



Sky
Word Plus

With
SkyReply

Service Instructions for
Local Area Subscribers



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Welcome To SkyTel SkyWord® Plus Service

Welcome to the SkyTel® two-way system! We're pleased you've chosen to use the world's most advanced messaging network, and we're confident that you and your callers will find it to be the most convenient and comprehensive messaging service ever.

This guide is designed to help you understand the many ways that the SkyTel two-way system can augment your pager to improve and simplify communication between you and your callers. The system allows you to communicate with other SkyTel subscribers, regardless of their level of service – numeric or alphanumeric, one-way or two-way and for nonsubscribers to communicate with you.

As a SkyTel SkyWord Plus subscriber, you can receive messages and respond right from your pager, without ever picking up a telephone. You can also communicate with millions of Internet e-mail users worldwide by receiving and responding to e-mail right from your pager. Internet users simply use their familiar e-mail systems to send messages to [yourSkyTelPagerNumber]@skytel.com or they can send messages directly from the SkyTel website (www.skytel.com).

If you have questions about services not addressed in this guide, please contact your Sales Representative or SkyTel Customer Service at 1-800-SKYUSER (1-800-759-8737).

Two-Way Communication – Your new pager and SkyTel SkyWord Plus with SkyReply service give you the ability to receive complete word and number messages and to reply directly from your pager with short, preprogrammed responses. You can receive messages of up to 500 characters.

Guaranteed Message Delivery – You can relax with SkyWord Plus service. When you travel outside your home zone, or if your pager battery is dead, SkyTel stores any new messages sent to you for up to 72 hours, delivering them when you return to full-service coverage.

Local Coverage with Roaming – Your SkyWord Plus home zone is optimized to give you coverage where you spend most of your time – at home or work – wherever you need coverage most. Quickly and easily expand your coverage by activating the Nationwide Now® roaming feature whenever you need it. One quick phone call or a visit to the SkyTel website is all it takes.

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 Level Pager Displays

With SkyWord Plus, you get three levels of service to guarantee you'll always get the message: Full, Basic and Storing.

When your pager reads **Full Service**, you are in prime coverage range. You'll receive all new messages and any undelivered, stored messages.

When **Basic Service** is displayed, you'll receive all your new messages but not any undelivered, stored messages (see Page Recall on page 11).

When **Storing Messages** displays, you are outside a coverage area and all your messages will be stored. Those stored messages will be delivered automatically if you return to a Full Service area within 72 hours. A time stamp will tell you when the message was originally sent.

Service Options

The following options are available with your SkyWord Plus service. To add an option, please contact your SkyTel Sales Representative, or call SkyTel Customer Service at 1-800-SKY-USER.

- **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.** Just like on your home phone. 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. (\$0.65 per 80-character block plus one-time activation fee of \$5.00).
- **Corporate Access Number.** Single-number toll-free access to all SkyTel alphanumeric subscribers in your company. Callers dial one number and an operator transfers the call into the correct subscribers' SkyTel mailboxes. (Inquire for rates)
- **Nationwide Now® Roaming.** Have your coverage follow you when you travel. With Nationwide Now, you can expand your coverage to all of the thousands of cities and towns where SkyTel has coverage, only when you need it. (Normal usage plus \$0.25 per 100-character message block for messages delivered when outside your home zone).

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

Free Features

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

- Your SkyTel Pager Number doubles as an **Internet e-mail address.** That means your callers can send a message directly to your SkyWord Plus pager using their familiar e-mail systems (up to 500 characters) and you can use your pager to send replies to Internet e-mail addresses.
- **Free Replies.** When you send a preprogrammed or sender-attached response in reply to a message, there's no charge to you for sending the reply.
- **Page Recall.** When you travel outside your coverage area, forget your pager at home, or your battery goes dead, simply call in or visit the SkyTel website (www.skytel.com) to pick up your messages, anytime.
- **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) then make copies for everyone who needs to reach you. Windows & Mac versions available.
- **SkyTel Custom NewscastsSM.** Choose your news from leading information sources. Everything from business to sports to entertainment headlines and more, delivered directly to your pager! Sign up today at www.skytel.com.

- **Automatic Message Correction.** SkyWord Plus automatically corrects and resends garbled messages.
- **24x7 Customer Service.** SkyTel's highly trained representatives are dedicated to resolving problems to your satisfaction with one phone call. Plus, calls to SkyTel Customer Service are toll free.

SkyWord Plus 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)

-

When callers dial your SkyTel Pager Number, they'll 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.

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

Your personalized greeting lets your callers know immediately that they have reached *you*. Change your greetings as often as you wish to provide callers with your travel plans, business updates or any other information.

- 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 the automated SkyTel greeting.
- Record a SkyTalk Voice Mail Greeting—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 pager will notify me immediately and I will call you back as soon as possible.").
- Record a Personal Access Greeting—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 SkyTel Pager Number.
2. Press **5** to access Subscriber Options.
3. Enter your Security Code, then press **#**.
4. Press **1** to record your greetings. Choose a menu option:
 - Press **1** to choose Subscriber Name,
OR
 - Press **2** to choose SkyTalk Voice Mail Greeting,
OR
 - Press **4** to choose Personal Access Greeting.

Follow the instructions for recording, reviewing and accepting the greeting.

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. For every message sent, your callers can get a confirmation number to check the message status at a later time. This will give them added confidence that their message reached you.

1. Dial your SkyTel Pager Number.
2. Press **1** to send a numeric page, enter your area code and phone number, then press **#** (make it a practice to always enter your area code for numeric paging).
3. Press **#** to send the message.
4. Press **2** for a Confirmation Number, (*write it down*) and hang up; in a few moments the pager will alert you to your first incoming message!
 - To check the status of the message, repeat Step 1 (above), then press **6#** followed by the confirmation number you received during Step 4 (above).

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

When you distribute your new SkyTel Pager Number, make sure to give your contacts all ten digits. While they won't need to dial the area code inside your local calling area, they'll need all ten digits to address e-mail, to send messages from the SkyTel website and to enter your address in their SkyTel Access® and SkyWriter® address books.

- 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 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. **Callers inside your local calling zone can dial your SkyTel Pager Number without the area code.**
- Do your contacts have Internet e-mail? Now they can send Internet e-mail directly to your pager (up to 500 characters) by addressing it to [YourSkyTelPagerNumber]@skytel.com. (E.g., if your SkyTel Pager Number is 321-555-1212, your pager's email address is 3215551212@skytel.com.) **Always use all digits of the SkyTel Pager Number (PIN) for e-mail.**

- While on the Internet, your contacts can reach you through the SkyTel website. Visit www.skytel.com, and click on **Send A Message**. Enter your SkyTel Pager Number in the first field. **Always enter all digits of the SkyTel Pager Number (PIN) on the SkyTel website.**
- 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. Freely distribute copies to anyone who needs to reach you. **Always enter all digits of the SkyTel Pager Number (PIN) in the software address book.**
- Are your contacts SkyTel SkyWriter subscribers? Have them enter your SkyTel Pager Number (PIN) into their pager address books for convenient, unobtrusive messaging. **Always enter all digits of the SkyTel Pager Number (PIN) in the pager address book.**

IMPORTANT NOTE:

When sharing your SkyTel Pager Number with other SkyTel subscribers, be sure to emphasize that they must use all ten digits of your number in their address books as your PIN. Many SkyTel nationwide subscribers have purchased toll-free Personal Access Numbers prefixed by 800 or 888 that do not require using all digits of their number unless calling.

**Retrieving your messages by telephone:
Page Recall and SkyTalk Voice Mail**

Page Recall

With Page Recall, you never have to worry about losing messages. You can still retrieve all of your numeric, text and SkyTalk voice messages even if your pager is turned off or if you are outside your home coverage area for an extended period. The SkyTel two-way system stores your messages for up to 72 hours.

You have two options for retrieving messages: the SkyTel website or by telephone. To access Page Recall on the web, log on to www.skytel.com and go to the Customer Service area. Use the steps below when calling:

1. Dial your SkyTel Pager Number.
 2. Press **5** to access Subscriber Options.
 3. Enter your Security Code, then press **#**.
 4. Press **7** for Page Recall. (You must have new or saved messages in your mailbox to proceed.)
 - Press **1** to review new numeric and text messages,
OR
 - Press **2** to review saved numeric and text messages,
OR
 - Press **7** to select SkyTalk voice messages.
- THEN
- Press **1** to review new voice messages,
OR
 - Press **2** to review saved voice messages.

SkyTalk Messages

When a caller leaves you a SkyTalk voice message, your pager will alert you and display VOICE MESSAGE to let you know there's a voice message waiting for you.

You have two options for retrieving SkyTalk messages: through Page Recall on the SkyTel website or by telephone. To access Page Recall on the web, log on to www.skytel.com and go to the Customer Service area. Use the steps below when calling.

1. Dial your SkyTel Pager Number.
2. Press **5** to access Subscriber Options.
3. Enter your Security Code, then press **#**.
4. Press **1** to listen to new messages,
OR
Press **2** to listen to saved messages.

After listening to the message, the system lists further options:

- Press **2** to save the message for future reference (messages are currently held for 72 hours),
OR
- Press **5** to delete the message from your mailbox.

Expanding Your Coverage: Nationwide Now

Nationwide Now expands your local coverage to Nationwide when you travel. When activated, your messages will reach you in any of the thousands of cities and towns where SkyTel offers coverage. You pay for the additional coverage only when messages are sent while you are outside your local home zone.

There are several ways to turn the service on:

When you're traveling, SkyTel will send a courtesy message letting you know when you've left your home zone. We'll attach a custom response that you can use to enable Nationwide Now immediately. Simply send a reply to the courtesy message using the custom response, and we'll do the rest. (The courtesy message and reply are free, and do not count towards your message allowance.)

You can also turn Nationwide Now on and off at your discretion, either by accessing the feature in the Customer Service area on the SkyTel website (www.skytel.com) or by making a quick phone call. Use the procedure below when calling in.

IMPORTANT NOTE:

When you receive your pager, Nationwide Now is turned off. This means that you must turn the feature on to receive messages outside your home zone. If you only want to receive messages while in your home zone, leave the feature off.

To access Nationwide Now:

1. Dial your SkyTel Pager Number.
2. Press **5** to access Subscriber Options.
3. Enter your Security Code, then press **#**.
4. Press *****.
5. Press **5** to access Nationwide Now:
 - Press **1** to turn Nationwide Now on or off. The same action will disable (turn off) the service if it is currently on, or enable (turn on) the service if it is off.

Changing Your Security Code

Your SkyTel Security Code gives you access to your messages and is your key to certain features of your SkyTel service, such as Nationwide Now and your Personal Greetings. Initially, SkyTel assigns a Security Code to you, which you can find 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) 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 SkyTel Pager Number.
2. Press **5** to access Subscriber Options.
3. Enter your current Security Code, followed by **#**.
4. Press **6** to change the code.
5. Enter your new 4- to 7-digit Security Code, then press **#**.
6. Reenter your new Security Code.

Need More Information?

For more SkyWord Plus system functions please refer to the SkyTel Two-Way 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.

SkyTel Customer Service 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 Two-Way 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 SkyTel Pager Number. (See the instructions for sending messages in this guide.)

The SkyTel Two-Way IVR also gives you access to your personal SkyTel mailbox. Through the IVR, you'll access your messages through Page Recall and SkyTalk Voice Mail. This is also your access to recording your Personal Greetings, changing your Security Code, even setting up and maintaining message distribution lists.

The Main Menu

After your personal greeting, this is the menu your callers hear.

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

To reach the **Main Menu**:

- Dial your SkyTel Pager Number.



Main Menu

1 Send a Numeric Message

2 Send a Voice Message

3 Dictate a Text Message

5 Access Messages

& Subscriber Options

6 Confirming Message Status

Enter the Confirmation Number

8 1 General Help

Send a Numeric or SkyTalk Voice Message

Dial your SkyTel Pager Number to reach the Main Menu.

- Press 1 to send a numeric message. Enter the area code and phone number,
OR
- Press 2 to send a SkyTalk voice message. Record your message.

The following diagram shows additional options for your message:

Send Messages Option Menu

Send Message

1 Direct Replies to a PIN (SkyTel Pager Number)

2 Receive Confirmation Number

3 Wait on the line for Delivery Confirmation

* Go to the Main Menu

1 Mark the Message "Urgent"

* Cancel Message

2 Review or Change Message

3 Future Delivery

Enter Date and Time

4 Add Recipient

Enter SkyTel Pager Number (PIN) or
Distribution List Number

5 Attach Sender ID

Enter your SkyTel Pager Number (PIN)

7 Mark Confidential

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 following diagrams outline important features of the SkyTel Two-Way 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.

To reach the Mailbox Menu:

1. Dial your SkyTel Pager Number to reach the Main Menu.
2. Press **[5]**, enter your **Security Code**, then press **[#]**.
3. Press **[*]**.

Mailbox Menu

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

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 SkyTel Pager Number to reach the Main Menu.
2. Press **[5]**, enter your Security Code, then press **[#]**.
3. Press **[*]** for the Mailbox Menu.
4. Press **[6]** to access "Review Voice Messages".

Review Voice Messages Menu

[1] New Messages
[2] Saved Messages
[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

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

Visit www.skytel.com for more information on all of the SkyTel products and services and to access our customer service area online. SKO-C-111

Terms and Conditions

SkyTel's provision of wireless messaging services ("Services") to You is expressly conditioned upon the Terms and Conditions set forth below, which are sometimes collectively referred to herein as the "Agreement". Any terms and conditions proposed by You which are in addition to or which conflict with these Terms and Conditions are expressly rejected by SkyTel and 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.

1. Services. Subject to these Terms and Conditions, SkyTel shall provide the Services to You throughout the term of the Agreement.

2. 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, this 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. 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 overcall 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.

3. Fees and Charges. You shall timely pay all fees and charges, including, without limitation, monthly Service fees (which are payable in advance and not contingent upon usage) and applicable usage and other 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 for the Services; 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. In the event You have purchased a messaging device from Office Depot for use with SkyTel's Advanced Messaging Services, SkyTel will forward coupons to You which will be redeemable for payment of the base monthly recurring airtime charges in months 12 and 24.

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 MESSAGING DEVICES OR THE WIRELESS MESSAGING NETWORKS 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 surfeasance 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 informational service which contains informational content and data ("Licensed Content") supplied through any third party unaffiliated with SkyTel (a "Content Provider"), You agree to the following: (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, and (b) 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, 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 CPG 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;