

## Thank You for Joining the SkyTel Paging Family

We're sure you'll be pleased with your SkyWord service. If you have any questions not answered in the paging materials you've received, please call 1-800-759-8737 or log on to [www.skytel.com](http://www.skytel.com) for more information.

Visit us on the Internet at:  
[www.skytel.com](http://www.skytel.com)



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Sky

Word

Service Instructions

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## Welcome to SkyTel SkyWord Service

And Welcome to the SkyTel® System! This guide is designed to help you understand the many ways that SkyWord® service can improve your communications power. From sending and receiving text messages and numeric pages to service programming options, you'll find everything you need to make the most of your new SkyTel service.

Receive complete text messages, not just numbers. There are several ways that people can get a message to you. They can:

- Simply email your pager. Your SkyTel Pager Number (PIN) doubles as an Internet email address (PIN@skytel.com).
- Type in a message on the "Send a Message" page at [www.skytel.com](http://www.skytel.com).
- Use free SkyTel Access® software to send messages from any modem-equipped computer.
- Call toll-free from any touch-tone telephone to enter numeric messages, or
  - Leave a voice message on optional SkyTalk® voice mail. Your pager will alert you that you have a voice message, or
  - Dictate a message to a SkyTel Operator. With optional Operator Dispatch service, the complete message will be sent to your pager within moments.

If you're looking for information on how to operate your specific brand of pager (battery requirements, indicators, memory, button functions, etc.), please refer to the manufacturer's instruction manual that accompanied your unit.

## Service Options

If you have any questions regarding available service plans or options, please contact your SkyTel Representative, or call SkyTel Customer Service at 1-800-SKY-USER (1-800-759-8737).

The following options are available with your SkyWord service:

- Coverage Options. Depending on your personal travel patterns, select from Metro, Regional or Nationwide coverage plans. Visit the SkyTel website ([www.skytel.com](http://www.skytel.com)) for complete coverage information.
- Add Nationwide Now® to Metro or Regional plans for on-demand, temporary nationwide coverage, only when you need it. Nationwide Now can be added to Metro or Regional service for \$1.00 per month, plus a one-time activation fee of \$10.00. Messages received while Nationwide Now is activated are charged at 4¢ per character in addition to the standard character charge.
- Personal Access Number. Add a personal toll-free number so your callers can dial your pager directly and hear your greeting— with no additional numbers to remember! (\$2.95 per month)
- SkyTalk Voice Mail. With SkyTalk, you'll enjoy the convenience of a full-featured voice-mail system that integrates with your pager. Callers can leave you a detailed message, and the system alerts you instantly via your pager. (Rates start as low as \$4.95 per month for 30 minutes.)
- Caller ID. With Caller ID, when you receive a numeric page or SkyTalk voice-mail notification, you'll see where the call is coming from right on your pager. (\$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 pager. (65¢ per 80-character block plus one-time activation fee of \$5.00.)
- SkyTel Fax Service. Have your faxes follow you when you're on the move. You control when and where to receive them, ensuring the security of confidential materials. When a fax is sent to your toll-free number, you'll receive a notification on your pager. You decide what happens next. (\$4.95 per month plus 65¢ per sheet.)

### Free Features

Your SkyTel SkyWord Service also comes with a number of free features. For example:

- Toll-Free Calling. Calls to the SkyTel system are toll free — for you and your callers.
- Your SkyTel Pager Number (PIN) doubles as an Internet email address. That means your callers can send a message directly to your pager using their familiar email systems (up to 240 characters).
- Page Recall. When you travel outside your coverage area, or if you forget your pager at home or your battery goes dead, simply log on to the SkyTel website or call in toll free to pick up your messages.
- Personal Greeting. You record your own message to personally greet your callers. They'll immediately know that they've dialed the right number when they hear your voice.
- Paging Software. Download your copy from the SkyTel website ([www.skytel.com](http://www.skytel.com)), then make copies for everyone who needs to reach you. Windows® & Mac® versions available.

- News Updates. Every day, you'll receive updates on a variety of topics, including World & National News, Sports, the Stock Market and Technology. (Does not count toward monthly character allotment.)
- 24x7 Customer Service. SkyTel's highly trained representatives are dedicated to resolving problems to your satisfaction with one phone call. Plus, all calls to SkyTel are toll free.

## SkyWord Paging Service Instructions

Are you ready to get started? Follow these easy steps and you're on your way.

### 4 EASY STEPS TO GET STARTED

#### 1. Record your SkyTel Paging Access Numbers

Your SkyTel Pager Number and Subscriber Security Code are printed on the outside label of your pager packaging. Please record them below for your reference:

##### *SkyTel Pager Number (PIN)*

□ □ □ - □ □ □ □ □ □ □ □

##### *Personal Access Number*

Your new SkyTel Pager Number is either 7 or 10 digits long. (10-digit PINs became effective February 16, 2000.)

- If your SkyTel Pager Number (PIN) is 10 digits, beginning with a toll-free prefix such as 877, you have purchased a toll-free Personal Access Number.

Callers dial your SkyTel Pager Number directly and have immediate access to your SkyTel paging functions. The first thing they'll hear is your personal greeting (see step 2, below), followed by a list of options to send you messages.

- If your SkyTel Pager Number (PIN) is 7 digits, callers dial 1-800-SKY-8888, then enter your SkyTel Pager Number at the first prompt to access your SkyTel paging functions.

#### *Subscriber Security Code*

□ □ □ □

Your Subscriber Security Code allows you to access special subscriber functions like recording your greetings and checking your messages by phone or Internet.

#### 2. Record your Personal Greetings

When you record your Personal Greetings, your callers will know immediately that they've reached you. Change your greetings as often as you wish to provide callers with your travel plans, business updates or any other information.

1. Dial your toll-free Personal Access Number, then press **\***,  
OR
  1. Dial 1-800-SKY-8888 (1-800-759-8888). At the first prompt, enter your 7-Digit SkyTel Pager Number (PIN) followed by **#**, then press **\***.
- THEN
2. Enter your Security Code followed by **#**, then press **2****0****#**.
  3. Press **1****#**, then follow the prompts to record your Greetings. Here are your options:
    - Press **1****#** to record your **Name**.
    - Press **4****#** to record your main **SkyTel Greeting**.
    - Press **2****#** to record your **Pager Greeting** (for numeric messages only).

- Press **3** **#** to record your SkyTalk **Voice Mail Greeting** if you have added the optional SkyTalk feature to your service

Press **#** after each entry to move to the next prompt.

### 3. *Send yourself a test page*

To see just how easy it will be for your callers to reach you, send yourself a numeric test page.

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

OR

1. Dial 1-800-SKY-8888 (1-800-759-8888). At the first prompt, enter your 7-Digit SkyTel Pager Number (PIN) followed by **#**, then press **\***.

THEN

2. Enter **1** **#**, and follow the easy prompts to send yourself a numeric test page. Remember to press **#** after each entry.
3. Press any button on your pager to stop the alert tone.

### 4. *Let your colleagues, family & friends know how to reach you.*

- Callers can use the instructions from step 3, above, anytime to send you a numeric message using a touch-tone telephone. If you have added the optional SkyTalk or Operator Dispatch services, the same procedure will also give callers the option to leave a detailed voice message or dictate a message to a SkyTel operator.
- Do your contacts have Internet email? Now they can send Internet email directly to your Pager Number (up to 240 characters) by addressing it to [YourSkyTelPagerNumber]@skytel.com. If you have a Personal Access Number, remember to use all ten digits of your SkyTel Pager Number.

- While on the Internet, your contacts can reach you through the SkyTel website. Visit [www.skytel.com](http://www.skytel.com), and click on **Send a Message**. Enter your SkyTel Pager Number (PIN) in the first field.
- Your contacts can send messages on a modem-equipped Windows or Mac computer using free SkyTel Access® software. Download your copy from the SkyTel website at [www.skytel.com](http://www.skytel.com). Freely distribute copies to anyone who needs to reach you.
- Are your contacts SkyTel SkyWriter® subscribers? Have them enter your SkyTel Pager Number (PIN) into their pager address books for convenient, unobtrusive messaging.

#### WHEN EXCHANGING SKYTEL PAGER NUMBERS WITH OTHER SKYTEL CUSTOMERS...

Be sure to emphasize that your PIN is all 7 or all 10 digits of your number. Use the PIN (either 10-digit or 7-digit) provided to you by the customer to reach them.

Retrieving your messages by telephone:  
Page Recall and SkyTalk voice mail

Page Recall allows you to retrieve your messages even when you've been outside a coverage area, had a dead battery, or turned off or forgotten your pager (up to 99 hours). This free feature is included with all SkyTel services.

If you have added SkyTalk voice mail to your SkyWord service, your pager alerts you when a caller leaves you a SkyTalk message. Your pager will either display your toll-free Personal Access Number, or 800-759-8255 (spells 800-SKY-TALK).

## To access Page Recall or SkyTalk messages by telephone:

1. Dial your toll-free Personal Access Number, then press **[\*]**,  
OR
1. Dial 1-800-SKY-8888 (1-800-759-8888). At the first prompt, enter your 7-Digit SkyTel Pager Number (PIN) followed by **[#]**, then press **[\*]**.

THEN

2. Enter your Security Code followed by **[#]**.
  - **For Page Recall** press **[1][#]**, then press **[5][#]**. Enter the number of hours you'd like to review (up to 99), followed by **[#]**.
  - **For SkyTalk messages** press **[2][#]**, then **[1][#]** to play your new messages.

Page Recall is also available in the Customer Service area on the SkyTel website ([www.skytel.com](http://www.skytel.com)). All of your numeric and text messages will display. If you've added SkyTalk to your service, Page Recall on the website will show SkyTalk notifications, but you'll still need to use the procedure above to pick up the actual voice messages.

## Expanding your coverage: Activating Nationwide Now

Nationwide Now is an optional service that allows you to temporarily expand your Metro or Regional coverage to Nationwide when you're traveling. When activated, your messages will reach you in any of the thousands of cities and towns where SkyTel offers coverage. For the additional coverage you pay only for the amount of time you need, and only for the service you use.

Activate Nationwide Now in one of two ways: in the Customer Service area on the SkyTel website ([www.skytel.com](http://www.skytel.com)) or by telephone. Use the procedure below when calling in.

## To activate or deactivate Nationwide Now by telephone:

1. Dial your toll-free Personal Access Number, then press **[\*]**,  
OR
1. Dial 1-800-SKY-8888 (1-800-759-8888). At the first prompt, enter your 7-Digit SkyTel Pager Number (PIN) followed by **#**, then press **[#]**.

THEN

2. Enter your Security Code followed by **[#]**.
3. Press **[2][0][#]**, then **[9][#]** for the Nationwide Now menu.
  - **To activate** Nationwide Now press **[1][#]**, then enter the number of days you need the service (up to 14). Press **[#]** to confirm.
  - **To deactivate** Nationwide Now press **[2][#]**, then press **[#]** again to confirm.

OR

## Changing your Subscriber Security Code

Your Subscriber Security Code gives you private access to your messages and is your key to certain features of your SkyTel service, such as recording your Personal Greetings. Initially, SkyTel assigns a Security Code to you, found on the outside label of your pager packaging. The assigned code may not be unique. To ensure privacy, change the code as soon as possible and on a regular basis thereafter.

There are two ways to change your SkyTel Security Code: on the SkyTel website ([www.skytel.com](http://www.skytel.com)) or by telephone. On the website, you can change this and other settings in the Customer Service area. Use the procedure below when calling:

1. Dial your toll-free Personal Access Number, then press **[\*]**,  
OR
1. Dial 1-800-SKY-8888 (1-800-759-8888). At the first prompt, enter your 7-Digit SkyTel Pager Number (PIN) followed by **[#]**, then press **[\*]**.

### THEN

2. Enter your Security Code followed by **#**.
3. Press **2 0 #** to access the Subscriber Profile Menu.
4. Press **4 #** for Security Options.
5. Press **4 #** again to change your Security Code.
  - After the voice prompt, enter your new Security Code.
  - Wait for the prompt, then reenter the new code.
  - Press **#** to confirm.

### Need more information?

For more SkyWord system functions, please refer to the SkyTel System Map on the following pages.

If you're looking for instructions on operating your pager (button functions, etc.), refer to the manufacturer's guide included with your shipment.

There are several ways to reach SkyTel Customer Service:

- Access the SkyTel Customer Service area on our website at [www.skytel.com](http://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, activate Nationwide Now and International Follow Me, even read the most recent copy of SkyLine, the SkyTel customer newsletter.
- Send an email to Customer Service at [skyuser@skytel.com](mailto:skyuser@skytel.com). Email inquiries will be answered within 24 hours.
- Our representatives will also be happy to answer your questions and assist you. Call 1-800-SKY-USER toll free, 24 hours a day, 7 days a week.

*Thank you for choosing SkyTel.*

The SkyTel Integrated Voice Response System (IVR) is the method by which your callers reach you by telephone to leave numeric pages, SkyTalk Voice Mail or Operator Dispatch messages. Your callers reach the IVR by dialing your Personal Access Number or by dialing 1-800-SKY-8888 and entering your 7-digit SkyTel Pager Number (PIN).

The following diagrams outline important features of the SkyTel (IVR) system for SkyTel subscribers. The features outlined here are *only* available to SkyTel subscribers and *you will be required to enter your Subscriber Security Code* to reach them.

### MAIN MENU

The menus shown in the diagrams on the following pages are accessed through the Main Menu. To get there:

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

OR

1. Dial 1-800-SKY-8888 (1-800-759-8888). At the first prompt, enter your 7-Digit SkyTel Pager Number (PIN) followed by **#**, then press **\***.

THEN

2. Enter your Security Code followed by **#**.

## Paging Menu

The Paging Menu is your shortcut to many SkyTel features. You can, for example, access Page Recall to listen to stored messages from the Paging Menu.

Access the Paging Menu from the Main Menu by pressing **1 #**:

### **1 #** Paging Menu

**1 #** Send a Page

**2 #** Time of Day Message

**3 #** Next PIN

**4 #** Change Security Codes

**5 #** Page Recall

**1 #** Retransmit Messages

**2 #** Skip Forward

**3 #** Skip Back

**5 #** Erase Page

**9 #** Nationwide Now

**1 #** Activate Nationwide Now

**2 #** Cancel Nationwide Now

**1 0 #** Coverage Information

**1 1 #** Send Priority Page

**1 2 #** Cancel Priority Page

**1 3 #** Group Call

**2 0 #** Subscriber Profile

**8 0 #** Help

## SkyTalk Voice Messaging Menu

Use the SkyTalk Voice Messaging Menu to listen to messages sent to you and to send voice messages to other SkyTalk subscribers.

Access the SkyTalk Voice Messaging Menu from the Main Menu by pressing **2 #**:

### **2 #** SkyTalk Voice Messaging Menu

**1 #** Play New Messages

**2 #** Play Saved Messages

**1 #** Replay Messages

**2 #** Save Messages

**3 #** Skip Forward

**4 #** Skip Back

**5 #** Erase Message

**6 #** Next Message

**7 #** Previous Message

**8 #** Redirect Message

**9 #** Reply

**8 8 #** Description of Features

**3 #** Send a Message to a PIN

**4 #** Send a Message to a List/Group

**8 0 #** Additional Options:

**1 #** Send & Continue

**2 #** Mark Urgent

**3 #** Future Delivery

**4 #** Additional Recipient

**5 #** Sender ID

**6 #** Edit Message

**7 #** Mark "Confidential"

**5 5 #** Cancel Message Entry &  
Go to Voice Menu

**8 8 #** Description of Features

## Subscriber Profile Menu

When you access the Subscriber Profile Menu, you'll have access to numerous options for personalizing your SkyTel service. Record your greetings, change your Subscriber Security Code, create a broadcast list to send a message to a group, and much more.

Access the Subscriber Profile Menu from the Main Menu by pressing **2 0 #**:

### **2 0 #** Subscriber Profile Menu

#### **1 #** Record Greetings

- 1 #** Record Name
- 2 #** Record Pager Greeting
- 3 #** Record SkyTalk Greeting
- 4 #** Record SkyTel Greeting

#### **2 #** Select Menu Preferences

- 1 #** Speak All Menus
- 2 #** Speak Short Menus

#### **3 #** Forward Mailbox

- 1 #** Forward Numeric Pages
- 2 #** Forward Voice Messages

#### **4 #** Security Options

- 1 #** Enable or Disable Usage  
Security Code
- 4 #** Change Subscriber  
Security Code

#### **5 #** Redirect Messages to This PIN

- 1 #** Enable Redirection
- 3 #** Disable Redirection

#### **6 #** Enable or Disable Message

- Replay Time Stamping
  - 1 #** Enable Time Stamping
  - 3 #** Disable Time Stamping

### **2 0 #** Subscriber Profile Menu

#### **9 #** Nationwide Now

- 1 #** Activate Nationwide Now
- 2 #** Cancel Nationwide Now
- 9 #** Review Current Status

#### **1 0 #** Message Replay

- 1 #** Last In, First Out Replay
- 3 #** First In, First Out Replay

#### **1 1 #** Nonreceipt Notification Delay

Enter hours #  
Enter minutes #

#### **1 2 #** Broadcast List Maintenance

- 1 #** List Directory
- 2 #** Create or Edit List
- 5 #** Erase List

#### **1 3 #** Language Menu

- 1 #** Caller Language
- 2 #** Subscriber Language

#### **8 8 #** Description of Features

If you need additional help with your SkyTel service, please contact SkyTel Customer Service at 1-800-SKY-USER (1-800-759-8737).

Visit [www.skytel.com](http://www.skytel.com) for more information on all of the SkyTel products and services and to access our Customer Service area online.

## Terms and 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 pro-

cured 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 (1½%) 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 CON-

SEQUENTIAL 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.