

HandyTrac®

510 Staghorn Ct.
 Alpharetta, GA 30004
 Tel 1-800-665-9994 Fax 678-990-2311

Federal ID # 11-3663688

PURCHASE ORDER & AGREEMENT

Customer PO # Invoice # Customer #

Customer (Property)**Hayworth**

Property Name
1414 Wood Hollow Dr
 Address
(713) 783.1414

Phone
Amanda Widner
 Customer Contact

Houston TX 77057
 City State Zip

Fax
thehayworthmgr@greystar.com
 E-mail

Owner

Greystar-Houston

Management Company
10375 Richmond Ave, Suite 400
 Address
713-953-7007

Phone
Jackie Rhone
 Customer Contact


Houston TX 77042
 City State Zip

Fax
jrhone@greystar.com
 E-mail

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL
1	Hardware	Ethernet Gen 10 Bio-Metric Touchpad with key rotation	\$4,121.00	\$4,121.00
1	Discount	25% Portfolio Discount Applied		
1	Service	\$64.95 first month online fee for Biometric Touchpad	\$64.95	\$64.95
1	Service	Self install with HandyTrac consultation		
# Units 246 # Keyhooks 300 Order Date 2/10/2017 Delivery Date 3/12/2017 HT Rep Bill Pierce				
INSTALLATION: Unless set forth otherwise, Customer to install System. Customer to locate, organize, tag, and hang their on-site keys in cabinet. Customer to provide and charge Uninterruptible Power Supply (UPS). WARRANTIES: HandyTrac warranties are expressly contingent on operating the System as stated in <u>HandyTrac Easy Guide Installation - Operation - Maintenance document</u> ; in a proper environment and utilizing a functioning Uninterruptible Power Supply (UPS). System must be installed and operated in room reasonably free from dust and air particles; e.g. separate from key cutting machine, wood sawing or other adverse activity or matter. Temperature should not be over 122°F or below 32°F to operate. HANDYTRAC ONLINE: Customer to provide Ethernet connection. A monthly Online fee is payable which covers Key Control reports at HandyTrac website, archived records, automatic backup of data and warranty coverage, and phone or Internet Tech Support. Failure of Customer to pay monthly fee timely will result in termination of reports and warranty. PAYMENT: Customer agrees to pay to HandyTrac, its agents or assigns balances due and agrees to pay interest on any unpaid amount due at lesser of 1.5% interest per month or highest amount permitted by law.			Subtotal	\$4,185.95
			Sales Tax 8.25%	\$345.34
			Ship-Handling	\$87.50
			Total Due	\$4,618.79
			Deposit	-\$0.00
			Balance Due	\$4,618.79

TERMS AND CONDITIONS Attached as part of Purchase Order and Agreement

CUSTOMER: By its signature, Customer hereby agrees to terms and conditions above and on paragraphs 1-23 of this Agreement.


 Signature
Director
 Title
3/13/17
 Date

HandyTrac Systems, LLC (HandyTrac) Accepted by:

Signature
 Title
 Date

TERMS AND CONDITIONS (Attached as part of Purchase Order & Agreement)

1. **Cancellation** by either party with 30 day written notice.
2. **Security.** Unless HandyTrac system is operated with optional biometric identification, Customer agrees that all persons authorized to access the system must have their own assigned badge and PIN number associated with the system to maintain security and provide a valid audit trail.
3. **Fees, Taxes and Utility Charges.** Customer agrees to pay, in addition to the payments due to HandyTrac as outlined above: (a) any and all excise, sales or use tax or ad valorem taxes and assessments, fees or charges imposed by any governmental authority relating to the purchase, installation or use of System; (b) any third party service or maintenance charges necessary for installation or operation of the System; and (c) any and all charges relating to changes or alterations to System made at the request of the Customer, changes to the premises at which the System is installed, or damage to the Equipment that occurs after the original installation.
4. **The System.** The HandyTrac Key Control System (the "System") consists of the components set forth in the "Specifications", referred to collectively in this Agreement as the "Equipment"; and the "Software". The System's specifications (the "Specifications") are described in an attachment. For the purposes of paragraph 11, 12, and, 13 the use of the Term HandyTrac includes HandyTrac's employees, distributors, agents and assigns.
5. **Equipment Purchase.** All Equipment procured or obtained by or for Customer and incorporated in the System shall be the property of the Customer, consistent with the terms of sale of each Equipment vendor.
6. **Software License.** HandyTrac grants to Customer a personal, nonexclusive and nontransferable license to use and display one copy of the Software in object code form only, together with the accompanying user documentation, on a single computer of which Customer is the primary user. Neither concurrent use on two or more computers nor use in a local area or other network is permitted without separate authorization by HandyTrac. Customer may not assign, sublicense, transfer, pledge, lease, rent or share its rights under this license. Customer agrees that except as authorized under this paragraph, it will not copy, reverse assemble, reverse compile or otherwise translate the Software or permit others to do so.
7. **Proprietary/Information.** Customer acknowledges and agrees that the Software and the accompanying user documentation are proprietary products of HandyTrac, protected under U.S. copyright law and otherwise. Customer further acknowledges and agrees that all right, title, and interest in and to the Software, including associated intellectual property rights, are and shall remain with HandyTrac. This Agreement does not convey to Customer an interest in or to the Software, but only a limited right of use revocable in accordance with terms of this Agreement. HandyTrac may terminate the license to the Software granted under this Agreement upon breach by Customer of any term hereof.
8. **HandyTrac Warranty.** HandyTrac warrants, solely to and for the benefit of Customer, that for a period of 1 year from the original date of this Agreement, or if HandyTrac Online System as long as Customer pays monthly online fee current ("Warranty Period"). The Software and Equipment manufactured by it shall be free of defects in materials and workmanship. HandyTrac further warrants solely to Customer that during Warranty Period the System shall operate substantially in accordance with Specifications. HandyTrac's warranties are expressly contingent upon: (a) installation, maintenance, and use of the System under proper operating conditions, strictly in accordance with HandyTrac's and/or the Equipment vendor's instructions; (b) the absence of misuse, abuse or damage to, alteration or modification of, or tampering with, the System; (c) and use of the System in accordance with all applicable laws and regulations. The warranty includes up to 5 hours per year of Customer Hot Line Support; it does not cover supplies, batteries, or shipping. During Warranty Period, HandyTrac shall (at its election) either repair or replace affected Equipment or Software, or refund all or a portion of amounts paid by Customer under this Agreement. Customer agrees it will provide labor to change out components and / or Software at site. Customer agrees that the foregoing constitutes its sole and exclusive remedy for breach of warranties made by HandyTrac under this Agreement. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, AND HANDYTRAC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HandyTrac agrees to assign to Customer any and all Equipment warranties offered or made by the vendors of the Equipment, to the extent such warranties are assignable.
9. **Extended Warranty, Online Option.** The HandyTrac Warranty may be extended for up to 4 years, upon payment by Customer of the annual renewal amount for the type of System purchased by Customer prior to the expiration of the original Warranty Period or any then existing Warranty Period, time being of the essence of this provision. Purchase of the Extended Warranty will entitle Customer to 5 hours Hot Line Support per year and to any Software upgrades generally distributed by HandyTrac during the term of the Warranty & Extended Warranty period. If customer chooses Online Option, Customer to provide Ethernet connection. A monthly Online fee is payable which covers Key Control reports at HandyTrac website, archived records, automatic backup of data and warranty coverage, and phone or Internet Tech Support. Failure of Customer to pay monthly fee timely will result in termination of reports and warranty.
10. **Warranties.** HandyTrac warranties are expressly contingent on operating the System as stated in HandyTrac Easy Guide Installation - Operation - Maintenance document, in a proper environment and utilizing a functioning Uninterruptible Power Supply (UPS). System must be installed and operated in room reasonably free from dust and air particles; e.g. separate from key cutting machine, wood sawing or other adverse activity or matter. Temperature should not be over 122° or below 32° to operate.

TERMS AND CONDITIONS (Attached as part of Purchase Order & Agreement)

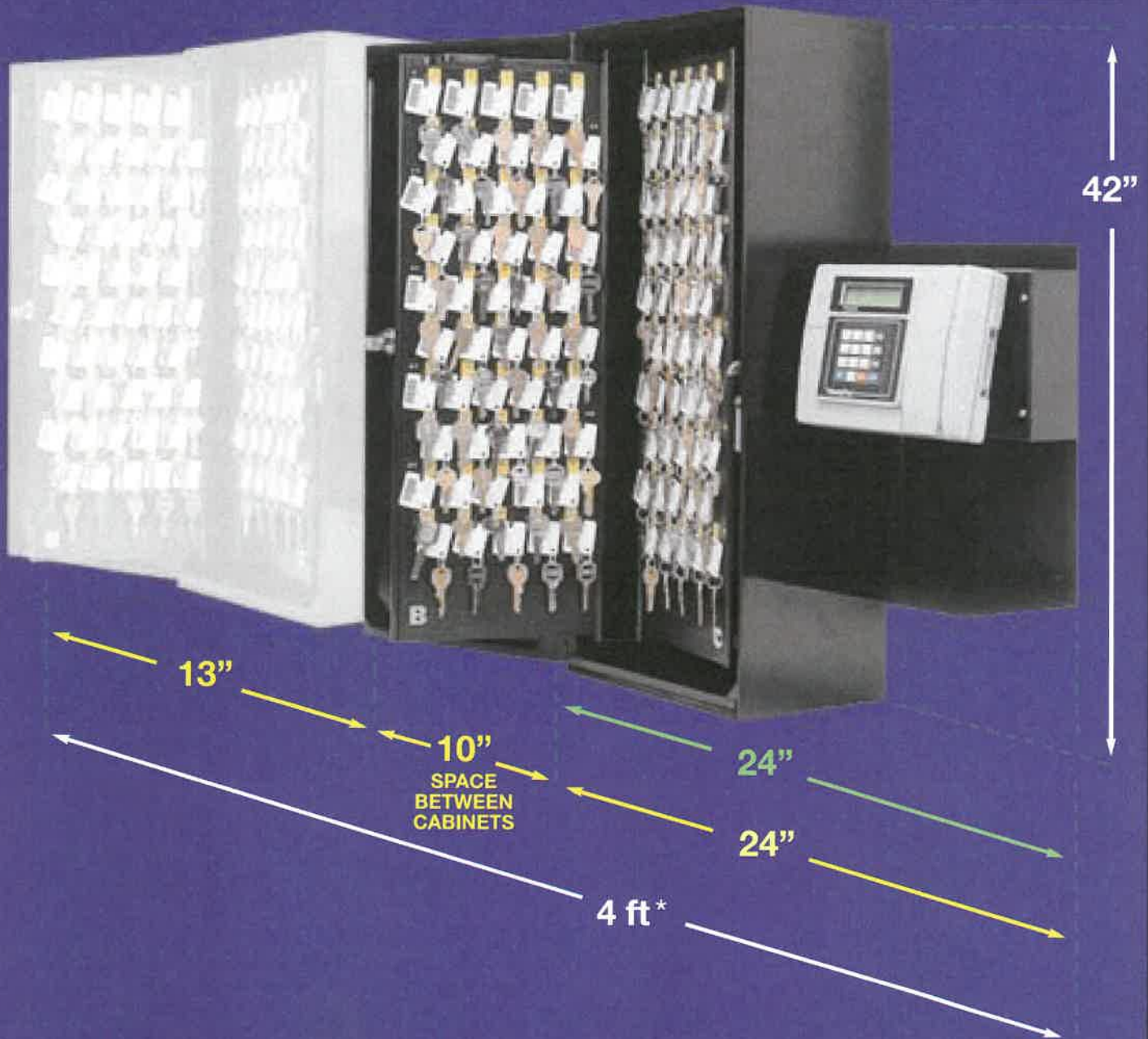
11. **HandyTrac Not An Insurer / Indemnity.** Customer hereby agrees to indemnify, defend and hold harmless HandyTrac from and against any and all liability, cost, damage or expense whatsoever (including court costs and attorney fees) arising out of a third party claim or cause of action against HandyTrac based upon or relating to the installation, maintenance, design, operation or failure of the System (regardless of whether such claim is based upon breach of contract, intentional misconduct, negligence or strict product liability) except for claims or causes of action based on the gross negligence or willful misconduct of HandyTrac, and Customer agrees to pay all damages, costs and fees (including, but not limited to, court costs and attorney fees as and when incurred by HandyTrac in defending any such claim prior to any decision of a court having jurisdiction of such matter) finally awarded by a court of competent jurisdiction arising from or in connection with or relating to any such claim or cause of action.
12. **Liquidated Damages.** Customer agrees that in the event HandyTrac should be found liable for loss or damage due to a failure of the System or any component thereof in any respect, its cumulative liability to Customer (or any other party) for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement shall be limited to a sum equal to the purchase price paid by Customer hereunder. The parties agree that such amount shall be payable as liquidated damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from performance or nonperformance of the obligations imposed upon HandyTrac from negligence, active or otherwise, of HandyTrac, its agents or employees.
13. **Indirect and Consequential Damages.** IN NO EVENT SHALL HANDYTRAC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF HANDYTRAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Signal Transmission and Data Storage.** Customer acknowledges and agrees that in some instances signals which may be transmitted between the System and Customer's computer hardware will be transmitted over telephone company leased lines or other telecommunications devices which are wholly beyond the control and jurisdiction of HandyTrac. In such event HandyTrac assumes no liability for or relating to the failure, interruption or corruption of such transmissions, storage or the information contained therein.
15. **Payment.** Customer agrees to pay to HandyTrac, its agents or assigns balances due and agrees to pay interest on any unpaid amount due at lesser of 1.5% interest per month or highest amount permitted by law.
16. **Subrogation.** Customer does hereby for itself and any parties claiming under it, release and discharge HandyTrac from and against all hazards covered by Customer's insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against HandyTrac.
17. **Trademark.** "HandyTrac" is a registered trademark of HandyTrac. No right, license, or interest to such trademark is granted hereunder, and Customer agrees that no such right, license, or interest shall be asserted by it with respect to such trademark.
18. **Assignability of Contract.** HandyTrac shall have the right to assign this Agreement or any of its rights or obligations hereunder to any other person, firm or corporation upon notice to Customer. The Agreement shall not be assignable by Customer, whether by contract, operation of law, or otherwise due to the merger, consolidation or other change of control in the ownership or operation of Customer or Customer's premises (directly or indirectly by a management company), without the prior written consent of HandyTrac.
19. **Confidential Information.** All property information of HandyTrac Customers, obtained by HandyTrac, its directors, officers, employees, contractors and/or any person acting on their behalf (collectively, "successors and assigns") shall be treated as privileged communications and shall be held strictly confidential. The use or disclosure of information concerning HandyTrac Customers will be limited to purposes directly connected with the execution or performance of this Agreement and enrollment in HandyTrac. Except for purposes directly connected with the execution or performance of this Agreement, no information about or obtained from any HandyTrac Customer in possession of HandyTrac and/or of its successors and assigns shall be disclosed in a form identifiable with the Customer without the prior written consent of the Customer.
20. **Acceptance of Agreement.** This Agreement shall not be deemed accepted by or binding upon HandyTrac unless and until executed by an authorized representative of HandyTrac at its principal office in Georgia.
21. **Entire Agreement; No Amendment.** This Agreement constitutes the entire understanding between the parties and merges and supersedes all prior and contemporaneous representations, understandings and agreements between the parties, oral or written, express or implied. If any conflict arises between this Agreement and the terms of any purchase order or any other documents, the terms of this Agreement will govern. No amendment or modification of any provision of this Agreement will be effective unless made in writing and duly executed by the parties hereto.
22. **Severability.** The covenants and agreements in this Agreement shall be construed as independent of one another. Any determination (judicial or otherwise) nullifying any clause or provision herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.
23. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Georgia applied without giving effect to any conflicts-of-law principles and regardless of where Customer's premises is located.

SPECIFICATIONS

**DOUBLE
CABINET**
(up to 800 keys)

ONE WALL SETUP

**SINGLE
CABINET**
(up to 400 keys)



HandyTrac Computerized Key Control is the most cost effective system designed specifically for the multifamily housing industry including student and government applications.

For more information visit
www.handytrac.com or call

800.665.9994

Building Better Systems for Over 25 Years

The patented HandyTrac Online program provides ongoing internet system/information access, secure data backup and storage, support/warranty service, training, and system upgrades.

- *HandyTrac is an integrated system that provides the software and hardware you need to manage keys and assets*
- *HandyTrac's computerized, locking steel wall mounted cabinet(s) provide the highest level of safety and security, so only authorized users have access to keys*
- *HandyTrac system does not require a dedicated or special computer system*
- *HandyTrac system administrative functions and reporting available from any computer with Internet access*
- *Each key within the HandyTrac system is traceable*
- *HandyTrac system offers several reporting options, with standard and customizable reports available to streamline operations and to track keys, assets, locations, and the people who use them*
- *The HandyTrac software can be used to track and modify hours worked by sales and maintenance employees*
- *HandyTrac identifies keys by using anonymous bar coded tags*
- *HandyTrac's software and hardware combine to link all the cabinets within your system*
- *Wall mounted for ease of use and space conservation*
- *Ethernet system version provides built in server test with pass/failed result capability*

REPORTS

- Keys Out Audit Report
- Key Control Usage by Employee
- Key Control Usage by Unit
- Key Control Usage by Activity
- Transaction Audit Report
- Custom Report Builder
- Abnormal Request e-mail alert
- *Optional:*
- Work Order Program
- Activity Scheduling

SPECIFICATIONS

Datalog

Data collection terminal with DC7000 microcomputer, real time calendar clock, internal keyboard, display, badge reader, communications interface.

- Keyboard-16 full travel keys with elastomeric contact pad 4 rows by 4 columns
- LCD 2 line by 20 character easy to read display
- Internal lithium battery backup
- Bar code tags/badges- Code 39
- Print directly to DOS compatible computer or communications with Website via HandyTrac Online program
- Flame retardant Polycarbonate/ABS enclosure, bolted access door adds extra security
- Standard 120V
- Integrated Biometric Identity Verification upgrade available

Key Cabinet and Control Box

- 18 ga steel with black powder coat finish cabinet
- Up to four (4) key panels 100 locations each (total capacity for single cabinet 400)
- Electronic lock/latch manual key backup
- Key Cabinet only 27"H x 13"W x 8"D
- Control Interface Relay (CIR) board between Datalog Touch Pad and Key Cabinet electronic lock
- Single Cabinet (up to 400 keys)- 28"H x 24"W x 8"D
- Dual Cabinet-(up to 800 keys)- 28"H x 42"W x 8"D

Hardware Requirement

- Uninterruptable Power Supply (UPS), provided by customer for surge protection and battery backup.
- Available Ethernet connection within 6' of system location (14' and 25' cables available)
- Available 120V outlet
- Computer with Internet Access

Software and Supplies

- HandyTrac Software (pre-installed into Datalog)
- Employee Identification Badges (bar coded)
- Bar Coded Key Tags
- Easy Guide for Installation and Operation
- Biometric Reader (optional)
- HandyTrac Key Organizer (optional)

Operating Environment

- The Key Control System must be installed and operated in an environment free of airborne particles; (e.g. in a separate room key cutting, wood sawing, or other adverse activity or matter). Temp should not exceed 122°F or below 32°F.
- HandyTrac's warranties are expressly contingent on operating the Key Control System in a proper environment and providing Uninterruptable Power Supply (UPS) for surge protection.

STANDARD

HandyTrac warrants, solely to and for the benefit of Customer, that for a period of 1 year from the original date of this Agreement (the "Warranty Period"). The Software and the Equipment manufactured by it shall be free of defects in materials and workmanship. HandyTrac further warrants solely to Customer that during the Warranty Period the System shall operate substantially in accordance with the Specifications. HandyTrac's warranties are expressly contingent upon: (a) installation, maintenance, and use of the System under proper operating conditions, strictly in accordance with HandyTrac's and/or the Equipment vendor's instructions; (b) the absence of misuse. Abuse or damage to, alteration or modification of, or tampering with, the System; (c) and use of the System in accordance with all applicable laws and regulations. The warranty includes up to 5 hours per year of Customer Hot Line Support; it does not cover supplies, batteries, or shipping. During the Warranty Period, HandyTrac shall (at its election) either repair or replace the affected Equipment or Software, or refund all or a portion of the amounts paid by Customer under this Agreement. Customer agrees it will provide labor to change out components and / or Software at site. Customer agrees that the foregoing constitutes its sole and exclusive remedy for breach of the warranties made by HandyTrac under this Agreement. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, AND HANDYTRAC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HandyTrac agrees to assign to Customer any and all Equipment warranties offered or made by the vendors of the Equipment, to the extent such warranties are assignable.

ONLINE SERVICES, SUPPORT, WARRANTY (MONTHLY FEE)

HandyTrac warrants to the customer that the following services will be provided and available through a protected website as long as there is no disruption of monthly fees as defined below:

Warranty. HandyTrac will continue the warranty (defined in paragraph 8) for as long as the monthly fees are paid.

Data Storage. All data retrieved from the customer system will be maintained and protected in a secure data storage facility (of HandyTrac's designation)

Access to system, data, and reports. All administrative functions and information from the customer system will be accessible to customer authorized staff via the HandyTrac.com protected website.

Technical Support. Ongoing access to the HandyTrac technical services team

Training. HandyTrac technical services team will be available at no additional hourly charge to provide telephone training of customer staff members as requested (up to 4 hours on an annual basis)

Software upgrades. Are provided and installed via the online connection at no additional cost

Monthly fee disruption. Online Service fee(s) will be invoiced monthly to the customer by HandyTrac with payment due within 30 days of invoice dating. While HandyTrac will conduct reasonable efforts to communicate, notify and resolve with the customer non-payment, Online services and access (as defined above) will be suspended until resolved. During this suspension, data will not be retrieved, stored, or accessible until account resolution.

Cancellation of Online Services. Customer may request cancellation of services at anytime with 30 day written notice to HandyTrac (HandyTrac Systems, Attn: Accts Receivables, 510 Staghorn Ct., Alpharetta GA 30004). Online services will be suspended at the ending date of the notice received by HandyTrac.

Visit www.handytrac.com
or call toll-free

800.665.9994

Building Better Systems for Over 25 Years