the Company or any affiliate.

c. **Non-Interference with Business Relationships.** Participant hereby agrees, during the Restricted Period, that Participant shall not, directly or indirectly, take away or interfere with any contractual relationships or business relationships between the Company and any of the technology or distribution companies with whom the Company or any affiliate has strategic relationships.

d. **Non-Disparagement.** Participant hereby agrees, that during the Restricted Period, Participant shall not disparage either orally or in writing the Company or any affiliate, their products or services, or their officers, directors, or employees.

e. **Injunctive Relief.** Participant recognizes and agrees that the injury the Company will suffer in the event of a breach of this Section 12 may cause the Company irreparable injury that cannot adequately be compensated by monetary damages alone. Therefore, in the event of a breach of this Section 12 by Participant, or any attempted or threatened breach, Participant agrees that the Company, without limiting any legal or equitable remedies available to it, may be entitled to equitable relief by preliminary and permanent injunction or otherwise, without the necessity of posting any bond or undertaking, against Participant and/or the business enterprise with which Participant may have become associated, from any court of competent jurisdiction.

f. **Reasonableness of Restrictions.** Participant understands and acknowledges that Company would not have granted stock options to Participant without Participant’s agreement to comply with the covenants set forth in Section 12 hereof. **Participant expressly acknowledges and agrees that the covenants and restrictive agreements contained in this Award Agreement are reasonable as to scope, location, and duration and that the observation**
thereof will not cause Participant undue hardship or unreasonably interfere with Participant’s ability to earn a livelihood and practice Participant’s present skills and trades. Participant has consulted with legal counsel of Participant’s selection regarding the meaning of such covenants and restrictions, which have been explained to Participant’s satisfaction.

g. Remedies. In the event of a breach of the covenants contained in Section 12 hereof, the periods provided in Section 12 shall be tolled (i.e., such periods shall not run during a breach of any of these covenants) during the time of such violation, and Participant agrees that the Company shall be entitled to and a court may order an extension of time of the Restricted Period commensurate with the period of Participant’s breach. In the event of such a breach, Participant further agrees that (a) any and all proceeds, funds, payments and proprietary interests, of every kind and description, arising from, or attributable to, such breach shall be the sole and exclusive property of the Company and (b) the Company shall be entitled to recover any additional actual damages incurred as a result of such breach.

h. Legal Construction. The parties hereto further agree that if at any time it shall be determined that the restrictions contained in Section 12 is unreasonable as to time or area, or both, by any court of competent jurisdiction, the Company shall be entitled to enforce this Award Agreement for such period of time and within such area as may be determined to be reasonable by such court. It is the intent of the parties hereto that the provisions hereof be enforceable to the fullest extent permitted by applicable law. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise expressly requires.

i. Attorneys’ Fees. If any action at law or in equity, including any action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Section 12, the Company shall be entitled to recover reasonable attorneys’ fees from Participant, should Company prevail in whole or in part therein, which fees may be set by the court in the trial of such action, or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

13. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state or federal law or securities exchange and to obtain any such consent or approval of any such governmental authority. Assuming such compliance, for income tax purposes the Exercised Shares will be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares.

14. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or
more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Award Agreement will have the meaning set forth in the Plan.

15. **Administrator Authority.** The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

16. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to Options awarded under the Plan or future options that may be awarded under the Plan by electronic means or request Participant’s consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. **Captions.** Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

18. **Agreement Severable.** In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

19. **Modifications to the Agreement.** This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to this Option.

20. **Amendment, Suspension or Termination of the Plan.** By accepting this Award, Participant expressly warrants that he or she has received an Option under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

21. **Forfeiture Events.** Participant acknowledges and agrees that if Participant’s status as a Service Provider terminates and Participant engages in Acts Harmful to the Interest of the Company (as defined herein) within one (1) year after the termination, as determined by the Administrator, then, to the extent permitted by applicable law, (i) the Participant will
immediately forfeit any right to exercise this Option, whether vested or unvested; and (ii) Participant will (A) immediately forfeit any right to, and shall, within three (3) business days after receiving a written demand therefor from the Company, return and surrender to the Company for cancellation all shares of the Company’s capital stock received by the Participant pursuant to any exercise of this Option occurring within six (6) months before or after the date of the termination of Participant’s status as a Service Provider, and (B) immediately forfeit any right to, and shall, within three (3) business days after receiving a written demand therefor from the Company, pay to the Company—either directly or, at the Company’s discretion, through a payroll deduction from any amounts owed by the Company to Participant—a cash payment equal to the value of all proceeds received by Participant within six (6) months before or after the date of the termination of Participant’s status as a Service Provider from the sale of any shares of the Company’s capital stock originally acquired by Participant pursuant to any exercise of this Option, less the aggregate exercise price paid by Participant for the shares of capital stock from which such proceeds are derived. If a payroll deduction is insufficient to pay the Company the value of all such proceeds received by Participant, then Participant shall be required to make a cash payment to the Company in the amount of any deficiency. In the case of the surrender of shares of the Company’s capital stock hereunder, the Company shall, within three (3) business days of Participant’s surrender and cancellation of such shares of capital stock, refund to Participant the amount of the exercise price paid by Participant to the Company for the shares of capital stock so surrendered and cancelled.

For purposes of this provision, “Acts Harmful to the Interest of the Company” shall mean (a) accepting employment with or serving in any other capacity for any business entity that is in competition with the Company; (b) the breach of any of the covenants set forth in Section 12 above; or (c) disclosing any trade secret or confidential information of the Company under circumstances that are injurious to the Company.

22. **Governing Law.** This Award Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Option or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Texas, and agree that such litigation will be conducted in the courts of Denton County, Texas, or the federal courts for the United States for the Northern District of Texas, and no other courts, where this Option is made and/or to be performed.
EXHIBIT II
FORM OF
REALPAGE, INC.
2010 EQUITY INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT
REALPAGE, INC.

2010 EQUITY INCENTIVE PLAN

RESTRICTED STOCK AWARD AGREEMENT

Unless otherwise defined herein, the terms defined in the RealPage, Inc. 2010 Equity Incentive Plan (the “Plan”) will have the same defined meanings in this Restricted Stock Award Agreement (the “Award Agreement”).

I. NOTICE OF RESTRICTED STOCK GRANT

Participant Name: Daryl Rolley

You have been granted the right to receive an Award of Restricted Stock, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number: 

Date of Grant: 

Vesting Commencement Date: 

Total Number of Shares Granted: 

**Vesting Schedule:**

Subject to any acceleration provisions contained in the Plan or set forth below, the Restricted Stock will vest and the Company’s right to reacquire the Restricted Stock will lapse in accordance with the following schedule:

Eight and one-third percent (8.33%) of the Shares of Restricted Stock shall vest each quarter, beginning on the first day of the calendar quarter immediately following the vesting commencement date, for twelve (12) consecutive calendar quarters so that the Restricted Stock shall be fully vested on the first calendar day of the twelfth consecutive calendar quarter following the vesting commencement date, subject to Participant continuing to be a service provider of the Company or a parent or subsidiary of the Company through each such vesting date.

**Change in Control:** The foregoing notwithstanding and notwithstanding any contrary provision of the Plan, in the event a Change in Control occurs while Participant remains a service provider of the Company or a parent or subsidiary of the Company, the Shares of Restricted Stock (or, if applicable, the qualifying Replacement Award (as defined below)) shall vest in full (x) upon such Change in Control, if no qualifying Replacement Award is provided, or (y) upon a termination of the employment of Participant within two years following such Change in Control, if such termination is by the Company without Cause (as defined in Participant’s Employment Agreement) or by Participant for Good Reason (as defined in Participant’s Employment Agreement). An award shall qualify as a Replacement Award if it satisfies the standards for substitution or assumption set forth in Section 15(c).
of the Plan. For clarity, the Shares of Restricted Stock shall not automatically vest upon a Change in Control if a qualifying Replacement Award is provided therefor.

**Death or Disability:** The foregoing notwithstanding and notwithstanding any contrary provision of the Plan, in the event of or upon Participant’s termination of service due to Death or Disability before all Shares of Restricted Stock have vested, then one hundred percent (100%) of the then unvested Shares of Restricted Stock shall vest upon Participant’s termination of service due to Death or Disability.

By Participant’s signature and the signature of the representative of RealPage, Inc. (the “Company”) below, Participant and the Company agree that this Award of Restricted Stock is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Grant, attached hereto as Exhibit A, all of which are made a part of this document. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated above.

PARTICIPANT: 

______________________________

Signature

Daryl Rolley

Print Name

REALPAGE, INC.

______________________________

Signature

Stephen T. Winn, CEO and President

Title

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EXHIBIT A

SECTION 1. TERMS AND CONDITIONS OF RESTRICTED STOCK GRANT

1. **Grant of Restricted Stock.** In exchange for the promises and representations made by the individual named in the Notice of Grant attached as Part I of this Award Agreement (the “Participant”), the Company hereby grants to the Participant under the Plan for past services and as a separate incentive in connection with his or her services and not in lieu of any salary or other compensation for his or her services, an Award of Shares of Restricted Stock, subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 19 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan will prevail.

2. **Escrow of Shares.**

   (a) All Shares of Restricted Stock will, upon execution of this Award Agreement, be delivered and deposited with an escrow holder designated by the Company (the “Escrow Holder”). The Shares of Restricted Stock will be held by the Escrow Holder until such time as the Shares of Restricted Stock vest or the date Participant ceases to be a Service Provider.

   (b) The Escrow Holder will not be liable for any act it may do or omit to do with respect to holding the Shares of Restricted Stock in escrow while acting in good faith and in the exercise of its judgment.

   (c) Upon Participant’s termination as a Service Provider for any reason, the Escrow Holder, upon receipt of written notice of such termination, will take all steps necessary to accomplish the transfer of the unvested Shares of Restricted Stock to the Company. Participant hereby appoints the Escrow Holder with full power of substitution, as Participant’s true and lawful attorney-in-fact with irrevocable power and authority in the name and on behalf of Participant to take any action and execute all documents and instruments, including, without limitation, stock powers which may be necessary to transfer the certificate or certificates evidencing such unvested Shares of Restricted Stock to the Company upon such termination.

   (d) The Escrow Holder will take all steps necessary to accomplish the transfer of Shares of Restricted Stock to Participant after they vest following Participant’s request that the Escrow Holder do so.

   (e) Subject to the terms hereof, Participant will have all the rights of a stockholder with respect to the Shares while they are held in escrow, including without limitation, the right to vote the Shares and to receive any cash dividends declared thereon.

   (f) In the event of any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares, the Shares of Restricted Stock will be increased, reduced or otherwise changed,
and by virtue of any such change Participant will in his or her capacity as owner of unvested Shares of Restricted Stock be entitled to new or additional or different shares of stock, cash or securities (other than rights or warrants to purchase securities); such new or additional or different shares, cash or securities will thereupon be considered to be unvested Shares of Restricted Stock and will be subject to all of the conditions and restrictions which were applicable to the unvested Shares of Restricted Stock pursuant to this Award Agreement. If Participant receives rights or warrants with respect to any unvested Shares of Restricted Stock, such rights or warrants may be held or exercised by Participant, provided that until such exercise any such rights or warrants and after such exercise any shares or other securities acquired by the exercise of such rights or warrants will be considered to be unvested Shares of Restricted Stock and will be subject to all of the conditions and restrictions which were applicable to the unvested Shares of Restricted Stock pursuant to this Award Agreement. The Administrator in its absolute discretion at any time may accelerate the vesting of all or any portion of such new or additional shares of stock, cash or securities, rights or warrants to purchase securities or shares or other securities acquired by the exercise of such rights or warrants.

(g) The Company may instruct the transfer agent for its Common Stock to place a legend on the certificates representing the Restricted Stock or otherwise note its records as to the restrictions on transfer set forth in this Award Agreement.

3. **Vesting Schedule.** Except as provided in Section 4 below and Section 14 of the Plan, and subject to Section 5 below, the Shares of Restricted Stock awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares of Restricted Stock scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

4. **Administrator Discretion.** The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock will be considered as having vested as of the date specified by the Administrator.

5. **Forfeiture upon Termination of Status as a Service Provider.** Notwithstanding any contrary provision of this Award Agreement, the balance of the Shares of Restricted Stock that have not vested at the time of Participant’s termination as a Service Provider for any reason will be forfeited and automatically transferred to and reacquired by the Company at no cost to the Company upon the date of such termination and Participant will have no further rights thereunder. Participant will not be entitled to a refund of the price paid for the Shares of Restricted Stock, if any, returned to the Company pursuant to this Section 5. Participant hereby appoints the Escrow Agent with full power of substitution, as Participant’s true and lawful attorney-in-fact with irrevocable power and authority in the name and on behalf of Participant to take any action and execute all documents and instruments, including, without limitation, stock powers which may be necessary to transfer the certificate or certificates evidencing such unvested Shares to the Company upon such termination of service.
6. **Death of Participant.** Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant’s designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of Participant’s estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. **Withholding of Taxes.** Notwithstanding any contrary provision of this Award Agreement, no certificate representing the Shares of Restricted Stock may be released from the escrow established pursuant to Section 2, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of income, employment and other taxes which the Company determines must be withheld with respect to such Shares, if any. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such tax withholding obligation, in whole or in part (without limitation) by (a) paying cash, (b) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum amount required to be withheld, (c) delivering to the Company already vested and owned Shares having a Fair Market Value equal to the amount required to be withheld, or (d) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any tax withholding obligations by reducing the number of Shares otherwise deliverable to Participant. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time any applicable Shares otherwise are scheduled to vest pursuant to Sections 3 or 4 (or Section 14 of the Plan), Participant will permanently forfeit such Shares and the Shares will be returned to the Company at no cost to the Company.

8. **Rights as Stockholder.** Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant or the Escrow Agent. Except as provided in Section 2, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

9. **No Guarantee of Continued Service.** PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE SHARES OF RESTRICTED STOCK PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREOF DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE
VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT’S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT’S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

10. **Address for Notices.** Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company, in care of its Chief Legal Officer at RealPage, Inc., 4000 International Parkway, Carrollton, Texas 75007, or at such other address as the Company may hereafter designate in writing.

11. **Grant is Not Transferable.** Except to the limited extent provided in Section 6, the unvested Shares subject to this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of any unvested Shares of Restricted Stock subject to this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

12. **Participant Covenants.**

   a. **Non-Competition/Non-Interference with Customers and Licensees.** Participant hereby agrees that, during the term of employment and for a period of one (1) year thereafter (the “Restricted Period”) (other than on behalf of the Company or its affiliates), Participant shall not in any way directly or indirectly, perform work for or on behalf of a Competing Business that in any way relates to, or is similar to, the work Participant has performed for the Company. During the Restricted Period, Participant further agrees not to call upon, solicit, respond to, advise or otherwise do or attempt to do business with any then-existing or Past customer or licensee of the Company or any affiliate of the Company or solicit, induce, recruit or encourage any then-existing or Past customer or licensee of the Company or any affiliate to limit, curtail, or stop doing business with the Company or any affiliate, or to attempt to divert business directed by such parties to the Company or any affiliate to any other person or entity, or assist, cooperate or encourage any third party to do any of the foregoing. For purposes of this Section 12(a), the term "Past" customer or "Past" licensee shall refer to any former customer or licensee of the Company or any affiliate within one (1) year of their having ceased to be a customer or licensee of the Company or any affiliate. “Competing Business” specifically includes, but is not limited to the companies Yardi Systems, Inc., MRI Software, LLC and Property Solutions International, Inc., and is defined as the business of developing, designing, publishing, marketing, offering, licensing, maintaining or distributing databases or software applications, or providing services, that are competitive with products or services of the Company and are generally used for the purpose of managing or supporting the operation of, screening, leasing, pricing, promotion or maintenance of multi-tenant or single family housing facilities or the units at such facilities, storage facilities and related properties, call center/contact management or real estate or other market segments served from time-to-time by the Company’s business. Without limitation of the foregoing, multi-tenant real estate property
management applications, data bases and services shall include software used in screening potential tenants, performing property management or accounting functions, providing pricing information or performing market research, communicating via the Internet with applicants, residents, service providers, suppliers and advertising providers, facilitating or providing billing, payments and cash management services, providing systems to control costs, providing energy management or convergent billing services and utility management services including, without limitation, infrastructure services, and producing, soliciting and/or assisting with the solicitation of insurance products or services or developing and providing other risk mitigation systems, or developing, marketing or selling single family or a multi-tenant vendor network solution, the provision of software applications, databases and other products and services for management and marketing for the senior living market, including without limitation, facilities for independent living, assisted living, CCRC, nursing home, hospice and palliative care, the provision of data center services, cloud services, or other similar shared computer resources or information technology services specifically designed for or marketed for use by owners or managers of real property and related facilities; provided, however, that under no circumstances shall accepting employment with a Past Customer constitute engaging in a “Competing Business.” “Company Confidential Information” shall mean all information, regardless of its form or format, about the Company, its customers and employees that is not readily accessible to the public and not a matter of common knowledge in the Company’s business trade or industry and that is disclosed to or learned by Employee as a direct or indirect consequence of or through Employee’s employment with the Company, about the Company, its parents, subsidiaries or affiliates, including, without limitation, the Company’s technical knowledge and business operations, including, by way of illustration, the Company’s existing and contemplated products, trade secrets, formulas, patents, models, compilations, information relating to software programs, source codes or object codes, computer systems, computer systems analyses, testing results, flow charts and designs, product specifications and documentation, user documentation business and financial methods or practices, plans, pricing, marketing, merchandising and selling techniques, plans, strategies and information, customer lists, supplier and service lists, confidential information relating to the Company’s policy and/or business strategy, or any of its executives, clients, agents or suppliers, sales plans, sales records, sales literature, customer files, research and development projects or plans, sales or licensing terms and conditions, consulting sources, procedure or policy manuals, legal matters, financial statements, financing methods, financial projections, and the terms and conditions of business arrangements with its parent, clients, suppliers, banks, or other financial institutions.

b. Non-Interference with Employees. Participant hereby agrees, during the Restricted Period, not to, either directly or indirectly, solicit, induce, recruit or encourage any employee of the Company or any affiliate to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company or any affiliate, either for Participant or for any other person or entity, or otherwise hire as an employee or a consultant, for Participant or any other person or entity, any such employee of the Company or any affiliate.

c. Non-Interference with Business Relationships. Participant hereby agrees, during the Restricted Period, that Participant shall not, directly or indirectly, take away or interfere with any contractual relationships or business relationships between the Company and any of the
technology or distribution companies with whom the Company or any affiliate has strategic relationships.

d. **Non-Disparagement.** Participant hereby agrees, that during the Restricted Period, Participant shall not disparage either orally or in writing the Company or any affiliate, their products or services, or their officers, directors, or employees.

e. **Injunctive Relief.** Participant recognizes and agrees that the injury the Company will suffer in the event of a breach of this Section 12 may cause the Company irreparable injury that cannot adequately be compensated by monetary damages alone. Therefore, in the event of a breach of this Section 12 by Participant, or any attempted or threatened breach, Participant agrees that the Company, without limiting any legal or equitable remedies available to it, may be entitled to equitable relief by preliminary and permanent injunction or otherwise, without the necessity of posting any bond or undertaking, against Participant and/or the business enterprise with which Participant may have become associated, from any court of competent jurisdiction.

f. **Reasonableness of Restrictions.** Participant understands and acknowledges that Company would not have granted Restricted Stock to Participant without Participant’s agreement to comply with the covenants set forth in Section 12 hereof. Participant expressly acknowledges and agrees that the covenants and restrictive agreements contained in this Award Agreement are reasonable as to scope, location, and duration and that the observation thereof will not cause Participant undue hardship or unreasonably interfere with Participant’s ability to earn a livelihood and practice Participant’s present skills and trades. Participant has consulted with legal counsel of Participant’s selection regarding the meaning of such covenants and restrictions, which have been explained to Participant’s satisfaction.

g. **Remedies.** In the event of a breach of the covenants contained in Section 12 hereof, the periods provided in Section 12 shall be tolled (i.e., such periods shall not run during a breach of any of these covenants) during the time of such violation, and Participant agrees that the Company shall be entitled to and a court may order an extension of time of the Restricted Period commensurate with the period of Participant’s breach. In the event of such a breach, Participant further agrees that (a) any and all proceeds, funds, payments and proprietary interests, of every kind and description, arising from, or attributable to, such breach shall be the sole and exclusive property of the Company and (b) the Company shall be entitled to recover any additional actual damages incurred as a result of such breach.

h. **Legal Construction.** The parties hereto further agree that if at any time it shall be determined that the restrictions contained in Section 12 is unreasonable as to time or area, or both, by any court of competent jurisdiction, the Company shall be entitled to enforce this Award Agreement for such period of time and within such area as may be determined to be reasonable by such court. It is the intent of the parties hereto that the provisions hereof be enforceable to the fullest extent permitted by applicable law. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise expressly requires.
i. Attorneys’ Fees. If any action at law or in equity, including any action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this Section 12, the Company shall be entitled to recover reasonable attorneys’ fees from Participant, should Company prevail in whole or in part therein, which fees may be set by the court in the trial of such action, or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

13. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

14. Additional Conditions to Release from Escrow. The Company will not be required to issue any certificate or certificates for Shares hereunder or release such Shares from the escrow established pursuant to Section 2 prior to fulfillment of all the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Administrator will, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Administrator will, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the date of grant of the Restricted Stock as the Administrator may establish from time to time for reasons of administrative convenience.

15. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Award Agreement will have the meaning set forth in the Plan.

16. Administrator Authority. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares of Restricted Stock have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

17. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Shares of Restricted Stock awarded under the Plan or future Restricted Stock that may be awarded under the Plan by electronic means or request Participant’s consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any online or electronic system established and maintained by the Company or another third party designated by the Company.
18. **Captions.** Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

19. **Agreement Severable.** In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

20. **Modifications to the Agreement.** This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to this Award of Restricted Stock.

21. **Amendment, Suspension or Termination of the Plan.** By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

22. **Forfeiture Events.** Participant acknowledges and agrees that, (a) if Participant’s status as a Service Provider terminates and Participant engages in Acts Harmful to the Interest of the Company (as defined herein) within one (1) year after the termination, as determined by the Administrator, then, to the extent permitted by applicable law, (i) the Participant will (A) immediately forfeit any right the Shares of Restricted Stock issued under this Award Agreement, whether vested or unvested, and shall, within three (3) business days after receiving a written demand therefor from the Company, return and surrender to the Company for cancellation all Shares of Restricted Stock of the Company received by the Participant pursuant to this Award Agreement, and (B) immediately forfeit any right to, and shall, within three (3) business days after receiving a written demand therefor from the Company, pay to the Company—either directly or, at the Company’s discretion, through a payroll deduction from any amounts owed by the Company to Participant—a cash payment equal to the value of all proceeds received by Participant within six (6) months before or after the date of the termination of Participant’s status as a Service Provider from the sale of any Shares of the Restricted Stock originally acquired by Participant pursuant to this Award of Restricted Stock. If a payroll deduction is insufficient to pay the Company the value of all such proceeds received by Participant, then Participant shall be required to make a cash payment to the Company in the amount of any deficiency.

For purposes of this provision, “Acts Harmful to the Interest of the Company” shall mean (a) accepting employment with or serving in any other capacity for any business entity that is in competition with the Company; (b) the breach of any of the covenants set forth in Section 12 above;
or (c) disclosing any trade secret or confidential information of the Company under circumstances that are injurious to the Company.

23. **Governing Law.** This Award Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Award of Restricted Stock or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Texas, and agree that such litigation will be conducted in the courts of Denton County, Texas, or the federal courts for the United States for the Northern District of Texas, and no other courts, where this Award of Restricted Stock is made and/or to be performed.
EXHIBIT III
FORM OF
REALPAGE, INC.
2010 EQUITY INCENTIVE PLAN
RESTRICTED STOCK AWARD AGREEMENT
FOR MARKET BASED AWARDS
I. NOTICE OF RESTRICTED STOCK GRANT

Participant Name: Daryl Rolley

You have been granted the right to receive an Award of Restricted Stock, subject to the terms and conditions of the Plan and this Award Agreement, as follows:

Grant Number: 

Date of Grant: 

Vesting Commencement Date: Subject to eligibility terms below 

Total Number of Shares Granted: 120,000 

Vesting Schedule:

Subject to any acceleration provisions contained in the Plan or set forth below, the Restricted Stock will vest and the Company’s right to reacquire the Restricted Stock will lapse in accordance with the following schedule:

Market-Based Condition for Eligibility to Vest: No Shares will vest until they become eligible to vest. Shares that become eligible to vest, if any, are referred to herein as “Eligible Shares.” Shares shall become “Eligible Shares” as follows:

1. 30,000 Shares shall become eligible to vest if after the grant date and prior to July 1, 2017, the average closing price per share of the Company’s common stock for 20 consecutive trading days equals or exceeds $25.00 per share;
2. 30,000 Shares shall become eligible to vest if after the grant date and prior to July 1, 2017, the average closing price per share of the Company’s common stock for 20 consecutive trading days equals or exceeds $30.00 per share;
3. 30,000 Shares shall become eligible to vest if after the grant date and prior to July 1, 2018, the average closing price per share of the Company’s common stock for 20 consecutive trading days equals or exceeds $35.00 per share; and
(4) 30,000 Shares shall become eligible to vest if after the grant date and prior to July 1, 2018, the average closing price per share of the Company’s common stock for 20 consecutive trading days equals or exceeds $40.00 per share.

**Time-Based Vesting Condition:** The Eligible Shares shall vest 25% per quarter over the four calendar quarters following the date they become Eligible Shares, beginning on the first day of the next calendar quarter after the date they become Eligible Shares, subject to Participant’s remaining a Service Provider to the Company through each applicable vesting date. Notwithstanding the foregoing, all Eligible Shares will be fully vested on July 1, 2017 (pursuant to (1) and (2) discussed above in the “Market-Based Condition for Eligibility to Vest” paragraph) and on July 1, 2018 (pursuant to (3) and (4) discussed above in the “Market-Based Condition for Eligibility to Vest” paragraph), provided that Participant remains a Service Provider to the Company through such date.

**Change in Control:** The foregoing notwithstanding and notwithstanding any contrary provision of the Plan, in the event a Change in Control occurs while Participant remains a Service Provider of the Company or a parent or subsidiary of the Company, (i) all Eligible Shares shall vest in full upon such Change in Control, (ii) the first tranche of Shares set forth above shall be deemed to be Eligible Shares and shall accelerate and shall be fully vested immediately prior to a Change in Control that results in consideration per share of the Company's common stock equal to or in excess of $25.00 per share, (iii) the second tranche of Shares set forth above shall be deemed to be Eligible Shares and shall accelerate and shall be fully vested immediately prior to a Change in Control that results in consideration per share of the Company's common stock equal to or in excess of $30.00 per share, (iv) the third tranche of Shares set forth above shall be deemed to be Eligible Shares and shall accelerate and shall be fully vested immediately prior to a Change in Control that results in consideration per share of the Company's common stock equal to or in excess of $35.00 per share, and (v) the fourth tranche of Shares set forth above shall be deemed to be Eligible Shares and shall accelerate and shall be fully vested immediately prior to a Change in Control that results in consideration per share of the Company's common stock equal to or in excess of $40.00 per share.

**Death or Disability:** The foregoing notwithstanding and notwithstanding any contrary provision of the Plan, in the event of or upon Participant’s termination of service due to Death or Disability before all Shares of Restricted Stock have vested, then one hundred percent (100%) of the then unvested Eligible Shares of Restricted Stock shall vest upon Participant’s termination of service due to Death or Disability.

By Participant’s signature and the signature of the representative of RealPage, Inc. (the “Company”) below, Participant and the Company agree that this Award of Restricted Stock is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Restricted Stock Grant, attached hereto as Exhibit A, all of which are made a part of this document. Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement and fully understands all provisions of the Plan and Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the
Administrator upon any questions relating to the Plan and Award Agreement. Participant further agrees to notify the Company upon any change in the residence address indicated above.

PARTICIPANT:  

REALPAGE, INC.

Signature

Signature

Daryl Rolley

Stephen T. Winn, CEO and President

Print Name

Title

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EXHIBIT A

SECTION 2. TERMS AND CONDITIONS OF RESTRICTED STOCK GRANT

1. **Grant of Restricted Stock.** In exchange for the promises and representations made by the individual named in the Notice of Grant attached as Part I of this Award Agreement (the “Participant”), the Company hereby grants to the Participant under the Plan for past services and as a separate incentive in connection with his or her services and not in lieu of any salary or other compensation for his or her services, an Award of Shares of Restricted Stock, subject to all of the terms and conditions in this Award Agreement and the Plan, which is incorporated herein by reference. Subject to Section 19 of the Plan, in the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Award Agreement, the terms and conditions of the Plan will prevail.

2. **Escrow of Shares.**

   (a) All Shares of Restricted Stock will, upon execution of this Award Agreement, be delivered and deposited with an escrow holder designated by the Company (the “Escrow Holder”). The Shares of Restricted Stock will be held by the Escrow Holder until such time as the Shares of Restricted Stock vest or the date Participant ceases to be a Service Provider.

   (b) The Escrow Holder will not be liable for any act it may do or omit to do with respect to holding the Shares of Restricted Stock in escrow while acting in good faith and in the exercise of its judgment.

   (c) Upon Participant’s termination as a Service Provider for any reason, the Escrow Holder, upon receipt of written notice of such termination, will take all steps necessary to accomplish the transfer of the unvested Shares of Restricted Stock to the Company. Participant hereby appoints the Escrow Holder with full power of substitution, as Participant’s true and lawful attorney-in-fact with irrevocable power and authority in the name and on behalf of Participant to take any action and execute all documents and instruments, including, without limitation, stock powers which may be necessary to transfer the certificate or certificates evidencing such unvested Shares of Restricted Stock to the Company upon such termination.

   (d) The Escrow Holder will take all steps necessary to accomplish the transfer of Shares of Restricted Stock to Participant after they vest following Participant’s request that the Escrow Holder do so.

   (e) Subject to the terms hereof, Participant will have all the rights of a stockholder with respect to the Shares while they are held in escrow, including without limitation, the right to vote the Shares and to receive any cash dividends declared thereon.

   (f) In the event of any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares, the Shares of Restricted Stock will be increased, reduced or otherwise changed.
and by virtue of any such change Participant will in his or her capacity as owner of unvested Shares of Restricted Stock be entitled to new or additional or different shares of stock, cash or securities (other than rights or warrants to purchase securities); such new or additional or different shares, cash or securities will thereupon be considered to be unvested Shares of Restricted Stock and will be subject to all of the conditions and restrictions which were applicable to the unvested Shares of Restricted Stock pursuant to this Award Agreement. If Participant receives rights or warrants with respect to any unvested Shares of Restricted Stock, such rights or warrants may be held or exercised by Participant, provided that until such exercise any such rights or warrants and after such exercise any shares or other securities acquired by the exercise of such rights or warrants will be considered to be unvested Shares of Restricted Stock and will be subject to all of the conditions and restrictions which were applicable to the unvested Shares of Restricted Stock pursuant to this Award Agreement. The Administrator in its absolute discretion at any time may accelerate the vesting of all or any portion of such new or additional shares of stock, cash or securities, rights or warrants to purchase securities or shares or other securities acquired by the exercise of such rights or warrants.

(g) The Company may instruct the transfer agent for its Common Stock to place a legend on the certificates representing the Restricted Stock or otherwise note its records as to the restrictions on transfer set forth in this Award Agreement.

3. **Vesting Schedule.** Except as provided in Section 4 below and Section 14 of the Plan, and subject to Section 5 below, the Shares of Restricted Stock awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice of Grant. Shares of Restricted Stock scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs.

4. **Administrator Discretion.** The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Restricted Stock at any time, subject to the terms of the Plan. If so accelerated, such Restricted Stock will be considered as having vested as of the date specified by the Administrator.

5. **Forfeiture upon Termination of Status as a Service Provider.** Notwithstanding any contrary provision of this Award Agreement, the balance of the Shares of Restricted Stock that have not vested at the time of Participant’s termination as a Service Provider for any reason will be forfeited and automatically transferred to and reacquired by the Company at no cost to the Company upon the date of such termination and Participant will have no further rights thereunder. Participant will not be entitled to a refund of the price paid for the Shares of Restricted Stock, if any, returned to the Company pursuant to this Section 5. Participant hereby appoints the Escrow Agent with full power of substitution, as Participant’s true and lawful attorney-in-fact with irrevocable power and authority in the name and on behalf of Participant to take any action and execute all documents and instruments, including, without limitation, stock powers which may be necessary to transfer the certificate or certificates evidencing such unvested Shares to the Company upon such termination of service.

6. **Death of Participant.** Any distribution or delivery to be made to Participant under this Award Agreement will, if Participant is then deceased, be made to Participant’s designated beneficiary, or if no beneficiary survives Participant, the administrator or executor of
Participant’s estate. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. **Withholding of Taxes.** Notwithstanding any contrary provision of this Award Agreement, no certificate representing the Shares of Restricted Stock may be released from the escrow established pursuant to Section 2, unless and until satisfactory arrangements (as determined by the Administrator) will have been made by Participant with respect to the payment of income, employment and other taxes which the Company determines must be withheld with respect to such Shares, if any. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit Participant to satisfy such tax withholding obligation, in whole or in part (without limitation) by (a) paying cash, (b) electing to have the Company withhold otherwise deliverable Shares having a Fair Market Value equal to the minimum amount required to be withheld, (c) delivering to the Company already vested and owned Shares having a Fair Market Value equal to the amount required to be withheld, or (d) selling a sufficient number of such Shares otherwise deliverable to Participant through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the amount required to be withheld. To the extent determined appropriate by the Company in its discretion, it will have the right (but not the obligation) to satisfy any tax withholding obligations by reducing the number of Shares otherwise deliverable to Participant. If Participant fails to make satisfactory arrangements for the payment of any required tax withholding obligations hereunder at the time any applicable Shares otherwise are scheduled to vest pursuant to Sections 3 or 4 (or Section 14 of the Plan), Participant will permanently forfeit such Shares and the Shares will be returned to the Company at no cost to the Company.

8. **Rights as Stockholder.** Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares deliverable hereunder unless and until certificates representing such Shares will have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered to Participant or the Escrow Agent. Except as provided in Section 2, after such issuance, recordation and delivery, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares.

9. **No Guarantee of Continued Service.** PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THE SHARES OF RESTRICTED STOCK PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING PARTICIPANT) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS RESTRICTED STOCK OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT’S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY)
EMPLOYING OR RETAINING PARTICIPANT) TO TERMINATE PARTICIPANT’S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE.

10. **Address for Notices.** Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company, in care of its Chief Legal Officer at RealPage, Inc., 4000 International Parkway, Carrollton, Texas 75007, or at such other address as the Company may hereafter designate in writing.

11. **Grant is Not Transferable.** Except to the limited extent provided in Section 6, the unvested Shares subject to this grant and the rights and privileges conferred hereby will not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of any unvested Shares of Restricted Stock subject to this grant, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, this grant and the rights and privileges conferred hereby immediately will become null and void.

12. **Participant Covenants.**

   a. **Non-Competition/Non-Interference with Customers and Licensees.**

   Participant hereby agrees that, during the term of employment and for a period of one (1) year thereafter (the “**Restricted Period**”) (other than on behalf of the Company or its affiliates), Participant shall not in any way directly or indirectly, perform work for or on behalf of a Competing Business that in any way relates to, or is similar to, the work Participant has performed for the Company. During the Restricted Period, Participant further agrees not to call upon, solicit, respond to, advise or otherwise do or attempt to do business with any then-existing or Past customer or licensee of the Company or any affiliate of the Company or solicit, induce, recruit or encourage any then-existing or Past customer or licensee of the Company or any affiliate to limit, curtail, or stop doing business with the Company or any affiliate, or to attempt to divert business directed by such parties to the Company or any affiliate to any other person or entity, or assist, cooperate or encourage any third party to do any of the foregoing. For purposes of this Section 12 (a), the term "**Past**" customer or "**Past**" licensee shall refer to any former customer or licensee of the Company or any affiliate within one (1) year of their having ceased to be a customer or licensee of the Company or any affiliate. “**Competing Business**” specifically includes, but is not limited to the companies Yardi Systems, Inc., MRI Software, LLC and Property Solutions International, Inc., and is defined as the business of developing, designing, publishing, marketing, offering, licensing, maintaining or distributing databases or software applications, or providing services, that are competitive with products or services of the Company and are generally used for the purpose of managing or supporting the operation of, screening, leasing, pricing, promotion or maintenance of multi-tenant or single family housing facilities or the units at such facilities, storage facilities and related properties, call center/contact management or real estate or other market segments served from time-to-time by the Company’s business. Without limitation of the foregoing, multi-tenant real estate property management applications, data bases and services shall include software used in screening potential tenants, performing property management or accounting functions, providing pricing information or performing market research, communicating via the Internet with applicants, residents, service providers, suppliers and advertising providers, facilitating or providing billing,
payments and cash management services, providing systems to control costs, providing energy management or convergent billing services and utility management services including, without limitation, infrastructure services, and producing, soliciting and/or assisting with the solicitation of insurance products or services or developing and providing other risk mitigation systems, or developing, marketing or selling single family or a multi-tenant vendor network solution, the provision of software applications, databases and other products and services for management and marketing for the senior living market, including without limitation, facilities for independent living, assisted living, CCRC, nursing home, hospice and palliative care, the provision of data center services, cloud services, or other similar shared computer resources or information technology services specifically designed for or marketed for use by owners or managers of real property and related facilities; provided, however, that under no circumstances shall accepting employment with a Past Customer constitute engaging in a “Competing Business.” “Company Confidential Information” shall mean all information, regardless of its form or format, about the Company, its customers and employees that is not readily accessible to the public and not a matter of common knowledge in the Company’s business trade or industry and that is disclosed to or learned by Employee as a direct or indirect consequence of or through Employee’s employment with the Company, about the Company, its parents, subsidiaries or affiliates, including, without limitation, the Company’s technical knowledge and business operations, including, by way of illustration, the Company's existing and contemplated products, trade secrets, formulas, patents, models, compilations, information relating to software programs, source codes or object codes, computer systems, computer systems analyses, testing results, flow charts and designs, product specifications and documentation, user documentation business and financial methods or practices, plans, pricing, marketing, merchandising and selling techniques, plans, strategies and information, customer lists, supplier and service lists, confidential information relating to the Company’s policy and/or business strategy, or any of its executives, clients, agents or suppliers, sales plans, sales records, sales literature, customer files, research and development projects or plans, sales or licensing terms and conditions, consulting sources, procedure or policy manuals, legal matters, financial statements, financing methods, financial projections, and the terms and conditions of business arrangements with its parent, clients, suppliers, banks, or other financial institutions.

b. **Non-Interference with Employees.** Participant hereby agrees, during the Restricted Period, not to, either directly or indirectly, solicit, induce, recruit or encourage any employee of the Company or any affiliate to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of the Company or any affiliate, either for Participant or for any other person or entity, or otherwise hire as an employee or a consultant, for Participant or any other person or entity, any such employee of the Company or any affiliate.

c. **Non-Interference with Business Relationships.** Participant hereby agrees, during the Restricted Period, that Participant shall not, directly or indirectly, take away or interfere with any contractual relationships or business relationships between the Company and any of the technology or distribution companies with whom the Company or any affiliate has strategic relationships.
d. **Non-Disparagement.** Participant hereby agrees, that during the Restricted Period, Participant shall not disparage either orally or in writing the Company or any affiliate, their products or services, or their officers, directors, or employees.

e. **Injunctive Relief.** Participant recognizes and agrees that the injury the Company will suffer in the event of a breach of this Section 12 may cause the Company irreparable injury that cannot adequately be compensated by monetary damages alone. Therefore, in the event of a breach of this Section 12 by Participant, or any attempted or threatened breach, Participant agrees that the Company, without limiting any legal or equitable remedies available to it, may be entitled to equitable relief by preliminary and permanent injunction or otherwise, without the necessity of posting any bond or undertaking, against Participant and/or the business enterprise with which Participant may have become associated, from any court of competent jurisdiction.

f. **Reasonableness of Restrictions.** Participant understands and acknowledges that Company would not have granted Restricted Stock to Participant without Participant’s agreement to comply with the covenants set forth in Section 12 hereof. **Participant expressly acknowledges and agrees that the covenants and restrictive agreements contained in this Award Agreement are reasonable as to scope, location, and duration and that the observation thereof will not cause Participant undue hardship or unreasonably interfere with Participant’s ability to earn a livelihood and practice Participant’s present skills and trades.** Participant has consulted with legal counsel of Participant’s selection regarding the meaning of such covenants and restrictions, which have been explained to Participant’s satisfaction.

g. **Remedies.** In the event of a breach of the covenants contained in **Section 12** hereof, the periods provided in **Section 12** shall be tolled (*i.e.*, such periods shall not run during a breach of any of these covenants) during the time of such violation, and Participant agrees that the Company shall be entitled to and a court may order an extension of time of the Restricted Period commensurate with the period of Participant’s breach. In the event of such a breach, Participant further agrees that (a) any and all proceeds, funds, payments and proprietary interests, of every kind and description, arising from, or attributable to, such breach shall be the sole and exclusive property of the Company and (b) the Company shall be entitled to recover any additional actual damages incurred as a result of such breach.

h. **Legal Construction.** The parties hereto further agree that if at any time it shall be determined that the restrictions contained in **Section 12** is unreasonable as to time or area, or both, by any court of competent jurisdiction, the Company shall be entitled to enforce this Award Agreement for such period of time and within such area as may be determined to be reasonable by such court. It is the intent of the parties hereto that the provisions hereof be enforceable to the fullest extent permitted by applicable law. Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise expressly requires.

i. **Attorneys’ Fees.** If any action at law or in equity, including any action for declaratory or injunctive relief, is brought to enforce or interpret the provisions of this **Section 12**, the Company shall be entitled to recover reasonable attorneys’ fees from Participant, should
Company prevail in whole or in part therein, which fees may be set by the court in the trial of such action, or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief which may be awarded.

13. **Binding Agreement.** Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

14. **Additional Conditions to Release from Escrow.** The Company will not be required to issue any certificate or certificates for Shares hereunder or release such Shares from the escrow established pursuant to Section 2 prior to fulfillment of all the following conditions: (a) the admission of such Shares to listing on all stock exchanges on which such class of stock is then listed; (b) the completion of any registration or other qualification of such Shares under any state or federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, which the Administrator will, in its absolute discretion, deem necessary or advisable; (c) the obtaining of any approval or other clearance from any state or federal governmental agency, which the Administrator will, in its absolute discretion, determine to be necessary or advisable; and (d) the lapse of such reasonable period of time following the date of grant of the Restricted Stock as the Administrator may establish from time to time for reasons of administrative convenience.

15. **Plan Governs.** This Award Agreement is subject to all terms and provisions of the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Award Agreement will have the meaning set forth in the Plan.

16. **Administrator Authority.** The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares of Restricted Stock have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

17. **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Shares of Restricted Stock awarded under the Plan or future Restricted Stock that may be awarded under the Plan by electronic means or request Participant’s consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

18. **Captions.** Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.
19. **Agreement Severable.** In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

20. **Modifications to the Agreement.** This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to this Award of Restricted Stock.

21. **Amendment, Suspension or Termination of the Plan.** By accepting this Award, Participant expressly warrants that he or she has received an Award of Restricted Stock under the Plan, and has received, read and understood a description of the Plan. Participant understands that the Plan is discretionary in nature and may be amended, suspended or terminated by the Company at any time.

22. **Forfeiture Events.** Participant acknowledges and agrees that Participant’s status as a Service Provider terminates and participant engages in Acts Harmful to the Interest of the Company (as defined herein) within one (1) year after the termination, as determined by the Administrator, then, to the extent permitted by applicable law, (i) the Participant will (A) immediately forfeit any right the Shares of Restricted Stock issued under this Award Agreement, whether vested or unvested, and shall, within three (3) business days after receiving a written demand therefor from the Company, return and surrender to the Company for cancellation all Shares of Restricted Stock of the Company received by the Participant pursuant to this Award Agreement, and (B) immediately forfeit any right to, and shall, within three (3) business days after receiving a written demand therefor from the Company, pay to the Company—either directly or, at Company’s discretion, through a payroll deduction from any amounts owed by the Company to Participant—a cash payment equal to the value of all proceeds received by Participant within six (6) months before or after the date of the termination of Participant’s status as a Service Provider from the sale of any Shares of the Restricted Stock originally acquired by Participant pursuant to this Award of Restricted Stock. If a payroll deduction is insufficient to pay the Company the value of all such proceeds received by Participant, then Participant shall be required to make a cash payment to the Company in the amount of any deficiency.

For purposes of this provision, “Acts Harmful to the Interest of the Company” shall mean (a) accepting employment with or serving in any other capacity for any business entity that is in competition with the Company; (b) the breach of any of the covenants set forth in Section 12 above; or (c) disclosing any trade secret or confidential information of the Company under circumstances that are injurious to the Company.
23. **Governing Law.** This Award Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Award of Restricted Stock or this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of Texas, and agree that such litigation will be conducted in the courts of Denton County, Texas, or the federal courts for the United States for the Northern District of Texas, and no other courts, where this Award of Restricted Stock is made and/or to be performed.
CERTIFICATION PURSUANT TO RULE 13a-14(a) OR 15d-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Stephen T. Winn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ending March 31, 2015 of RealPage, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 8, 2015

/s/ Stephen T. Winn
Stephen T. Winn
Chairman of the Board, Chief Executive Officer and Director
I, W. Bryan Hill, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ending March 31, 2015 of RealPage, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: May 8, 2015

/s/ W. Bryan Hill  
W. Bryan Hill  
Chief Financial Officer
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of RealPage, Inc. (the “Company”) on Form 10-Q for the period ending March 31, 2015 (the “Report”), I, Stephen T. Winn, Chairman of the Board, Chief Executive Officer and Director of RealPage Inc., certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of RealPage, Inc.

Date: May 8, 2015

/s/ Stephen T. Winn
Stephen T. Winn
Chairman of the Board, Chief Executive Officer and Director

A signed original of this written statement required by Section 906 has been provided to RealPage, Inc. and will be retained by RealPage, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of RealPage, Inc. (the “Company”) on Form 10-Q for the period ending March 31, 2015 (the “Report”), I, W. Bryan Hill, Chief Financial Officer and Treasurer of RealPage, Inc, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of RealPage, Inc.

Date: May 8, 2015

/s/ W. Bryan Hill
W. Bryan Hill
Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to RealPage, Inc. and will be retained by RealPage, Inc. and furnished to the Securities and Exchange Commission or its staff upon request. The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document.