

WIRELESS INTERNET ACCESS AND RELATED SERVICES

Effective September, 2012

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1. Binding Agreement. Please read these Terms of Service ("Terms") carefully. These Terms are a contract between you and SNDC Wireless LLC ("SkyNet"). The Terms cover important information about all SkyNet services and equipment, regardless of whether the services and equipment are intended to provide wireless Internet access on the network, on the SkyNet- branded network, on another branded ("Future-branded") network for which SkyNet may elect at any time to offer services and/or equipment, or on some combination of these different branded networks. Unless otherwise stated, these Terms apply to all SkyNet-branded, and Future-branded wireless internet access services, including any voice and other related services (collectively, the "Service" or "Services"), and any SkyNet-supplied equipment (regardless of how branded) you use, purchase or lease in connection with the Services, including your modem ("Equipment"). These Terms include provisions governing **fees for early termination** subject to a "Term Commitment", as defined in Section 4(a)(iv) below) and late payments, limitations of liability, privacy, and **resolution of disputes by arbitration instead of in court.** You accept and agree to comply with, and be bound by, these Terms when you (a) sign or otherwise acknowledge (e.g., by checking a box or clicking a button) that you accept on paper or electronically; (b) use SkyNet's Service or Equipment; or (c) start any program that says you are accepting these Terms when doing so, whichever occurs first.**IF YOU DON'T WANT TO ACCEPT THESE TERMS, PLEASE DO NOT DO ANY OF THESE THINGS.**

These Terms incorporate and include the following documents (collectively, the "Other Documents") as part of the contract between you and SkyNet:

- The detailed Service plans that SkyNet, or one of its authorized dealers, provides or refers you to during the sales transaction, and any order confirmation materials and purchase receipt that SkyNet, or one of its authorized dealers, provides or sends to you when (or after) you sign up for Service from SkyNet.
- The Acceptable Use Policy ("AUP") describing how you can and cannot use the Service. The AUP can be found at: <http://www.sndc-ar.com>
- SkyNet's Privacy Policy describing how SkyNet may collect and use your personally identifiable and other information. This Privacy Policy can be found at: <http://www.sndc-ar.com>
- Any other policies relating to the Service that SkyNet may choose to develop and implement. These policies may be posted on the www.sndc-ar.com web site or the www.SkyNetDataCom.com web site, or may be sent to you via email, regular U.S. Mail, or any other permissible means.

To the extent that these Terms conflict with the provisions of any of these Other Documents, then these Terms shall control, unless SkyNet has expressly stated or agreed otherwise in writing, and the conflicting provisions of the Other Document(s) shall be deemed modified to the minimum extent necessary to be read consistently with these Terms.

2. SkyNet's Right to Change Terms and Your Related Rights.

SkyNet can change any of the Terms (including any documents incorporated within the Terms) at any time. SkyNet will provide you notice of any material changes through your invoice or by e-mail to the most recent email address associated with your SkyNet account. SkyNet additionally will announce any changes in the "Service Announcements" section and/or the "My Account" section of the SkyNet website which you can find at:

<http://www.sndc-ar.com>

Changes will become effective on the date SkyNet sends notice. Except as otherwise provided below, if you continue to use Service or Equipment after SkyNet sends notice, this will mean that you have agreed to be bound by the changes announced in that notice.

If SkyNet makes a change that has a materially disadvantageous effect on your Service, then you may cancel the affected Service, and if your Service plan included an "Early Termination Fee" (sometimes also referred to in these Terms as an "ETF", as defined in Section 4(e) below) and/or a "restocking fee" (as described in Section 4(f) below), then your ability to avoid liability for the payment of such ETF and/or restocking fee shall require that: (a) you call SkyNet's customer service department (at 870-875-1600) within thirty (30) days after SkyNet sends notice of the change; (b) you inform SkyNet in that notice or call that you want to cancel Service because of a materially adverse change to these Terms; and (c) SkyNet concurs (after good faith consideration) that you have been adversely affected by the change it has made in the Service that you want to cancel. If you fail to cancel Service in this manner, then you will be deemed to have accepted the change(s) SkyNet has made in such Service.

3. Service Limitations. This Section 3 describes certain Service availability limitations, variations on speed and bandwidth, service coverage, maintenance outages, how SkyNet manages the network, and credits for Service outages.

a. Availability of Service. The Service, including any internet phone (sometimes known as mobile "Voice Over Internet Protocol" or "VoIP") service or product, may not be available at any or all times in all areas. Even within coverage areas, and for a variety of reasons that may be beyond SkyNet's reasonable control, service availability, quality, signal strength, and network speeds may vary, be lower than advertised, or be insufficient for your desired use of the Service. At the time you purchase Service, you agree to provide SkyNet with the correct address of the primary place where you intend to use the Service. That address will be used to determine whether adequate coverage should be available based on SkyNet's coverage maps. Coverage maps only approximate SkyNet's anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice, depending on a variety of factors, some of which are discussed below. You agree that SkyNet is not liable for problems relating to Service availability or quality, regardless of the cause(s) of these problems. You further agree to promptly notify SkyNet of any changes in the primary Service address. In the event that (i) you provide SkyNet with valid documentation (e.g., a gas, electric or water bill; a driver's license; a statement from a moving van company) reasonably demonstrating that you have moved to a new primary Service address that is located in an area where adequate coverage is not available (based on SkyNet's coverage maps), and (ii) you call SkyNet's customer service department (at 870-875-1600) within sixty (60) days after your move to such new primary Service address, then subject to the next sentence, you may elect to cancel your Service(s) without being obligated to pay any Early Termination Fee that comprised part of your cancelled Service plan. Notwithstanding anything to the contrary contained in the immediately preceding sentence or elsewhere in these Terms, the following provisions will apply: in the event that you purchase a laptop or netbook from us for use in connection with Service that either you cancel, or SkyNet cancels for cause, then even if subsequent to your activation of SNDC service you have moved to a new primary Service address where adequate coverage is not available (based on SkyNet's coverage maps), you will remain obligated to pay any Early Termination Fee that comprised part of your cancelled Service plan. For purposes

of clarity, you specifically understand that your obligation to pay any restocking fee that comprised part of your cancelled Service plan shall remain unaffected by your move to a new primary Service address, regardless of whether that new address is located in an area where adequate coverage is not available.

b. Maintenance. To provide the best possible service to its customers, SkyNet periodically performs maintenance on its network. In some cases, this may require SkyNet to conduct either a planned or unplanned interruption of the Service. SkyNet will use commercially reasonable efforts to schedule maintenance outages in a way that minimizes the impact on customers, but SkyNet cannot guarantee that your Service will not be interrupted and cannot always give advance notice of such outages. You acknowledge and agree that SkyNet shall not be responsible for any losses or damages (of any kind) that may be suffered by you as a result of any Service interruptions due to maintenance outages.

c. Network Management. SkyNet reserves the right to engage in reasonable network management to protect the overall integrity of its network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at a particular location at any given time, excessive use will be determined primarily by resource consumption. For further information, please refer to SkyNet's Acceptable Use Policy, posted at <http://www.sndc-ar.com> which forms a material part of, and is incorporated by reference within, these Terms.

d. VARIATIONS OF SPEED; SERVICE QUALITY DISCLAIMER. THE SPEED AND BANDWIDTH AVAILABLE TO EACH COMPUTER OR DEVICE CONNECTED TO THE SKYNET NETWORK, AND HENCE THE QUALITY OF THE SERVICE, MAY VARY FOR MANY REASONS, WITHIN OR BEYOND SKYNET'S CONTROL, INCLUDING WITHOUT LIMITATION: (i) THE NUMBER OF USERS, COMPUTERS OR DEVICES CONNECTED SIMULTANEOUSLY TO THE NETWORK, AND THE TYPES OF USAGE IN WHICH THEY ARE ENGAGED; (ii) THE AMOUNT OF DATA BEING TRANSFERRED OVER THE NETWORK, (iii) NETWORK SIGNAL QUALITY; (iv) PERFORMANCE CAPABILITIES OF YOUR EQUIPMENT AND THE EQUIPMENT OF THIRD PARTIES; (v) TERRAIN AND FOLIAGE; (vi) WEATHER AND ATMOSPHERIC CONDITIONS; AND (vii) BUILDING STRUCTURE AND MATERIALS. NEITHER SKYNET, NOR ITS AFFILIATES, AGENTS OR SUPPLIERS, WARRANT OR REPRESENT THAT THE EQUIPMENT OR SERVICE (A) WILL MEET YOUR REQUIREMENTS OR (B) WILL BE UNINTERRUPTED, WITHOUT DELAY, ERROR-FREE, OR FREE FROM SERVICE DEGRADATION.

e. Credits. SkyNet's sole liability for interruptions or degradations of the Service shall be as set forth in this Section 3(e). In the event of an interruption of the Service that continues for a consecutive period of twenty-four (24) hours or more, SkyNet will credit your account for an amount equal to the prorated charges (including any applicable taxes) for your Service during the affected period, provided that you **must** request the credit within fifteen (15) days of the commencement of the Service interruption or degradation. Such request may be made by a telephone call to SkyNet's customer service department (at 870-875-1600). Alternatively, SkyNet may elect in its sole discretion to issue credits to customers for Service problems. No credit will be available if the interruption or degradation period

results from any "Excluded Causes", as described in Section 6(d) below (Equipment Warranty). Any credit that SkyNet issues to you pursuant to this Section 3(e) may be used by you for/toward future Service that you order or purchase from SkyNet; provided, however, that you specifically acknowledge and understand that such credit shall not be refundable to you, in whole or in part, under any circumstances. **THIS SECTION 3(e) SETS FORTH YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY INTERRUPTION OR DEGRADATION OF THE SERVICE.**

4. Term of Service; Rate Plan Pricing Feature; Termination; Term Extensions; and Early Termination Fees.

a. Term of Service. SkyNet may offer the Service on an hourly basis, a daily basis, other fixed short term (e.g., seven (7) consecutive days; thirty (30) consecutive days; etc.), month-to-month subscription, or term subscription basis. The following is a description of these service offerings:

(i) 2-Hour Pass; 24-Hour Pass. If you purchase a two (2)-hour pass ("2-Hour Pass") or a twenty-four (24)-hour pass (a "Day Pass") to access the Service, you will be able to use the Service for the period described in the acceptance materials that you receive as part of your sales transaction, or in your order confirmation or purchase receipt. Once your 2-Hour Pass period or your Day Pass period (as applicable) expires, you will forfeit any unused internet time during that period, and you will be required to purchase additional time to continue using the Service.

(ii) Fixed Short Term. In addition to the two (2)-hour period and the twenty-four (24) -hour period described in Section 4(a)(i) above, SkyNet may elect (in its sole discretion) to afford you the opportunity to access the Service for another fixed, short-term period or "session" (e.g., seven (7) consecutive days; thirty (30) consecutive days; etc.). In that situation, you will be able to use the Service for the period described in the acceptance materials that you receive as part of your sales transaction (which materials may be in the form of a stored-value card or electronic PIN), or in your order confirmation or purchase receipt. Once such period expires, you will forfeit any unused internet time during that period, and you will be required to purchase additional time to continue using the Service; provided, however, that SkyNet may elect (in its sole discretion) to provide you with the option to pre-authorize the automatic continuation of your Service for consecutive rolling periods of the same length as the initial Service period, in which case SkyNet, at the commencement of each such period, will charge your "Card" (as defined in Section 5(a) below), or other SkyNet-approved payment method, for (A) the amount that you paid for the initial Service period or (B) any different amount to which you theretofore may have consented; and, provided further, that you will have the right at any time to opt-out of such automatic continuation of your Service.

(iii) Month-to-Month Subscriber. If you purchase a month-to-month subscription to the Service, you will be able to use the Service for any consecutive monthly period that has been paid in advance, as described in the acceptance materials that you receive as part of your sales transaction, or on your order confirmation or purchase receipt. For example, if you purchase a month- to-month subscription and your billing cycle begins on the eighth day of the month, then you will be charged on the eighth day of the following month and each month thereafter, and your Service will continue to be provided for consecutive monthly periods as long as you continue paying in a timely way.

(iv) Term Subscriber. Some of the Services that we offered require you to maintain Service with SkyNet for a minimum period, usually two (2) years ("Term Commitment"). After you have satisfied the Term Commitment for any

such Service, that Service will continue on a month-to-month basis and will not be subject to an Early Termination Fee (or restocking fee, as applicable);

b. Rate Plan Pricing Feature. At certain times and in certain markets, SkyNet may offer to new customers a promotional rate plan that sets forth a lifetime or "For Life" rate. Any such lifetime or "For Life" rate refers solely to the Service, and not to any Equipment purchase or rental, and is subject to certain additional conditions contained in the acceptance materials, order confirmation, or receipt for your Service purchase. If a lifetime or "For Life" rate applies to your Service, you specifically acknowledge and understand that this is a pricing feature of your rate plan, and not a guarantee that SkyNet (or any other entity) will continue providing the particular Service you have purchased, at the location where you have purchased the Service. Any such lifetime or "For Life" rate is limited to the life of the SkyNet account. **CHANGES THAT YOU MAKE TO YOUR SKYNET RATE PLAN OR ACCOUNT MAY INVALIDATE A LIFETIME OR "FOR LIFE" OFFER.**

c. Cancellation by You. You can cancel any or all Services, at any time by calling SkyNet's customer service department, at 870-875-1600 and telling SkyNet to deactivate the Service; provided, however, and as explained in greater detail in subsection 4(g) below, that any entitlement by you to a refund of any Service fee that you previously have paid shall apply solely, and on a one (1)-time only basis, if (i) your initial Service session is in the form of a monthly rate plan, and (ii) you cancel such initial monthly Service session within fifteen (15) days after the commencement thereof, by either calling Customer Care (at 870-875-1600) or visiting the retail location where you originally purchased your SNDC Service. After you cancel any or all Services in this manner, SkyNet no longer will charge any monthly Service fees (or any Service fees covering any other period of time) to your "Card" (as defined in Section 5(a) below), bank account, or other SkyNet-approved method of payment. However, subject solely to subsection 4(g) below, you are responsible for all charges for Services (if applicable) and Equipment leasing incurred prior to the date of deactivation of your cancelled Service(s) (including, without limitation, any Early Termination Fee or restocking fee that may apply. If you deactivate Service(s) before the end of a billing period (or before the end of any individual, stand-alone, time-based or usage-based Service session that you may have purchased), then subject solely to (A) the limited monthly Service fee (and monthly Equipment lease fee, if applicable) proration entitlement for certain qualified customers who are exercising their "Return Policy" right as described in Section 4(f) below, and (B) the limited, one-time-only monthly Service fee refund entitlement for certain qualified customers who are exercising their Return Policy right as described in Section 4(g) below, SkyNet will not prorate charges for that billing period (or Service session, as applicable) or issue you a credit for any portion of that billing period (or Service session, as applicable).

Upon termination of Service for any reason, SkyNet may, to the extent permitted by applicable law, delete any voicemails, data, files, electronic messages, or other information stored on SkyNet's or its suppliers' servers or systems.

d. Termination by SkyNet. SKYNET MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR ANY AGREEMENT BETWEEN SKYNET AND YOU WITHOUT NOTICE FOR ANY GOOD CAUSE, INCLUDING, WITHOUT LIMITATION, upon receipt of adverse credit information about you at any time (i) breaches these Terms; (ii) pays late; (iii) provides credit information that SkyNet is unable to verify; (iv) provides SkyNet with any inaccurate or incomplete information; (v) damages or tampers with, or allows anyone else to damage or tamper with, any

Equipment; (vi) incurs charges greater than any billing or credit limitation on your account (even if SkyNet has not yet billed for those charges); (vii) transfers Service to another person without SkyNet's advance written consent; (viii) becomes insolvent, goes bankrupt, or threatens bankruptcy (except as prohibited by law); (ix) uses the Service in a way that violates SkyNet's Acceptable Use Policy, any other agreement you may have with SkyNet, or any other policy affecting your Service that SkyNet may choose to develop and implement.

Upon termination of Service for any reason, SkyNet may, to the extent permitted by applicable law, delete any voicemails, data, files, electronic messages, or other information stored on SkyNet's or its suppliers' servers or systems.

e. Early Termination Fees; Restocking Fees. If you purchase any Service under a rate plan requiring you to maintain Service for a Term Commitment, **THEN UNLESS STATED OTHERWISE IN THESE TERMS OR ON YOUR ORDER CONFIRMATION, AN EARLY TERMINATION FEE (OR A RESTOCKING FEE, AS APPLICABLE) WILL APPLY IF YOU CHOOSE TO CANCEL YOUR SERVICE BEFORE THE END OF YOUR TERM COMMITMENT, OR IF SKYNET TERMINATES YOUR SERVICE FOR CAUSE BEFORE THE END OF YOUR TERM COMMITMENT.**

The Early Termination Fee (or restocking fee, as applicable) is part of SkyNet's rates, is not a penalty, and applies only to the extent permitted by law. SkyNet will disclose your initial Term Commitment and the amount of the Early Termination Fee (or the amount of the restocking fee, as applicable) in the Service plan description that you receive as part of the sales transaction or on your order confirmation or purchase receipt. All Early Termination Fees (but not any restocking fee) will decline over the life of the then-existing Term Commitment, as potentially extended pursuant to Section 4(a)(vii) above.

f. Return Policy for Services and Devices Purchased. You may cancel SkyNet-branded, or other Future-branded Service without paying an Early Termination Fee (or a restocking fee, as applicable) if you cancel **WITHIN THIRTY (30) DAYS** of initially signing up for such Service (the "Return Period"). With regard to any cancellation by you of SkyNet-branded, or other Future-branded Service, then you remain responsible to pay for the Service and all charges, fees and taxes (including any Equipment lease fee, but excluding any Early Termination Fee or restocking fee) incurred during the Return Period through the date of cancellation. To cancel SkyNet-branded Service during the Return Period, you must **within the Return Period**, call SkyNet's customer service department (at 870-875-1600) and give SkyNet notice of your intention to cancel Service. In addition, once you have cancelled SkyNet-branded, or other Future-branded Service, you will be obligated immediately to return, in undamaged condition and in good working order, any Equipment you purchased or leased at the time of activation (i.e., with original packaging and all contents intact). Unless an authorized representative of SkyNet's customer service department expressly instructs you otherwise, you should use the electronic, prepaid mailing label that SkyNet emails to you in order to return the Equipment to SkyNet at the address set forth on that label. If you cancel the SkyNet-branded Service during the Return Period and you return the leased Equipment, in undamaged condition and in good working order, to SkyNet within thirty (30) days of your Service cancellation date, then you will not be charged any "Device Non-Return Fee" (as described in Section 6(b) below) with respect to such leased Equipment. However, if you fail (for whatever reason) to return any and all leased Equipment, in undamaged condition and in good working order, to SkyNet within thirty (30) days of your Service cancellation date and otherwise in accordance with the provisions of this Section 4(f), then as further discussed in Section 6(b) below, you additionally shall be responsible for the payment to SkyNet of Device Non-Return Fee in an amount equal to the lesser of (i) the then-fair market value of the Equipment or (ii) the

then-applicable "Device Non-Return Fee" amount for such particular leased Equipment, as set forth at www.sndc-ar.com/legal/etf. SkyNet shall be entitled to automatically charge the amount of the Device Non-Return Fee to your "Card" (as defined in Section 5(a) below), bank account, or other method of payment that you have provided to SkyNet for any purpose. For customers of , SkyNet-branded, or other Future-branded service who have purchased Equipment from SkyNet, then provided that you (A) comply with each of the requirements discussed above for cancelling Service within the Return Period ("Return Policy") and (B), return the purchased Equipment to SkyNet (in undamaged condition and in good working order) within thirty (30) days of your Service cancellation date, you will be entitled to receive a refund of the Equipment purchase price (including any taxes that you paid thereon), less (I) rebates received (or applied for) and (II) shipping costs. Notwithstanding anything to the contrary contained in this Section 4(f) or elsewhere in these Terms, if (1) you have purchased Equipment from SkyNet in the form of a laptop or netbook, (2) you cancel Service pursuant to the Return Policy described herein, and (3) you fail (for whatever reason) to return such laptop or netbook, in undamaged condition and in good working order, to SkyNet within thirty (30) days of your service cancellation date and otherwise in accordance with the provisions of this Section 4(f), then you shall remain responsible for the payment to SkyNet of the Early Termination Fee(s) that comprised part of your cancelled rate plan. SkyNet shall be entitled to automatically charge the amount of such Early Termination Fee(s) to your Card, bank account, or other method of payment that you have provided to SkyNet for any purpose.

5. Billing for Services. This Section 5 describes how SkyNet bills you for Service and Equipment, overage charges applicable to certain SNDC accounts, and SkyNet's rights if you do not timely pay in full for Service or Equipment or if your account is delinquent.

a. How You Will Be Billed. You will pay SkyNet for the Service and Equipment using your credit, debit, or other acceptable bank card (the "Card") or through an electronic funds transfer ("EFT") that debits funds directly from a bank account that you designate; provided, however, that EFT is not presently an option for Service accounts for the purchase of individual, stand-alone, time-based or usage-based Service sessions; and, provided further, that SkyNet subsequently may permit (in its sole discretion) the purchase of individual, stand-alone, time-based or usage-based Service sessions by means of cash and/or another method of payment that SkyNet subsequently may elect to authorize. The Card and/or EFT-related information (if applicable) you have provided to SkyNet must be valid and up to date (i.e., not expired) at all times. If your Card information or Card status is not valid and up to date, your account balance(s) will not be timely paid, and SkyNet may suspend or terminate the Service for cause and/or charge you late charges, re-activation fees, and/or any applicable Early Termination Fees or restocking fees (as described in Sections 4(e) and 4(f) above).

As part of the order process, or whenever you update your Card information on file with SkyNet, SkyNet will pre-authorize two charges on your account with your Card. The first will be for the sum of One Dollar (\$1.00) or Two Dollars (\$2.00) to test the validity of the Card. (This sum is not actually charged to your Card, but rather serves as a temporary hold that the Card-issuing bank should release within 10-15 days.) The second will be for the amount of your initial period (or next period, as applicable) of ordered Service (i.e., one (1) month in the case of a Term Subscriber), plus any applicable taxes. However, in the case of an update of your Card information on file with SkyNet, which update occurs greater than five (5) days in advance of your then-current bill cycle end date, then in lieu

of any of the amounts set forth above in this paragraph, the amount of the charge that SkyNet will pre-authorize on your account (with your updated Card) shall equal the greater of (A) the charge for your next period of ordered Service, plus any applicable taxes, or (B) Twenty Dollars (\$20.00). As an additional part of the order process, customers of SkyNet-branded Service who are subject to a Term Commitment will have the option to make a lump-sum, advance payment to SkyNet that covers, for an initial two (2)-year period, the recurring monthly plan rate (plus taxes) for the Service you have ordered. If you are a customer of SkyNet-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, then after the initial month of Service, and subject solely to the immediately preceding sentence and to the cancellation provisions of these Terms, SkyNet will invoice you, on a monthly basis, for the Service (including any add-on features), any "Overage Charges" (as defined in Section 5(b) below), and any Equipment SkyNet leases to you. As stated above, these invoices will be available to you solely in "My Account" or by means of an email that SkyNet may elect to send to you.

For a customer of SkyNet-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, monthly charges will be automatically charged to your Card (or debited via EFT from your e-check account on record, if and as applicable), as specified on the order confirmation or purchase receipt that SkyNet provides to you. As a customer of SkyNet-branded, or other Future-branded Service who is subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, you agree that SkyNet may charge your Card (or debit via EFT, if and as applicable) all amounts owed in connection with your SkyNet account, and you further agree to pay in full to SkyNet all outstanding balances when due.

For customers purchasing an individual, stand-alone, time-based or usage-based Service session, for which no Term Commitment applies, charges for the particular Service session purchased will be satisfied first by means of an automatic reduction of any credit balance that may be available in your account. If such credit balance is less than the outstanding charges, then the difference between those two amounts will be charged to your Card. In/at certain retail sales channels and locations, such difference may be payable by means of cash (with an additional processing or convenience fee potentially to be owed by the customer in conjunction with such cash payment). As a customer purchasing an individual, stand-alone, time-based or usage-based Service session, for which no Term Commitment applies, you agree that SkyNet may reduce your account credit balance by, and (if necessary) charge your Card for, all amounts owed in connection with your SkyNet account, and you further agree to pay in full to SkyNet all outstanding balances when due. You acknowledge that to the extent that any portion of your account credit balance results from (I) your placement of cash funds into your account and/or (II) SkyNet's issuance to you of an account credit (e.g., as an accommodation/resolution in a billing or Service dispute between SkyNet and you), then that portion of your account credit balance is usable toward future Service sessions that you may order or purchase from SkyNet but is not refundable to you under any circumstances.

b. Data Plans/Overages If you subscribe to a SkyNet-branded, or other Future-branded sService for one or more monthly periods or monthly Service sessions, then with the sole exception of any SNDC 4G service for which the

monthly bandwidth amount is listed specifically as "unlimited" in your Service plan description or on your order confirmation or purchase receipt, you will be entitled to use each such Service for the respective monthly bandwidth amounts (the "Plan Amount") listed in your Service plan description or on your order confirmation or purchase receipt. Upon reaching your Plan Amount during any monthly billing period or monthly Service session, then in accordance with the terms of your particular rate plan, as set forth in your Service plan description (that you receive as part of the sales transaction) or on your order confirmation or purchase receipt, one of the following provisions will apply: either (i) you will be precluded from continuing to access and use the Service (i.e., through the end of your then-current monthly billing period or monthly Service session) unless and until you purchase additional data in an amount then being offered for sale by SkyNet; or (ii) SkyNet automatically will charge you, and you agree to pay, an additional internet service usage fee per megabyte (or fraction thereof) or per gigabyte (or fraction thereof) of additional bandwidth consumed through the end of your then-current monthly billing period or monthly Service session (the "Overage Charge"). The rate for this Overage Charge will be as set forth in your Service plan description (that you receive as part of the sales transaction) or on your order confirmation or purchase receipt. Regardless of whether provision (i) above or provision (ii) above applies, your Plan Amount does not roll-over from month to month, but rather expires in its entirety at the end of each monthly billing period. You should read and familiarize yourself with SkyNet's Acceptable Use Policy, which (as stated above) forms a material part of these Terms and which sets forth examples of permissible and non-permissible uses of the Service.

c. Suspension or Termination for Non-Payment. If you do not pay your account in full by any due date, whether under your billing cycle or otherwise, then at any time thereafter, unless your past due account balance (including any late payment fees and other amounts that SkyNet contractually or legally is entitled to charge) has been brought to zero, then SkyNet may suspend or terminate the Service and SkyNet additionally may suspend the ability to use the Equipment that you have purchased for use in association with your suspended or terminated Service. Furthermore, SkyNet may terminate your Service if your Card expires or your bank account is closed or suspended (as applicable), to the extent that you are subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, you have not provided SkyNet with a valid replacement Card (or valid EFT-related information, if and as applicable). In the event of such suspension or termination by SkyNet, you promptly will pay to SkyNet any and all outstanding fees and all collection costs and fees, including a reasonable suspension fee (as determined in SkyNet's sole discretion), reasonable attorneys' fees and late fees (and further including, in the event of termination of any SkyNet-branded, or other Future-branded Service for which a Term Commitment applies, any applicable Early Termination Fee and/or restocking fee) incurred or charged by SkyNet. SkyNet may, but is not required to, reactivate your Service if you bring your account current after Service has been suspended or terminated; provided, however, that if (i) you have purchased Service in the form of a time-based or usage-based rate plan for which no Term Commitment applies, (ii) your SkyNet account has been suspended pursuant to this Section 5(c), (iii) you fail to bring such account current within thirty (30) days after such suspension date, and (iv) you are in the midst of a particular Service session on such suspension date, then you will forfeit any theretofore unused time or bandwidth (as applicable) in such Service session. Before Service may be reactivated, you must pay SkyNet all past due amounts, late payment fees, and applicable taxes, plus a reasonable suspension/termination charge (as determined by SkyNet) per account to cover SkyNet's administrative costs associated with the suspension/termination. In addition, if you are subject to a Term Commitment or otherwise on a recurring monthly automatic payment schedule, then you may be

required to provide SkyNet with a deposit (in an amount determined by SkyNet, within then-prevailing industry parameters) as a condition to reactivating your Service. Notwithstanding any reactivation of your Service, and as set forth in Section 4(d) above, if you were a SNDC internet phone service customer whose telephone number (associated with that service) previously had been transferred to SkyNet from another voice service provider, then upon the termination of your Service by reason of your non-payment of any amount(s) due to SkyNet (and in accordance with applicable federal regulations), such telephone number will be automatically and permanently returned for reassignment to the numbering pool of the original voice service provider, and SkyNet may not be able to recover such telephone number. You agree that the "SkyNet Parties" (as defined in Section 15 below) will have no liability whatsoever for the inability (for whatever reason) to maintain such telephone number or to transfer such telephone number to a new voice service provider.

d. Delinquency/Late Fees. All delinquent charges and charges not honored by your Card issuer or bank will be subject to a late fee equal to 1.5% (or the highest percentage or dollar amount that is allowed by applicable law, whichever is lower) of the delinquent amount or Five Dollars (\$5.00) per month (or portion of a month), whichever is greater. Except to the extent prohibited by applicable law, SkyNet may charge a late fee pending the resolution of any disputes you may have raised regarding your invoiced charges, provided that SkyNet will reverse late fees with respect to any charges that subsequently are removed from your account as a result of the dispute process being resolved in your favor.

6. Equipment. This Section 6 describes your responsibilities with respect to leased Equipment (if applicable), including the Device Non-Return Fee and restrictions on tampering with Equipment. This Section 6 also provides the sole warranty relating to purchased Equipment and describes what you should do if Equipment is lost or stolen.

a. Term of Equipment Lease (If you lease Equipment from SkyNet, then your lease of that Equipment shall be on a month-to-month basis, even if your Service plan description includes a Term Commitment (as defined in Section 4(a)(iii) above).

b. Return of Leased Equipment; Device Non-Return Fee. If you lease Equipment from SkyNet, you must return all leased Equipment, undamaged and in good working order, within thirty (30) days after termination of Services or within thirty (30) days after written notice from SkyNet to return the Equipment (e.g., in connection with an exchange or upgrade of leased equipment, in which case the written notice to return the previously leased equipment may be sent via email in advance of, or in accompaniment of, the prepaid mailing label that is emailed to you for use in returning such previously leased Equipment), whichever occurs sooner. If you do not return all leased Equipment, undamaged and in good working order, reasonable wear and tear excepted, within thirty (30) days after termination of Services or after SkyNet's written request (as applicable), then as previously discussed in Section 4(f) above, you agree that SkyNet may charge you, and you agree to pay to SkyNet, the Device Non-Return Fee in an amount equal to the lesser of (i) the then-fair market replacement value of the Equipment or (ii) the then-applicable "Device Non-Return Fee" amount for such particular leased Equipment, as set forth at <http://www.sndc-ar.com>. You authorize SkyNet to charge such amounts to any Card, bank account, or other method of payment you provide, or previously have provided, to SkyNet for any purpose (but not to any such previously provided Card or bank account that you have notified us is closed or no longer valid). You may not revoke this authorization to charge your Card or bank

account for any failure to timely return leased Equipment, undamaged and in good working order, even if you notify us of your intent to cancel your Service or otherwise revoke authorization to charge your Card, bank account, or other method of payment for other purposes. In addition, if you fail to return to SkyNet (for whatever reason) any leased Equipment, undamaged and in good working order (reasonable wear and tear excepted), within thirty (30) days after the earlier of (A) termination of Services or (B) written notice from SkyNet to return such leased Equipment, then in addition to incurring and being responsible for the payment of the applicable Device Non-Return Fee for such leased Equipment, you shall become subject to the immediate and permanent "deactivation" of such leased Equipment, whereby such leased Equipment no longer will be able to access or connect to the Internet regardless of the entity that is providing Internet service to you.

c. Repair or Replacement of Leased Equipment; Refurbished Equipment; Non-Transfer of Leased

Equipment. SkyNet may replace, upgrade, repair, or otherwise modify any leased Equipment, and SkyNet will repair or replace any properly maintained leased Equipment that fails to operate as required for the delivery of Service. SkyNet may supply a refurbished modem for purchase or lease, but there will be no offset, discount, or other reduction in purchase or lease price for that reason. You may not modify leased Equipment in any way or sell, encumber, or otherwise transfer the leased Equipment to any other person or entity.

d. Warranty on Purchased Equipment. If you purchased your Equipment from SkyNet or another SkyNet-authorized retail sales channel, your Equipment is covered by a limited warranty from its manufacturer. This manufacturer's limited warranty provides that your Equipment will be substantially free from material defects, under normal use in compliance with the manufacturer's and SkyNet's instructions, for one of the following applicable periods: (i) with respect to new Equipment, for a period of one (1) year from the date you receive the Equipment; and (ii) with respect to refurbished Equipment, for a period of ninety (90) days from the date you receive the Equipment ("Limited Warranty"). This Limited Warranty excludes any defects resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, an act of God, use of the Equipment by an unauthorized person, your failure to comply with the Equipment manufacturer's or SkyNet's policies or with any other instructions provided by the Equipment manufacturer or SkyNet, actual or attempted alteration of or additions to the Equipment not explicitly approved in advance (in writing) by the Equipment manufacturer and SkyNet, or any other cause beyond the reasonable control of the Equipment manufacturer and SkyNet, all as reasonably determined by the Equipment manufacturer and SkyNet (collectively, "Excluded Causes"). Repair or replacement of the Equipment, in SkyNet's discretion, and reperformance of the installation of the Equipment are SkyNet's only responsibility, and your exclusive remedy, for breach of any warranty regarding the Equipment. This Limited Warranty is personal to you, and will terminate immediately upon the sale or transfer of the Equipment or expiration or termination of the Service (for any reason). Neither your Equipment manufacturer, SkyNet, nor any other party makes any other warranty, express or implied, with regard to the Equipment. For additional restrictions and details regarding this Limited Warranty, please read the full Limited Warranty description posted at www.sndc-ar.com/legal/warranty.

e. Tampering with the Equipment. You must not use the Service with any equipment that has an altered electronic serial number or equipment identifier or any equipment that has undergone a factory reset, without seeking and obtaining SkyNet's express advance written permission in each instance. In addition, you may not use any serviced,

altered, modified, stolen, or tampered equipment with the Service, and you may not permit any other person to do so (unless specifically authorized in advance by SkyNet, in writing).

f. Theft or Fraudulent Use of the Service; Loss or Theft of Equipment. If your Equipment is lost or stolen, or if you become aware at any time that the Service has been stolen or is being fraudulently used, it is very important that you notify SkyNet immediately, so that SkyNet can suspend your Service (and the ability to use any Equipment that you have purchased or leased for use in association with that Service) in order to prevent further usage and limit your liability. You can do this by (i) logging into My Account (at <https://snc-ar.com/my-account/signin>) to request a suspension of your Service or (ii) calling SkyNet's customer service department at (888) 888-3113. Once you notify SkyNet, SkyNet will suspend your Service (i.e., until you possess replacement Equipment usable with the Service or such fraudulent activity has ceased, as applicable), and you will not be responsible for charges incurred with the lost or stolen Equipment during that period of suspension. If you purchased Service prior to October 30, 2011 and a Term Commitment applies to your Service, then you will be obligated to fulfill the remainder of your Term Commitment, which will be deemed extended by the full duration of the period that your Service is suspended; and, if you do not fulfill the remainder of your Term Commitment, then the Early Termination Fee (or the restocking fee, as applicable) will become due and will be chargeable automatically by SkyNet to your Card (or through an EFT, if and as applicable).

7. Support. Prior to contacting SkyNet's customer service for assistance, you may elect to use the troubleshooting guides and user information provided by SkyNet, or available at www.snc-ar.com/support/faq. If you request a service call to your Service location and SkyNet determines that the problem is your responsibility, then SkyNet reserves the right to charge you a reasonable fee for the cost of the technician's service call, and you hereby pre-authorize SkyNet to charge that fee to your Card or bank account. If you desire to file a warranty claim pursuant to Section 6(d) above, please call SkyNet's customer service department (at (870) 875-1600).

8. Privacy; Business Relationship Consent.

a. Privacy Policy. SkyNet's Privacy Policy (posted at www.snc-ar.com/legal/privacy) describes how SkyNet may collect and use your personally identifiable and other information, including your customer proprietary network information (CPNI), applicable to internet data and phone service subscribers. SkyNet's Privacy Policy constitutes part of these Terms.

b. Consent to Business Relationship. When you sign up for the Service, and as part of your business relationship with SkyNet, you will be asked to provide a telephone number. Regardless of whether this is a wired or wireless number or whether this number is listed on the Do-Not-Call Registry, you consent to being contacted by SkyNet (and/or its designated agents) at this number, for any purpose (including sales, marketing and promotional offers) and by any means (including autodialed or prerecorded voice calls and text messages). In this regard, you specifically acknowledge and understand that you may incur, and will bear sole responsibility for, charges related to these incoming calls or messages.

9. Ownership; No Licenses; Third Party Software. The Service and leased Equipment, and any firmware or software used to provide the Service embedded in any Equipment or used in connection with the Service; all Service

information, documents and materials delivered to you by SkyNet or located on the www.SkyNet.com website or the www.sndc-ar.com website; and all names, service marks, trademarks, trade names, logos, domain names, and patents of SkyNet (collectively, the "SkyNet Assets"), are and will remain the sole property of SkyNet (and/or its affiliate). Nothing in these Terms grants you the right or license to use any of the SkyNet Assets, except on a non-exclusive basis in connection with your personal use of the Service in strict compliance with each of these Terms. The Service may require third-party software to be installed in order to function. SkyNet shall not be liable for any use or installation of such software. Any third-party software installed shall be governed by that third-party's end-user license agreement (see the listing of "Other Documents" under Section 1 above). By accepting these Terms, you agree to accept the terms of those third-party end-user license agreements and to look solely to the provider(s) of such third-party software to handle and resolve any problems or issues relating to the use or installation of any such third-party software.

10. Credit Reporting Agencies You authorize SkyNet to ask trade references and (if you are seeking to sign up for Service on other than a month-to-month, weekly, Day Pass, or 2-Hour Pass basis) consumer reporting agencies to furnish SkyNet with employment and credit information about you, and you consent to SkyNet's rechecking and reporting personal and/or business payment and credit history, as well as to SkyNet's entering this information in your file and to disclosing this information concerning you to appropriate third parties for allowable business purposes. You understand that a credit inquiry could adversely affect your credit rating. You authorize SkyNet to report your payment record to credit-reporting agencies.

11. Disclaimers and Limitation of Liability. This Section 11 includes important statements about the scope of the sole warranty made to you and a description of certain things for which SkyNet will not be liable in connection with the Service.

(a) DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE ONLY WARRANTY BEING MADE ABOUT THE SERVICE AND EQUIPMENT IS THE MANUFACTURER'S EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(d) ABOVE. THE SKYNET PARTIES (SEE THE "DEFINITIONS" IN SECTION 15 BELOW) DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AVAILABILITY, NON-INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR EQUIPMENT, OR NON-INFRINGEMENT.

ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS, OR OTHER DOCUMENTS NOT EXPRESSLY INCORPORATED HEREIN (SEE "OTHER DOCUMENTS"), AND ANY STATEMENTS MADE BY ANY SKYNET EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY ANY SKYNET PARTIES. SKYNET DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON SKYNET'S BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE EQUIPMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE EXCLUSIONS IN THIS SECTION 11 MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

(b) LIMITATION OF LIABILITY.

THE SKYNET PARTIES SHALL NOT BE LIABLE OR OBLIGATED IN CONNECTION WITH THESE TERMS, UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL OR EQUITABLE THEORY, FOR:

- ANY AMOUNTS IN EXCESS OF THE TOTAL FEES PAID TO SKYNET FOR THE SERVICE OR EQUIPMENT DURING THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO LIABILITY;
- ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICE, PRODUCTS, OR RIGHTS;
- ANY LOSS OR CORRUPTION OF DATA; DELAYED, DEGRADED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET (SUBJECT SOLELY TO THE PROVISIONS OF SECTION 3(e) ABOVE); INABILITY TO MAKE, COMPLETE OR RECEIVE CALLS USING THE INTERNET PHONE SERVICE; OR DAMAGE TO ANY HARDWARE, SOFTWARE, OR THE SERVICE LOCATION;
- ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES AND/OR LOST PROFITS OF ANY KIND OR AMOUNT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES OR LOST PROFITS THAT MAY ARISE FROM OR RELATE TO THE INABILITY OF SKYNET (FOR WHATEVER REASON) TO TRANSFER AND MAINTAIN YOUR EXISTING TELEPHONE NUMBER (i) FROM ANOTHER VOICE SERVICE PROVIDER WHEN YOU DESIRE TO TRANSFER SUCH TELEPHONE NUMBER FOR USE IN CONNECTION WITH YOUR ESTABLISHMENT OF INTERNET PHONE SERVICE WITH SKYNET OR (ii) FOR ANOTHER VOICE SERVICE PROVIDER WHEN YOUR INTERNET PHONE SERVICE WITH SKYNET IS TERMINATED (BY YOU OR BY SKYNET, FOR ANY REASON, INCLUDING YOUR NON-PAYMENT OF ANY AMOUNT(S) DUE TO SKYNET) AND YOU ARE SWITCHING TO SUCH OTHER VOICE SERVICE PROVIDER;
- ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY OTHER USER'S DATA; OR
- ANY DAMAGES ARISING FROM ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OR CAUSES OUTSIDE OF SKYNET'S REASONABLE CONTROL.

THE EXCLUSIONS AND LIMITATIONS CONTAINED IN THIS SECTION 11 SHALL APPLY WHETHER OR NOT SKYNET WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SUBJECT SOLELY TO YOUR RIGHTS AS EXPRESSLY SET FORTH IN SECTIONS 3(e) AND 6(d) ABOVE, IF YOU ARE DISSATISFIED WITH THE SERVICE OR EQUIPMENT, OR IF YOU HAVE ANY OTHER DISPUTE WITH SKYNET OR CLAIM AGAINST SKYNET, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE (SUBJECT TO YOUR OBLIGATION TO PAY ANY EARLY TERMINATION FEE AND/OR RESTOCKING FEE APPLICABLE TO YOUR SERVICE PLAN AND ANY OTHER CHARGES THERETOFORE INCURRED IN CONNECTION WITH YOUR USE OF THE SERVICE), AND ANY LIABILITY WILL BE LIMITED TO THE RECOVERY OF YOUR DIRECT DAMAGES, LIMITED TO THE AMOUNT AND BY THE EXCLUSIONS SET FORTH IN THIS SECTION 11. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER MODIFICATIONS OF OR LIMITATIONS ON CERTAIN REMEDIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU, IN WHOLE OR IN PART.

12. Indemnification. You will defend, indemnify, and hold harmless the SkyNet Parties from and against any and all claims, demands, actions, causes of action, judgments, liabilities, damages, losses, injuries, costs and expenses arising from (a) the use or misuse of the Service or Equipment by you or by any person you allow to use the Service or Equipment, or (b) any breach of these Terms by you, including, but not limited to, claims by any owner of the primary location where you use the Service. You also agree to pay each SkyNet Party's reasonable attorneys' fees and costs related to prosecuting or defending such claims and to enforcing these Terms, including any and all such fees incurred in connection with any appeal.

13. Disputes. This section describes what rights you and SkyNet possess if you and SkyNet have a dispute.

a. Your Right to Dispute Charges or Services. If you have a dispute about your invoice/statement/purchase receipt, including any charge to your account or any Service for which you were billed, you agree to notify SkyNet of the dispute within thirty (30) days after the initial posting on My Account of the invoice/statement/purchase receipt on which the disputed charge or Service first appears. Such notice shall be in the form of a writing to SkyNet at its following customer service address: <http://www.SkyNet.com/company/contact-us>. **IF YOU DO NOT PROVIDE WRITTEN NOTICE OF YOUR DISPUTE TO SKYNET AT THIS ADDRESS WITHIN THIS TIME PERIOD, THEN YOU AGREE THAT YOU HAVE FOREVER WAIVED YOUR RIGHT TO DISPUTE THE INVOICE, CHARGE OR SERVICE, AND THAT YOU CANNOT PURSUE OR PARTICIPATE IN ANY LEGAL OR EQUITABLE ACTION, IN COURT, ARBITRATION, MEDIATION, OR OTHERWISE REGARDING THE DISPUTE OR RAISING THE DISPUTE AS A DEFENSE.** Unless otherwise provided by law, you must pay disputed charges until the dispute is resolved. If you accept a credit, refund, or other compensation or benefit that SkyNet offers to resolve a disputed invoice, charge or Service, then you agree that the issue has been fully and finally resolved.

b. You Agree to Provide SkyNet an Opportunity Informally to Resolve Your Dispute. Before you may pursue or participate in any dispute (or raise such dispute as a defense) in court or arbitration against SkyNet for any claims, including claims related in any way to SkyNet Service, Equipment, these Terms, billing, privacy, advertising, or SkyNet's communications with you, you must first send a written description of your claim to SkyNet Escalations at the following address: 200 North Jefferson, Suite B1, El Dorado, AR. 71730 and you must allow SkyNet a reasonable opportunity to resolve your dispute. Your written notice must describe the problem in reasonable detail, and identify or enclose all relevant documents and information. You and SkyNet agree to negotiate in good faith with each other to try to resolve your claim. If you and SkyNet do not reach a resolution of your dispute within sixty (60) days after SkyNet receives your written notice of claim, you may pursue your claim in arbitration or, solely to the extent specifically provided below, in court.

c. Arbitration. You and SkyNet agree to arbitrate all disputes between the parties, except as provided in this subsection Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This arbitration agreement covers any dispute arising out of or relating to any aspect of the relationship between you and SkyNet, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, even if the claim arises or may arise before or after the period(s) during which you are receiving Service from SkyNet. For purposes of this arbitration provision, references to "SkyNet," "you,"

and "us" include SkyNet, the SkyNet Parties, and each such entity's respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, successors, and assignees. The Terms evidence a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this subsection (c).

Notwithstanding the arbitration agreement set forth in the immediately preceding paragraph, if you fail to pay in full any amounts you owe when they are due, SkyNet may assign your account for collection, and SkyNet and/or the collection agency may pursue in court claims limited to the collection of past due amounts and any interest or cost of collection permitted by law or these Terms. (However, SkyNet disclaims any and all liability, and you relieve SkyNet from any and all liability, with respect to the conduct of any such collection agency.) In addition, SkyNet may seek injunctive relief in any court with respect to any violation of the patent, trademark, service mark, copyright, trade secret, and/or other intellectual property rights of SkyNet or of any third party.

d. Governing Law. These Terms, and any disputes arising between you and SkyNet related in any way to these Terms, SkyNet's Service, or SkyNet's Equipment, including but not limited to disputes over billing, service, privacy, advertising, or SkyNet's communications with you, whether based on contract, tort, statute, or common law, will be governed by the laws of the State in which your most recent billing address (as provided to SkyNet) is located, without regard to choice of law principles.

14. Miscellaneous.

a. Assignment and Successors in Interest. These Terms will be binding upon, inure to the benefit of, and be enforceable against your respective successors and permitted assignees. You may not assign these Terms, or any of your rights, interests, or obligations in connection with your use of the Service, without seeking and obtaining the prior written consent of SkyNet in each instance. Any such assignment without such consent will be void and of no force and effect.

b. Entire Agreement/Severability. For customers of SkyNet-branded, or any other Future-branded Service, the Terms consist of (i) the terms and conditions set forth in this document and (ii) the Other Documents posted at www.sndc-ar.com/legal/index, each as they may be amended from time to time by SkyNet (or in the case of third-party end-user license agreements, by the owner of such licensed software). The Terms comprise the entire agreement and understanding of you and SkyNet regarding the Service and Equipment and supersede and supplant all other representations, whether electronic, written or verbal, regarding the subject matter of these Terms. To the extent that these Terms conflict with the provisions of any other agreement between you and SkyNet, then these Terms shall control, unless SkyNet has expressly stated or agreed otherwise in writing, and the conflicting provisions of the other agreement shall be deemed modified to the minimum extent necessary to be read consistently with these Terms. If a court determines, in a final non-appealable judgment, that any provision of these Terms is invalid, illegal, or otherwise unenforceable, such provision will be deleted and the remainder of the Terms shall be enforced as nearly as possible in accordance with the stated intention of the parties, except to the extent otherwise provided in the arbitration provisions contained in Section 13(c) above.

c. Notices. Written notices to you from SkyNet will be deemed given

- when sent to the email address specified on your order confirmation, or such other email address as you subsequently provide in writing to SkyNet (with any request by you that SkyNet disregard an email address that you previously provided to SkyNet to be made by calling SkyNet's customer service department at (870) 875-1600 and with SkyNet to be afforded a minimum of thirty (30) days to abide by such request);
- three (3) days following the date deposited in the U.S. Mail addressed to your last known street/ mailing address as maintained in SkyNet's files; or,
- the date of delivery or rejection when sent by a nationally recognized courier to your last known street/ mailing address as maintained in SkyNet's files.

You are responsible for promptly notifying SkyNet of any changes in your email and/or street/ mailing address. Written notice to SkyNet will be effective when directed to SkyNet's customer service department and received at the address set forth at <http://www.SkyNet.com/contact-us>. Except as specifically provided in these Terms, notices from you to SkyNet must be in writing to be effective. You also agree that all correspondence and communications sent to you by SkyNet, including account statements, account status, payment and billing information, and changes to these Terms, may be sent by SkyNet electronically to the email address most recently provided by you.

d. Survival. The rights, obligations, and commitments in the Terms that, by their nature, would logically continue beyond the termination of Services (including, but not limited to, those relating to billing, payment, disclaimer and limitation of liability, indemnification, return of leased equipment, dispute resolution, no class action, no jury trial), shall be deemed to survive termination of Services.

15. Definitions.

"SkyNet" or "SNDC" means SkyNet DataCom, LLC

"SkyNet Parties" means SkyNet and its parent, subsidiaries and affiliates, and the directors, officers, employees, shareholders, agents, and suppliers of each such entity.

"ETF" means the Early Termination Fee, per device (leased or purchased from SkyNet), that your particular Service plan may require you to pay to SkyNet if: (a) you are signed up for Service under a rate plan requiring a Term Commitment, and (b) (i) you elect to cancel your Service (for any reason), or (ii) SkyNet terminates your Service for cause, before the end of the Term Commitment. The amount of the ETF that you potentially may owe to SkyNet shall be as set forth in your Service plan description (that you receive as part of your sales transaction) or on your order confirmation or receipt.

"Initial Term" means the first fixed period of time for which you sign up for Service, as set forth in your Service plan description (that you receive as part of your sales transaction) or on your order confirmation or purchase receipt.

"Renewal Term" means any fixed period of time, after the Initial Term, for which you sign up for Service.

16. Contacting SkyNet. SkyNet encourages questions and comments from its customers. If you desire to ask any questions or to seek and obtain additional information concerning the Service, please either (a) visit www.sndc-ar.com/support/index, where you will find various FAQs and relevant contact information, or (b) call (870) 875-1600

between 9 a.m. and 5 p.m., Monday through Friday. SkyNet will work hard to meet and exceed your expectations by responding to your inquiries as promptly, courteously, and comprehensively as reasonably possible.