

SKYRIM TERMS OF SERVICE

Internet Access Services

LAST UPDATED ON AUGUST 12, 2009.

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

DEFINITIONS. The following terms shall be defined as follows for the purposes of this SKYRIM Terms of Service (hereinafter "Agreement"): "SKYRIM" shall mean SKYRIM Corporation, a Corporation organized under the laws of the State of Florida. "Customer," "You," or "I" shall mean the client, user or customer who uses, obtains, purchases to use or intends to use SKYRIM products and/or services; and whose name may appear under Customer Information or User Information on electronic or hard-copy SKYRIM Service Order Form (hereinafter "Service Order"), under SKYRIM Online Account Interface ("SOAI") and/or various SKYRIM forms and agreements. "Equipment" means any or all SKYRIM computer and/or communications equipment, gear, switches, routers, USB devices, wireless devices, and any other communications and computer devices and equipment installed in or on Customer's premises (hereinafter "Premises") by SKYRIM. "Equipment" does not include anything owned by Customer or purchased by Customer from SKYRIM. "Service" means communications and/or Internet access services, wireless or otherwise, high speed wireless router, Client Access Devices, Network Client Access Devices and/or Local Access Points, and any other "Additional Services" individually or collectively. "Additional Service" means any related additional, optional or miscellaneous services that may or may not be provided in conjunction with SKYRIM Service. "Network" means SKYRIM communications infrastructure, wireless or otherwise.

THE FOLLOWING TERMS OF SERVICE, AND ADDITIONAL POLICIES AND PROVISIONS CONTAINED WITHIN, APPLY TO USAGE OF SKYRIM SERVICE AND ALL OTHER ADDITIONAL SERVICES. BY ACTIVATING OR USING SKYRIM SERVICES OR EQUIPMENT YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ANY OTHER ADDITIONAL POLICIES, PROVISIONS, TERMS, CONDITIONS AND SERVICE/USER AGREEMENTS PERTINENT TO THE USE OF SUCH SKYRIM SERVICES OR EQUIPMENT, EACH OF WHICH MAY BE AMENDED FROM TIME TO TIME BY SKYRIM. PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY ESTABLISH YOUR LIABILITY FOR USING SKYRIM SERVICE AND EQUIPMENT INCLUDING, BUT NOT LIMITED TO: DEFINITION OF TERM COMMITMENTS, INCLUDING SERVICE TERM RENEWAL WHEN SWITCHING SERVICE PLANS, CLARIFICATION ON INSTALLATION, SUPPORT, AND REMOVAL AND RETURN OF EQUIPMENT, OBLIGATION OF EARLY TERMINATION FEES, PROVISION OF IMPORTANT DISCLOSURES INVOLVING YOUR PRIVACY, AND REQUIREMENT OF MANDATORY ARBITRATION OF DISPUTES. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE SKYRIM SERVICES AND EQUIPMENT.

This is a binding agreement between you and SKYRIM for the use of SKYRIM Services, in accordance with the associated Service Order submitted by you to SKYRIM, electronically or otherwise, the SKYRIM End-User Service Agreement, SKYRIM Acceptable Use Policy, Privacy Policy, and such other policies as SKYRIM may adopt (collectively "Policies"), each as they may be amended from time to time and as may be posted from time to time at the SKYRIM website at www.skyrim.com or any other website about which notification may or may not be posted but may always be requested by contacting SKYRIM Customer Service either by calling 888-7-SKYRIM or by submitting an online Support Case from your SKYRIM Account. Additional terms, conditions, restrictions, and limitations may be set forth by SKYRIM or posted at www.skyrim.com, and all such terms, conditions, restrictions, and limitations are incorporated herein by reference and you agree these are binding upon you.

CUSTOMER'S RESPONSIBILITIES. You, the Customer, are responsible for complying with all Terms, Conditions, and Policies for the Services contained in this Agreement and all other pertinent agreements, as well as Additional Services, as applicable, as well as any other separate terms and conditions applicable for any other services or products you obtain from SKYRIM. If needed, you are responsible for providing access to the Premises as scheduled with SKYRIM for the appropriate preparation and maintenance of the Premises to allow for proper installation, maintenance, and other activities of SKYRIM in connection with the Equipment and Services. You are responsible for ensuring that your equipment has the minimum hardware and software requirements necessary to use the Equipment and Services. You are responsible for integrating and troubleshooting your local area network, internal network, and equipment as necessary. SKYRIM may assist you with troubleshooting your local area network, internal network, and networked equipment (including, without limitation, routers, switches, network printers, computer devices, laptops, PDAs, wireless devices, etc) but will not be held liable or responsible should the condition and/or functionality of your local area network, internal network, and/or networked equipment fail or diminish, whether it was or was not caused by SKYRIM. SKYRIM will not be responsible for any loss of use of Service or degradation in performance resulting from your use of incompatible equipment or for any damage to any additional equipment you connect to the Equipment. You will reimburse SKYRIM for any loss or damage to any Equipment, reasonable wear and tear excepted, including the actual cost of repair of the Equipment or charges for the leased Equipment at full retail price. In accessing the Service, you agree to utilize the troubleshooting guides and user information provided by SKYRIM or available at www.skyrim.com prior to contacting SKYRIM Customer Support. SKYRIM Customer Support will troubleshoot and deliver resolution to your Service and Equipment issues pertaining to SKYRIM network and Service only, and reserves the right to determine that a problem or issue is your responsibility. In the event that you request a service call to your Premises and SKYRIM determines that the problem is your responsibility, SKYRIM reserves the right to apply charges to your account or require full payment in another form for the cost of the service call. You are liable for any and all liability that may arise out of the content transmitted by or to your account or any person, whether authorized or unauthorized, using Services and/or Equipment provided to you (hereinafter "Users"). You will assure that your or Users' use of Services and content will at all times comply with the requirements set forth in this Agreement (including, but not limited to these Terms and the Policies) and all applicable laws, regulations and written and electronic instructions for use. SKYRIM reserves the right to terminate or suspend affected Services, and/or remove your or any other User's content from the Service, if SKYRIM determines that such use or content does not conform with the requirements set forth in the Agreement (including, but not limited to these Terms and the Policies) or interferes with SKYRIM ability to provide Services to you or others or receives notice from anyone that your or Users' use or content may violate any laws or regulations. SKYRIM actions or inaction under this Agreement will not constitute review or approval of your or Users' use or content. In addition to your indemnification obligations under this Agreement, you will defend, indemnify and hold SKYRIM, its affiliates, and their agents and suppliers harmless against any and all liability arising from the content transmitted by or to you or to Users using the Service. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

You understand and agree that monthly service charges for Services will be billed by SKYRIM in advance. You further understand and agree that additional charges based upon actual use of any of the Services, may be prorated for that month and billed by SKYRIM in the next practicable monthly billing cycle following such use, or as otherwise specified by SKYRIM. You agree to purchase and pay for the Service identified in the Service Order, which will be binding upon you together with other provisions in this Agreement if signed with a written or electronic signature delivered to SKYRIM or its agent, if you electronically accept the provisions, either directly or indirectly (e.g., by requesting another, including SKYRIM or its agent, to do so on your behalf), or by your activation or use of SKYRIM Service. All monthly service charges, whether billed in advance or in arrears, are payable by the "Due Date" as shown on the regularly scheduled invoice (i.e. monthly statement), electronic or otherwise, sent to the Customer by SKYRIM. If payment is not received by the "Due Date," you understand that Services provided to you by SKYRIM may be subject to immediate interruption including but not limited to: suspension, disconnection, and termination of your account. Additionally, if your account remains delinquent and SKYRIM assigns your account to Collections, you understand a minimum collection fee of \$75.00 may be imposed. If you choose to reconnect Service after disconnection for non-payment, you agree to pay any existing outstanding balance and restoration fees of \$25.00. You understand that SKYRIM may, without notice, change

these fees from time to time, as well as its other fees and charges. In the event your monthly fees and charges for SKYRIM Services, initially contained in the Service Order, be modified, as they may be by SKYRIM with thirty (30) days written notice to you, including notice by electronic mail, your use or ability to use SKYRIM Service for more than fifteen (15) days after notice of any modified charges constitutes your consent and agreement to accept the modified charges. You will remain responsible for all charges. You further agree to pay any transaction charges arising from: (1) charges in levels of Service; (2) service calls unrelated to the delivery of the wireless transmission/signal or (3) any abuse or tampering with the Equipment and/or Services. Additionally, you are responsible for paying all taxes, including but not limited to, all sales, excise, real and personal property taxes, which may be levied or imposed by any government entity with respect to your property.

You acknowledge that the installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer equipment and/or loss of software, files, data, or peripherals. You acknowledge that you are solely responsible for backing up all existing computer files by copying them to another storage medium prior to installation, maintenance, repair, or removal of the Equipment. Neither SKYRIM, its affiliates, nor their agents or suppliers will be liable for any loss of data or damage to hardware, software, or your Premises that occurs during installation of any Equipment or that results from any service performed on your computer in support of your Service.

WARRANTIES AND LIMITATIONS OF LIABILITY

SKYRIM hereby warrants and grants an express warranty to the user of any product purchased from SKYRIM as follows:

SKYRIM hereby warrants that any such product shall be free from defects in material and workmanship for a period of 90 days from the date of purchase receipt (CADs, NCADs, and wireless USB adapters are warranted for 30 days from date of purchase). SKYRIM shall repair or exchange the products at its principal place of business upon the discovery of any such defect in material or workmanship during the period. In the event that the product or any portion thereof is not installed or used in accordance with the manufacturer's specifications, any and all warranties either expressed or implied shall be and are hereby voided. Only upon the proper installation and use of the items shall this warranty or any other warranties apply.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HERE AND ABOVE AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE ABOVE DESCRIBED ITEM(S).

SKYRIM will assume no responsibility or liability for damages, destruction or alterations of Premises, computer hardware, software, or data, directly or indirectly related to (1) the installation of the Equipment, software and/or an approved Internet network interface card/adaptor in the Customer's Computer and (2) Customer's operation and use of the Software, Equipment or Service.

You, the Customer, are aware that SKYRIM will maintain the Network to the best of its ability, but assumes no responsibility for any Service interruptions and/or property or Equipment damages due to circumstances beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts or interference caused by you or a third party, adverse weather conditions, labor strikes, governmental action, power failures, power surges, equipment failure and/or lightning damage. You further understand and agree that SKYRIM shall have no responsibility for the operation of, or repairs to the Customer personal equipment (including, but not limited to Customer's computers, PDA's, laptops, monitors, printers, etc.) or the replacement of any power surge protectors, uninterrupted power supplies, and/or backup batteries. In no event shall SKYRIM be liable for any incidental, special, consequential, or punitive damages, including but not limited to, loss of business or business opportunity, loss of use, or loss of revenue. The liability of SKYRIM for actual proven damages for any cause whatsoever, (including but not limited to any failure or disruption of service, including without limitation the inability of subscriber to access emergency services during any such failure or disruption of service), regardless of the form of action, whether in contract or in tort or otherwise, including negligence, shall be limited to an amount equivalent to charges payable by Customer under these Terms of Service for the service during the period such damages occurred.

(A) EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND EQUIPMENT ARE EACH PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SKYRIM, ITS AFFILIATES, AND THEIR AGENTS AND SUPPLIERS DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES AND THERE ARE NO CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INTERFERENCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, SECURITY, VIRUSES, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYRIM, ITS AFFILIATES, AND THEIR AGENTS AND SUPPLIERS ALSO DISCLAIM ANY COMMON-LAW DUTIES RELATING TO ACCURACY OR LACK OF NEGLIGENCE. IN ADDITION, THERE IS NO WARRANTY OF TITLE, AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR EQUIPMENT, OR AGAINST INFRINGEMENT. ANY STATEMENTS MADE IN ANY PACKAGING, MANUALS OR OTHER DOCUMENTS, WRITTEN OR ELECTRONIC, OR BY ANY SKYRIM EMPLOYEES OR REPRESENTATIVES, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS REPRESENTATIONS OR WARRANTIES OF ANY KIND BY SKYRIM. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICE. SKYRIM DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

(B) NEITHER SKYRIM NOR ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS WARRANT THAT THE EQUIPMENT OR SERVICE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, WITHOUT DELAY OR ERROR FREE OR FREE FROM SERVICE DEGRADATION, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING, INTERFERING OR DESTRUCTIVE PROPERTIES. WITHOUT LIMITING THE FOREGOING, THE QUALITY OF THE SERVICE MAY BE AFFECTED BY CONDITIONS WITHIN OR BEYOND SKYRIM CONTROL, INCLUDING ATMOSPHERIC, GEOGRAPHIC, OR TOPOGRAPHIC CONDITIONS, OVERALL NETWORK USAGE LEVELS, NETWORK SIGNAL QUALITY, USER AND THIRD PARTY EQUIPMENT PERFORMANCE, INCLUDING YOUR EQUIPMENT, INTERNET TRAFFIC LEVELS, AND OTHER FACTORS. WITHOUT LIMITING THE FOREGOING, SKYRIM WILL NOT BE RESPONSIBLE FOR ANY DELAY OR FAILURE IN PERFORMANCE DUE TO EVENTS OUTSIDE REASONABLE CONTROL OF SKYRIM, INCLUDING WITHOUT LIMITATION ANY FLOOD, FIRE, ACCIDENT, EMBARGO OR OTHER GOVERNMENTAL ACT OR DIRECTIVE, ABSENCE OF GOVERNMENTAL APPROVAL OR CONSENT, MATERIAL CHANGES IN APPLICABLE LAW OR REGULATION, OR DECREE OF ANY COURT, DELAY OR DEFECT IN DELIVERY BY SUPPLIERS, TRANSPORTATION DELAY OR UNAVAILABILITY, RIOT, WAR, ACT OF TERRORISM OR OF THE PUBLIC ENEMY, POWER OUTAGE, LABOR DISPUTE OR SHORTAGE, THIRD PARTY NETWORK PROBLEMS, ACTS OR OMISSIONS OF UNDERLYING CARRIERS OR OTHER THIRD PARTIES, OR ACTS OF GOD.

(C) SERVICE IS ONLY AVAILABLE WITHIN THE COVERAGE AREA OF THE SKYRIM NETWORK, WHICH IS SUBJECT TO CHANGE WITHOUT NOTICE. YOU ACKNOWLEDGE THAT SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, EQUIPMENT MODIFICATIONS OR UPGRADES, AND FOR OTHER REASONS WITHIN AND WITHOUT THE DIRECT CONTROL OF SKYRIM. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE SERVICE FOR THE RECONSTRUCTION OF ANY LOST DATA OR FILES. SKYRIM CANNOT AND DOES NOT GUARANTEE THE SECURITY OR INTEGRITY OF DATA TRANSMISSION OR STORAGE, PRIVACY, OR THAT VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES WILL BE DETECTED OR REMEDIATED BY THE SERVICE AND/OR EQUIPMENT.

Some states do not allow the disclaimer of implied warranties, so the exclusions in this Section may not apply to you in whole or in part.

MISCELLANEOUS. You understand and agree that SKYRIM, in its sole discretion and in accordance with any applicable law, reserves the right to alter or change the Service offered. The Customer does not acquire any rights or privileges hereunder which are subject to assignment or transfer. Transfer of accounts from one customer to another person is prohibited. Customer waives all rights to interest payments on any deposits payment(s) received by SKYRIM from the Customer.

This Agreement shall be governed by, construed under, and enforced in accordance with, all applicable laws and the laws of the state of Florida. Venue for any dispute shall lie in Volusia County, Florida. Any controversy or claim arising out of or related to this agreement (but not any claims arising out of commercial activities or the theft or other unauthorized receipt of any SKYRIM Services on the part of customer) shall be resolved by binding arbitration commenced within one year under the then-current commercial arbitration rules of the American Arbitration Association (or any consumer rules adopted by the American Arbitration Association to which both parties agree), except that either party may seek equitable or injunctive relief only in an appropriate court of law or equity. Each party shall bear its own attorney's fees and expenses and the cost of Arbitrator(s) shall be shared. The parties expressly waive any entitlement to attorney's fees or punitive damages to the fullest extent permitted by law. Consolidated or class action Arbitration shall not be permitted.

If there is a conflict between this Agreement and the SKYRIM EUSA, the terms of SKYRIM Internet Service User Agreement shall control and govern. If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with original intent of SKYRIM and the Customer (collectively Parties). The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by SKYRIM or Customer in whose favor they operate. Furthermore, failure of SKYRIM to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

RIGHT OF CANCELLATION. CUSTOMER MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR OBLIGATION PRIOR TO THE PLANNED DATE OF INSTALLATION AND/OR ACTIVATION AND RECEIVE A FULL REFUND OF ALL PAYMENTS MADE. IF THE REQUEST TO CANCEL IS RECEIVED AFTER INSTALLATION HAS BEGUN OR ACTIVATION COMPLETED, CUSTOMER MUST PAY FULL TERMINATION LIABILITY SET FORTH BELOW. CUSTOMER MAY ALSO CANCEL THIS AGREEMENT IF THE SERVICES CEASE TO BE OFFERED AS STATED IN THIS AGREEMENT. IF CUSTOMER CANCELS THIS AGREEMENT FOR ANY REASON OTHER THAN THE REASONS STATED ABOVE, SKYRIM MAY KEEP THE FULL AMOUNT EQUAL TO THE FINAL SERVICE PERIOD, NOT PRORATED, PLUS AMOUNT EQUAL TO THE COST OF ANY RELATED GOODS WHICH CUSTOMER HAS CONSUMED OR RETAINED.

SERVICE. In addition to the other conditions identified in this Agreement, SKYRIM responsibility for Service ends at SKYRIM Equipment. In the event that you request a professional installation from SKYRIM, SKYRIM will install the Equipment as provided in this Agreement. SKYRIM will not maintain or in any way be responsible for any software, cables, or hardware attached to the Equipment or in any way related or unrelated to the use of SKYRIM Service, including your internal network. SKYRIM will provide customer service and support during its standard business hours for performance and operational issues related to SKYRIM Services. Please contact SKYRIM Customer Support by calling 888-7-SKYRIM toll-free, visiting www.skyrim.com/support, or by submitting an Online Support Case from your SKYRIM Account under SOAI at www.skyrim.com.

EQUIPMENT. At any subsequent time after account activation, as requested by you and approved by SKYRIM, SKYRIM may provide you with a modem, a subscriber unit or a Network Customer Access Device ("NCAD") and related cabling when you order new, upgrade or modify existing SKYRIM Services. SKYRIM will retain control, title to and sole ownership of such Equipment at all times. You must return any provided Equipment in good working order to SKYRIM upon default under this Agreement, any termination or expiration of the Agreement or upon the request from SKYRIM. The Customer has full responsibility for the return of the Equipment. Failure to return all provided Equipment to SKYRIM in good working order upon request will result in a charge to your account for the amount equal to a reasonable estimation of the replacement cost of the Equipment. Additionally, Customer will reimburse SKYRIM for any equipment lost, destroyed, stolen or not returned in reasonable condition which will take into consideration wear and tear due to normal use. These charges shall take precedence and override any charges outlined in the SKYRIM Service Order.

You may not sell, encumber, or otherwise transfer Equipment to others without prior written consent from SKYRIM. If you sell, encumber or otherwise transfer the Equipment, to the maximum extent permitted by applicable law, any warranties will automatically and immediately terminate. Any repair, upgrade, or replacement of the Equipment following one (1) year after activation of Service, resulting from defects in the Equipment or from any other cause, will be your responsibility. You may not modify any Equipment in any way. In the event of any damage to the Equipment not a direct and sole result of act of omission by SKYRIM, SKYRIM reserves the right as determined by SKYRIM to charge you for the actual cost of repair of the Equipment or charge you for the replacement Equipment at full retail price.

As determined by SKYRIM, SKYRIM or its authorized agent(s) may install Equipment at your location for the installation charges noted on your Service Order. In addition, the provision of Services to your Premises may require additional antennas, equipment, or installation activities beyond those specified in your Service Order. In the event that such additional equipment or installation activities are required, and you elect to accept SKYRIM Services despite the need for such additional equipment or installation activities, you will be responsible for complying with all applicable terms and conditions, including paying all applicable additional charges. If you purchase additional Equipment from SKYRIM, including an internal or external antenna and additional connection cabling, you may request SKYRIM or its authorized agent(s) to install such Equipment at the Premises as specified in the Service Order. SKYRIM warrants to you that any installations performed by SKYRIM will be free from defects in material and workmanship for a period of one (1) year from the date of the installation. Such warranty excludes any damage resulting from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with Equipment manuals or other documentation, or actual or attempted alteration of or additions to the Equipment not approved by SKYRIM, all as determined in the sole discretion of SKYRIM.

By authorizing installation, you represent and warrant that you either own the Premises or have received permission from the owner of the Premises to make any changes to the Premises or outside the Premises necessary to install the Equipment and receive the Service, including securing riser or roof rights, if necessary. Further, you represent and warrant that the installation of the Equipment at the Premises will not violate any restrictions or agreements applicable to the Premises. You acknowledge that the installation representative may refuse to perform any custom installation work, or may require inside or external wiring to complete Service delivery at additional hourly or other charges. In the event you fail to keep an installation appointment or the Premises are not prepared to accept installation of the Equipment and Service, SKYRIM may charge you a fee to recover any costs associated with an additional installation appointment. SKYRIM will not be liable for any alterations or damage to the Premises that result from the installation, use, or removal of the Equipment, including, but not limited to, holes in walls or ceilings, cable wiring, or antenna mounting brackets, and will not be responsible for removing any of the Equipment or any costs related to the removal of the Equipment (including antennas and related cabling) at the end of the Term for any reason. In addition to your indemnification obligations under this Agreement, you agree to defend, indemnify and hold

SKYRIM, its affiliates and their agents and suppliers harmless from any claims or liabilities associated with installation of SKYRIM Equipment, including, but not limited to, claims by any owner of the Premises. The foregoing sentence will survive termination or expiration of the Agreement for any reason.

NETWORK. SKYRIM will own and control the telecommunications equipment, cable and facilities installed and operated by SKYRIM for provision of the Services to the Customer. The SKYRIM Network will remain personal property of SKYRIM regardless of where located or attached. SKYRIM has the right to upgrade, replace or remove the SKYRIM Network in whole or in part, regardless of where located, so long as the Services continue to perform. SKYRIM has the right to limit the manner in which any portion of the SKYRIM Network is used to protect the technical integrity of the Network. Customer may not alter, move or disconnect any parts of the SKYRIM Network and is responsible for any damage to, or loss of, the SKYRIM Network caused by Customer's (or its end users') breach of this provision, negligence or willful misconduct. SKYRIM has no obligation to install, maintain or repair any equipment owned or provided by Customer, unless otherwise agreed to in writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility. SKYRIM shall not have any responsibility for operation, maintenance or repairs of the Customer's device(s) connected to SKYRIM Services and/or Equipment, or for electrical surges or lightning damage. SKYRIM reserves the right to charge a fee for Service Calls.

ACCESS AND SERVICEABILITY. SKYRIM may require access to Customer's premises to install and maintain the Services and the SKYRIM Network. SKYRIM may make periodic inspections of the Equipment at any time during regular business hours. The Customer shall permit SKYRIM access to the Equipment for maintenance, repair or removal. SKYRIM may periodically replace, upgrade, reconfigure, or otherwise modify any modem, NCAD and any other provided Equipment, and will repair or replace (as SKYRIM deems appropriate in its sole discretion) any properly maintained Equipment that fails to operate as required for the delivery of SKYRIM Services. Customer must provide SKYRIM with a contact and/or help desk number that can be reached 24 hours per day/7 days per week. Customer also must provide reasonable access rights and/or rights of way from third parties, space, power and environmental conditioning as may be required for the installation and maintenance of the SKYRIM Network and/or Services at Customer's premises.

SERVICE OUTAGES. A Service Outage is defined as either: (a) material non-compliance with a specific performance metric in a dedicated service level agreement; or (b) a complete loss of transmission or reception capability for the Service caused by SKYRIM Network. If there is a Service Outage, Customer must contact SKYRIM at 888-7-SKYRIM, through www.skyrim.com/support or by submitting an Online Support Case via SOAI, if possible, and SKYRIM will open a Support Case/Trouble Ticket and provide Customer with a Support Case/Trouble Ticket Number for tracking purposes to resolve the issue. A Service Outage is considered begun when Customer reports the Service Outage to SKYRIM, and ends when the Service is restored. The duration of the Service Outage only includes outages that are caused by SKYRIM Network and do not include outages caused by the Equipment, acts or omissions of Customer, whether negligent or otherwise, third parties, Force Majeure events, outages occurring during scheduled or emergency maintenance, and interruptions caused by failure of any equipment or service not provided by SKYRIM. The duration of a Service Outage also does not include any time during which SKYRIM is not allowed access to the Premises necessary to restore the Service(s).

If requested by the Customer, credit for the Service Outage ("Service Outage Credit") may be issued to the Customer for an amount not to exceed the prorated monthly charges for Customer's Service during the affected period. No credit will be given or adjustment made for Service interruptions lasting less than twenty-four (24) contiguous hours, starting from the time that you report the Service interruption to SKYRIM which shall also define commencement of the Service Outage. If four (4) Service Outages have occurred on a particular Service during a thirty (30) day period, and a fifth (5th) Service Outage occurs within the same 30 days following the fourth (4th) Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies SKYRIM with a written termination notice no later than thirty days (30) following the fourth Service Outage. The foregoing credit will be your sole and exclusive remedy for any interruption of the Service or any degradation of performance of the Service. In order to be eligible for any such credit, you must request the credit in writing within forty-five (45) days of the commencement of the Service Outage. No credit will be available if the interruption period results from abuse, misuse, neglect, theft, vandalism, fire, unusual physical or electrical stress, water, extremes of temperature, other peril or act of God, your failure to comply with SKYRIM instructions or the terms stated at www.skyrim.com, or actual or attempted alteration of or additions to the Equipment or Service not approved by SKYRIM, or from any problems with third party network elements that are not within the control of SKYRIM, all as determined in the sole discretion of SKYRIM.

Service Outages Not Caused by SKYRIM Network. If SKYRIM responds to a service call initiated by Customer, and SKYRIM reasonably determines that the cause of the problem is not due to SKYRIM Network, but is due to Customer's equipment or facilities, or a third party, Customer must compensate SKYRIM for the service call at SKYRIM then prevailing rates. You acknowledge that the Service may not function in the event of power failure. A power failure or disruption may require reset or reconfiguration of the Equipment, which may or may not be executed remotely by SKYRIM Customer Support, prior to utilizing the Service.

BILLING. Upon accepting your Service Order, online or otherwise, SKYRIM may bill you for the Service and Equipment, installation fees, deposits, activation fees, and any Additional Services (as applicable). SKYRIM will bill or notify you of charges posted to your account and to be applied to your credit, debit, check card, or bank account up to thirty (30) days in advance of the first day of the month for which the charges related thereafter for recurring monthly charges during the Initial Service Term and any Renewal Service Term(s). You agree to pay all of the fees and charges described in this Agreement. In addition to the charges for SKYRIM Service, you will be responsible for all applicable federal, state, and local taxes, surcharges and fees applicable to the Service. Unless otherwise agreed in advance through a written or electronic communication between you and SKYRIM, SKYRIM will bill you for all fees and charges related to the Service or Equipment by charging the debit, credit, check card, or bank account you authorized and provided to SKYRIM, as your bank or card issuer may be acceptable to SKYRIM. Your bank or card issuer agreement governs use of the debit, credit, check card, or bank account in connection with the Service, and you must refer to that agreement with respect to your rights and liabilities as an account or a card holder. You will promptly notify SKYRIM of any changes to your debit, credit, check card, and/or bank account information, or in the event that the debit, credit, or check card and/or bank account is terminated or you decide to change debit, credit, check card, or bank accounts.

Payments in full, not received by due dates may result in interruption of SKYRIM Services including but not limited to: immediate suspension, disconnection, or termination of SKYRIM Service at the sole discretion of SKYRIM, and assessment of early termination fees, collection processing fees, and any original installation fees, as applicable, which will become due immediately together with any other collection costs and/or fees incurred by SKYRIM, including attorneys' fees, and SKYRIM will be at liberty to pursue all rights and remedies it may have at law or in equity.

Furthermore, to protect SKYRIM customers and business interests, you authorize SKYRIM to ask consumer reporting agencies or trade references to furnish SKYRIM with employment and credit information, and you consent to SKYRIM rechecking and reporting personal and/or business payment and credit history, as well as to enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. Upon receipt of adverse credit information about you at any time, SKYRIM reserves the right to suspend or terminate Service to you or require a deposit for Service, at the option of SKYRIM.

If the account is referred for Collections or Disconnection, the amount past due may include a Collection Processing Fee. To avoid possible interruption of Services, payments must be made by the "Due Date." Unpaid accounts will be reported to national credit rating bureaus. Customer acknowledges SKYRIM right to accept any payments tendered by Customer without prejudice to SKYRIM right to collect the full amount due for any services rendered.

Involuntarily disconnected account holders must pay applicable reconnect fees, any applicable deposits, and all past due balances prior to restoration of Services. Restoration of Service orders are scheduled for the first available connection date. SKYRIM reserves the right to charge for any check returned by the bank for insufficient funds. Prices are subject to change.

AUTOMATIC CHARGES TO CARD OR CHECKING ACCOUNT. You agree that SKYRIM may charge any applicable fees related to the ongoing use of your SKYRIM Account and/or Services, including but not limited to monthly service fees, usage plan fees, support fees and optional service fees, to one or more credit cards, or if approved by SKYRIM, bank accounts listed on your SKYRIM Account. You agree to pay your credit card bill for all applicable charges for Services. You agree to maintain a valid Visa, MasterCard, American Express, or Discover card, or if approved by SKYRIM, an acceptable bank account from which SKYRIM may deduct charges, on your account at all times, where such credit card or account shall accept charges in the amount applied and for the credit card billing address you specify. You also agree to update the billing contact record via SOAI as it changes, such that the information is always current. In the event that billing contact information or payment information is not viable, SKYRIM reserves the right to temporarily or permanently limit access to your SKYRIM Account and/or Services, and may require an increased deposit.

- a. SKYRIM provides documentation for any such charges via the billing contact email address listed on your SKYRIM Account and/or by posting billing information on a website to which you will have been provided secure access.
- b. Absent any indication to the contrary, such as a Due Date indicated on your SKYRIM invoice, your due date shall be the 1st of each calendar month, at 12:01am (i.e. the first minute of the first day of the month).
- c. You should choose a plan that closely approximates your planned usage.
- d. It is your responsibility to look for invoices/statements at the billing interval applicable for your account, and notify SKYRIM in the absence of receiving expected statement(s).
- e. In the event a charge is denied by your credit card issuer or bank, you hereby authorize SKYRIM to charge an amount less than the whole and/or charge the remaining portion to another account or carry forward any applicable balance and late fees. Amounts remaining as due may be re-attempted at any time, partially, incrementally, or in their entirety.
- f. You should notify SKYRIM, by submitting an Online Billing Support Case through SOAI, of any perceived billing inaccuracies *before* disputing any charges with your bank. Should SKYRIM receive notification from your bank of a disputed charge, SKYRIM reserve the right to terminate your SKYRIM Services immediately. Charges disputed by you with your bank, and later resolved in the favor of SKYRIM, shall result in a forty-five dollar fee (\$45.00) to your account, regardless of whether your SKYRIM Service(s) are active at the time.
- g. Credit card information shall be maintained for tracking and historical purposes, so that SKYRIM can identify your credit card information in the event of a refund. Cards may be marked upon request as "not for further use"; however, the card information itself must be maintained in SKYRIM system.

PLACE OF PRIMARY USE. In order to determine which jurisdiction's taxes and other assessments to collect, federal law may require SKYRIM to obtain your Place of Primary Use ("PPU"), which must be your residential street address (if the Service is primarily for personal use) or your business street address (if the Service is primarily for business use). This address must be within the coverage area for the Service. You agree that the street address listed on your Service Order is your PPU. You agree to notify SKYRIM promptly of any change to your PPU.

DISPUTES. Subject to applicable law, you must notify SKYRIM in writing within fifteen (15) days after receiving your SKYRIM invoice or statement if you dispute any SKYRIM charges on that statement or such dispute will be deemed waived. SKYRIM will resolve all billing disputes in its sole discretion. If not resolved to your satisfaction and you still wish to pursue the matter, you must follow the dispute resolution process contained in this Agreement.

In order to resolve a complaint regarding the Service or to receive further information regarding the use of the Service, please contact SKYRIM Customer Support. SKYRIM requires that you describe the matter in writing. Written notices to you will be effective three (3) days following the date deposited in the U.S. Mail addressed to your address as kept in our files. You are responsible for notifying SKYRIM of any changes in your address. Written notice to SKYRIM will be effective when directed to SKYRIM Customer Support and received at the address set forth at www.skyrim.com. Except as provided in this Agreement, notices must be in writing to be effective. Notices sent by e-mail to you at the e-mail address stated in the Service Order Form will constitute written notice.

For privacy and security purposes, notice of any billing disputes must be in writing on SKYRIM customer-authenticated support website or SKYRIM Online Account Interface (SOAI), and received by SKYRIM within fifteen (15) days from the invoice date or you will waive any objection thereafter. When disputing any charges, you may receive a confirmation, via email or otherwise, that may include a case number, automatically, to substantiate that you have made such a dispute. If you have any difficulty opening an Online Support Case, you will call SKYRIM without delay at 1-888-7-SKYRIM, so that SKYRIM will assist you with opening an Online Support Case under SOAI or if necessary, open an Online Support Case on your behalf. In any situation, you agree that you must obtain a case number as substantiation of your dispute or you shall waive all objections fifteen (15) days thereafter that date of charge.

PAYMENTS. SKYRIM may terminate your Service at any time in its sole discretion, if any charge to your bank/check/debit/credit card ("Card") on file with SKYRIM is declined or reversed, your Card expires and you have not provided SKYRIM with a valid replacement Card, or in case of any other non-payment of account charges, including not receiving full and timely Cash Payments. If SKYRIM terminates your Service for a Card that is declined, canceled or expired, reversed charges or non-payment, or for failure to make full and timely Cash or Check Payments, you are still fully liable to SKYRIM for all fees and charges accrued before termination and for all costs incurred by SKYRIM in collecting such amounts, such as (but not limited to) collection costs and/or fees, including attorneys' fees. Charges not honored by your Card issuer or Cash Payment or Check Payment not fully and timely made will be considered delinquent.

SKYRIM may make the Service available through advance cash payment ("Cash Payment") instead of check, bank account, credit card, debit card, and check card payments. Upon accepting your Service Order for Cash Payments, you will prepay one (1) month in advance for the Services (including any Additional Services, as applicable), and any applicable fees for Equipment, installation fees, activation fees, other deposits, and other applicable fees. Within no later than four (4) days prior to the end of each month period during the Initial Term and any Renewal Term(s), you agree to prepay an additional one (1) month in advance for the Services (and including any applicable Additional Services and Equipment and other applicable monthly fees), and to continue such payments in advance of each subsequent monthly period for the Service during the Initial Term and any Renewal Term(s). SKYRIM may discontinue Cash Payment for the Services at any time in its sole discretion. Except to the extent prohibited by law, SKYRIM may change the amount of deposit, and your deposit may be commingled with other funds and will not earn interest. You may not use deposit payment to pay your bills or delay payment, but SKYRIM may apply deposit payment to any fees or charges that you owe SKYRIM. If Services are terminated for any reason, any deposit will be applied toward amounts you owe SKYRIM at or after termination. Any remaining deposit will be returned to you at your billing address. You are responsible for providing correct and updated billing address information to SKYRIM. Except to the extent prohibited by law, SKYRIM will not refund any deposit balances of \$5 or less unless you contact SKYRIM in writing and request so. SKYRIM will hold any unused balance of the deposit for up to one (1) year without accruing interest for your benefit, but you forfeit to SKYRIM any portion of the balance left after one (1) year. You also forfeit any balance that cannot be delivered by post mail and is returned to SKYRIM. You agree to pay all of the fees and charges described in the

Agreement. In addition to the charges for Services, you will be responsible for all applicable federal, state, and local taxes, surcharges and fees applicable to SKYRIM Services.

TERMINATIONS. Other than Terminations due to non-payment, SKYRIM may terminate or suspend Services immediately and without notice if: (a) necessary to protect SKYRIM Network; (b) SKYRIM has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (c) required by legal or regulatory authority. SKYRIM may attempt to notify you on a commercially reasonable basis in advance of termination, suspension, and collection actions, but you agree SKYRIM is not required to make contact with you or your agent prior to taking such actions. Any termination or disconnection shall not relieve Customer or any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. SKYRIM may, but is not required to; reactivate your Service after Service has been suspended or terminated. Before Service may be reactivated, you must pay to SKYRIM all past due amounts and payment fees plus reactivation charges per account and applicable taxes. SKYRIM may modify the terms of Services before reactivating your Service and may require you to provide SKYRIM with a deposit. SKYRIM retains the right to pursue all available legal remedies if it terminates or disconnects Service(s) in accordance with this Section. Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for SKYRIM (a) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (b) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

Should this Agreement or any Service Order(s) be terminated prior to the end of term as stated on the Service Order, by SKYRIM or Customer for reasons other than those and in accordance to the provisions set in the "Service Outages" Section of this document, the Customer must pay immediately to SKYRIM all monthly recurring charges for the remaining balance of the term in such Service Order(s), early termination/cancellation fees, installation fees, and any pending or past due payment(s) incurred prior to such termination.

You will maintain Service for the duration of any minimum Initial Term (as set forth on the Service Order Form) and any Renewal Term (defined below). If during the Initial Term or any Renewal Term you decide to change to another SKYRIM plan with different rates or features or add Additional and/or Optional Services to your existing SKYRIM Services, then you agree that SKYRIM may restart the Initial Term or any Renewal Term for the SKYRIM Services, as applicable, from the beginning of such change in plan or addition of service. At the end of an Initial Term or any Renewal Term, SKYRIM, at its option, may automatically renew the Service for an additional period of the same duration as the Initial Term or such other periods as set forth on the Order Form (each a "Renewal Term" if such renewal period is accepted by you as provided below). You will be deemed to have accepted the Renewal Term offer and agreed to maintain your Service for the duration of the Renewal Term unless you terminate the Service as provided in this Agreement by contacting SKYRIM.

Upon termination of this Agreement you will be responsible for the costs and risks associated with returning the Equipment to SKYRIM. You must return all leased Equipment to SKYRIM in good working order, reasonable wear and tear excepted, in accordance with SKYRIM return policy set forth at www.skyrim.com. If you do not immediately return the Equipment in good working order, you agree and shall owe SKYRIM payment in an amount reflecting the full retail value of the Equipment. In such cases, you agree that SKYRIM may charge your Card account (if applicable) the foregoing amounts and to pay SKYRIM the foregoing amounts if a Cash Payment customer. Upon termination or expiration of this Agreement for any reason, SKYRIM and its suppliers reserve the right to delete any data, files, electronic messages or other information stored on SKYRIM or its suppliers' servers or systems. SKYRIM, its Affiliates and their agents and suppliers will have no liability whatsoever as the result of the loss of any such data, names or addresses or other information.

TERM AND METHOD OF DISCONNECTION

The initial term of this Agreement shall be the days between the service activation date and 30th calendar day from the service activation date. Unless under contract, Service shall be provided on a simple calendar month to calendar month basis, and SKYRIM shall not prorate your first or last month's charge, for any partial initial or final monthly period. The billing commencement date shall not be marked by the date you first choose to configure or use your Service, but rather billing begins at the moment your SKYRIM Service(s) is (are) activated. This Agreement shall automatically renew on a calendar month billing basis, until terminated upon notice by either party, notwithstanding other termination rights indicated herein, and notwithstanding post-termination rights and obligations hereunder.

Should you wish to discontinue service, you agree to log into your SKYRIM Online Account Interface at www.skyrim.com for identity verification purposes, and submit a written, electronic request via Online Support Case to SKYRIM Customer Support. You will receive cancellation request confirmation within 24 hours. For security reasons, SKYRIM does not accept verbal cancellation requests. Cancellation requests are dated only from the moment SKYRIM receives your request via SOAI through an Online Support Case. If you have any difficulty opening a cancellation request using your SKYRIM Account under SOAI, you may contact SKYRIM at 1-888-7-SKYRIM for assistance. Claims that you previously told someone by phone or sent an email, and where you did not receive a cancellation request confirmation validating your disconnection request, shall not be honored. It may take up to fifteen (15) days to disconnect your SKYRIM Service(s) from the time you request disconnection, and you understand that you are responsible for all applicable charges through the date of disconnection itself, as will appear on a subsequent invoice, and the monthly fee for the final month shall not be prorated.

SKYRIM reserves the right to suspend or discontinue providing the Service generally, or to terminate your Service, either in whole or in part, at any time in its sole discretion. If SKYRIM discontinues providing the Service generally, or terminates your Service in its discretion (i.e., for a reason other than your or your Users' breach of this Agreement or your or your Users' improper use of the Service), you will only be responsible for charges accrued through the date of your final service period. If your Service is terminated for any stated reason, including without limitation violation of the Agreement, or because of any improper use of the Service or Equipment (such as, but not limited to, any violation set forth in this Agreement including any attempts to hack, disrupt, or misuse the Service or your acts or omissions that violate any SKYRIM Policy or of a third party provider to which SKYRIM is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus the Early Termination Fee, all of which immediately become due and payable. SKYRIM may, but is not required to, reactivate your Service after Service has been suspended or terminated in accordance with this paragraph. **BEFORE SERVICE MAY BE REACTIVATED, YOU MUST PAY TO SKYRIM ALL PAST DUE AMOUNTS AND LATE PAYMENT FEES PLUS A REACTIVATION CHARGE PER ACCOUNT AND APPLICABLE TAXES.** SKYRIM may modify the terms of Service before reactivating your Service and may require you to provide a deposit.

You will be in default under the Agreement if you do not pay any sum when due, breach the Agreement or any other agreement between you and SKYRIM, become the subject of any proceeding under the Bankruptcy Code or become insolvent. In any such case, you shall remain responsible for payment of all charges and fees (including any Early Termination Fee) due under this Agreement (including charges incurred after a bankruptcy filing), which charges will be immediately due and payable. If you receive other services from SKYRIM, such as wireless or other services, you must pay your bill in full for such services or your Service will be disconnected as well as any other services you had subscribed to from SKYRIM. If Service is suspended or cancelled for a failure to pay, you will lose all functions of the Service. SKYRIM has the right to discontinue Service and/or terminate the Agreement without prior notice if you default under the Agreement.

PRIVACY AND SECURITY. You agree to protect your username and password and you are responsible for any usage of your account. You agree to immediately notify SKYRIM of any unauthorized use of your account or other security breach. You acknowledge and understand that SKYRIM cannot and does not guarantee that the Internet Service is secure as it may, in whole or in part, utilize public Internet and third party networks to transmit text, video, audio, and other communications outside of SKYRIM Network. SKYRIM is not liable to you or any other party for any lack of privacy or security you experience while using the Service. SKYRIM respects your privacy and, to the extent feasible, treats the content of all communications as private, except as may be required by law.

SKYRIM has the right, but not the obligation to you to monitor, intercept and disclose any transmissions over or using SKYRIM facilities, and to provide subscriber billing, account, or use records, and related information under certain circumstances (for example, in response to lawful process, orders, subpoenas, or warrants, or to protect SKYRIM rights, users or property). SKYRIM reserves the right to monitor the Services from time to time, to install, manage, and operate software, monitoring or other solutions, single or multiple, designed to assist SKYRIM in identifying and/or tracking activities that SKYRIM considers to be illegal or violate this Agreement and any other applicable agreements you might have with SKYRIM. You understand that SKYRIM, in compliance with federal and state law, in response to court order or specified legal process or certain kinds of emergency government requests, may turn over other information such as the content of email. SKYRIM may, in its sole discretion and without notice, remove, block, filter or restrict by any means any materials or information that SKYRIM considers to be actual or potential violations of the restrictions set forth in this Agreement, included but not limited to activities that may subject SKYRIM or its customers to harm or liability. SKYRIM, its affiliates, and their agents and suppliers disclaim any and all liability for any failure on its part to prevent such materials or information from being transmitted over the Service, the Equipment and/or into or through your equipment. You agree that SKYRIM may disclose any information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, legal process or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect SKYRIM property or legal interests and those of its subscribers, and others or to ensure your compliance with the Agreement. Furthermore, unless you object, SKYRIM may disclose certain subscriber information, limited to your name, address, phone number and the particular services to which you subscribe to certain commercial entities such as advertisers and direct mail or telemarketers.

WEB SITE USAGE. SKYRIM website on the World Wide Web with its home page in the domain "[skyrim.com](http://www.skyrim.com)", or any other site operated by or affiliated with SKYRIM Website (the "Website") is a complimentary information service offered by Website at no additional charge to users. SKYRIM may provide links on the Website to other websites that may not be owned, operated and/or controlled by SKYRIM. In general, any website that has an address (or URL) which does not contain "[skyrim.com](http://www.skyrim.com)" is such a website. These links are provided for convenience only and do not represent an endorsement by SKYRIM of the organization or individual operating the Website or a warranty of any type regarding the Website or the information on the Website. You may provide a hypertext link to the Website on another website, provided that: (a) the link must be clearly marked "SKYRIM" (b) the link must "point" to the URL "<http://www.skyrim.com/>" and not to any other pages within the Website, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with SKYRIM name, brand, and trademark(s), (d) the appearance, position, and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by SKYRIM, (e) the link, when activated by a user, must display Website in full-screen and not within a "frame" on the linked website, and (f) SKYRIM may, in its sole discretion, revoke consent to link to the Website at any time. All other hypertext links to the Website must be approved in writing by SKYRIM. Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by SKYRIM. You understand that SKYRIM assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold SKYRIM harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to the Website and any associated chat rooms or discussion areas, you will indemnify SKYRIM from any claims made by third parties regarding the material that you provide. Personal information posted by me to the Website is posted at your own risk. SKYRIM will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You further agree that you will not post, upload, or otherwise introduce a virus or other harmful code onto the Website. Your postings of material on the Website or providing material to SKYRIM to use on the Website will be deemed to be a grant by you to SKYRIM of a license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

THIRD PARTY ONLINE CONTENT, SERVICES AND MATERIALS. SKYRIM is neither in control, nor responsible, nor liable for data, content, services, or products, software or otherwise, that you access, download, receive or buy via SKYRIM Services. SKYRIM may, but not obligated to, block information, transmissions or access to certain information, services, products or domains to protect SKYRIM, SKYRIM Network, the public or SKYRIM users. SKYRIM is not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service. Customers may access such materials at their own risk. You are responsible for paying all fees and charges of third party vendors whose sites, products or services you access, buy or use via the Services. If you choose to use the Services to access any web sites, services or content, or purchase products from third parties, your personal information may be available to the third-party provider. How third parties handle and use your personal information related to their sites and services is governed by their security, privacy and other policies (if any) and not SKYRIM. We have no responsibility for third party provider policies, or their compliance with them. If you elect to download into your equipment or otherwise enable any software, including any client-based software designed to facilitate your access of the Services, you shall be solely responsible for, and shall be deemed to have reviewed and, to the extent applicable, acknowledged, accepted or waived, any disclosures, notices or options otherwise made available to you for viewing as part of the log-in process for the Service. In no event, will SKYRIM, its affiliates, and/or their agents or suppliers be liable for any lack of privacy which may be experienced with regard to the Services.

SKYRIM strongly recommends that you supervise any minor children if you decide to allow their access or usage of the Services. You acknowledge that there are materials and content on the Internet or otherwise accessible through the Services which may not be in compliance with all federal, state, and local laws and regulations, and which may be sexually explicit, offensive, or otherwise objectionable to you. SKYRIM assumes no responsibility for and exercises no control over the content or materials contained on the Internet or that is otherwise accessible through the Service. You access such materials at your own risk.

FRAUD AND UNLAWFUL ACTIVITY. You acknowledge that SKYRIM may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperation with law enforcement authorities in the investigation of suspected criminal violations. If SKYRIM suspects violations of any of the terms and conditions of this Agreement, EUSA, or applicable law, SKYRIM may, without prejudice to any other rights or remedies have: (i) institute legal action, (ii) immediately, without prior notice to you terminate the Agreement and the Services, (iii) terminate any other SKYRIM agreements with you and the applicable SKYRIM service(s) provided under those agreements, and (iv) cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with us in investigating suspected violations. Those who violate systems or network security requirements may incur criminal and/or civil liability. Your failure to provide reasonable cooperation may result in your liability for such violations.

You agree not to change the electronic serial number or equipment identifier of the Equipment, or to perform a factory reset of the Equipment, without express permission from SKYRIM in each instance which SKYRIM may deny in its sole discretion. In addition, you will not service, alter, modify or tamper with the Equipment or with the Service, or permit any other person (unless authorized in advance by SKYRIM in writing) to do so. You agree to notify SKYRIM immediately, in writing or by calling SKYRIM Customer Support, if the Equipment is stolen or if you become aware at any time that the Service is being stolen or fraudulently used.

INTELLECTUAL PROPERTY. The Services, Equipment, software, systems, branding, documents, designs, materials, processes and information used to provide the Services and the Equipment, or embedded within the Services and/or the Equipment, and/or used in connection with the Services, delivered to you by SKYRIM or located on SKYRIM online systems are or may be protected by trademark, copyright and other intellectual property laws and international treaties. All names, service marks, trademarks, trade names, logos and domain names (collectively "Marks") of SKYRIM are and will remain the exclusive property of SKYRIM and nothing in the Agreement grants you the right or license to use any of such Marks. You acknowledge that you are not given any license to use any of the aforementioned Intellectual Property under this Agreement. You agree that the Equipment is exclusively for use in connection with the Services. You will not use the Service except by means of the approved Equipment. If you decide to use the Services using equipment not approved by SKYRIM, you represent and warrant that you possess all required rights, including software and/or firmware licenses, to use that equipment with the Services and, in addition to your indemnification obligations under this Agreement, you agree to defend, indemnify and hold SKYRIM, and its affiliates, and their agents and suppliers harmless against any and all liability arising out of your use of such equipment with the Services. The foregoing sentence will survive termination or expiration of the Agreement for any reason. You agree not to reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of any firmware or software used to provide the Services or used in connection with the Service. Nothing contained in this Agreement will be construed to limit SKYRIM and its affiliates' rights and remedies available at law or in equity.

The internet protocol ("IP") addresses that SKYRIM may assign to you, including static IP addresses, are considered loaned to you, and not transferred or sold to you. You have no ownership or proprietary interest in such IP addresses. Such IP addresses will revert back to SKYRIM upon the termination of your Service for any reason, or earlier if such change in IP address is reasonably necessary in the conduct of SKYRIM business. You will not assign to any other person the IP address assigned to you. You will not program any other IP address into the Equipment.

LIMITATION OF LIABILITY: (A) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SKYRIM, ITS AFFILIATES, THEIR AGENTS OR SUPPLIERS, OR THEIR OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS AGREEMENT, INCLUDING UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY: (I) FOR ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE FEES PAID TO SKYRIM FOR THE APPLICABLE SERVICE HEREUNDER DURING THE ONE (1) MONTH PERIOD DURING WHICH THE OCCURRENCE GIVING RISE TO LIABILITY TOOK PLACE; (II) FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, PRODUCTS, OR RIGHTS; (III) FOR ANY LOSS OR CORRUPTION OF DATA OR DELAYED OR INTERRUPTED USE OF THE SERVICE OR ACCESS TO THE INTERNET; (IV) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES AND/OR LOST PROFITS; OR (V) FOR ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF YOUR DATA OR ANY USER'S DATA. (B) THE EXCLUSIONS AND LIMITATIONS IN THIS PARAGRAPH SHALL APPLY WHETHER THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER BASIS, AND APPLY WHETHER OR NOT SKYRIM WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. IN ADDITION, THE EXCLUSIONS AND LIMITATIONS IN THIS PARAGRAPH SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IF YOU ARE DISSATISFIED WITH THE SERVICE OR EQUIPMENT OR IF YOU HAVE ANY OTHER DISPUTE WITH SKYRIM, OR CLAIM AGAINST SKYRIM, THEN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE AND ANY LIABILITY (IF ANY) WILL BE LIMITED TO THE RECOVERY OF YOUR DIRECT DAMAGES INCURRED IN REASONABLE RELIANCE, LIMITED TO THE AMOUNT AND EXCLUSIONS SET FORTH IN THIS PARAGRAPH. THE LIMITATIONS AND EXCLUSIONS IN THIS PARAGRAPH WILL SURVIVE THE TERMINATION OR EXPIRATION OF THE AGREEMENT FOR ANY REASON.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or other modifications of or limitations to certain remedies, so the above exclusion or limitation may not apply to you, in whole or in part.

AMENDMENTS. Subject to applicable law, SKYRIM may in its sole discretion amend any part of the Service or provision of the Agreement. SKYRIM will provide notice to you of any material modification. Such notice will be effective by posting it on the SKYRIM website at www.skyrim.com or on another web site about which you have been notified, or by sending notice via e-mail, first class U.S. postal mail, or overnight mail to your physical address of record or the e-mail address on SKYRIM Account records. You agree that any one of the foregoing will constitute sufficient notice. If at any time a new version of the Agreement is released and posted at the SKYRIM website and you do not agree to a modification that is materially disadvantageous to you, you may reject the new revision of the Agreement by written notice to SKYRIM Customer Support as provided in this Agreement within fifteen (15) days of the date SKYRIM released such revision, at which time your use of Services will be governed by the latest version of the Agreement accepted by you as provided to you by SKYRIM.

If you use the Service or make any payment to SKYRIM after SKYRIM provides notice as specified above of a material modification, and do not provide termination notice to SKYRIM within the specified time period as provided in this Agreement, you agree to that change, retroactive to the announced effective date of the modification. Without limiting the foregoing, SKYRIM may revise any Policy at any time, and such revisions will be effective immediately upon posting on SKYRIM website, or providing written notice, whether electronic or otherwise, to you.

YOUR INDEMNIFICATION OBLIGATIONS. You will defend, indemnify, and hold SKYRIM, its affiliates, and their directors, officers, employees, agents, and shareholders and any other service providers or suppliers (collectively, the "SKYRIM Parties") harmless against any and all claims, losses, damages, and liabilities sustained by the SKYRIM Parties resulting from, arising out of the Agreement, the Service, the Equipment, including, but not limited to, any breach or non-fulfillment of any representation, warranty, or covenant by you set forth in the Agreement or from your use or misuse of the Equipment or the Service. You agree that SKYRIM Parties shall not be responsible for any third-party claims against SKYRIM Parties that arise in connection with the Service, the Equipment or any of your equipment, or any use of any of the foregoing. You also agree to reimburse SKYRIM Parties and pay SKYRIM Party's reasonable attorneys' and expert witness fees and costs related to defending such claims and related to enforcing the Agreement, including any such fees incurred in connection with any appeal. This section will survive termination or expiration of the Agreement for any reason.

ASSIGNMENT AND SUCCESSORS IN INTEREST. All of the provisions of the Agreement will be binding upon and be enforceable against you, your Users, and your and their respective successors and permitted assigns. Except as specifically stated herein, neither the Agreement nor any of your or SKYRIM rights, interests, or obligations may be assigned or delegated by you without the prior written consent of SKYRIM. Any unauthorized assignment or delegation will be null and void. Notwithstanding the foregoing, SKYRIM may assign or otherwise transfer its rights and obligations under the Agreement without restriction.

COPYRIGHT INFRINGEMENT. Pursuant to Title 17, United States Code, Section 512(c)(2) (as amended), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent. Note that inquiries relevant to the following procedure only will receive a response. Please contact SKYRIM Customer Support at 888-7-SKYRIM or open an Online Support Case via SOAI requesting Notice and Procedure for Making Claims of Copyright Infringement.

SIGNING AUTHORITY; AUTHORIZED USER. You acknowledge that you are of legal age and possess the legal right and ability to enter into this Agreement, have received a copy of the Agreement and have read and clearly understand the terms of the Agreement and, if activating on behalf of a corporation or other entity, are fully authorized to legally bind such entity. You acknowledge that you are responsible for all charges incurred by any person you authorize to access your account, or to use the Equipment and the Service.

ENTIRE AGREEMENT/SEVERABILITY. This Agreement, including the hardcopy and online Service Order Forms, the Terms, your Service Plan, and the Policies (each as they may be amended from time to time) together contain the entire agreement and understanding concerning the Service and Equipment and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written, or oral. In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of the Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

ARBITRATION; CHOICE OF LAW; STATUTE OF LIMITATIONS; JURY WAIVER. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CHOICE OF LAW PRINCIPLES. ALL CUSTOMER INITIATED DISPUTES ARISING UNDER THIS AGREEMENT (OTHER THAN YOUR FAILURE TO MAKE PAYMENTS IN ACCORDANCE WITH THE AGREEMENT AND ANY ACTION TO COLLECT AMOUNTS DUE TO SKYRIM UNDER THIS AGREEMENT, WHICH MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION) WILL BE SETTLED EXCLUSIVELY BY BINDING ARBITRATION USING THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") THEN IN EFFECT. THE SOLE PLACE FOR ARBITRATION WILL BE VOLUSIA COUNTY, FLORIDA, UNLESS THAT LOCATION IS PROHIBITED BY LAW, IN WHICH CASE THE ARBITRATOR WILL SELECT THE LOCATION OF THE ARBITRATION. ONE (1) ARBITRATOR SELECTED IN ACCORDANCE WITH THE AAA RULES WHO HAS EXPERTISE IN THE SUBJECT MATTER HEREOF WILL CONDUCT THE ARBITRATION. THE DECISIONS OF THE ARBITRATOR WILL BE BINDING AND CONCLUSIVE UPON ALL PARTIES INVOLVED AND JUDGMENT UPON ANY AWARD OF THE ARBITRATOR MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. THIS PROVISION WILL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION. UNLESS OTHERWISE REQUIRED BY LAW, YOU AND SKYRIM WILL EACH BEAR THEIR OWN EXPENSES, INCLUDING ATTORNEYS' FEES, EXCEPT THAT PAYMENT OF THE FEES AND EXPENSES OF THE ARBITRATOR WILL BE GOVERNED BY THE RULES OF THE AAA. THIS DUTY TO ARBITRATE AND THE PROVISIONS IN THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT FOR ANY REASON. ALL CLAIMS WILL BE ARBITRATED INDIVIDUALLY AND THERE WILL BE NO RIGHT OR BASIS FOR CONSOLIDATION, CLASS TREATMENT OR CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY (SUCH AS A PRIVATE ATTORNEY GENERAL) OF ANY CLAIM UNLESS PREVIOUSLY AGREED TO IN WRITING BY SKYRIM. THE ARBITRATOR WILL NOT HAVE ANY AUTHORITY TO AWARD ANY SPECIAL OR PUNITIVE DAMAGES OR ANY OTHER DAMAGES EXCEPT AS PERMITTED BY THE AGREEMENT. YOU WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIMS OR DISPUTES RELATING TO THIS AGREEMENT OR THE SERVICE. YOU WAIVE ANY RIGHT TO PARTICIPATE AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLAIM ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. YOU AND SKYRIM AGREE THAT ANY CLAIM ARISING OUT OF OR RELATED TO THE SERVICE OR THE AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ARISES, OR THE CLAIM WILL BE PERMANENTLY BARRED. NOTHING IN THE AGREEMENT WILL PREVENT SKYRIM FROM SEEKING CONSERVATORY, PROTECTIVE OR INJUNCTIVE RELIEF WITH RESPECT TO A VIOLATION OF ITS INTELLECTUAL PROPERTY RIGHTS IN ANY COURT OF COMPETENT JURISDICTION PENDING THE OUTCOME OF THE ARBITRATION, OR ENFORCEMENT OR RECOGNITION OF ANY AWARD OR ORDER IN ANY COURT OF COMPETENT JURISDICTION.

ACCEPTANCE BY ACTIVATION OR USE. You acknowledge that you have read and understood, and you agree to, each of the provisions of this Agreement, and you represent and warrant that you are of legal age and authorized to enter the Agreement and to accept and agree to become bound by the terms of this Agreement. The Agreement applies to you and to anyone who uses SKYRIM Service. By (1) initiating, activating or using SKYRIM Service, and/or (2) providing or authorizing a written or electronic signature or otherwise so indicating electronically, you will have been deemed to have accepted the current version of the provisions of this Agreement or confirm any previous consent to the same. If you do not agree to the provisions of this Agreement, you are not authorized to use SKYRIM Service and/or Equipment.

This Agreement, EUSA, Policies, online or hardcopy Service Order, including any SKYRIM materials you received in connection with your SKYRIM Account and the Service Plans collectively constitute your agreement between you and SKYRIM, and govern the user of the Service. In the event of an inconsistency, except as otherwise expressly stated in any of the foregoing, the terms and conditions in this Agreement will control. You do not have the authority to alter or amend any of the provisions of this Agreement. The provisions of this Agreement will control over any statement appearing as a restrictive endorsement or other language which purports to modify a right, obligation or liability of either party on any document you may send to SKYRIM. Current versions of SKYRIM Terms of Service, EUSA, applicable Policies, and Service Plans can be found at www.skyrim.com. As these provisions of the Agreement may be updated from time to time, you agree to regularly check your postal mail, e-mail and all postings on the SKYRIM website at www.skyrim.com or another website designated by SKYRIM and bear the risk of failing to do so. This Agreement applies to you and to anyone who uses SKYRIM Services or Equipment. You agree SKYRIM may change the provisions of the Agreement from time to time, and agree that electronic notices to you will be considered given and effective on the date posted to the SKYRIM website. Such changes will become binding on you on the date posted to the SKRYIM website and no further notice by SKYRIM is required.

By ordering SKYRIM Services, or utilizing SKYRIM Services and Equipment, I, the Customer, hereby request and accept SKYRIM Services subject to the above conditions, and agree to be bound by, and comply with, without limitation or qualification, the terms of this Agreement.