

Additional Terms for Hotel Telephony

THIS AGREEMENT ("Agreement") is between **Septrivium, Inc. d/b/a GrayMatter Networks** ("we," "us," "GrayMatter Networks", "GMN") and the Customer ("you," "user" or "Customer") of **GrayMatter Networks'** Business Voice over Internet Protocol ("VoIP") service ("Service" or "Account"), which shall include any devices, such as **The Brainbox (™)**, an IP phone, Multimedia Terminal Adapter, Analog Telephone Adapter or any other IP connection device ("Device" or "Equipment"), used in conjunction with the Service.

By activating and using the Service, you acknowledge that you have read and understood these Terms and Conditions of Service and represent that you are legally empowered by your company to enter this Agreement and become bound by its terms. In addition, you understand and agree that you are also bound by the terms of GrayMatter Networks' applicable state and/or federal tariffs, rate schedules, and public disclosures, which are incorporated into this Agreement by reference.

EMERGENCY SERVICES

911/E911 Differences in Availability and Operation of Emergency Dialing Service ("911" or "E911"):

You acknowledge and understand that the Service does NOT function or connect the same way as traditional copper, fiber or wireline telecommunications support for traditional 911 or E911 access to emergency services. In particular, certain features of "E911" may not be available in all areas or technically feasible via this Service and, depending on the circumstances, an End User may not be connected to a Public Safety Answering Point ("PSAP")/emergency operator, or, if connected, the PSAP/emergency operator may not have information on an End User's address. You also understand that GrayMatter Networks may provide Emergency Services via different methods in different areas, and that GrayMatter Networks does not warranty or guarantee the availability of any particular method of Emergency Services provision. In some instances, the Emergency Services provisioning method may require that the Emergency Services caller be able to communicate their location, telephone number, or identity verbally to the Emergency Services call taker. Additionally, Customer understands that the Emergency Services call taker may not have the ability to call back an End User who is disconnected for any reason from an Emergency Services Call. Additionally, you acknowledge and understand that 911/E911 services may currently be unavailable in the geographic location in which you plan to use the service. You understand and agree that prior to Service activation; you must familiarize yourself with, and acknowledge the limitations of 911/E911 dialing associated with the Service.

911 Requires Account Activation

You acknowledge and understand that 911 dialing, when available, does not function unless you have successfully activated your Account and provided a proper Registered Location, i.e., the address where emergency personnel will respond in the event you dial 911.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU WILL NOT BE ABLE TO ACCESS 911 EMERGENCY SERVICES FROM YOUR VOIP SERVICE UNLESS IT IS AVAILABLE IN YOUR LOCATION AND UNTIL YOU HAVE COMPLETED THE E911/911 ACKNOWLEDGEMENT PROCESS AND HAVE ACTIVATED YOUR SERVICE.

The activation process is available by contacting GrayMatter Network's provisioning team at provisioning@graymatternetworks.com

SERVICE

Service is offered for the contract length as determined and indicated on the service agreements provided to and signed by customer. Service is offered on a calendar-month basis for an initial term that begins on the date GrayMatter Networks activates your Service and ends on the last day of the month of your activation. Subsequent terms of this Agreement renew automatically on a monthly basis without further action by you unless you give GrayMatter Networks written notice of non-renewal at least thirty [30] days before the end of the monthly term in which the notice is given. If you terminate Service prior to the end of a monthly term, you will be responsible for the full month's charges to the end of the then-current term and any and all outstanding charges. If you transfer or port your phone number to another service provider, you must contact GrayMatter Networks to cancel you services that we are providing to you.

YOU ACKNOWLEDGE AND UNDERSTAND THAT YOUR VOIP SERVICE IS DEPENDENT ON YOUR BROADBAND CONNECTION, AND THE AVAILABILITY OF AN ADEQUATE POWER SUPPLY AND CORRECT DEVICE CONFIGURATION AT YOUR LOCATION. GRAYMATTER NETWORKS DOES NOT GUARANTEE THAT THE SERVICE WILL BE CONTINUOUS OR ERROR-FREE. IN ADDITION, SERVICE MAY, FROM TIME TO TIME BE INTERRUPTED FOR EQUIPMENT, NETWORK, OR FACILITY UPGRADES OR MODIFICATIONS.

Bundled Service

You acknowledge and agree that your Services are offered on a bundled basis (including local, toll, long distance and international service) and cannot be separated. You acknowledge that these services (local, toll, and long distance) are not available individually, and to maintain each of the services in the bundle, you must maintain the others on the same service line. Should you wish to change any of these service providers from GrayMatter Networks, you will terminate your Service with GrayMatter Networks.

Lawful Use of Service and Device / Prohibited Uses

You agree to use the Service and Device only for lawful purposes. This means you agree not to use them for transmitting or receiving any communication or material of any kind, when, in GrayMatter Networks' sole judgment, the transmission, receipt or possession of such communication could reasonably constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. GrayMatter Networks reserves the right to terminate your service immediately and without advance notice if GrayMatter Networks, in its sole discretion, believes that you have violated the above restrictions, or any applicable tariff term, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus an equipment non-return fee, all of which immediately become due and payable, as may be permitted under applicable law. You are responsible for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you and agree to indemnify and hold harmless GrayMatter Networks against any and all liability for any such use that fails to comply with this Section.

If GrayMatter Networks, in its sole discretion, believes that you have violated the above restrictions, GrayMatter Networks may forward the objectionable material, as well as your communications with GrayMatter Networks and your identifiable information to the appropriate authorities for investigation and prosecution.

Loss of Service Due to Power Failure

You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply to your Device or at any point in your transmission path; the Service will not function until power is restored. A power failure or disruption may require the Customer to reset or reconfigure equipment, including your Device or any connecting equipment in your transmission path, prior to using the Service. Power disruptions or failures will also prevent dialing to emergency service numbers including any 911 calling feature that may be activated in or accessed by your Service.

Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials provided or offered by GrayMatter Networks and GrayMatter Networks' website(s) are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All GrayMatter Networks' websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") are and shall remain the exclusive property of GrayMatter Networks and nothing in this Agreement shall grant you the right or license to use such marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement, and that the Device is exclusively for use in connection with the Service. If you decide to use the Service through an interface device not provided by GrayMatter Networks, which GrayMatter Networks reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify and hold harmless GrayMatter Networks against any and all liability arising out of your use of such interface device with the Service.

Tampering with the Device

You agree not to change the electronic serial number or equipment identifier of the Device without express permission from GrayMatter Networks in each instance.

Theft of Service

You agree to notify GrayMatter Networks immediately, by calling the GrayMatter Networks customer service line, if the Device or Service is stolen, your account username and/or password are compromised or if you suspect or become aware at any time that your Service is being stolen or fraudulently used. You will be liable for all use of the Service using a Device, Access Code, Account Username and/or Password,

Trunk Credentials, stolen from you, and any and all stolen Service or fraudulent use of the Service until GrayMatter Networks is informed of the theft.

Delivery and Warranty of Device; Ownership of the Device

If Customer receives cartons and/or Devices that are visibly damaged through no fault of Customer, you are responsible for noting the damage on the carrier's freight bill or receipt and keeping a copy. Keep the original carton, all packing materials and parts intact and contact GrayMatter Networks' customer service department at support@graymatternetworks.com or +1 (646) 401-0830 immediately. While Customer agrees that it accepts its Device "as is," Customer may be entitled to replacement or refund in the event of a defect if Customer has satisfied payment obligations under section "Payment" herein. Nothing in these terms should be construed to confer any title, rights of ownership, or other property rights to you, the Customer.

Telephone Number Transfer on Service Termination

Where available, if requested in writing before or with termination of your Service, GrayMatter Networks will release the telephone number(s) you obtained from GrayMatter Networks for your Service or transferred to GrayMatter Networks for use with your Service to your new service provider if that service provider is able to accept such number. If however you have transferred this number to GrayMatter Networks and have been with GrayMatter Networks for less than six months at the time you request for GrayMatter Networks to release your number, GrayMatter Networks reserves the right to charge you a porting fee of \$50.00 or less to cover costs associated with the original transfer of the number to GrayMatter Networks and the cost of such transfer from GrayMatter Networks to your new service provider.

Features

All features of this Service are subject to availability, class of service, suitability of Customer's broadband connection and Customer's available bandwidth at the time of attempted use by Customer. Features may be discontinued and/or currently free-of-charge features may be reclassified as Advanced (chargeable) Features at any time

BILLING AND PAYMENT

Billing

Customer will be billed monthly in amounts based on the Service plan selected by the Customer. Service plan charges and rates can be found by contacting support@graymatternetworks.com or will be based on quote submitted by GrayMatter Networks and agreed upon by customer. Any additional calls that are not

included in the monthly fee will be charged on a per minute usage basis. You can view the rates for calls placed over your Service at www.graymatternetworks.com. Billing will be rounded up to the nearest penny for each call. Usage charges will be billed on either a per-minute or per-message basis, as specified on the Customer's sales order form. Calls billed on a per-minute basis will be timed in one-minute increments and billed by rounding to the next whole minute

Payment

You agree to pay by bank check, wire transfer or other method agreed upon by GrayMatter Networks and Customer. Customer is responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility, telecommunications or other taxes, fees, or surcharges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service or a Device. Such amounts are in addition to payment for the Service or Devices and will be billed to your Account. If payment is not made when due hereunder, simple interest shall accrue on the overdue balance at an interest rate of one and a half per cent (1.5%) per month or the maximum amount of interest which may legally be charged on an open account, whichever is less. Interest charges shall be prorated on a daily basis for partial months, and on thirty (30) day month basis. Further, in the event of non-payment, GrayMatter Networks may suspend or terminate service to Customer without any liability to GrayMatter Networks as permitted by applicable law.

Non Payment and Chargebacks

You agree that in the event of non payment or GrayMatter Networks' inability to collect funds from you for any reason including but not limited to; Returned Check, rejected wire transfer, or any other reason that your payment can not be processed, debited, or collected GrayMatter Networks will attempt to contact you and if unsuccessful, or if successful in making contact with you but an alternate payment method is not provided, GrayMatter Networks will suspend services to you and may charge a reactivation fee of up to forty five (45) dollars per line. In the event that your account remains in suspension for 15 days or more, GrayMatter Networks may terminate services completely and this may result in you losing your numbers. In the event that after your account is terminated by GrayMatter Networks, you wish to re- open your account, this will be done at GrayMatter Networks' sole discretion and may require an additional security deposit and will require payment of an activation fee up to sixty (60) dollars per line. Furthermore, in the event that GrayMatter Networks can get your numbers back, and you wish to have them back, GrayMatter Networks may charge you a reactivation fee per number up to fifteen (15) dollars.

WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

Limitation of Liability

GrayMatter Networks shall not be liable for any delay or failure to provide the Service, including 911 dialing and related services, at any time or from time to time, or for any interruption or degradation of

voice quality caused by any of the following: 1.) act or omission of an underlying carrier, service provider, vendor, or other third party; 2.) equipment, network or facility failure; 3.) equipment, network, or facility upgrade or modification; 4.) force majeure events such as but not limited to, acts of god, strikes, fire, war, riot, government actions; 5.) equipment, network, or facility shortages; 6.) equipment or facility relocation; 7.) service, equipment, network or facility failure caused by the loss of power to Customer; 8) your failure to provide an accurate address at which you plan to use the Service and where you want emergency service personnel to respond when you dial 911 (if you are in a geographic region in which 911/E911 is available); or 9.) any other cause beyond GrayMatter Networks' control, including without limitation, the failure of incoming or outgoing communications, the inability of communications to be connected or completed, including 911 dialing, or degradation of voice quality. Should any liability result despite the language in this section, GrayMatter Networks' liability for any failure or mistake shall in no event exceed Service charges with respect to the affected time period.

No Consequential Damages

In no event shall GrayMatter Networks, its officers, directors, employees, affiliates, agents, or any other service provider who furnishes services to Customer in connection with this Agreement or the Service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use the Service, including unavailability of 911 dialing service, or access to emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, products liability, tort, and any and all other theories of liability, and apply whether or not GrayMatter Networks was informed of the likelihood of any particular type of damages.

Indemnification

Customer agrees to defend, indemnify, and hold harmless GrayMatter Networks, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, the Service, including 911 dialing, or the Device. This paragraph shall survive termination of this Agreement.

No Warranties on Service

GrayMatter Networks makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness of the Service or the Device for a particular purpose. GrayMatter Networks does not warrant that the Service, including the 911 dialing component (when available), will be free of failure, delay, interruption, error, and degradation of voice quality or loss of content, data or information. Neither GrayMatter Networks nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes services or products to Customer in connection with

this Agreement or the Service will be liable for unauthorized access to GrayMatter Networks' or Customer's transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, Customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of GrayMatter Networks or its service provider's or vendors' negligence. Statements and descriptions concerning the Service or Device, if any, by GrayMatter Networks or GrayMatter Networks' agents or installers are informational and are not given as a warranty of any kind.

No Third Party Beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

GOVERNING LAW / RESOLUTION OF DISPUTES

Mandatory Arbitration

Any dispute or claim between Customer and GrayMatter Networks arising out of or relating to the Service or Device provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join a punitive or certified class action to arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial

Governing Law/No Waiver/Severability

The Agreement and the relationship between you and GrayMatter Networks shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and GrayMatter Networks agree to submit to the personal and exclusive jurisdiction of the courts located within New York consistent with resolution of disputes pursuant to section

Above

The failure of GrayMatter Networks to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still

valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

Privacy

Because the Service may utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications over which GrayMatter Networks has no control, GrayMatter Networks is not liable for any lack of privacy that may be experienced with regard to the Service.

CHANGES; NOTICES

Except where expressly prohibited by law, the Customer agrees to accept notices to this agreement electronically, either by email or web site posting. Notices to Customer of any changes to these "Terms and Conditions of Service" shall be considered given when posted to the "Service Announcements" section of the GrayMatter Networks Web Site. Notice will be considered received by Customer, and such changes will become binding on Customer, on the date posted to the GrayMatter Networks Web Site, and no further notice by GrayMatter Networks is required.

ENTIRE AGREEMENT

This Agreement, the 911/E911 agreement, any Terms of Services or other rules now or hereafter specified by GrayMatter Networks for the Service, public disclosures and/or any applicable tariff(s) on file with the applicable state utility commission or FCC shall constitute the entire agreement between GrayMatter Networks and Customer with respect to the subject matter hereof, and supersedes all previous written agreements between GrayMatter Networks and Customer with respect to the services provided hereunder. Acceptance of the Service shall constitute acceptance of the terms and conditions herein.