



SkyTel Service Instructions



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Welcome to SkyTel

And welcome to BlackBerry™ by SkyTel® service. We're pleased you've chosen to use the world's most advanced messaging network, and we're confident that you and your contacts will find it to be the most convenient and comprehensive wireless email and messaging service ever.

BlackBerry by SkyTel integrates with your corporate email account providing a wireless extension of your desktop email. Read, compose, forward, reply, delete, or file messages from the palm of your hand, all without wires. Always on, you can send complete emails and messages to all of your contacts without ever picking up a phone or turning on your computer. Your messages can be up to 2,000 characters each.

When you're back at your desk, synchronize your handheld with your desktop mailbox and all activity between the desktop and handheld will be instantly coordinated.

Interactive 2-Way Messaging

With SkyTel, you get the added benefits of our 2-Way messaging system. Your contacts can reach you by toll-free phone number to leave numeric and text messages. You can send messages directly from SkyTel handhelds, by using the SkyTel website or with free messaging software. By combining these features with BlackBerry by SkyTel, your wireless communication options are nearly limitless.

This guide is designed to help you understand the many ways that SkyTel 2-Way services can enhance your BlackBerry service and RIM handheld to improve and simplify communication. The SkyTel system allows you to communicate with other SkyTel subscribers by phone and internet, regardless of their level of SkyTel service — numeric or alphanumeric, one-way or 2-way — and for nonsubscribers to communicate with you.

Guaranteed Message Delivery - You can relax with SkyTel. When you travel outside a coverage area, or if your battery is dead, SkyTel stores any new messages sent to you for up to 72 hours, delivering them automatically when you return to full-service coverage. When you're outside a covered area for an extended period, check your SkyTel messages via the Internet or telephone at no extra charge. (BlackBerry emails are not available through SkyTel Message Recall.)

Local Coverage that Follows You Nationwide - With BlackBerry by SkyTel, your coverage follows you nationwide automatically. You'll receive your email and messages in any of the thousands of cities and towns where coverage is available. And there's never an extra fee for roaming when you travel.

Questions?

If you have questions about services not addressed in this guide, please contact your Sales Representative, call the BlackBerry by SkyTel Customer Service desk at 1-866-759-1000, or send an email to wireless-support@wcom.com

Getting Started

The features and options you've added to your BlackBerry by SkyTel service determine the options available to you on the SkyTel System. In the following instructions, you may find that some options are unavailable to you.

Ready to get started?

Follow these easy steps and you're on your way.

1. Record your SkyTel Pager Numbers

Your SkyTel Pager Number and Subscriber Security Code are printed on the outside label of your handheld packaging. These numbers allow you to use SkyTel messaging functions in addition to the wireless email provided through your BlackBerry by SkyTel features. Please record them below for your reference:

SkyTel Pager Number (PIN) _____

- **You have a Personal Access Number** if your SkyTel Pager Number (PIN) is 10 digits beginning with a toll-free prefix. Telephone contacts dial your SkyTel Pager Number directly and have immediate access to your SkyTel messaging functions. The first thing they'll hear is your personal greeting (see page 8) followed by a list of options to send you messages.
- **If your SkyTel Pager Number (PIN) is 7 digits**, contacts dial 1-800-SKYTEL-2 to access the SkyTel messaging system, then enter your PIN at the first prompt.

Your Subscriber Security Code allows you to access your subscriber functions through the SkyTel 2-way system and on the SkyTel website. For example, you will need your Security Code to record your telephone greetings and check your messages.

Subscriber Security Code _____

2. Let your colleagues, family and friends know how to reach you.

- With BlackBerry by SkyTel, the only email address you'll need to publish is your corporate email address. Once your server software and handheld have been configured by your email administrator, your email will be delivered to your desktop and your RIM handheld.
- While surfing the Web, your contacts can reach you through the SkyTel website. Have your contacts log on to www.skytel.com and click on Send A Message. It's easy! The website will ask for your SkyTel Pager Number (PIN).
- Your contacts can send messages on any modem-equipped computer using free SkyTel Access® software and your SkyTel Pager Number (PIN). Copies can be downloaded from the SkyTel website customer service area at www.skytel.com.
- Contacts can use the instructions on page 9 at any time to send you a numeric message using a touch-tone telephone. If you have added optional SkyTalk voice mail or Operator Dispatch services, callers have the option of leaving a private voice message or dictating a message to a SkyTel operator.

SkyTel On-line Services

Wireless Internet Email

With BlackBerry by SkyTel, you have a true extension of your desktop email. Email sent to your desktop will also be sent to your handheld. Responses from your handheld appear to the recipient as if you are sitting at your desk.

- Once the BlackBerry Enterprise Server and your BlackBerry desktop software are properly set up, you will automatically receive your corporate email on your handheld. Your desktop email will be checked every few minutes. When new email arrives, your handheld will receive a preview message. You can request to receive more of the email - up to 4,000 total characters. When you respond to the email from your handheld, it will appear exactly as if it came from your desktop email.
- To send email from your handheld, simply address your message to another email address — just like you would on your desktop.

SkyTel Messaging Software

SkyTel Messaging Software allows you to send messages from any modem-equipped computer to other SkyTel customers using SkyTel Pager Numbers (PINs). Simply visit the customer service area on www.skytel.com and download the software compatible with your operating system. Features vary by program, but all packages streamline messaging and enhance your ability to organize, track and log your messaging communications.

Note: SkyTel Messaging Software is for use in the United States only. SkyTel subscribers located outside of the U.S. should not use this software.

Send-a-Message

Log on to the Send-a-Message page at www.skytel.com and follow the steps below to send a message to any SkyTel text-messaging customer. It's as easy as 1, 2, 3.

Step 1: Enter the customer's SkyTel Pager Number (PIN).

Enter the number without any spaces or punctuation.

Step 2: Type your message.

Be sure to add your name at the end so the recipient knows who sent the message.

- The recipient's handheld and type of service will determine the length of message you can send. Click on the field label for guidelines.
- Click on the Character Count button after you've typed the message to see

how many characters you've entered. (A character is any letter, number, punctuation, special character or space.)

Step 3: Enter a Response Address (optional).

SkyTel 2-Way customers can respond to your message directly from their device if you supply a response address. This address can be your SkyTel Pager Number, or your email address.

Personal Messaging

SkyTel Personal Messaging lets you create your own personal messaging area. Setting up your account is quick and easy. Best of all, it's completely free! With SkyTel Personal Messaging you can:

- set up and maintain your own personal address book for individuals and groups
- send messages to several addresses at once
- add a custom "signature" to each message
- direct replies back to your email address
- and more...

To reach the Personal Messaging area, click the Personal Messaging link at the bottom of the Send-A-Message page.

Customer Service Settings and Features

The Customer Service area of www.skytel.com provides on-line access directly to your SkyTel settings and features. You will be asked to enter your SkyTel Pager Number and Subscriber Security Code when you select a function.

Access My Services

- Change My SkyTel Settings gives you access to your Subscriber Security Code, your Operator Dispatch greeting and your Reply ID.
- Manage My Messages gives you access to Message Recall so that you can read your text messages on-line, and allows you to forward your text and voice messages.

Check Message Recall

With Message Recall, you never have to worry about losing messages. You can pick up your SkyTel messages* even if your handheld is turned off or if you are outside a coverage area for an extended period. 2-Way messages are stored for up to 72 hours. (*NOTE: your BlackBerry and desktop emails are not stored in Message Recall.)

Log on to www.skytel.com to retrieve your messages.

- Click on Customer Service.
- Click on Check Message Recall.
- Log on using your SkyTel Pager Number and your Security Code.
In a few moments, the display will show all of the messages sent to you for the past 72 hours.
- All text and voice messages sent to your SkyTel Pager Number will be available for review.
- If the message was sent using a 2-Way messaging device or SkyTel Access software with a pager number reply address, the number appears in the "From" column. Click on the number to send an immediate reply.
- While you're on line, you can check for new messages by selecting "Refresh Inbox" at the bottom of the form, then clicking the "Perform Action" button.

Check SkyTel Coverage

Before you start your next business trip, make sure you are covered.

Log on to www.skytel.com, then click on Coverage.

1. Select Wireless Email Network.
2. Enter a complete address, a city and state, or a zip code, then click on Locate.
Once your map appears, you can zoom in or out with ease, locating the exact spots you'll be visiting.

Traditional Messaging Services

SkyTel traditional messaging services expand your communication options by adding telephone access to your BlackBerry wireless email features. Contacts who prefer to reach you by telephone can call to leave numeric, voice and text messages, depending on the options you've added to your SkyTel service.

Record your Personal Greeting(s)

Your personalized greeting lets your callers know immediately that they have reached you. Change your greeting as often as you wish to provide callers with your travel plans, business updates or other important information. The following options are available.

- 1. Record a Subscriber Name** - to identify yourself so people are sure they've reached you (e.g., "John Doe"). The name you record is heard inside an automated SkyTel greeting.
- 2. Record a SkyTalk Voice Mail Greeting** - if you've added the SkyTalk option, for anyone leaving you a SkyTalk voice message (e.g., "This is John Doe. You've reached my SkyTalk mailbox. Please leave me a voice mail message. My handheld will notify me immediately and I will call you back as soon as possible.").
- 3. Record a Personal Access Greeting** - if you purchased a Personal Access Number, so you can greet callers in your own voice and walk them through the steps to leave you a message (e.g., "Hi, this is John Doe. Please follow the prompts to either leave me a numeric or voice mail message or dictate a message to a SkyTel operator.").

To Add the Personalized Greetings Described Above:

1. Dial your Personal Access Number

OR

1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number, then press **[#]**

THEN

2. Press **[5]** to access Subscriber Options.
3. Enter your Security Code, then press **[#]**.
4. Press **[5]** to Record Greeting. Choose a menu option:
 - Press **[1]** to choose subscriber name or
 - Press **[2]** to choose SkyTalk Voicemail Greeting or
 - Press **[4]** to choose Personal Access Greeting
5. Follow the instructions for recording, reviewing and accepting the greeting.

Sending Messages by Telephone

It's easy! Follow the instructions below to send a numeric test message to yourself. If you've added optional services such as SkyTel voicemail or Operator Dispatch, you will hear those options at step 2, below.

1. Dial your Personal Access Number.

OR

1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number, then press **#**.

THEN

2. Press **1** to send a numeric message. Enter your area code and phone number, then press **1** (make it a practice to have callers enter their area code for numeric messaging).
3. Press **1** to send the message.
4. Press **2** for a Confirmation Number (write it down) and hang up; in a few moments the handheld will alert you to your incoming message!
5. Select a preset response on your handheld to send a reply to the test message you just received (see the manufacturer's instructions).
6. To check the status of the message via telephone, repeat Step 1 (above), then press **6#** followed by the confirmation number you received during Step 4 (above).

Retrieving Messages by Telephone

Message Recall

With Message Recall, you never have to worry about losing messages. You can pick up your SkyTel messages* even if your handheld is turned off or if you are outside a coverage area for an extended period. Messages are stored for up to 72 hours. (* NOTE: your BlackBerry and desktop emails are not stored in Message Recall).

When you call in for your messages, you can designate the time frame you desire and listen to your messages - along with the date and time each was sent.

1. Dial your Personal Access Number.

OR

1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number, then press **#**.

THEN

2. Press **5** to access Subscriber Options.
3. Enter your Security Code, then press **#**.

4. Press **7** for Message Recall. (You must have new or saved messages in your mailbox to proceed.)

5. Press **1** to review new numeric and text messages.

OR

5. Press **2** to review saved numeric and text messages.

OR

5. Press **7** to select voice messages.

THEN

6. Press **1** to review new voice messages

OR

6. Press **2** to review saved voice messages.

SkyTalk Messages

When your handheld displays VOICE MESSAGE, you can phone into the 2-Way System to listen to the recorded message.

1. Dial your Personal Access Number.

OR

1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number, then press **#**.

THEN

2. Press **5** to access Subscriber Options.

3. Enter your Security Code, then press **#**.

4. Press **1** to listen to new messages.

OR

4. Press **2** to listen to saved messages (after listening to the message, the system lists your options for the message).

THEN

5. Press **2** to save the message for future reference (messages are currently held for 72 hours).

OR

5. Press **5** to delete the message from your mailbox.

Need more information?

For more SkyTel 2-way system functions, please refer to the SkyTel 2-Way System Map on the following pages. If you're looking for instructions on operating your handheld (button functions, etc.), refer to the manufacturer's guide included with your RIM handheld.

There are several ways to reach SkyTel Customer Service:

- Access the SkyTel Customer Service area on our website at www.skytel.com. You'll find a series of Frequently Asked Questions, plus you can change settings, retrieve and forward your messages, download software and user guides, even read the most recent copy of SkyLine, the SkyTel customer newsletter.
- Our Customer Service representatives can be reached by email at wireless-support@wcom.com. Email inquiries will be answered within 24 hours.
- Our representatives will also be happy to answer your questions and assist you. Call 1-866-SKY-1000 (1-866-759-1000) toll free, 24 hours a day, 7 days a week.

Thank you for choosing SkyTel.

SkyTel 2-Way System Map

Using the SkyTel 2-Way Integrated Voice Response System (IVR) your callers can reach you via telephone. They will have the option to leave numeric messages, SkyTalk voice mail or Operator Dispatch messages, depending on your service options. Callers dial your Personal Access Number or 1-800-SKYTEL-2 followed by your SkyTel Pager Number (PIN).

The SkyTel 2-Way System also gives you access to your personal SkyTel mailbox. You can access your messages through Message Recall and SkyTalk voice mail, record your Personal Greetings, change your Security Code, even set up and maintain message distribution lists.

The Main Menu

After your personal greeting, these are the options your callers hear.

To reach the Main Menu:

Dial your toll-free Personal Access Number OR Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number, then press **#**

MAIN MENU

- 1** Send a Numeric Message
- 2** Send a Voice Message
- 3** Dictate a Text Message
- 4** Access Messages & Subscriber Options
- 5** Confirming Message Status
Enter the Confirmation Number
- 8 1** General Help

NOTE: Options 2 and 3 only appear on the Main Menu if you subscribe to SkyTalk and Operator Dispatch services, respectively.

SkyTalk Menus

Send a Numeric or SkyTalk Voice Message

1. Dial the customer's toll-free Personal Access Number,

OR

1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter the customer's SkyTel Pager Number, then press **#**.

THEN

2. Press **1** to send a numeric message. Enter the area code and phone number to call. Press **#** at the completion of the message,

OR

2. Press **2** to send a SkyTalk voice message. Record your message. Press **#** at the completion of the message

The following diagram shows additional options for your message:

SKYTALK SEND MESSAGE OPTION MENU

Send Message

- 1** To Mark a Message "Urgent"
- 2** Receive Confirmation Number
- 3** Wait for Confirmation

2 Review or Change Message

3 Future Delivery

Enter Date and Time

4 Add Recipient

Enter SkyTel Pager Number (or Distribution List Number)
if sending a message from within your mailbox

5 Attach Sender ID

Enter your SkyTel Pager Number

7 Mark Confidential

*** Cancel Message**

Review SkyTalk Voice Messages

While you're reviewing your SkyTalk voice messages on the telephone, you have several options. The following diagram outlines those options.

1. Dial your toll-free Personal Access Number,

OR

Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number, then press **#**.

THEN

2. Press **5**, enter your Security Code, then press **#**.
3. Press *****.
4. Press **6** to access "Review Voice Messages."

REVIEW VOICE MESSAGES MENU

1 New Messages

2 Saved Message

- 1** Replay Message
- 2** Save Message
- 3** Send Message
- 5** Erase Message
- 6** Review Next Message
- 7** Redirect Message

9 Reply to Message

Send Message

8 **0** Help

***** Go to Previous Menu

8 **4** Skip Backward in Message

8 **6** Skip Forward in Message

The Mailbox Menu

The Mailbox Menu is your shortcut to all of the IVR features you'll need for your SkyTel account. From here, you'll be able to review the messages sent to you, as well as set up and change your subscriber preferences.

The Mailbox Menu is only available to SkyTel subscribers - you will be required to enter your Subscriber Security Code to reach it.

1. Dial your toll-free Personal Access Number, then press **#**,

OR

1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number, then press **#**.

THEN

2. Press **5**, enter your Security Code, then press **#**
1. Press *****.

Mailbox Menu

- 1 Send Messages
- 2 Check Status of Messages Sent
- 3 Change to Another Mailbox
- 4 Send Message to a List/Group
- 6 Review Voice Messages
- 7 Page Recall
 - 1 Review New Messages
 - 2 Review Saved Messages
 - 7 Select Voice Messages Only
 - 8 Return to the Mailbox Menu
- 9 Review or change Subscriber Preferences
 - 1 Record Name and Greeting
 - 4 Security Preferences
 - 5 Maintain Distribution Lists
 - 9 Other Subscriber Preferences
 - 2 Privacy Preferences
 - 3 Deliverence Preferences
 - 4 Message Replay Preferences
 - 5 Sender ID Preferences
 - 8 Return to the Mailbox Menu
- 8 1 General Help

SkyTel Service Options

The following options are available with BlackBerry by SkyTel service. To add an option, please contact your SkyTel Sales Representative or call SkyTel Customer Service at 1-866-759-1000.

- **Personal Access Number.** Add a personal toll-free number so your callers can dial in to your SkyTel messaging services directly and hear your greeting - with no additional numbers to remember! (\$2.95 per month.)
- **Corporate Access Number.** Single-number toll-free access to all SkyTel text subscribers in your company. Callers dial one number and dictate their message to an operator who sends the message to the correct subscriber's handheld. (Inquire for rates.)
- **SkyTalk® Voice Mail.** With SkyTalk, you'll enjoy the convenience of a full-featured voice-mail system that integrates with your handheld. Callers can leave you a detailed message, and the system alerts you instantly via your handheld. (Rates start as low as \$4.95 per month for 30 minutes.)
- **Caller ID.** With Caller ID, when you receive a numeric message or SkyTalk voice-mail notification, you'll see where the call is coming from right on your handheld. (\$4.95 per month plus one-time activation fee of \$9.95.)
- **Operator Dispatch.** Allows callers to dictate a message to a SkyTel operator, who then transmits the message to your handheld. (65¢ per 80-character block plus one-time activation fee of \$5.00.)

Terms & Conditions

IN THE EVENT THE ENCLOSED MESSAGING DEVICE ("Device") IS BEING PROVIDED TO YOU BY SKYTEL CORP. ("SkyTel") PURSUANT TO A SEPARATE AGREEMENT SIGNED BY SKYTEL, THE TERMS AND CONDITIONS OF SUCH SEPARATE AGREEMENT SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH THE TERMS AND CONDITIONS SET FORTH BELOW. Subject to the foregoing, the following Terms and Conditions (which are sometimes collectively referred to herein as the "Agreement") shall govern the provision of wireless messaging services ("Services") to You by SkyTel for use with the Device. Any terms and conditions proposed by You which are in addition to or which conflict with these Terms and Conditions (or the terms and conditions of any separate agreement signed by SkyTel relative to provision of the Services) shall be of no force or effect. By using the Services, You shall be deemed to have agreed to and accepted these Terms and Conditions, except to the extent otherwise provided in any such separate agreement signed by SkyTel relative to provision of Services to You.

1. Term. The initial term of the Agreement shall be for the period as designated by You when activating the Service ("Initial Term"). Upon expiration of the Initial Term, the term of the Agreement shall continue on a month-to-month basis and may be terminated by either party upon at least thirty (30) days advance written notice to the other. In the event You deactivate the Services during the Initial Term, You shall pay to SkyTel, in addition to any other amounts due and owing to SkyTel, a lump sum fee equal to twenty-five percent (25%) of the balance of the aggregate monthly recurring airtime charges SkyTel would have been entitled to during the Initial Term had such Services not been deactivated. Any term discounts extended to You by virtue of Your agreement to an Initial Term of one (1) year or more shall be applied only to the base monthly recurring airtime charges (i.e., term discounts are not applied to overall charges or charges for any optional/enhanced service features), and are conditioned upon Your payment obligations to SkyTel remaining in current status. In the event payments become sixty (60) days or greater in arrears, SkyTel reserves the right to revoke the term discount on the unpaid balance as well as on all future charges.

2. Devices.

(a) You shall pay shipping costs for any Device shipped by SkyTel to You. Title to any Device rented from SkyTel shall remain in SkyTel at all times. You shall return all rental Devices to SkyTel within thirty (30) days following deactivation of the Device or the termination of the Agreement, whichever first occurs. You shall have full responsibility for, and shall pay SkyTel for the replacement cost of, any Device rented from SkyTel that (i) is not timely returned to SkyTel in accordance with the foregoing, or (ii) subject to Section 2(b) below, is lost, stolen or damaged.

(b) SkyTel shall repair or replace, at no charge to You, any defective Device which is (i) rented from SkyTel or (ii) either purchased from SkyTel or leased through Golden Eagle Credit Corporation if such purchased or leased Device is covered by maintenance protection procured through SkyTel; provided, that SkyTel shall not be responsible for the cost of repair or replacement of any Device due to intentional damage, misuse or abuse. You shall return to SkyTel any Device that is replaced in accordance with the foregoing within thirty (30) days following receipt of the replacement Device, and shall pay SkyTel for the replacement cost of any such Device that is not timely returned to SkyTel. SkyTel shall assist You in the repair of any purchased or leased defective Device which is not covered by maintenance protection, it being understood the cost of repair of any such Device will be subject to the applicable manufacturer's warranty. SkyTel shall also replace, at SkyTel's expense, any Device rented from SkyTel that is lost or stolen if You have elected to procure loss protection through SkyTel for such Device prior to receipt thereof.

3. Fees and Charges. You shall timely pay all fees and charges accruing hereunder, including, without limitation, monthly recurring fees (which are payable in advance and not contingent upon usage) and applicable usage charges (which are payable in arrears). SkyTel shall bill You for such fees and charges on a monthly basis, with payment being due within thirty (30) days following the date of SkyTel's invoice. Any balance not paid by such due date shall bear interest from and after the invoice date at the lesser of one and one-half percent (1 1/2%) per month or the maximum rate of interest allowed by law. Amounts due and owing to SkyTel shall not be subject to offset or reduction for any reason. If applicable, SkyTel shall be authorized to prepare, process and negotiate credit card charge forms for any credit card account designated by You in and for all fees and charges (including, without limitation, all recurring and non-recurring fees and charges) payable by You under the Agreement. All sales, use and other such governmentally imposed or authorized taxes, fees, surcharges and/or assessments relating to this Agreement shall be paid by You. SkyTel reserves the right to modify the fees and charges payable hereunder; provided, however, that (i) SkyTel may increase such fees and charges only upon at least thirty (30) days' notice to You, and (ii) SkyTel may not increase such fees and charges until expiration of the Initial Term.

4. Disclaimer of Warranties and Limitation of Liabilities.

(a) SKYTEL, ITS EMPLOYEES, SALES AGENTS AND REPRESENTATIVES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES, THE DEVICE OR THE MESSAGING NETWORK THROUGH WHICH THE SERVICES ARE PROVIDED, AND HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Under no circumstances shall SkyTel, its sales agents or representatives be liable to You or any other person for any loss, injury or damage, of whatever kind or nature, resulting from or arising out of any mistakes, errors, omissions, delays or interruptions in the receipt, transmission or storage of any messages, signals or information arising out of or in connection with the Services or use of the SkyTel wireless messaging network. WITHOUT

LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL SKYTEL, ITS EMPLOYEES, SALES AGENTS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS OR ANY OTHER FORM OF CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, EVEN IF SUCH PARTIES ARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER RESULTING FROM ANY BREACH OF THIS AGREEMENT OR OTHERWISE.

(b) You acknowledge that the term "Guaranteed Delivery" (or terms of similar connotation), as used in conjunction with SkyTel's advanced wireless messaging Services, refers to certain technical functionality of the network and the ability of the network to repeatedly deliver messages to a Device for a predetermined period until receipt is acknowledged, as well as the ability of the network to make undelivered messages available for retrieval. You further acknowledge that SkyTel's use of any such term does not constitute a representation or warranty, express or implied, regarding any of the Services.

5. Termination. Upon the occurrence of an event of default, SkyTel shall have the right to terminate the Agreement upon written notice to You and the failure by You to cure such default within ten (10) days following receipt of written notice thereof. As used herein, the term "event of default" shall mean (i) the failure by You to observe or perform in any material respect any of the covenants or agreements contained herein; or (ii) Your insolvency, assignment for the benefit of creditors, appointment or sufferance of appointment of a trustee, receiver or similar officer, or any voluntary or involuntary proceeding seeking reorganization, rehabilitation, liquidation or similar relief under bankruptcy, insolvency or similar debtor-relief statutes. No termination of the Agreement will relieve You from any amount due and owing to SkyTel or any liability arising from any breach of the Agreement.

6. Information Services. To the extent You utilize any information service which contains informational content and data ("Licensed Content") supplied through any third party unaffiliated with SkyTel (a "Content Provider"), You agree: (a) that the Licensed Content is the property of the Content Provider and its licensors and may be protected by copyright, and that You shall not acquire any proprietary interest in the Licensed Content, (b) that the Licensed Content is presented solely for Your personal use, and that You shall not otherwise republish, reproduce, rebroadcast, redistribute, resell, alter or modify any headline, information or other content contained in the Licensed Content, and (c) that the Content Provider, its licensors, SkyTel and its affiliates disclaim all warranties, including the implied warranties of merchantability or fitness for a particular purpose, for the Licensed Content and that the Content Provider, its licensors, SkyTel and its affiliates disclaim all liability to You and any third party with respect to the Licensed Content, including, without limitation, for any negligence or errors in procuring, editing, writing, reporting or delivering the Licensed Content, for any inaccuracies or errors in or omissions from the Licensed Content, and for any indirect, incidental, consequential or special damages arising therefrom.

7. Notices. All notices required or permitted hereunder shall be in writing, certified mail, return receipt requested, to SkyTel at Post Office Box 2469, Jackson, Mississippi 39225-2469, Attn: Customer Service, and to You at the billing address designated by You in establishing your account with SkyTel.

8. Miscellaneous. (a) The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflict of law; (b) if any provision of the Agreement shall be held to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; (c) no delay or failure by SkyTel to enforce any right under the Agreement will be deemed a waiver of that or any other right; (d) if any action shall be brought by SkyTel on account of any breach of or to enforce any of the terms, covenants or conditions of the Agreement, SkyTel shall be entitled to recover from You, as part of SkyTel's costs, a reasonable attorneys' fee; (e) You may not assign or delegate Your obligations under the Agreement, either in whole or in part, without the prior written consent of SkyTel; (f) SkyTel shall not be liable for any nonperformance under the Agreement due to causes beyond its reasonable control that cannot be reasonably avoided or overcome; (g) the headings and captions used herein are used for convenience only and are not to be considered in construing or interpreting the Agreement; and (h) no amendment to or modification of the Agreement will be binding unless in writing and signed by both parties.



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