



PARCEL /// PENDING™
THE PACKAGE MANAGEMENT SOLUTION

PURCHASE ORDER AND AGREEMENT

Customer:	Agreement: Morgan Group – The Hayworth
Morgan Group 5606 S. Rice Ave Houston, TX. 77081	Date of Agreement (“Effective Date”) October 7, 2019

Bill To:	Delivery Destination/Property:
The Hayworth 1414 Wood Hollow Dr Houston TX 77057	The Hayworth 1414 Wood Hollow Dr Houston TX 77057



Parcel Pending agrees to ship/perform, subject to the terms and conditions below and attached hereto, the following Equipment:

QTY	Color	Unit Price	Delivery Date	2 Years Monthly Service Fee	Installation/ Training	Shipping / Handling	Sales Tax	Total Due	Payment Schedule
117-Door Locker System (1) 13 (2) 18 (5) 12 (2) 4	\$3,000 Stone Grey w/ Custom Wrap	\$27,577.50 Reflects 20% discount	8-10 Weeks from receipt of deposit	\$7,152.00	\$2,900.00	\$3,394.00	\$3,631.94	\$47,655.44	\$23,827.72 due upon execution \$23,827.72 due upon installation

Parcel Pending shall deliver the Equipment F.O.B. to the above Delivery Destination.

- Term.** The original term of the Agreement is twelve (12) months from the date of installation, unless otherwise terminated as set forth in Section 6 of the Agreement terms and conditions attached hereto. Thereafter, the Agreement shall automatically renew on a month-to-month basis until either party gives the other thirty (30) days' written notice of termination.
- Monthly Service and Software License Fee: \$298** (the “Fee”). The Purchase Price includes 24 months of the Monthly Support Fee. The Fee will revert to the then-market Month Service and Software License Fee upon expiration of the initial 24-month period. The Fee includes the following:
 - Customer Service 7 days a week, 24/7
 - Replacement Parts
 - Software Upgrades
 - Access to Online Management Portal
- Storage Fee.** A daily storage fee (“Daily Storage Fee”) of \$3 will be charged to each resident whose packages are left in the electronic locker beyond 72 hours. Storage fees may be changed on an ongoing basis at customer's sole discretion but cannot be eliminated.
- Resident Registration Fee.** Parcel Pending will charge each unit a one-time only \$20 registration fee (“Registration Fee”) upon the resident's initial registration on Parcel Pending's website, via credit card.
- Payment Method:** All payments are due in advance at the beginning of the period. Payments will be made:

____ Annually ____ Quarterly ____ Monthly

Initials  



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Will be serviced by:

_____ Invoicing _____ Auto payment (attach voided check or deposit slip)

Billing Email (Required): _____.

6. **Description of Services:**

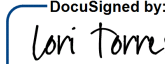
Parcel Pending will assist with the initial property set-up, installation of the lockers, and will provide administrative access and training. Customer will be responsible for any construction related expenses to prepare the package room/location. Parcel Pending recommends that Customer locate the electronic lockers in a secure room with key or fob access. In addition, Customer will be responsible for providing:

- 1 - 110V Separate Circuit Electrical Outlet
- 1 - Port Ethernet Hard Wired Internet Access
- Network to be configured for DHCP (preferred) or provide static IP address with VPN access
- Location for electronic lockers (outdoor locations must be properly covered)

Prior to the installation of lockers, Parcel Pending will complete a pre-inspection of the locker location, its accessibility and confirm the required electrical outlet and internet access are live and communicating. Should the pre-inspection determine that the required electrical outlet and internet access are not functioning, the Customer will be responsible for the cost of any additional inspections needed and acknowledges this may delay Parcel Pending's ability to meet the installation schedule.

Customer hereby accepts the above Purchase Order and Agreement (collectively the "Agreement") and agrees to the terms and conditions contained herein and attached hereto.


PARCEL PENDING, INC.

DocuSigned by:

By: _____
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Name: Lori A. Torres



Title: Founder/CEO

CUSTOMER

DocuSigned by:

By: _____
shelley.russell@parcelpending.com

Name: _____

Title: _____ Regional Manager

Initials  



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Terms and Conditions of Purchase Order and Agreement

Customer, by accepting this Agreement, agrees to the following terms and conditions:

1. **The 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 ("Specifications") are described in an attachment. For the purposes of paragraphs 10 and 11 the use of the term Parcel Pending includes Parcel Pending's employees, distributors, agents and assigns.
2. **Title and Risk of Loss.** Title to all Equipment ordered hereunder shall pass to Customer on delivery to the facility designated by Customer and payment in full of the fees associated with the Equipment, as set forth on page 1 of this Agreement, having been made by Customer. Once title has passed to Customer, all risk of loss or damage to any Equipment shall be the sole responsibility of Customer.
3. **Software License.** Subject to the terms and conditions contained herein, Parcel Pending grants to Customer a non-exclusive, non-transferrable license to use the Software except in connection with an assignment of this Agreement permitted under section 14 hereof. 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. The license fees set forth on page 1 of this Agreement shall not be construed to result in the transfer to Customer of title, ownership, or other rights to the Software. The original and any copies of the Software, made by Parcel Pending including translations, compilations, modifications, and updates, are the property of Parcel Pending.
4. **Proprietary Rights.** Customer recognizes that Parcel Pending regards the Software as its proprietary information and as confidential trade secrets of great value. Customer agrees not to provide or to otherwise make available in any form the Software, or any portion thereof, to any person other than employees of Customer without the prior written consent of Parcel Pending. Customer further agrees to treat the Software with at least the same degree and care with which Customer treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Software.
5. **Exclusivity.** Customer will use its best efforts to use the System as soon as possible following completion of implementation. Customer will not use any other provider to perform any of the services or any similar services and shall not perform any such services by Customer itself during the Term of this Agreement.
6. **Termination.**
 - (a) **Termination for Cause.** Either Customer or Parcel Pending may terminate this Agreement in the event of a material breach by the other party, which remains uncured within thirty (30) days after written notice thereof from the non-breaching party.
 - (b) **Termination for Convenience.** In the event the Property is sold or transferred to a new owner, or at anytime after twelve (12) months from the date of installation, Customer may terminate this Agreement upon thirty (30) days' written notice to Parcel Pending without reason; penalty or breach of the Agreement, notwithstanding that Parcel Pending is in compliance with all delivery, performance or other requirements.
 - (c) **Bankruptcy.** This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, (iii) upon the sale or change of control of the business of such party, or (iv) upon either party's dissolution or ceasing to do business.
7. **Effect of Termination.** Upon termination of this Agreement, unless otherwise specified by Parcel Pending in writing:
 - (a) Parcel Pending shall cease to provide Customer access to the Software, and Customer will pay to Parcel Pending all sums due to Parcel Pending the effective date of such expiration or termination (prorated as appropriate).
 - (b) Expiration of termination of this Agreement for any reason will not release either party from any liabilities or obligations set forth herein which (i) the parties have expressly agreed in writing will survive such

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expiration or termination or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination. The following sections shall survive any termination or expiration 3, 4, 10, 11, 13, 14 and 15.

- (c) Customer will cooperate with Parcel Pending and take all reasonably requested steps to assist Parcel Pending in making an orderly transition and will cooperate in the return of the Software and other related confidential information to Parcel Pending.
8. **Prices.** The prices specified for the Equipment described in this Agreement are firm and not subject to change by Customer without the prior written approval of Parcel Pending. Said prices shall include all applicable taxes, insurance costs, and packing and transportation costs.
9. **Payment.** Customer shall pay Fee as set forth on page 1 of this Agreement. Customer agrees to pay to Parcel Pending the balance not later than 30 days following receipt of an invoice for the amount due, and if not paid within such 30 day period, agrees to pay interest on any unpaid amount due at the lesser of 1.5% interest per month, or the highest amount permitted by law.
10. **Indemnification.** Each party (for purposes of this section, "Indemnitor") shall defend and indemnify the other party and its affiliates, and each of their respective members, managers, agents, officers, directors and employees (for purposes of this section, "Indemnified Party") against, and shall hold the Indemnified Party harmless from, any actual or alleged liability, harm, or loss to any person or property arising out of or related to Indemnitor's negligence, willful misconduct, breach of this Agreement or unauthorized use of a third party's trade secrets or other intellectual property.
11. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.
12. **Warranties by Parcel Pending.** Parcel Pending extends to Customer a one (1) year limited warranty from the original date of this Agreement, provided all payments due under this Agreement have been paid by Customer ("Warranty Period"). The Software and the Equipment manufactured by it shall be free of defects in materials and workmanship. Parcel Pending further warrants to Customer that during the Warranty Period the System shall operate substantially in accordance with the Specifications. Parcel Pending's warranties are expressly contingent upon: (a) installation, maintenance and use of the System under proper operating conditions, strictly in accordance with Parcel Pending's and/or the Equipment vendor's instructions; (b) the absence or 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. If during the Warranty Period, Customer notifies Parcel Pending of a substantial program error respecting the System, or Parcel Pending has reason to believe that error exists in the System and so notifies Customer, Parcel Pending shall at its expense verify and attempt to correct such error within ten (10) working days after the date of notification. If Customer is not satisfied with the correction, then Customer may terminate this Agreement. In the case that Customer has technical questions during the Warranty Period in the use of the System under this Agreement, Parcel Pending will provide the necessary resources and consulting services to answer such questions without charge to Customer. Customer may contact Parcel Pending at (855) 316-4756 for technical support and repairs. Customer agrees that the foregoing constitutes its sole and exclusive remedy for breach of warranties made by Parcel Pending under this Agreement. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, AND PARCEL PENDING DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Parcel Pending 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.
13. **Confidentiality.** All information, ideas, concepts, designs, discussions, work papers, memoranda, photographic materials, draft and final reports, and other documents and materials provided to Customer by Parcel Pending, are strictly confidential and shall not be used or discussed by Customer in any manner, except as required to complete delivery, installation and maintenance of the System.
14. **Assignment.** Customer may not assign or transfer, in whole or in part, any of its rights or obligations under this Agreement, without the prior written consent of Parcel Pending, except no consent shall be required for

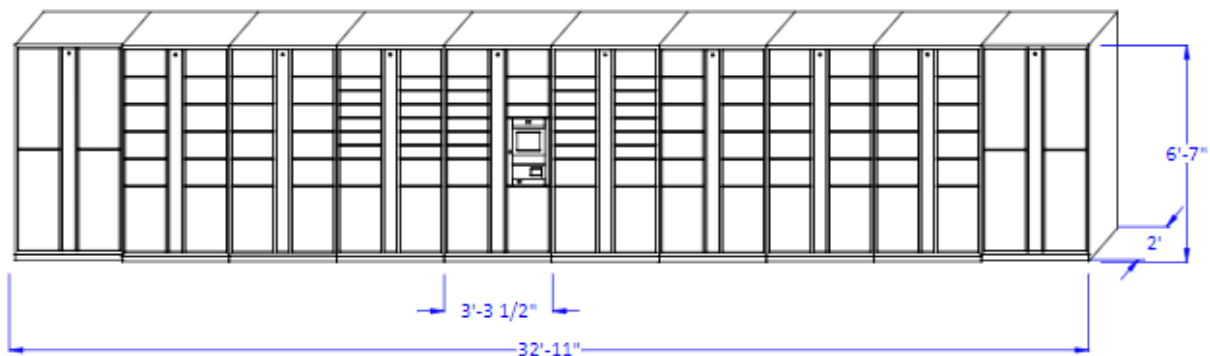


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any assignment of this Agreement and transfer of Customer's license to use the Software in connection with a sale or change in ownership of any property owned or managed by Customer which is subject to this Agreement. Any consent required by Parcel Pending shall not be unreasonably withheld.

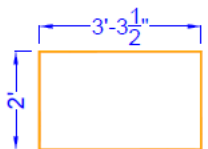
15. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
16. **No Waiver.** Failure or delay by Customer to exercise any right, power or remedy provided hereunder will not operate as a waiver or modification of any such right, power or remedy.
17. **Entire Agreement.** This Agreement contains the entire agreement between Customer and Parcel Pending, and there are no prior or contemporaneous oral or written understandings or agreements binding on Parcel Pending affecting the subject matter of this Agreement other than those expressly contained herein. This Agreement expressly limits acceptance to the terms contained herein. Delivery of the System will confirm Customer's agreement to the terms contained herein. This Agreement can be amended only by a Change Order issued, or by a written instrument signed by both parties. The terms set forth in this Agreement shall prevail in the event of any inconsistencies with any proposal document, purchase order or other document relating to the subject matter of this Agreement.
18. **Counterparts and Digital Signatures.** If this Agreement is executed in counterparts, each is hereby declared to be an original; all, however, shall constitute but one and the same Agreement. The parties agree to accept a digital image (including but not limited to an image in the form of a PDF, JPEG, or GIF file) of this Agreement reflecting the execution of one or both of the parties, as a true and correct original.

10T D117 INDOOR LOCKER SYSTEM





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Locker Height = 6'-7"



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Morgan Group - The Hayworth Indoor Towers - Floor Plan

Outlet Information :

Outlet Placement: Power and ethernet outlets should be flush with the wall and placed at any height behind or above the "Main Controller" tower. If the wall is concrete, surface mounted outlets are necessary and should be placed above the "Main Controller" tower at least 80" from the floor

- ⚡ Power Outlet: Standard 110V Electrical Outlet
- ▶ Ethernet Outlet: Dedicated RJ45 Data Jack

