



Ownership Transfer

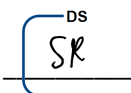
The following items will be executed by Engrain (as needed):

INTEGRATION AND ADMIN UPDATES

- Provide access to CMS
- Update availability feed
- Remove all references of previous names/logos and replace
- Direct contact submissions to/from new email address(es)
- Transfer Licensing & Standard Support agreement(s)

BRANDING UPDATES

- Update standard design elements (logos and colors) while maintaining functionality and layout
- Non-standard design changes will require a custom line item on the contract or change order upon project commencement

Initials The initials "SR" are written in a stylized, cursive font, enclosed within a blue rectangular box with a horizontal line extending from the bottom.

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SightMap[®] Multifamily Edition

INTERACTIVE BUILDING AND COMMUNITY MAP

View and navigate entire map in full screen, responsive web-based panel including mobile, tablet and desktop resolutions

INTEGRATED PRICING AND AVAILABILITY

Availability integration with ability to browse all units or search by price, move in date, and/or bedroom type

UNIT DETAIL VIEW

Unit detail includes floor plan image with description and pricing and availability details

OPTIONAL MEDIA VIEWS

Gallery views of 2D or 3D plans, renderings, videos, fly-through tours, embedded YouTube or Vimeo videos, and virtual tours (all provided by client)

CALL TO ACTION OPTIONS

Customizable outbound options for online chat, online leasing applications, appointment scheduling or other types of workflow

IMPLEMENTATION

Launch SightMap from any website using provided links including full map, specific unit, or pre-formed search results

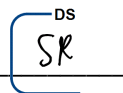
SIGHTMAP IPAD APP

Load one or many property SightMaps in Engrain's native iPad app (requires internet/cell connection)

CUSTOMER SERVICE & SUPPORT

Scheduled training via on-line meeting software and technical support during standard business hours, 9:00 a.m. to 5:00 p.m. MT, seven days per week

***INITIAL SET UP AND LICENCE ASSUMES CLIENT PROVIDES CLEAN PROPERTY MAP TO PROVIDED SPECIFICATION. BASE SITE PLAN MUST SHOW ALL CURRENT/KNOWN UNITS WITH INDIVIDUAL UNITS DELINEATED AND NUMBERED. VECTOR PDF, .EPS OR .AI FILES ACCEPTED.**

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Software Assumptions & Terms

PAYMENT

All projects are billed 100% upon project commencement. Project commencement is defined by Engrain's Implementation team after the initial Project Kick Off meeting. Unless otherwise specified, Engrain will combine all one-time fees into one invoice per billing contact. Licensing & Support for each product will be billed separately. Invoices shall be payable within thirty (30) days after invoice date. If any invoice is not paid within thirty (30) days, Engrain may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

CONTENT

Client will provide all third-party integrations including appropriate credentials, deliverables, assets, marketing data, and design files as required to encode site map files into a Unit Map for use within TouchTour and SightMap products. Base site plan must show all current/known units with individual units delineated and numbered (vector .pdf, .eps, or .ai files accepted). Map redesign fees are \$500 for black and white and \$750 for color. Additional charges will apply for file preparation, copywriting or editing and stock media as required. All fees will be submitted to Client for approval.

Client-provided content remains the property of the Client, who grants Engrain the worldwide, royalty-free right to use, publicly display, and distribute the content solely for the purposes of performing its obligations under this Agreement and providing and improving the services. The Unit Map is the sole property of Engrain, who grants Client a non-exclusive, nontransferable, revocable license to link a URL specifying a SightMap Application and a Unit Map.

TIMELINE

Timely development of the software is dependent upon the combined efforts and resources of Engrain and the Client. Milestones are met and completed through prompt Client feedback and communication. If Client team members are not available for required approvals and review, additional and/or expanded implementation timeframes may be required. Engrain does not guarantee to exclusively assign personnel/resources to work on this account. Engrain retains the right to make all staffing and personnel decisions. Standard work hours are considered to be 8AM – 5PM, Monday – Friday, in the time zone of the assigned resource. If, for any reason, Engrain resources are required to perform work outside this standard work schedule, an increase in rates may apply.

DESIGN

TouchTour Enterprise platform design includes two distinct design concepts and three rounds of revisions. TouchTour design includes two distinct design concepts and two rounds of revisions. TouchTour Core and iPad App include one design concept and one round of revisions. All SightMap property map designs include two rounds of revisions (if needed).

EXCLUSIONS

Exclusions include data migration, network configurations, the creation of original content, and Engrain incurred time and expenses related to on-site travel. Client will be responsible for any data cleaning, normalizing, or troubleshooting in order to provide accurate data and integration information.

Initials 

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CANCELLATION

Project implementations may be cancelled with thirty (30) days' notice and Client agrees to pay for any work completed to date. Contract cannot be assigned or assumed. Fees paid in advance are non-refundable.

In the event of a phased platform fee, Client agrees to pay any remaining implementation fee if agreed on amount is not reached within one (1) year.

Engrain has no obligation to store content three (3) months after expiration or termination.

TERMS FOR CHANGES

If any functional changes are requested by the Client after the design has been approved, a Change Order will be estimated and proposed. The Change Order shall not be binding until signed by both parties. Any design or programming changes will be billed at Engrain's standard rate of \$150/hour; any content management changes, data entry or photo cropping will be billed at a production rate of \$75/hour. Additional Content Support is available via a separate Unlimited Content Support Agreement.

SOFTWARE WARRANTY

A Software Warranty will be in place along with a valid License. The Software Warranty covers the correction of any bugs or programming errors. For the purpose of this Agreement, we define "bug" as "anything which causes a script error or causes the product to behave in a manner not intended including freezing, crashing, or displaying of incorrect content." This warranty does not cover additional features or content updates. Updates required due to changes in Client content, data, or previously accepted functionality will be billed as a Change Order as specified above.

BRANDING

Interfaces will bear a standard "TouchTour" or "SightMap" logo.

SUPPORT

Includes data hosting, support, and critical updates. Email (support@engrain.com) and telephone (877-313-3743) support is provided during standard business hours, 9:00 a.m. to 5:00 p.m. MT, seven days per week. Engrain will address software issues within 48 business hours of notification and provide a reasonable resolution timeframe. Client agrees to provide ongoing on-site help in issue diagnosis.

PROPOSAL EXPIRATION

This offer and pricing within will expire 30 days from submission.

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Licensing & Standard Support Agreement

ASSUMPTIONS & TERMS

PAYMENT

Licensing & Standard Support billed annually upon project commencement. License term begins on the first day of the third month following project commencement. Subsequent Licensing will be billed annually upon Contract Start Date. Licensing will be pro-rated for properties added to an Enterprise contract after initial Contract Start Date. In the event of a transfer, the active license term will be honored with a mandatory one-year license term extension. Invoices shall be payable within thirty (30) days after invoice date. If any invoice is not paid within thirty (30) days, Engrain may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

CONTENT

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SUPPORT

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CANCELLATION

Software licenses renew automatically at the end of each term and may be cancelled with thirty (30) days' notice after minimum agreed commitment, or earlier pursuant to a property sale. Contract cannot be assigned or assumed. Fees paid in advance are non-refundable.

Initials 



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PROPERTY INFORMATION

Property Name: The Hayworth

Address: 1414 Wood Hollow Dr

City: Houston State: TX Zip Code: 77057

of Units: 246

BILLING INFORMATION - RECURRING LICENSING & SUPPORT

Company Name: The Hayworth

Address: 1414 Wood Hollow Drive

City: Houston State: TX Zip Code: 77057

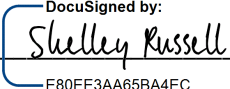
Contact Name: Courtney Chaves Contact Phone: 713-783-1414

Invoice Email(s): morgangroupinvoices@avidbill.com

AUTHORIZATION TO PROCEED

Printed Name: Shelley Russell

Title: Regional Manager

Signature: The signature of Shelley Russell is written in cursive over a blue DocuSign verification line. Above the signature, it says "DocuSigned by:" and below it, a partial hash "E80EE3AA65BA4EC..." is visible.

Date: 10/23/2018 | 9:42 AM MDT

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Quote Details

The following **Quote** is proposed by Stephen Rabon from Engrain, Inc. for Morgan Group. It is effective as of October 23, 2018 and expires 30 days after being sent.

Property Information

Manager	The Morgan Group
Community	The Hayworth
Address	1414 Wood Hollow Dr, Houston, TX 77057
Units	246

Annual Licensing & Standard Support

SightMap	
1-yr term: \$0.20 per unit per month	\$590.40
Annual Licensing & Standard Support Total	\$590.40

Total	\$590.40
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