

**AMENDMENT 1  
TO  
MASTER SERVICES AGREEMENT**

This amendment ("Amendment 1") is entered into by and between Marriott International Administrative Services, Inc. ("Marriott") and BlulP, Inc. ("Vendor"), as of March 9, 2017 (the "Amendment Effective Date") and amends the terms of the Master Services Agreement entered into by the Parties as of April 16, 2016 ("Agreement").

**WHEREAS**, the Parties wish to modify each of the following: (1) the Description of Services attached to the Agreement as Exhibit A; (2) the form of the Property Level Participation Agreement attached to the Agreement as Exhibit B; and, (3) the "Sample BlulP Service Order" attached to the Agreement as Attachment B-1 to Exhibit B.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as set forth herein.

**1. AMENDMENT.**

A. The attached Exhibit A to this Amendment 1 shall: (i) serve to replace and supersede the Description of Services as it was previously attached to the Agreement as Exhibit A as of the Amendment Effective Date; and, operate as *the revised Exhibit A* to the Agreement as of the Amendment Effective Date. For avoidance of doubt, the terms of Attachment A-1 to Exhibit A ("Emergency Calling" and Attachment A-2 to Exhibit A ("Service Level Agreement") remain unchanged however are attached to the revised Exhibit A for completeness of document.

B. The attached Exhibit B to this Amendment 1 shall: (i) serve to replace and supersede the form of the Property Level Participation Agreement, as it was previously attached to the Agreement as Exhibit B as of the Effective Date; and, (ii) operate as *the revised Exhibit B* to the Agreement as of the Amendment Effective Date. For avoidance of doubt, the terms of Schedule B to Exhibit B ("Emergency Calling" and *Schedule C* to Exhibit B ("Service Level Agreement") remain unchanged however are attached to the *revised Exhibit B* for completeness of document.

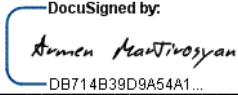
C. The attached *Attachment B-1* to Exhibit B to this Amendment 1 shall: (i) serve to replace and supersede the form of the BlulP Sample Service Order, as it was previously attached to the Agreement as *Attachment B-1* to Exhibit B as of the Effective Date; and, (ii) operate as *the revised Attachment B-1* to Exhibit B to the Agreement as of the Amendment Effective Date.

**2. GENERAL.**

Other than as set forth in Section 1 of this Amendment 1, the terms and conditions of the Agreement remain unchanged and in full force and effect.

We have read the provisions of this Amendment 1 and confirm that all of the provisions of this Amendment 1 are ACCEPTED. This Amendment 1 may be executed in counterparts and in the absence of an original signature, electronic copies of signatures shall be considered the equivalent of an original signature.

**IN WITNESS HEREOF**, the parties have caused this Amendment 1 be executed by duly authorized representatives of the parties as of the Amendment Effective Date.

<b>Marriott International Administrative Services, Inc. ("Marriott")</b>		<b>BluIP, Inc. ("Vendor")</b>	
By:		By: 	
Name:		Name: Armen Martirosyan	
Title:		Title: CEO	
Date:		Date: 3/20/2017	

**EXHIBIT A (REVISED PER AMENDMENT 1)**  
**TO**  
**THE MASTER SERVICES AGREEMENT**  
**BETWEEN MARRIOTT INTERNATIONAL ADMINISTRATIVE SERVICES, INC. AND BLUIP, INC.**

**“Description of Services”**

**Hosted Hospitality - Cloud Services**

Basic Voice Line – Monthly Charge for SIP Trunking Service (3-year Term); includes 1,000 Minutes of Pooled Nationwide Usage per talk path (\$0.029/Min Overage)

Hosted PBX Users

Hosted Breakroom or Conference Room Users

Hosted Call Center Users /Operators

Hosted Voice Mail

PMS Integration and Call Accounting

DID Number -- Monthly Charge for Telephone Number that BluiP can purchase for Marriott

E9-1-1 Location Number = Monthly Charge per E911 Zone, Address location to Emergency Service PSAP support

Mobile Softclient with System Integration Service – Monthly Charge

Desktop Hosted UC Service -Desktop, Softclient, Tablet Service Monthly Charge

Hotel workflow Integration Services/Module Monthly Charge

Add 30, 31

Secure IP Fax (TLS-SRTP) – Trunking thru existing PBX & MDF to RSE (2 Fax Machines per IP Fax Call Path) per month service with 1000 Minutes of Usage (\$0.029 /Min for Overage)

**Cloud Service Options**

4G LTE Voice Backup Service - Monthly Cost for providing diversified path to Hotel over a 4G LTE DO

4G LTE Out of Band Device Management– Monthly Cost for providing Out of Band Manager to Hotel’s Service over a 4G LTE DO diversified path – can be purchased per port per month charge

Anywhere Enabled Number- Monthly cost for a Mobile Phone Client to Paired with Hotel PBX Extension of Hosted PBX user

Automated Attendant - Monthly Cost for a Hotel Auto Attendant

On-Demand Conferencing – Cost per minute for HD Audio Conferencing Solution

Toll Free Number - One Time Cost for 800 Number per unit

Toll Free Usage –Cost per minute on 800 Service billed monthly

Virtual Fax ATA- x ATAs for x Fax - (One-Time Charge/Fax)

Virtual Fax ATA – Basic Monthly charge with 150 Minutes for Analog Adapted Fax Solution ...ATA Charge Separately and Overage is \$0.06 per minute

BluiP Hospitality client for Unified Message and Work Force Automation

Hotel Admin UC Pro

Hotel Staff Add-In UC-Mobile

Integrated Voice Response

**RSE and Hardware Options:**

IP SIP Phones per unit

Backup Admin Phone - Polycom VVX 401

8 Port switch

2 Port ATA for ATA fax Service per unit

UPS Power Back UO per unit

UPS Back UP Cyber Power OR700

Adtran IAD per unit

Wireless 4G LTE Modems per unit

4LTE Expander, Booster and 1 /2 day Installation Labor-8 port Switch

BackUp IP SIP IP Phone per unit

**Revised Exhibit A to Master Agreement**

BackUp Analog Phone per unit

Wall Mount Rack

PDU

Rack Mount Shelf

Server Rack - 4U 19inch Steel Mountable Vertical Rack

RSE Gateway Emergency Backup Hardware + Install

Managed RSE Package with 4G Adapter - Monthly charge for equipment rental, management of on-site equipment and Replacement Warranty

RSE TLS-SRTP Encryption Package for Secure IP Fax (various components may be itemized in the applicable Service Order)

**Hotel Guest Internet Vendor /Voice Support Fees:**

Scheduled ISP/Data Provider (Port, Gateway, IP Address) Change & Support for Guest Internet Provider- One-Time Fee

Un-Scheduled Guest Internet Provider Port, Gateway, IP Address Change affecting BLuIP RSE Hardware-

Trouble Shooting, Reconfiguration and Testing One-Time Fee

**Wireless 4G LTE Backup Extension Equipment, RF Engineering, and Installation Services:**

4G LTE Omni directional Antenna with Brackets and Wiring per unit

4G LTE Signal Booster per unit

On Site RF Engineer to Perform On Site Survey Services per hour charge

On Site Antenna Installation Services per hour charge

**Set-Up and Installation:**

On-Site Service, Project Management, Site Analysis & Equipment Set-Up & Install – One time Cost for Services Provided to Install, Test and Manage Acceptance Plan

Initial On-Site Survey (Complex POTS & fax line Analysis still need)LNP Charge per Number - One Time Cost for Porting Marriott Telephone Numbers

Port Cancellation Fee before 48 hours before FOC date, per number

Port Cancellation Fee after 48 hours before FOC date per number

Port Date Change Fee before 48 hours before FOC date per number

Port Date Change Fee after 48 Hours before FOC date per number

CFRST Only - Bundled Implementation, Install Fee

**PBX Failover Option - HHPBX Service**

Hosted Admin - Pro (monthly-to-month; Term does not apply)

**Attachment A-1  
to Exhibit A**

**“Emergency Calling”**

**IMPORTANT.** BLUIP, INC. (“PROVIDER”) DOES NOT OFFER TRADITIONAL 911 LANDLINE TELEPHONE SERVICES.

PLEASE READ THESE EMERGENCY CALLING TERMS OF SERVICE CAREFULLY, AS THEY STATE IMPORTANT REQUIREMENTS REGARDING CUSTOMER’S USE OF THE EMERGENCY CALLING FEATURE WITH INTERCONNECTED BUSINESS VOIP SERVICE.

PROVIDER IS WILLING TO GRANT TO THE CUSTOMER THE RIGHT TO USE EMERGENCY CALLING WITH INTERCONNECTED BUSINESS VOIP SERVICE ONLY UPON THE CONDITION THAT THE CUSTOMER OR THE ENTITY THAT THE CUSTOMER REPRESENTS (COLLECTIVELY, THE “CUSTOMER”) ACKNOWLEDGES AND ACCEPTS ALL OF THE TERMS CONTAINED IN THIS EXHIBIT MADE AVAILABLE AT THE TIME OF THE ORDER (COLLECTIVELY THE “AGREEMENT”).

IF CUSTOMER DOES NOT ACKNOWLEDGE AND ACCEPT ALL OF THESE TERMS OF SERVICE, THEN BLUIP IS UNWILLING TO GRANT TO THE CUSTOMER THE RIGHT TO USE INTERCONNECTED BUSINESS VOIP SERVICE.

THE FOLLOWING TERMS OF SERVICE GOVERN CUSTOMER’S USE OF EMERGENCY CALLING EXCEPT TO THE EXTENT THERE IS A SEPARATE SIGNED CONTRACT BETWEEN CUSTOMER AND PROVIDER.

**1. EMERGENCY CALLING REQUIREMENTS AND LIMITATIONS.** CUSTOMER acknowledges and accepts that Emergency Calling on Interconnected Business VoIP Service has the following requirements and limitations:

**1.1. CUSTOMER IS REQUIRED TO USE CERTIFIED ENDPOINTS.** Emergency Calling requires a PROVIDER certified hardware device and/or software instance (“Endpoint.”) Use of any uncertified hardware device and/or software instance to place 911 calls is a violation of the Agreement.

**1.2. EMERGENCY CALLING IS NOT COMPATIBLE WITH NON-VOICE EQUIPMENT.** PROVIDER’s Emergency Calling is not compatible with Customer provided Non-Voice Equipment, including, but not limited to, some security systems, modems, and medical monitoring equipment. Using Non-Voice Equipment to place 911 calls is a violation of the Agreement. If CUSTOMER is uncertain whether a specific hardware device and/or software instance qualifies as Non-Voice Equipment, CUSTOMER is required to contact PROVIDER Customer Support for approval before connecting it to Interconnected Business VoIP Service.

**1.3. CUSTOMER IS REQUIRED TO REGISTER PHYSICAL LOCATION.** For each telephone number used by an Endpoint to place 911 calls (“Registered Number”), PROVIDER will register the initial physical property address (“Initial Registered Location”)address but thereafter CUSTOMER is required to register an update or changes to the physical location (“ Updated Registered Location”) with PROVIDER. It is solely the CUSTOMER’s obligation and responsibility to ensure that all Initial Registered Location information is correct, accurate, and submitted in a format specified by PROVIDER. For the purposes of 911 calling, CUSTOMER may only assign one Registered Location at a time to each Registered Number. PROVIDER’s only mechanism for routing 911 calls to the correct emergency call taker is the Registered Location of the Registered Number. PROVIDER is unable to register locations outside of the United States or Canada without a separate signed contract between the CUSTOMER and PROVIDER.

**1.4. CUSTOMER IS REQUIRED TO RE-REGISTER THEIR PHYSICAL LOCATION WHEN AN ENDPOINT IS RELOCATED.** CUSTOMER is required to contact PROVIDER Customer Service and update the Registered Location of the Registered Number whenever the Endpoint’s physical location changes. It may take up to three business days to effectuate an update of a Registered Location.

- 1.5. CUSTOMER IS REQUIRED TO RE-REGISTER THEIR PHYSICAL LOCATION AFTER ADDING, REMOVING, OR CHANGING NUMBERS.** CUSTOMER is required to contact PROVIDER Customer Service and update the Registered Location of a Registered Number whenever it is added, removed, or changed on an Endpoint. It may take up to three business days to effectuate an update of a Registered Location.
- 1.6. CONDITIONS AND LIMITATIONS UNDER WHICH EMERGENCY CALLING IS NOT AVAILABLE.** CUSTOMER acknowledges and agrees that PROVIDER will not be liable for any Emergency Calling outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the following circumstances:
- 1.6.1.if CUSTOMER uses an uncertified hardware device and/or software instance.
  - 1.6.2.if CUSTOMER uses a Non-Voice System that has not received written approval by PROVIDER.
  - 1.6.3.if CUSTOMER fails to provide accurate and correct Registered Location information to PROVIDER for each Registered Number.
  - 1.6.4.if CUSTOMER moves an Endpoint without first contacting PROVIDER Customer Support and successfully updating Registered Location information.
  - 1.6.5.if CUSTOMER moves an Endpoint outside of the United States or Canada.
  - 1.6.6.if CUSTOMER adds, removes, or changes a Registered Number on an Endpoint without first contacting PROVIDER Customer Support and successfully updating the Registered Location information.
  - 1.6.7.if CUSTOMER makes configuration changes to their Interconnected Business VoIP Service through PROVIDER's self-service administrative tools (e.g. myPortal, myPBX, etc.) that prevent the proper routing of Emergency Calling.
  - 1.6.8.if CUSTOMER's broadband IP service used to carry Interconnected Business VoIP calls is interrupted and/or out of service.
  - 1.6.9.if CUSTOMER's equipment or network fails, is not configured correctly, or does not meet PROVIDER's specifications for use with Interconnected Business VoIP service.
  - 1.6.10. if CUSTOMER loses electrical power then a UPS verification will be added to the Acceptance Test plan.
  - 1.6.11. if CUSTOMER's Interconnected Business VoIP service has been suspended, cancelled, or terminated by CUSTOMER or PROVIDER, as a result of those reasons described in the Master Service Agreement.
  - 1.6.12. if there is network congestion outside the control of PROVIDER or its suppliers that results in a long connection time, busy signal, or failure to connect.
  - 1.6.13. if the local emergency service operator receiving PROVIDER's 911 calls does not have a system configured for 911 services or is unable to capture and/or retain Automatic Number or Location Information. In this circumstance, the operator may not know the phone number or physical location of the user who is making the 911 call due to technical factors in network design.

1.6.14. if the local emergency service operating receiving PROVIDER's 911 calls does not promptly or properly answer or route the call or if errors or omissions are made by the operator or the local exchange carrier servicing the operator.

1.6.15. if PROVIDER is conducting Scheduled Maintenance that results in an outage or disruption of either Emergency Calling or the Interconnected Business VoIP Service. The Emergency Calling includes 24x7x365 systems monitoring and administration. The Emergency Calling will be available 24x7x365 except for the Scheduled Maintenance in respect of which CUSTOMER has received at least three (3) days notice. PROVIDER will use commercially reasonable efforts to (i) provide Schedule Maintenance during off-peak business hours (10pm-5 am eastern); and (ii) avoid Schedule Maintenance which impacts all Emergency Calling date centers the same time. Network availability of PROVIDER hosted services shall be 99,999% (Five Nines) availability.

1.6.16. if there is a Force Majeure event, as defined in the Master Service Agreement.

**1.7. CUSTOMER IS REQUIRED TO NOTIFY USERS OF EMERGENCY CALLING LIMITATIONS.** CUSTOMER must notify all potential users who may be present at the physical location where CUSTOMER utilizes Interconnected Business VoIP Service of the limitations of PROVIDER's Emergency Calling.

**1.8. DISCLAIMER OF LIABILITY AND INDEMNIFICATION.** CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT PROVIDER WILL NOT BE LIABLE FOR CUSTOMER'S INABILITY TO DIAL 911 OR ACCESS AN EMERGENCY SERVICE OPERATOR USING PROVIDER, IF THE CUSTOMER FAILS TO MEET THE REQUIREMENTS SET FORTH IN SECTION 1 ABOVE OR IF ANY SUCH INABILITY TO OBTAIN SERVICE OCCURS OUTSIDE OF THE CONTROL OF THE PROVIDER EITHER FROM A THIRD PARTY OR DUE TO CUSTOMER'S FAILURE TO MEET AND MAINTAIN REQUIREMENTS SET FORTH IN SECTION 1. .

IN ADDITION, PROVIDER DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING PROVIDER'S EMERGENCY CALLING SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. PROVIDER DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER AND WILL NOT BE LIABLE FOR THEIR CONDUCT.

PROVIDER RELIES ON INTRADO TO ASSIST IN ROUTING 911 SERVICE CALLS TO LOCAL EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. NEITHER PROVIDER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO PROVIDER'S EMERGENCY CALLING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM PROVIDER'S OR INTRADO'S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT.

**Attachment A-2  
to Exhibit A**

**“Service Level Agreement”**

**IMPORTANT.** BLUIP, INC. (“PROVIDER”) DOES NOT OFFER TRADITIONAL LANDLINE TELEPHONE SERVICE.

PLEASE READ THESE SERVICE LEVEL AGREEMENT TERMS OF SERVICE CAREFULLY, AS THEY DEFINE CUSTOMER’S REMEDY FOR VENDOR’S FAILURE TO MEET THE SERVICE LEVELS HEREIN AND CUSTOMER SHALL RECOVER THE CORRESPONDING “SERVICE LEVEL CREDIT” BELOW. CUSTOMER ACKNOWLEDGES THAT OTHER REMEDIES MAY BE AVAILABLE TO CUSTOMER UNDER THIS MASTER AGREEMENT AND THIS SERVICE LEVEL AGREEMENT, IN EQUITY OR AT LAW FOR SPECIFIC CLAIMS THAT ARISE FROM PROVIDER’S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT.

**1. DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Service Agreement.

**1.1. Endpoint.** A PROVIDER approved hardware or software instance certified for use with Interconnected Business VoIP Service at CUSTOMER’s physical location.

**1.2. Managed Endpoint.** An Endpoint that is exclusively managed and maintained by PROVIDER’s Customer Support.

**1.3. Service Availability.** The availability of PROVIDER’s Interconnected Business VoIP Service to accept registrations and exchange sessions with CUSTOMER Endpoints at CUSTOMER’s physical location.

**1.4. Service Level.** A specific set of metrics that define the performance level of PROVIDER’s Interconnected Business VoIP Service at CUSTOMER’s physical location.

**2. EFFECT OF SERVICE LEVEL CREDITS.** CUSTOMER acknowledges and agrees that credits set forth in this Agreement are a monthly recurring charge adjustment to provide an incentive for PROVIDER’s performance and are not an estimate of the loss or damage that may be suffered by CUSTOMER as a result of PROVIDER’s failure to meet a Service Level.

**3. NON-CUMULATIVE NATURE OF SERVICE LEVEL CREDITS.** CUSTOMER acknowledges and agrees that Service Level credits are not cumulative. CUSTOMER is entitled to one Service Level credit in a billing period, whichever is greatest. In no event shall PROVIDER’s total liability for Service Level credits exceed 100% of the monthly recurring charges for the affected service, whether that Service Level is defined here, or within a separate Agreement.

**4. SERVICE LEVELS**

**4.1. Service Availability.** In the event that CUSTOMER experiences a loss of Service Availability that exceeds 30 seconds during a billing period, except as a direct result of the Service Level Limitations defined in this Agreement, PROVIDER will issue credits for that billing period in accordance with the following guidelines:

<u>Credit Calculation.</u> Credits for the loss of Service Availability will be calculated by multiplying the percentage in the	<b>Percentage Credit</b>
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<p>table below by the CUSTOMER's monthly recurring charges for the Interconnected Business VoIP Service at the effected location: In the event of an Outage, cu shall be entitled to a credit ("Outage Credit"), for those impacted End User Customers, upon written request of the partner within 30 days of the outage. <b>Outage Duration</b></p> <p><b>(Per Site / Per Billing Period)</b></p>	
Up to 30 MIN	10%
30MIN to 4 HOURS	20%
4 HOURS to 12 HOURS	35%
12 HOURS to 16 HOURS	50%
16 HOURS to 24 HOURS	75%
above 24 HOURS	100%

4.1.1. Outage Duration. Outage Duration will start from the date/time that a loss of Service Availability is reported to PROVIDER and a service ticket is created. Outage Duration will end at the date/time that Service Availability has been restored. All Outage Durations will be accumulated over the course of a billing period. The length of time that PROVIDER waits for CUSTOMER to provide site access and/or respond to a service ticket request will not be counted towards the Outage Duration and will not be eligible for credits.

5. **SERVICE LEVEL LIMITATIONS**. CUSTOMER acknowledges and agrees that Service Level credits will not apply for any Service Level which is not achieved as a direct result of any of the following circumstances:

- 5.1. if CUSTOMER uses an uncertified hardware device and/or software instance.
- 5.2. if CUSTOMER uses a Non-Voice System that has not received written approval by PROVIDER.
- 5.3. if CUSTOMER moves an Endpoint without first contacting PROVIDER Customer Support.
- 5.4. if CUSTOMER moves an Endpoint outside of the United States.
- 5.5. if CUSTOMER adds, removes, or changes a telephone number on an Endpoint without first contacting PROVIDER Customer Support.
- 5.6. if CUSTOMER accesses and/or makes changes to the physical and/or logical configuration of a Managed Endpoint without authorization from PROVIDER Customer Support.
- 5.7. if CUSTOMER makes configuration changes to their Interconnected Business VoIP Service through PROVIDER's self-service administrative tools (e.g. myPortal, myPBX, etc.) that prevent the proper routing of calls.

- 5.8.** if CUSTOMER's broadband IP service used to carry Interconnected Business VoIP calls is interrupted and/or out of service and CUSTOMER has failed to maintain a PROVIDER approved backup connection.
- 5.9.** if CUSTOMER elects to decline PROVIDER's Managed Endpoint in favor of a customer managed Endpoint.
- 5.10.** if CUSTOMER's equipment or network fails, is not configured correctly, or does not meet PROVIDER's specifications for use with Interconnected Business VoIP service.
- 5.11.** if CUSTOMER loses electrical power.
- 5.12.** if CUSTOMER's Interconnected Business VoIP service has been suspended, cancelled, or terminated by CUSTOMER or PROVIDER, as a result of those reasons described in the Master Service Agreement.
- 5.13.** if there is network congestion outside the control of PROVIDER or its suppliers that results in a long connection time, busy signal, or failure to connect.
- 5.14.** if PROVIDER is conducting Scheduled Maintenance that results in an outage or disruption of Interconnected Business VoIP Service.
- 5.15.** if there is a Force Majeure event, as defined in the Master Service Agreement.

In Process

**EXHIBIT B  
TO  
THE MASTER SERVICES AGREEMENT  
BETWEEN MARRIOTT INTERNATIONAL ADMINISTRATIVE SERVICES, INC. AND BLUIP, INC.**

**REVISED "FORM OF PROPERTY LEVEL PARTICIPATION AGREEMENT"**

Marriott-managed Properties purchasing Vendor's Services shall execute a Property Level Participation Agreement, substantially in the form of the document ("Property Level Participation Agreement") below. The Property Level Participation Agreement consists of the following:

Property Level Participation Agreement:

Schedule A to Exhibit B- "Property Service Order Form"

Schedule B to Exhibit B – "Emergency Calling"

Schedule C to Exhibit C – "Service Level Agreement"

Attachment B-1 to Exhibit B – "Sample BluiP Order Form"

Sample forms may be changed from time-to-time by Vendor, provided there is no material detrimental impact to the Agreement.

**"PROPERTY LEVEL PARTICIPATION AGREEMENT"**

**1. AGREEMENT REFERENCE:** Reference is hereby made to that certain Master Services Agreement dated as of April 16, 2016 ("Effective Date"), by and between, Marriott International Administrative Services, Inc., a Delaware corporation having its principal place of business at 10400 Fernwood Road, Bethesda, Maryland 20817, on behalf of itself and its Affiliates ("Marriott"), and BluiP, Inc., a Nevada corporation having its principal place of business at 410 South Rampart Blvd., Suite 460, Las Vegas, NV 89145 ("Vendor") (as amended by Vendor and Marriott from time to time, the "Agreement"). Capitalized terms used herein without definition shall have the same definitions as those found in the Agreement. In the event of a conflict between the Agreement, this Participation Agreement, and Service Order Form, the terms of the Agreement shall control and prevail for purposes of the following provisions: Confidentiality; Publicity, Personally Identifiable Information (Article 6); Warranties (Article 9); Insurance (Article 10); Indemnification (Article 11); Term of Agreement (Article 13.1); Termination for Cause (Article 13.3). The order of precedence shall otherwise be, from highest priority to lowest: Service Order, Participation Agreement and Agreement.

**2. ACCEPTANCE OF AGREEMENT; PURCHASE OF SERVICES:** The undersigned Marriott-managed Property ("Property") agrees to be bound by the terms and conditions of the Agreement together with all schedules which are hereby incorporated by reference into this Participation Agreement. The undersigned Property shall have all of the rights and obligations of Marriott under the Agreement except as otherwise set forth herein, and Vendor shall have the same rights and obligations vis-à-vis the undersigned Property as it has with respect to Marriott as the named party under the Agreement.

**3. AUTOMATIC TERMINATION OF AGREEMENT:** In addition to Vendor's termination rights set forth in the Agreement, this Participation Agreement shall terminate automatically with respect to the undersigned Property if the undersigned Property is no longer owned, managed otherwise affiliated with Marriott.

**4. LOCATIONS:** The Services may be used by the undersigned Property solely at the Locations set forth in the applicable Service Order(s).

**5. SERVICES; FEES:** The Services purchased by the undersigned Property together with the fees and the Service Term shall be as set forth in the Order Forms attached hereto as Schedule A.

**6. TERM:** (a) The initial term of this Participation Agreement, and each Service Order hereunder, shall commence upon execution of this Participation Agreement, or Service Order, respectively and shall continue for three (3) years (Initial Term). Vendor shall make reasonable efforts to notify the Property of the impending expiration of the Initial Term. Upon the expiration of the Initial Term, this Participation Agreement, and each Service Order hereunder, shall automatically renew on an annual basis, each such period to be known as the "Renewal Term." The Renewal Term shall be subject to termination for cause or for convenience pursuant to the Agreement and as follows in the below Section 6 (b). The Initial Term and the Renewal Term (separately or collectively) may be referenced as a "Term."

(b) The Property may terminate this Participation Agreement, a Service Order and/or Change Order (in whole or in part) under this Participation Agreement pursuant to Section 13.2 (Termination for Convenience), by notifying Vendor in writing, no less than ninety (90) days prior to the proposed termination date; provided however, the Property shall pay to Vendor: (i) all fees due and payable by the Property to Vendor for all of the Services provided up to the date of termination as pursuant to the Agreement; (ii) Vendor's amortized non-recurring charges, chargeable for the entire original length of the Initial Term, itemized on the Service Order and/or Change Order as applicable (Total Amortized NRC); and if the Property terminates during the Initial Term, then in addition to the all monies comprising the fees under Section 6 (i) and (ii) above, and the Property shall pay to Vendor an early termination fee which will be equal to fifty (50%) percent of the monthly recurring charges (MRC) due through the end of the original length of the Initial Term.

All early termination fees shall be paid within thirty (30) days of termination notice.

**7. Newly Created Deliverables:** The parties agree and acknowledge that there will be no Newly Created Deliverables under this Participation Agreement.

**8. NOTICE:** All notices, requests, instructions, or other documents to be given to the undersigned Property pursuant to the Agreement shall be given in accordance with Section 15.4 of the Agreement to the undersigned Property at the address set forth below:

*[insert property name, address and contact person to receive notices, changes, etc.]*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attn: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Executed as of the \_\_ day of \_\_\_\_\_, 20\_\_.

**BluIP, Inc.**

**[NAME OF MARRIOTT-MANAGED PROPERTY]**

By:

By:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

In Process

**Schedule A to  
Property Level Participation Agreement**

**“Property Service Order Form”**

***[Attach Signed Service Order Form between Property and Vendor]***

**In Process**

**Schedule B to  
Property Level Participation Agreement**

**“Emergency Calling”**

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**1.1. CUSTOMER IS REQUIRED TO USE CERTIFIED ENDPOINTS.** Emergency Calling requires a PROVIDER certified hardware device and/or software instance (“Endpoint.”) Use of any uncertified hardware device and/or software instance to place 911 calls is a violation of the Agreement.

**1.2. EMERGENCY CALLING IS NOT COMPATIBLE WITH NON-VOICE EQUIPMENT.** PROVIDER’s Emergency Calling is not compatible with Customer provided Non-Voice Equipment, including, but not limited to, some security systems, modems, and medical monitoring equipment. Using Non-Voice Equipment to place 911 calls is a violation of the Agreement. If CUSTOMER is uncertain whether a specific hardware device and/or software instance qualifies as Non-Voice Equipment, CUSTOMER is required to contact PROVIDER Customer Support for approval before connecting it to Interconnected Business VoIP Service.

**1.3. CUSTOMER IS REQUIRED TO REGISTER PHYSICAL LOCATION.** For each telephone number used by an Endpoint to place 911 calls (“Registered Number”), PROVIDER will register the initial physical property address (“Initial Registered Location”)address but thereafter CUSTOMER is required to register an update or changes to the physical location (“ Updated Registered Location”) with PROVIDER. It is solely the CUSTOMER’s obligation and responsibility to ensure that all Initial Registered Location information is correct, accurate, and submitted in a format specified by PROVIDER. For the purposes of 911 calling, CUSTOMER may only assign one Registered Location at a time to each Registered Number. PROVIDER’s only mechanism for routing 911 calls to the correct emergency call taker is the Registered Location of the Registered Number. PROVIDER is unable to register locations outside of the United States or Canada without a separate signed contract between the CUSTOMER and PROVIDER.

- 1.4. CUSTOMER IS REQUIRED TO RE-REGISTER THEIR PHYSICAL LOCATION WHEN AN ENDPOINT IS RELOCATED.** CUSTOMER is required to contact PROVIDER Customer Service and update the Registered Location of the Registered Number whenever the Endpoint's physical location changes. It may take up to three business days to effectuate an update of a Registered Location.
- 1.5. CUSTOMER IS REQUIRED TO RE-REGISTER THEIR PHYSICAL LOCATION AFTER ADDING, REMOVING, OR CHANGING NUMBERS.** CUSTOMER is required to contact PROVIDER Customer Service and update the Registered Location of a Registered Number whenever it is added, removed, or changed on an Endpoint. It may take up to three business days to effectuate an update of a Registered Location.
- 1.6. CONDITIONS AND LIMITATIONS UNDER WHICH EMERGENCY CALLING IS NOT AVAILABLE.** CUSTOMER acknowledges and agrees that PROVIDER will not be liable for any Emergency Calling outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the following circumstances:
- 1.6.1.if CUSTOMER uses an uncertified hardware device and/or software instance.
  - 1.6.2.if CUSTOMER uses a Non-Voice System that has not received written approval by PROVIDER.
  - 1.6.3.if CUSTOMER fails to provide accurate and correct Registered Location information to PROVIDER for each Registered Number.
  - 1.6.4.if CUSTOMER moves an Endpoint without first contacting PROVIDER Customer Support and successfully updating Registered Location information.
  - 1.6.5.if CUSTOMER moves an Endpoint outside of the United States or Canada.
  - 1.6.6.if CUSTOMER adds, removes, or changes a Registered Number on an Endpoint without first contacting PROVIDER Customer Support and successfully updating the Registered Location information.
  - 1.6.7.if CUSTOMER makes configuration changes to their Interconnected Business VoIP Service through PROVIDER's self-service administrative tools (e.g. myPortal, myPBX, etc.) that prevent the proper routing of Emergency Calling.
  - 1.6.8.if CUSTOMER's broadband IP service used to carry Interconnected Business VoIP calls is interrupted and/or out of service.
  - 1.6.9.if CUSTOMER's equipment or network fails, is not configured correctly, or does not meet PROVIDER's specifications for use with Interconnected Business VoIP service.
  - 1.6.10. if CUSTOMER loses electrical power then a UPS verification will be added to the Acceptance Test plan.
  - 1.6.11. if CUSTOMER's Interconnected Business VoIP service has been suspended, cancelled, or terminated by CUSTOMER or PROVIDER, as a result of those reasons described in the Master Service Agreement.
  - 1.6.12. if there is network congestion outside the control of PROVIDER or its suppliers that results in a long connection time, busy signal, or failure to connect.

- 1.6.13. if the local emergency service operator receiving PROVIDER's 911 calls does not have a system configured for 911 services or is unable to capture and/or retain Automatic Number or Location Information. In this circumstance, the operator may not know the phone number or physical location of the user who is making the 911 call due to technical factors in network design.
- 1.6.14. if the local emergency service operating receiving PROVIDER's 911 calls does not promptly or properly answer or route the call or if errors or omissions are made by the operator or the local exchange carrier servicing the operator.
- 1.6.15. if PROVIDER is conducting Scheduled Maintenance that results in an outage or disruption of either Emergency Calling or the Interconnected Business VoIP Service. The Emergency Calling includes 24x7x365 systems monitoring and administration. The Emergency Calling will be available 24x7x365 except for the Scheduled Maintenance in respect of which CUSTOMER has received at least three (3) days notice. PROVIDER will use commercially reasonable efforts to (i) provide Schedule Maintenance during off-peak business hours (10pm-5 am eastern); and (ii) avoid Schedule Maintenance which impacts all Emergency Calling date centers the same time. Network availability of PROVIDER hosted services shall be 99,999% (Five Nines) availability.
- 1.6.16. if there is a Force Majeure event, as defined in the Master Service Agreement.
- 1.7. CUSTOMER IS REQUIRED TO NOTIFY USERS OF EMERGENCY CALLING LIMITATIONS.** CUSTOMER must notify all potential users who may be present at the physical location where CUSTOMER utilizes Interconnected Business VoIP Service of the limitations of PROVIDER's Emergency Calling.
- 1.8. DISCLAIMER OF LIABILITY AND INDEMNIFICATION.** CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT PROVIDER WILL NOT BE LIABLE FOR CUSTOMER'S INABILITY TO DIAL 911 OR ACCESS AN EMERGENCY SERVICE OPERATOR USING PROVIDER, IF THE CUSTOMER FAILS TO MEET THE REQUIREMENTS SET FORTH IN SECTION 1 ABOVE OR IF ANY SUCH INABILITY TO OBTAIN SERVICE OCCURS OUTSIDE OF THE CONTROL OF THE PROVIDER EITHER FROM A THIRD PARTY OR DUE TO CUSTOMER'S FAILURE TO MEET AND MAINTAIN REQUIREMENTS SET FORTH IN SECTION 1. .

IN ADDITION, PROVIDER DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING PROVIDER'S EMERGENCY CALLING SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. PROVIDER DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER AND WILL NOT BE LIABLE FOR THEIR CONDUCT.

PROVIDER RELIES ON INTRADO TO ASSIST IN ROUTING 911 SERVICE CALLS TO LOCAL EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. NEITHER PROVIDER NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO PROVIDER'S EMERGENCY CALLING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM PROVIDER'S OR INTRADO'S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT.

**Schedule C to  
Property Level Participation Agreement**

**“Service Level Agreement”**

**IMPORTANT.** BLUIP, INC. (“PROVIDER”) DOES NOT OFFER TRADITIONAL LANDLINE TELEPHONE SERVICE.

PLEASE READ THESE SERVICE LEVEL AGREEMENT TERMS OF SERVICE CAREFULLY, AS THEY DEFINE CUSTOMER’S REMEDY FOR VENDOR’S FAILURE TO MEET THE SERVICE LEVELS HEREIN AND CUSTOMER SHALL RECOVER THE CORRESPONDING “SERVICE LEVEL CREDIT” BELOW. CUSTOMER ACKNOWLEDGES THAT OTHER REMEDIES MAY BE AVAILABLE TO CUSTOMER UNDER THIS MASTER AGREEMENT AND THIS SERVICE LEVEL AGREEMENT, IN EQUITY OR AT LAW FOR SPECIFIC CLAIMS THAT ARISE FROM PROVIDER’S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT.

**1. DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Service Agreement.

**1.1. Endpoint.** A PROVIDER approved hardware or software instance certified for use with Interconnected Business VoIP Service at CUSTOMER’s physical location.

**1.2. Managed Endpoint.** An Endpoint that is exclusively managed and maintained by PROVIDER’s Customer Support.

**1.3. Service Availability.** The availability of PROVIDER’s Interconnected Business VoIP Service to accept registrations and exchange sessions with CUSTOMER Endpoints at CUSTOMER’s physical location.

**1.4. Service Level.** A specific set of metrics that define the performance level of PROVIDER’s Interconnected Business VoIP Service at CUSTOMER’s physical location.

**2. EFFECT OF SERVICE LEVEL CREDITS.** CUSTOMER acknowledges and agrees that credits set forth in this Agreement are a monthly recurring charge adjustment to provide an incentive for PROVIDER’s performance and are not an estimate of the loss or damage that may be suffered by CUSTOMER as a result of PROVIDER’s failure to meet a Service Level.

**3. NON-CUMULATIVE NATURE OF SERVICE LEVEL CREDITS.** CUSTOMER acknowledges and agrees that Service Level credits are not cumulative. CUSTOMER is entitled to one Service Level credit in a billing period, whichever is greatest. In no event shall PROVIDER’s total liability for Service Level credits exceed 100% of the monthly recurring charges for the affected service, whether that Service Level is defined here, or within a separate Agreement.

**4. SERVICE LEVELS**

**4.1. Service Availability.** In the event that CUSTOMER experiences a loss of Service Availability that exceeds 30 seconds during a billing period, except as a direct result of the Service Level Limitations defined in this Agreement, PROVIDER will issue credits for that billing period in accordance with the following guidelines:

<u>Credit Calculation.</u> Credits for the loss of Service Availability will be calculated by multiplying the percentage in the	<b>Percentage Credit</b>
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table below by the CUSTOMER's monthly recurring charges for the Interconnected Business VoIP Service at the effected location: In the event of an Outage, cu shall be entitled to a credit ("Outage Credit"), for those impacted End User Customers, upon written request of the partner within 30 days of the outage. <b>Outage Duration (Per Site / Per Billing Period)</b>	
Up to 30 MIN	10%
30MIN to 4 HOURS	20%
4 HOURS to 12 HOURS	35%
12 HOURS to 16 HOURS	50%
16 HOURS to 24 HOURS	75%
above 24 HOURS	100%

4.1.1. Outage Duration. Outage Duration will start from the date/time that a loss of Service Availability is reported to PROVIDER and a service ticket is created. Outage Duration will end at the date/time that Service Availability has been restored. All Outage Durations will be accumulated over the course of a billing period. The length of time that PROVIDER waits for CUSTOMER to provide site access and/or respond to a service ticket request will not be counted towards the Outage Duration and will not be eligible for credits.

5. **SERVICE LEVEL LIMITATIONS**. CUSTOMER acknowledges and agrees that Service Level credits will not apply for any Service Level which is not achieved as a direct result of any of the following circumstances:

- 5.1. if CUSTOMER uses an uncertified hardware device and/or software instance.
- 5.2. if CUSTOMER uses a Non-Voice System that has not received written approval by PROVIDER.
- 5.3. if CUSTOMER moves an Endpoint without first contacting PROVIDER Customer Support.
- 5.4. if CUSTOMER moves an Endpoint outside of the United States.
- 5.5. if CUSTOMER adds, removes, or changes a telephone number on an Endpoint without first contacting PROVIDER Customer Support.
- 5.6. if CUSTOMER accesses and/or makes changes to the physical and/or logical configuration of a Managed Endpoint without authorization from PROVIDER Customer Support.
- 5.7. if CUSTOMER makes configuration changes to their Interconnected Business VoIP Service through PROVIDER's self-service administrative tools (e.g. myPortal, myPBX, etc.) that prevent the proper routing of calls.
- 5.8. if CUSTOMER's broadband IP service used to carry Interconnected Business VoIP calls is interrupted and/or out of service and CUSTOMER has failed to maintain a PROVIDER approved backup connection.

- 5.9.** if CUSTOMER elects to decline PROVIDER's Managed Endpoint in favor of a customer managed Endpoint.
- 5.10.** if CUSTOMER's equipment or network fails, is not configured correctly, or does not meet PROVIDER's specifications for use with Interconnected Business VoIP service.
- 5.11.** if CUSTOMER loses electrical power.
- 5.12.** if CUSTOMER's Interconnected Business VoIP service has been suspended, cancelled, or terminated by CUSTOMER or PROVIDER, as a result of those reasons described in the Master Service Agreement.
- 5.13.** if there is network congestion outside the control of PROVIDER or its suppliers that results in a long connection time, busy signal, or failure to connect.
- 5.14.** if PROVIDER is conducting Scheduled Maintenance that results in an outage or disruption of Interconnected Business VoIP Service.
- 5.15.** if there is a Force Majeure event, as defined in the Master Service Agreement.

In Process

