

Thank You for Joining the SkyTel Paging Family

We're sure you'll be pleased with your SkyWriter service. If you have any questions not answered in the paging materials you've received, please call 1-800-SKY-USER (1-800-759-8737) or log on to the SkyTel website at www.skytel.com for more information.

Visit us on the Internet at:
www.skytel.com



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Sky

Writer

Service Instructions

Table of Contents

Welcome	2
Service Level Pager Displays	3
Service Options.....	5
Free Features.....	6
SkyWriter Service Instructions	8
4 Easy Steps to Get Started	8
1. Paging Access Numbers.....	8
2. Personal Greetings.....	9
3. Send Yourself a Test Page.....	11
4. Let People Know How to Reach You	11
Retrieving Your Messages	
Page Recall	13
SkyTalk Messages.....	14
Changing Your Security Code.....	15
Sending a Text-to-Voice Message	16
Need More Information?	17
SkyTel Two-Way System Map	18
The Main Menu	18
Send a Numeric or SkyTalk Voice Message	19
The Mailbox Menu	20
Review SkyTalk Voice Messages.....	21
Terms and Conditions	23

Welcome to SkyTel SkyWriter® Service

And 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 messaging device 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.

Interactive Messaging – Your new pager and SkyTel SkyWriter® Interactive two-way service are your complete messaging solution. With SkyWriter service, you can receive complete word and number messages directly on your pager. Best of all, you can also send complete messages to other SkyTel customers, Internet email addresses, even telephones, directly from your pager without ever picking up a phone or turning on your computer. Each message can be up to 500 characters.

Guaranteed Message Delivery – You can relax with SkyWriter service. 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 messages via the Internet or telephone at no charge.

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

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).

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 SkyWriter, 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 13).

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.

It's Easy to Get the Message

SkyWriter makes it easy for your contacts to send you messages. They can:

- Send an Internet email addressed to your [SkyTelPagerNumber]@skytel.com.
- Go to www.skytel.com and use the "Send A Message" page.
- Use free SkyTel Access® software on their modem-equipped computer.
- Pick up the phone to send a numeric page, leave a voice message or dictate a message to a SkyTel operator.

And it's easy for you to send messages to your contacts. You can:

- Originate and send to an Internet email address, another SkyTel customer, even a U.S. telephone directly on your SkyWriter unit.
- Reply to messages with original responses, use a reply attached to the message by the sender or use a "canned" reply stored in your unit. When you reply with a sender-attached or canned response, it's free!

Service Options

The following options are available with your SkyWriter service. To add an option, please contact your SkyTel Sales Representative, or call SkyTel Customer Service at 1-800-SKY-USER (1-800-759-8737).

- **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.)
- **Corporate Access Number.** Single-number toll-free access to all SkyTel alphanumeric subscribers in your company. Callers dial one number and dictate their message to an operator who sends the message to the correct subscriber's pager. (Inquire for rates.)
- **SkyTel Fax Advance.** Now your faxes can follow you as easily as your messages. Have your faxes sent directly to your toll-free Personal Access Number – you decide when and where to receive them. View online, forward to email or send to a convenient fax. (\$4.95/month, standard usage charged for delivery confirmations and ad hoc forwarding.)

Free Features

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

- Your SkyTel Pager Number doubles as an Internet email address. That means your callers can send a message directly to your SkyWriter pager using their familiar email systems (up to 500 characters), and you can use your pager to send messages and replies to Internet email 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 a coverage area, or if you 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 at any time.
 - Toll-free, single-number access for your contacts who choose to reach you by telephone.
 - 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) and 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. SkyWriter 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.

IMPORTANT NOTE:

The features and options you've added to your SkyWriter 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. Listen carefully to the automated attendant to assist you in moving through the System. Press ***** at any time to go back to the previous menu, or **8|1** for general help.

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)

8 -

Personal Access Number

Your new SkyTel Pager Number is either 7 or 10 digits long. (10-digit PINs became effective February 14, 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-SKYTEL-2, 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

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 – 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 pager will notify me immediately, and I will call you back as soon as possible.").
- 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 toll-free Personal Access Number,
- OR
1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number (PIN), then press **#**.
- THEN
2. Press **5** to access Subscriber Options.
 3. Enter your Security Code, then press **#**.
 4. Press **9** to access the Subscriber Preference menu.
 5. 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 toll-free Personal Access Number,
- OR
1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number (PIN), then press **#**.
- THEN
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

- 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.

- Do your contacts have Internet email? Now they can send Internet email directly to your pager (up to 500 characters) by addressing it to your [SkyTelPagerNumber]@skytel.com (e.g., if your SkyTel Pager Number is 877-555-1212, your pager's email address is 8775551212@skytel.com).
- 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.
- Your contacts can send messages on a modem-equipped Windows or Mac computer using free SkyTel Access® software. Download your copy from the Customer Service area on the SkyTel website at 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 (PINS) 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:
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 a SkyTel 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 toll-free Personal Access Number,
OR
 1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number (PIN), then press [#].
- THEN
 2. Press [5] to access Subscriber Options.
 3. Enter your Security Code, then press [#].
 4. *If you are not a SkyTalk voice mail subscriber*, the automated attendant will give you the number of new and saved text messages in Page Recall.
 - Press [1] to review **new numeric and text** messages,
OR
 - Press [2] to review **saved numeric and text** messages,
- OR
 4. *If you are a SkyTalk voice mail subscriber*, the automated attendant will announce the number of new and saved voice messages. To access all of your messages, press [7] for Page Recall. (You must have new or saved messages in your mailbox to proceed.)

THEN

- 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 toll-free Personal Access Number, then press **#**,

OR

1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number (PIN), 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 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.

Changing Your Security Code

Your SkyTel 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) 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,

OR

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

THEN

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, then press **#**.

Sending a Text-to-Voice Message

With the SkyTel Text-to-Voice feature, you can send a SkyWriter message directly from your pager to almost any telephone in the continental U.S. Follow your pager manufacturer's guide for instructions on creating an address and sending a message from your pager.

Using the Text-to-Voice messaging feature is easy:

1. In your SkyWriter pager address book, create a new address in the following format: Name@PhoneNumber. For example: If John Doe's phone number is (123) 555-1212, his Text-to-Voice address is JohnDoe@1235551212.
2. Create a message on your SkyWriter pager.
3. Send the message to the address you created in step 1.

SkyTel will call the specified phone number and the recipient has the option to cancel or accept the call. If the recipient accepts the call, your message is read in a digitized voice and you'll receive a confirmation message.

We'll also send you a message if the line is busy or there is no answer. If the call is answered by a machine and no selection is made, you'll receive "Call answered, message not delivered."

PLEASE NOTE: Although the feature is free, additional usage charges apply to Text-to-Voice messages. Each message is billed at the normal character charge, plus 4 additional 10-character blocks. For more information, visit the SkyTel website at www.skytel.com.

Need more information?

For more SkyWriter 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.

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, set up your SkyTel Fax Advance service, even read the most recent copy of SkyLine, the SkyTel customer newsletter.
- Our Customer Service representatives can be reached by email at 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.

SkyTel Two-Way System Map

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



Main Menu

1 Send a Numeric Message

2 Send a Voice Message

3 Dictate a Text Message

5 Access Messages

& Subscriber Options

6 Confirm Message Status

Enter the Confirmation Number

8 1 General Help

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 (PIN), 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:

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 a PIN (SkyTel Pager Number) or Distribution List Number

5 Attach Sender ID

Enter your PIN (SkyTel Pager Number)

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

To reach the Mailbox Menu:

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 (PIN), then press **#**.
- THEN
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 |
| 6 Review Voice Messages | 9 Other Subscriber Preferences |
| 7 Page Recall | 2 Privacy Preferences |
| 1 Review New Messages | 3 Delivery Preferences |
| 2 Review Saved Messages | 4 Message Replay Preferences |
| 7 Select Voice Messages Only | 5 Sender ID Preferences |
| * Return to the Mailbox Menu | * To Return to the Mailbox Menu |
| | 8 1 General Help |

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
1. Dial 1-800-SKYTEL-2 (1-800-759-8352), enter your SkyTel Pager Number (PIN), 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 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 |

Terms and Conditions

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 for more information on all of the SkyTel products and services and to access our Customer Service area online.

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 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.

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 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. Informational 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.

