



4100 Midway, Suite 1165, Carrollton, TX 75007

Phone (888) 410-9922

Terms of Service

THIS AGREEMENT is entered into and effective as of January 1, 2021 (the "Effective Date"), between CheckpointID, Inc. located at 4100 Midway, Suite 1165, Carrollton, TX 75007, and **Morgan Group, Corporate Headquarters**, a company located at _3000 Richmond Ave., Houston, TX 77098_ ("Client"). This Terms of Service, combined with our Terms of Subscription (collectively, Agreement) constitute the entire and only Agreement between you and CheckpointID, Inc., and supersedes all other agreements, representations, warranties and understandings with respect to our SaaS and the subject matter contained herein.

Client's monthly rate: \$169.00 _____

Equipment: iPad included with service (if service is canceled, iPad must be returned within 30 days to CheckpointID, Inc. (prepaid return shipping label will be provided) In addition, all signage referring to CheckpointID, Inc. and **We Verify** must be removed from premises. In the event that a CheckpointID provided iPad is lost, stolen, or damaged, an additional charge of \$384.00 will be assessed to the clients invoice.

Set up Fee \$79.00 _____

Shipping Fee: iPads left onsite

Agreement Length: 1 year (May cancel anytime with a 30 day written notice)

Elected Payment Option: Property invoice

Notes: First invoice may be prorated based on actual start date. Client would like to start ASAP.

Definitions

Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement will have the meanings set forth below.

The terms "us" or "we" or "our" refers to CheckpointID, Inc., the owner of this SaaS.

An "Account" is an access point to our Service and encompasses the features found in our Service.

The term "PII" refers to Personally Identifiable Information.

A "Member" or "Client" is someone from a business who has registered an Account to use our Service.

Our "Service" refers to the ability for you to submit identification information about third parties that we parse and return to you through use of our proprietary CheckpointID, Inc., SaaS, and our Content. Any new features added to or augmenting the Service are also subject to this Agreement.

All text, information, graphics, audio, video, and data offered through our SaaS, whether free to all or part of our paid Service, whether originating from us or from our Users, are collectively known as our "Content". We may also refer to any Content uploaded by our Members to their respective Profiles as "Member Content". When referring to our SaaS, it also includes our Content by reference.

Limited License

CheckpointID, Inc. grants you a non-exclusive, non-transferable, revocable license to access and use our SaaS strictly in accordance with this Agreement. For Members, the use of our Service is also governed by our Terms of Subscription found at the end of this Agreement, to which you must also agree in order to use our Service.

Legal Compliance

Parties agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding the design, use and maintenance of the SaaS provided therein.

Our Relationship to You

CheckpointID, Inc. relationship to you is at all times that of an independent contractor. This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and CheckpointID, Inc.

Access

Upon contract execution, you will be sent a password that will allow you to access our Service and which you can change thereafter.

Notification

CheckpointID, Inc. will immediately (and in no greater than seventy two (72) hours from CheckpointID, Inc.'s knowledge of the following) notify Client and use best efforts to cease any further occurrence of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Clients related to the Service that is known or suspected by CheckpointID, Inc.; (iii) any use of false identity information to gain access to or use the Service (each of subsections (i) through (iii) a "Security Breach Event").

Client Data

(a) General. As between the Parties, Client shall be solely responsible for the procurement, provisioning, processing and updating of all data ("Client Data"), and for the content, accuracy and completeness of all Client Data. Client represents and warrants that neither the Client Data nor the possession or use thereof by or on behalf of Client will violate any Law or the rights of any person or entity (including, without limitation, those applicable to privacy or personally identifiable information). Client will indemnify and hold CheckpointID, Inc. and its affiliates, directors, officers, employees and agents (including successors and assigns) harmless against any claim, suit, proceeding or other action arising out of or relating to any breach or alleged breach of any of Client's representations, warranties or covenants hereunder pertaining to Client Data or otherwise resulting from Client's use of the Service to store, transmit and/or process Client Data.

(b) Ownership of Client Data. As between CheckpointID and Client, all Client Data is and shall remain the property of Client. CheckpointID shall not, without Client's written consent, sell or monetize Client Data other than in the performance of its obligations under these Terms of Service or as may be required by applicable Law.

Our Intellectual Property

Our SaaS may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our SaaS does not constitute any right or license for you to use our service marks or trademarks, without the prior written permission of Checkpoint ID, Inc.

Our Content, as found within our SaaS, is protected under United States and International copyrights. The copying, redistribution, use or publication by you of any such Content, is strictly prohibited. Your use of our SaaS does not grant you any ownership rights to our Content.

Our Security Policy

CheckpointID, Inc. has constructed our Service using industry standard encryption and authentication tools to protect PII. If you are using our cloud-based features, the third party service providers are also responsible for the necessary security to protect information placed on their servers. When we collect PII through our Service, your data is encrypted and other industry standard technologies, such as encryption software, routers and firewalls, are used to protect your information. Due to the nature of the Internet, we cannot completely guarantee that PII is completely protected. Furthermore, we cannot guarantee or warranty the privacy protections of third parties. We strongly urge you to protect any password you have for our Service and not share it with anyone. You should always log out of our Service when not in use, especially if you are sharing a computer with someone else or are using a public computer.

Checkpoint ID, Inc. Insurance

CheckpointID, Inc. agrees to at all times to carry Professional Liability/Cyber Liability Insurance policy with a minimum of \$5 million.

Warranty Disclaimer

Our SaaS may be temporarily unavailable from time to time for maintenance or other reasons. CheckpointID, Inc. is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email, traffic congestion on the Internet, or any combination thereof, including injury or damage to Member's or to any other person's computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the our SaaS, including without limitation any software provided through our SaaS. Under no circumstances will CheckpointID, Inc. be responsible for any loss or damage, including any loss or damage or personal injury or death, resulting from anyone's use of our SaaS or for any interactions between Users of our SaaS, whether online or offline.

The information, content, and documents from or through our SaaS are provided 'As-is, as available, and with all faults', and all warranties, express or implied, are disclaimed. Our SaaS may occasionally experience bugs, errors, problems, or other limitations. CheckpointID, Inc. including our affiliates, have no liability whatsoever for your use of our SaaS. CheckpointID, Inc. does not guarantee and does not promise any specific results from use of our SaaS. CheckpointID, Inc. does not represent or warrant that the SaaS is always accurate, complete, or error-free.

Downloading any software comes with inherent risk of viruses. It is the Member's responsibility to follow use industry recognized anti-virus software and run scheduled preventative maintenance on computers and other electronic devices. Member is solely responsible for any damages that arise as a result of viruses, both direct and indirect, incidental, or consequential. No advice or information, whether oral or written, obtained by you from us through our SaaS shall create any warranty, representation, or guarantee not expressly stated in this agreement.

Limitation of Liability

CheckpointID, Inc. as well as all our Affiliates, shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our SaaS; (b) the unavailability or interruption of our SaaS; or (c) your use of our SaaS.

In no event will CheckpointID, Inc. or its directors, employees, or agents be liable to you or any third party for indirect, consequential, or exemplary, incidental, special, or punitive damages, including for any lost profits or lost data arising from use of our SaaS. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to your last month's service fees.

Reverse Engineering

Client will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the CheckpointID, Inc. technology (collectively, "Reverse Engineering") or permit or induce the foregoing. If however, directly applicable law prohibits enforcement of the foregoing, Client may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the CheckpointID, Inc. technology, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) Client has first requested such information from CheckpointID, Inc. and CheckpointID, Inc. failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by Client under this section is confidential information of CheckpointID, Inc. subject to the obligations of Section [confidentiality], may only be used by Client for the purpose described in this section, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the CheckpointID, Inc. technology.

Confidential Information/General Requirements and Exclusions

CheckpointID, Inc. shall not disclose Client confidential information without the prior written consent of Client except (i) to accountants, banks, financing sources, lawyers and related professionals bound by confidentiality provisions at least as restrictive as those contained herein, and (ii) in connection with the enforcement of this Agreement and shall maintain the confidentiality of such information in accordance with Law.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to canceling your Member account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Indemnification

You agree to indemnify, defend and hold CheckpointID, Inc. and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our SaaS.

Arbitration

The laws of the State of Delaware govern the interpretation of this Agreement, without reference to choice of law principles. Any litigation arising out of the terms of this Agreement shall be filed in Delaware. All parties irrevocably consent to the sole and exclusive jurisdiction and venue in such court for such purposes.

General Terms

This Agreement shall be treated as though it were executed and performed in Delaware, USA, and shall be governed by and construed in accordance with the laws of the State of Delaware USA, without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our SaaS, must be instituted within two (2) years after the cause of action arose or be forever waived and barred. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

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Agreement continues below.

Terms of Subscription

By becoming a Member, you also agree to fully comply with and be bound by the additional terms found below each time you use our Service. Please review the following terms carefully.

Accounts

Each Member of our Service must have his or her own Account to use the Service.

Our Responsibilities

1. Our Service is hosted on the RackSpace cloud. We are strictly responsible for the CheckpointID, Inc. software. When RackSpace performs maintenance, or if RackSpace has technical issues there may be some temporary downtime. Subject to these constraints, we will use commercially reasonable efforts to make sure that the Service is available as much as possible and to maintain the security of any data you enter or upload to our Service. RackSpace does backup data on an individual basis.
2. We will provide email support for our Service between the hours of 9am-5pm EST via support@checkpointid.com. We offer 24/7/ 365 monitoring of the software functionality.
3. CheckpointID, Inc. will use commercially reasonable security practices including a SSL128 method of encryption for data in rest and in motion.
4. Maintain the confidentiality of Client information. Do not share or store Client information beyond what is required in this agreement to complete Services.

Your Responsibilities

You agree to following with regards to your responsibilities in using our Service:

1. You are solely responsible for the accuracy, quality, and legality of your data as uploaded by you to the Service.
2. You are responsible for any actions performed under your Account.
3. You shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and you will promptly notify us of any such unauthorized access or use.
4. You shall use the Service in strict accordance with applicable laws and government regulations, including, but not limited to, the Fair Housing Act, privacy laws, intellectual property laws, and laws governing contracts. You shall not upload or enter any data into the Service that infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party.
5. You shall not attempt to gain unauthorized access to areas of our Service that you do not pay to use. You shall not re-distribute our Service in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism.
6. You shall not attempt to reverse engineer or otherwise capture or disassemble our Service.
7. You shall not create automated scripts to interact with our Service unless our Service provides such functionality. You shall not interfere with the operation of our Service for other users, including, but not limited to, denial of service attacks, uploading viruses or malware, or the creation of SaaSs designed to confuse, re-direct, or detract users from using our Service.
8. You acknowledge that you are legally responsible for your actions while using the Service.

Payment Terms

You agree to the following with regards to Payment Terms for our Service:

1. We accept either credit cards, PayPal, or check for payments.

2. You represent and warrant that when you make a payment to CheckpointID, Inc. as part of purchasing our Service that (i) any information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices for our Service, including any applicable taxes, and (iv) if your initial payment is dishonored, you will still pay the charges incurred, including any surcharge we may incur due to such dishonored payment.
3. You must pay to use our Service. All payments for use of our Service are non-refundable. Payment is due upon receipt of invoice.

Termination

The term of this agreement will be for one year unless otherwise noted. After the completion of this term the agreement will run on a monthly basis until which time as a 30 day written notice of intent to terminate is sent to CheckpointID, Inc. at support@checkpointid.com.

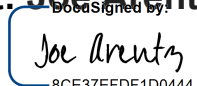
Notices

You understand and agree that you will receive all notices regarding this Agreement in written form, either by standard mail or email delivery. You understand that unless otherwise specified in such notices, you will respond to any such notices using the functionality of our Service.

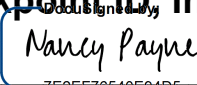
Addendum A

Addendum A includes apartment communities Client elects to activate a License for.

Client: Joe Arentz

By: 
8CE37EFD1D0444...
Date: 12/3/2020

Checkpoint ID, Inc.: Nancy Payne

By: 
7E2EF70540E04B5...
Date: 12/3/2020

Addendum A

The Southwestern, 5959 Maple Avenue, Dallas, TX 75235

The Arts, 2611 Ross Avenue, Dallas, TX 75201

The Parker, 4701 Charles Place, Plano, TX 75093

7East, 2025 East 7th Street, Austin, TX 78702

The Hayworth, 1414 Wood Hollow Drive, Houston, TX 77057

