

SKYRIM VENUE CHANNEL TERMS AND CONDITIONS
SKYRIM WiFi SERVICES AND MARKETING AGREEMENT ADDITIONAL TERMS

LAST UPDATED ON NOVEMBER 5, 2009

You are strongly encouraged to read the entire agreement and check WWW.SKYRIM.COM for changes and updates periodically.

This SKYRIM Venue Channel Terms and Conditions (hereinafter "Agreement") is made, executed and delivered pursuant to the use of SKYRIM Internet access and Communications Services, as they may exist for time to time (hereinafter "Service" or "Services"), and provision of SKYRIM Wireless Network and Communications Services distribution system (hereinafter "Wireless Network") in accordance with the terms and conditions set forth herein.

1. Term. The term of this Agreement will commence on the Start Date of the SKYRIM Service Order and will continue for a period as marked on same SKYRIM Service Order, processed and received electronically or otherwise. Upon the end of the initial period, and then each period thereafter, if applicable, this Agreement will automatically renew for a one year term unless terminated in advance. SKYRIM Corporation (hereinafter "SKYRIM") and the SKYRIM Channel Partner, Venue Partner, Co-location Partner, Co-Host or Co-Provider Partner (hereinafter "Partner") may agree in writing to terminate this Agreement at any time in accordance with the terms and conditions set forth herein. Notwithstanding extension of the Term, this Agreement is, and will always be interpreted as, a fixed term agreement and not an indefinite term agreement.

2. User Computer Equipment Requirements; Technical Support. In addition to the marketing obligations of Partner under this Agreement, Partner will also inform potential End Users (as defined under SKYRIM End User Service Agreement (hereinafter "EUSA")) of computer equipment and configuration requirements, including an 802.11b-compatible computer, card, and/or device, together with any other equipment requirements to enable use of the Service that may be posted on SKYRIM web site at <http://www.SKYRIM.com>, necessary for potential End Users to supply and configure in order to enable the Service to operate. Partner will inform potential End Users in a manner that potential End Users are reasonably likely to become aware of the computer and associated equipment requirements. SKYRIM will make technical support available to End Users accessing and subscribing to the Services on a commercially reasonable basis during regular business hours via telephone, via electronic mail and/or on SKYRIM web site in accordance with SKYRIM EUSA, standard policies and SKYRIM WiFi Internet Terms and Conditions made available to End Users. As used in this Agreement, "EUSA" and "WiFi Internet Terms and Conditions" also include any applicable acceptable use policies, privacy policies and other documents related to the use of the SKYRIM Services. SKYRIM reserves the right to modify and revise its technical support to End Users at any time in its sole discretion, including through revisions or updates to the EUSA or WiFi Internet Terms and Conditions. SKYRIM will provide Partner with support on a commercially reasonable basis for the SKYRIM Equipment. If SKYRIM or its representatives are required to visit the Partner place(s) of business, site(s), location(s), premises or facilities (hereinafter "Facilities") for assistance, repair, installation or connection of the Services, Wireless Network, software or any SKYRIM Equipment (as defined under Section 5 of this Agreement) supplied by SKYRIM, SKYRIM may be entitled to charge its then prevailing rates and costs for such visits and Partner will pay SKYRIM for such charges. SKYRIM will have no obligation to correct, repair, or support, and will otherwise have no responsibility for, software, hardware or equipment that it did not supply to Partner under this Agreement.

3. Acceptable Use by End Users.

3.1 Partner will use, and will undertake commercially reasonable efforts to cause End Users to use, the Services in accordance with the terms and conditions of this Agreement, EUSA and the WiFi Internet Terms and Conditions, including that each End User will agree separately to the WiFi Internet Terms and Conditions. Additionally, Partner will ensure that each End User is aware and agrees to the WiFi Internet Terms and Conditions prior to using the Services. SKYRIM reserves the right, but has no obligation, to monitor compliance with and investigate any End User's use of the Services and compliance with the EUSA and the WiFi Internet Terms and Conditions, including but not limited to monitoring, usage and posted content, utilization of the Services or network resources, gathering information from others, and/or examining material on SKYRIM servers and network. Partner acknowledges and agrees that SKYRIM reserves all its the rights and remedies available under this Agreement, the WiFi Internet Terms and Conditions, and federal and state laws in its sole discretion to suspend or terminate any End User's access to the Services, in whole or in part, at any time, with or without cause and with no obligation of prior notice to Partner. SKYRIM may also pursue any other legal or equitable remedies it deems appropriate.

3.2 Partner will not permit minors to subscribe to the Services. Partner will use commercially reasonable efforts to ensure that any use of the Services by a minor be conducted under the supervision of a responsible adult.

3.3 Partner will collect accurate names, addresses and other identifying information from any employees of Partner who access or use the Services and keep such records for at least twenty-four (24) months from the day of such End User's use of the Services.

4. Service Level; Outages.

4.1 The Services are offered subject to the availability of and access to the necessary equipment, programming and facilities and further subject to this Agreement.

4.2 The Services are provided over a shared network and users contend for bandwidth. SKYRIM will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies that endeavor to provide appropriate connectivity at all times for as many customers as possible. SKYRIM, HOWEVER, CANNOT AND DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICES TO PARTNER OR TO END USERS. The Services are designed to be faster than Digital Subscriber Line (DSL) Internet access service, however, the speed of the Services provided to each End User at the Facilities will vary depending upon the End User's computer and associated equipment, Internet traffic and associated equipment, and other factors. In the event that Partner discovers that the Services are not available at the Facilities, Partner will promptly notify SKYRIM of the unavailability, cooperate with SKYRIM, and SKYRIM will take commercially reasonable efforts to resolve such unavailability. After exercising such commercially reasonable efforts, SKYRIM will be under no further obligation.

5. Communication Equipment.

5.1 Partner grants SKYRIM, at no charge or cost to SKYRIM, the full and free right and authority to construct, maintain, modify, install, upgrade, re-construct, repair, use, secure, replace, remove and operate on the Facilities radio communications equipment, including but not limited to, radio frequency transmitting and receiving equipment, batteries, utility lines, transmission lines, connecting appurtenances, radio frequency transmitting and receiving antennae, conduits, poles, mounting attachments, pedestals, vaults, enclosures, active or passive devices, converters, data network connections and supporting structures and improvements (the "SKYRIM Equipment"), and any systems, equipment, and materials necessary to provide the Wireless Network and the Services to the End Users at the Facilities and to other subscribers of SKYRIM Services ("Subscribers"). SKYRIM specifically reserves the right to install, operate and maintain the Equipment in a manner appropriate to provide the Services to Subscribers, including but not limited to the End Users. In connection therewith, SKYRIM has the right to do all work necessary to prepare, add, maintain and alter the Facilities for SKYRIM communications operations and to install utility lines

and transmission lines connecting antennas to transmitters and receivers. Partner will provide SKYRIM, SKYRIM employees, agents, contractors, subcontractors and assigns with access to the Equipment twenty-four (24) hours a day, seven (7) days a week, at no charge or cost to SKYRIM. Partner represents and warrants that it has full rights of ingress to and egress from the Facilities, and hereby grants such rights to SKYRIM to the extent required to construct, maintain, install and operate the SKYRIM Equipment on the Facilities.

5.2 Partner will furnish to SKYRIM adequate space and right-of-access (including rights of ingress, egress, licenses, and easements), specifically including adequate space and right-of-access to the Facilities' roof, for installation, operation, maintenance, inspection, replacement, removal, sales and disconnection of the SKYRIM Equipment, using SKYRIM standard procedures.

5.3 SKYRIM will install, own and maintain the SKYRIM Equipment on the Facilities at its own expense. Ownership of and title to all SKYRIM Equipment will be and shall remain the property of SKYRIM and will not be considered a fixture. The SKYRIM Equipment will be installed in accordance with good engineering practice and will conform to normal, comparable service installations, and all local codes, laws and regulations. SKYRIM may attach such additional equipment to the building(s) as reasonably necessary in order to provide Services from the SKYRIM Equipment to SKYRIM Subscribers, including but not limited to the End Users. SKYRIM has the sole right to remove any or all of the SKYRIM Equipment at its sole expense on or before the expiration or termination of this Agreement. Partner hereby waives any and all lien rights it may have, statutory or otherwise concerning the SKYRIM Equipment or any portion thereof which will be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws.

5.4 Partner will not use, nor will Partner permit its tenants, licensees, employees, invitees or agents, including but not limited to the End Users, to use, any portion of the Facilities in any way which removes, tampers, or interferes with the operations of SKYRIM, the SKYRIM Equipment, or the Services. Such interference will be deemed a material breach by Partner, who will, upon written notice from SKYRIM, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, SKYRIM will have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice.

5.5 Notwithstanding anything in this Agreement, in the event of any damage, destruction or missing SKYRIM Equipment caused by Partner, its tenants, licensees, employees, invitees or agents, including but not limited to the End Users, Partner will be responsible for any damage, destruction or missing SKYRIM Equipment. SKYRIM will repair any damage or provide such replacement at Partner's sole expense and Partner will pay SKYRIM for such charges.

6. Compliance with Laws and Regulations. Partner agrees to comply with all applicable laws, ordinances, rules and regulations of any governmental entity or agency having jurisdiction with respect to the Facilities. Partner represents and warrants that the Facilities meet and comply with all federal, state, and local laws, ordinances and regulations (including, but not limited to, all accessibility requirements) and are in good sanitary order, condition, and repair. Partner will disclose any known conditions or conditions for which becomes known that would adversely affect SKYRIM design, construction, and use as contemplated by this Agreement. Partner will cooperate with SKYRIM with respect to SKYRIM responses to subpoenas served on SKYRIM by law enforcement authorities or other entities with the right to subpoena SKYRIM.

7. Confidentiality. Each party acknowledges that Confidential Information may be disclosed to the other party during the course of this Agreement. Each party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, during the Term and for a period of two (2) year following expiration or termination of this Agreement, to prevent the duplication or disclosure of Confidential Information of the other party, other than by or to its employees, agents or affiliates with a specific "need to know" such Confidential Information. Where Confidential Information which is in written form has not been labeled as confidential, the unintended disclosure of such Confidential Information by the receiving party to an employee who does not have a specific "need to know" such Confidential Information will not be deemed a breach of this Agreement so long as the receiving party has used reasonable efforts to prevent such disclosure. "Confidential Information" means all business or technical information of the disclosing party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed verbally or in writing. Confidential Information may include any software, content, documentation, flow-chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process. Notwithstanding the foregoing, either party may disclose Confidential Information without the consent of the other party, to the extent such disclosure is required by law, rule, regulation or government or court order. In such event, the disclosing party will provide at least five (5) business days' prior notice of such proposed disclosure to the other party. Further, in the event such disclosure is required of either party under the laws, rules or regulations of any other government authority, such party will (i) redact mutually agreed-upon portions of this Agreement to the fullest extent permitted under applicable laws, rules and regulations and (ii) submit a request to such government authority that such portions of this Agreement receive confidential treatment under the laws, rules and regulations of such government authority or otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of such government authority.

8. Ownership of Personally Identifiable Information. Each party will adhere to all privacy and data protection laws applicable to its gathering, processing, storing and transmitting of End User information. SKYRIM will maintain a privacy policy for End Users which it may modify from time to time in its sole discretion. Each party will maintain the confidentiality of all end-user information. The sharing of any End User information between Partner and SKYRIM will be in accordance with SKYRIM privacy policies. Any and all information provided by or gathered from End Users of the Services in connection with their use of the Services will be owned by SKYRIM and may not be used by Partner or provided to any third party without express prior written consent of SKYRIM. Any and all information provided by or gathered from End Users by Partner, provided, however, that Partner hereby grants SKYRIM a perpetual license to use such information in conjunction with responding to subpoenas or other legal requests by governmental entities or other entities authorized to make such subpoenas or legal requests. All credit or attribution for End User traffic to the Services will be credited or attributed to SKYRIM and all data related to End User traffic will be owned by SKYRIM. Partner may use any information collected hereunder for its internal purposes including but not limited to demographic analysis and quality control purposes, provided that such use does not include the disclosure of any personally identifiable information in any manner to any third party or otherwise not in compliance with laws.

9. Trademarks.

9.1 Trademark License. In marketing and implementing the Services, and subject to the other provisions contained in this Agreement, Partner will be entitled during the Term to use the trade names, trademarks, and service marks of SKYRIM as approved in writing in advance by SKYRIM; and SKYRIM and its affiliates will be entitled to use the trade names, trademarks, and service marks of Partner for which Partner holds all rights necessary for use in connection with this Agreement (collectively, together with the SKYRIM marks listed above, the "Marks"); provided that each party: (i) does not create a unitary composite mark involving a Mark of the other party without the prior written approval of such other party; (ii) displays symbols and notices clearly and sufficiently indicating the trademark status and ownership of the other party's Marks in accordance with applicable trademark law and practice; and (iii) complies with all written guidelines provided to it by the other party related to use of the other party's Marks.

9.2 Ownership of Trademarks. Each party acknowledges the ownership right of the other party in the Marks of the other party and agrees that all use of the other party's Marks will inure to the benefit, and be on behalf, of the other party. Each party acknowledges that its utilization of the other party's Marks will not create in it, nor will it represent it has, any right, title, or interest in or to such Marks other than the licenses expressly granted herein. Each party agrees not to do anything contesting or impairing the trademark rights of the other party.

9.3 Quality Standards. Each party agrees that the nature and quality of its products and services supplied in connection with the other party's Marks will conform to its own reasonable quality standards. Each party agrees to supply the other party, upon request, with a reasonable number of samples of any materials publicly disseminated by such party which utilize the other party's Marks. Each party will comply with all applicable laws, regulations, and customs and obtain any required government approvals pertaining to use of the other party's marks.

9.4 Infringement Proceedings. Each party agrees to promptly notify the other party of any unauthorized use of the other party's Marks of which it has actual knowledge. Each party will have the sole right and discretion to bring proceedings alleging infringement of its Marks or unfair competition related thereto; provided, however, that each party agrees to provide the other party with its reasonable cooperation and assistance with respect to any such infringement proceedings.

10. Representations and Warranties.

10.1 Partner's Representations and Warranties. Partner represents and warrants that at all times during the Term: (i) it possesses all authorizations, approvals, consents, licenses, permits, certificates and other rights and permissions necessary to permit SKYRIM to install, operate, and offer the Services, the SKYRIM Equipment, including all consents from the End Users using the services; (ii) its End Users subscribing to the Services are at least eighteen (18) years of age and will agree to abide by the SKYRIM WiFi Internet Terms and Conditions; (iii) all services provided by Partner or its employees and agents pursuant to this Agreement will be provided in a professional, timely, and first class manner; and (iv) Partner currently has and will, at its own expense, maintain in force policies of insurance with reputable insurers sufficient in coverage and amounts to secure its obligations and potential liabilities under this Agreement.

10.2 General Warranties. Each party represents and warrants to the other party that: (i) such party is either a corporation, limited liability company, or limited partnership and has the full right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound; (iii) when executed and delivered by such party, this Agreement will constitute a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) such party acknowledges that the other party makes no representations, warranties or agreements related to the subject matter hereof that are not expressly provided for in this Agreement.

10.3 Disclaimers; No Additional Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES AND PRODUCTS, INCLUDING THE SERVICES AND SKYRIM EQUIPMENT, ARE PROVIDED ON AN "AS IS, AS AVAILABLE, AND WITH ALL FAULTS" BASIS. NEITHER PARTY (INCLUDING THEIR RESPECTIVE AFFILIATES) MAKES ANY, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS, CONDITIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, REGARDING THE SERVICES OR THE SKYRIM EQUIPMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SKYRIM AND ITS AFFILIATES SPECIFICALLY DISCLAIM ANY WARRANTY REGARDING THE PROFITABILITY OR AVAILABILITY OF THE SERVICES. IN ADDITION, SKYRIM MAKES NO WARRANTY OF TITLE, AGAINST INTERFERENCE WITH ENJOYMENT OF THE SERVICES OR EQUIPMENT, OR AGAINST INFRINGEMENT. SKYRIM AND ITS AFFILIATES MAKE NO GUARANTEES THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE, VIRUS-FREE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY. SKYRIM MAKES NO WARRANTY THAT THE SERVICES WILL WORK ON EVERY COMPUTER OR COMPUTER SYSTEM. SKYRIM AND ITS AFFILIATES WILL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO ANY COMPUTER SYSTEM, DATA, INFORMATION, PROPERTY OR EQUIPMENT. SKYRIM WILL HAVE NO RESPONSIBILITY FOR ANY THIRD PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT MAY BE ACCESSED USING THE SERVICES. THESE EXCLUSIONS AND LIMITATIONS WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Indemnification.

11.1 Each party will defend, indemnify, save and hold harmless the other party and the officers, directors, agents, affiliates, distributors, franchisees and employees of the other party from any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees resulting from the indemnifying party's breach or alleged breach of any duty, representation, or warranty of this Agreement, and for the intentional, negligent, or criminal acts or omission of any third party acting under either party's direction or control.

11.2 If a party entitled to indemnification hereunder (the "Indemnified Party") becomes aware of any matter it believes is indemnifiable hereunder involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. Such notice will (i) provide the basis on which indemnification is being asserted and (ii) be accompanied by copies of all relevant pleadings, demands, and other papers related to the Action and in the possession of the Indemnified Party. The Indemnifying Party will have a period of thirty (30) days after delivery of such notice to respond. Notwithstanding the foregoing, the Indemnifying Party will respond to such notice promptly enough to provide the Indemnified Party a reasonable time to respond to any legal process or to comply with applicable law or the rules of a legal proceeding in the event that the Indemnifying Party elects not to defend such Action. If the Indemnifying Party elects to defend the Action or does not respond within the requisite period, the Indemnifying Party will be obligated to defend the Action, at its own expense, and by counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action. If the Indemnifying Party responds within the required period and elects not to defend such Action, the Indemnified Party will be free, without prejudice to any of the Indemnified Party's rights hereunder, to compromise or defend (and control the defense of) such Action. In such case, the Indemnifying Party will cooperate, at its own expense, with the Indemnified Party and its counsel in the defense against such Action and the Indemnifying Party will have the right to participate fully, at its own expense, in the defense of such Action. Any compromise or settlement of an Action will require the prior consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

12. Termination.

12.1 This Agreement may be terminated by either party prior to its expiration if any of the following events of default occurs: (i) the other party materially fails to perform or comply with this Agreement or any provision hereof; (ii) the other party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (iii) a petition under any bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by the other party; or if such a petition is filed by any

third party, or an application for a receiver of the other party is made by anyone and such petition or application is not resolved favorably to such party within sixty (60) days. A non-defaulting party may terminate the Agreement under (i) above thirty (30) days after written notice of termination clearly titled "Notice of Default" and referencing this Agreement is given by the non-defaulting party to the defaulting party and the defaulting party's defaults have not been cured within such thirty (30) day period, unless defaulting party's failure to cure such defaults is for a reason beyond such party's reasonable control, in which case, such period shall be extended so long as such party is in good faith attempting to cure such default. Termination under (ii) and (iii) above will be immediately effective upon delivery of notice. The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or otherwise or this Agreement. In the event a non-defaulting party in its discretion elects not to terminate this Agreement, such election will not be a waiver of any and all claims of that party for such default(s). Further, the non-defaulting party may elect to leave this Agreement in full force and effect and to institute legal action against the defaulting party for specific performance and/or damages suffered by such party as a result of the default(s).

12.2 SKYRIM will have the right to terminate this Agreement at any time for any or no reason by providing Partner with thirty (30) days written notice.

12.3 Upon the expiration or termination of this Agreement, each party will, upon the written request of the other party, return or destroy (at the option of the party receiving the request) all Confidential Information, documents, manuals and other materials specified by the other party. Upon expiration or termination of this Agreement or disconnection of the Services, Partner will provide SKYRIM with access to the Facilities to recover SKYRIM Equipment and should Partner choose to remove SKYRIM Equipment at its own discretion without prior written authorization from SKYRIM, Partner understands that SKYRIM Equipment will then immediately be considered damaged and Partner shall be responsible for reimbursement of such expense to SKYRIM.

13. Dispute Resolution.

13.1 Any dispute, controversy, or claim arising out of or relating to any provision of this Agreement or the interpretation, enforceability, performance, breach, termination, or validity hereof, including, without limitation, this arbitration clause, will be solely and finally settled by arbitration at a location or locations in the State of Florida to be agreed between the parties in accordance with the Commercial Arbitration Rules and Supplementary Procedures for International Commercial Arbitration of the American Arbitration Association (AAA) in effect as of the date hereof as modified by the provisions of this section. For controversies involving an initial claim for more than \$50,000, the arbitration will be conducted before a panel of three arbitrators: one selected by SKYRIM, one selected by Partner, and one selected by mutual agreement of the first two arbitrators. All other controversies will be decided before a single arbitrator.

13.2 The arbitrators are empowered to render the following awards in accordance with any provision of this Agreement: (i) enjoining a party from performing any act prohibited, or compelling a party to perform any act required, by the terms of this Agreement and any order entered pursuant to this agreement or deemed necessary by the arbitrators to resolve disputes arising under or relating to this Agreement or an order; (ii) where, and only where, violations of this Agreement have been found, shortening or lengthening any period established by this Agreement or any order; and (iii) ordering such other legal or equitable relief, including any provisional legal or equitable relief, or specifying such procedures as the arbitrators deem appropriate, to resolve any dispute submitted to them for arbitration. Either party may file an application in any proper court for a provisional remedy with an arbitrable controversy hereunder, but only upon the ground that the award to which the applicant may be entitled may be rendered ineffectual without provisional relief.

13.3 Monetary awards will include interest from the date of breach or other violation of this Agreement to the date when the award is paid in full. The interest rate or rates applied during such period will be the prime commercial lending rate announced from time to time by Bank of America, N.A.

13.4 The award of the arbitrators will be the sole and exclusive remedy between the parties regarding any and all claims and counterclaims with respect to the subject matter of the arbitrated dispute. An award rendered in connection with an arbitration pursuant to this section will be final and binding upon the parties, and any judgment upon such an award may be entered and enforced in any court of competent jurisdiction. The parties hereby waive all jurisdictional defenses in connection with any arbitration hereunder or the enforcement of an order or award rendered pursuant thereto (assuming that the terms and conditions of this arbitration clause have been complied with) and defenses based on the general invalidity of the required, by the terms of this Agreement and any order entered pursuant to this Agreement or deemed necessary by the arbitrators to resolve disputes arising under or relating to this Agreement or any order.

13.5 Nothing herein will prevent SKYRIM or its affiliates from seeking injunctive relief to protect its intellectual property rights or rights affected involving the Services or SKYRIM Equipment.

14. Miscellaneous.

14.1 Assignment. All waivers, restrictions, covenants and agreements set forth herein shall be binding onto SKYRIM and Partner, and any grantee, successor or assign of Partner who acquires any estate or interest in or right to use the Facilities shall be bound hereby for the benefit of provision, operation, maintenance and/or improvement of the Equipment, the Services and the Wireless Network and, including, without limitation, for the benefit of any grantee, successor or assign of SKYRIM. SKYRIM may assign this Agreement without restriction. Partner may not assign this Agreement without SKYRIM prior written consent. The Services is solely provided to the Facilities. Partner may not transfer the SKYRIM Equipment or the Services to another location without SKYRIM prior written consent.

14.2 No Waiver for Failure to Enforce. Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and will not affect the validity of the Agreement.

14.3 Survival. The respective obligations of Partner and SKYRIM which by their nature would continue beyond the termination or expiration of this Agreement will survive termination or expiration of this Agreement. The rights, access, benefits, waivers, covenants and agreements granted hereunder, including this Agreement, shall continue notwithstanding any increase, decrease or other change in the boundaries, services, volume of operations, provision, or architecture of the Equipment or the Wireless Network. This Agreement may not be modified, amended, terminated or abandoned except by execution and delivery of written instrument executed by Partner and SKYRIM.

14.4 Attorneys' Fees. The prevailing party will be entitled to recover reasonable attorneys' fees from the non-prevailing party, plus all out-of-pocket expenses, incurred in connection with the institution of any action or proceeding in court to enforce any provision hereof or to recover damages from any default of any provision of this Agreement, or for a declaration of either party's rights or obligations hereunder or for any other judicial remedy, at law or in equity.

14.5 Remedies Cumulative. Except as otherwise provided herein, all rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity will be cumulative and not alternative, and the exercise or beginning of the exercise of any thereof by a party will not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

14.6 Effect of Void Provisions. If, for any reason, any provision of this Agreement will be finally determined to be invalid, void or unenforceable by a court or regulatory body of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

14.7 Force Majeure. Neither Partner nor SKYRIM will be liable for any delay, failure in performance, loss or damage due to: fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, riots, war, acts of terrorism or of the public enemy, acts of God, acts or omissions of carriers or suppliers, third party network problems, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing.

14.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether verbal or written, of the parties with respect to the subject matter hereof and thereof.

14.9 Notices. All notices and requests in connection with this Agreement will be sent by one of the following methods: (i) postage prepaid, certified or registered mail, return receipt requested; or (ii) nationally recognized overnight courier (e.g., DHL, Federal Express, Airborne), charges prepaid, confirmation requested, and addressed to a party at the address specified on the SKYRIM Service Order or as otherwise updated by a party in accordance with this section.

14.10 Entire Agreement. This Agreement, including the Service Terms and these Additional Terms, constitutes the entire agreement between the parties pertaining to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether verbal or written, of the parties with respect to the subject matter hereof and thereof.

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