



SmartSky Skytelligence Program Participant Terms and Conditions

These SmartSky Skytelligence Program Participant Terms and Conditions (these “**Program Terms**”) are entered into by the person accepting these terms and the legal entity that such person is accepting on behalf of (collectively the “**Participant**”) and SmartSky Networks, LLC (“**SmartSky**”). Participant acknowledges and agrees that when Participant executes a cover page or other signature page referencing or attaching these terms or clicks the “I Accept” box as part of any online acceptance process for these Program Terms in order to participate in the Skytelligence Program (as defined below), that Participant accepts these Program Terms in their entirety. SmartSky reserves the right to modify these Program Terms at any time as set forth herein. Participant understands and agrees that if Participant clicks the “I Accept” box after any change or modification to these Program Terms, SmartSky will treat Participant’s acceptance of the Program Terms as Participant’s agreement to the updated Program Terms. Participant may not use the Portal or access the Information if Participant does not accept these Portal Terms in their entirety.

1. Program Description

1.1. Scope

1.1.1. This Agreement governs Participant’s participation in the SmartSky Skytelligence Program promoting innovative approaches to the secure exchange of information that support the business objectives of aviation community Participants (the “**Skytelligence Program**”), Participant’s access to and use of the related SmartSky portal (“**Skytelligence Portal**”) and all of its content, data, documents, software development tools, or other materials provided by participants in the Skytelligence Program that SmartSky makes available to Participant (collectively “**Program Materials**”) for the development of aviation-related software applications and data feeds and other related software services, and Participant’s provision of content, data, documents, software development tools, or other materials to be made available through the Skytelligence Portal (collectively, “**Participant Materials**”).

1.1.2. Participant agrees that any use of the Program Materials and Participant Materials, or contribution of Participant Materials by Participant or any other person accessing through Participant’s Participant Account will be bound by these Program Terms.

1.1.3. Nothing in these Program Terms will impair SmartSky’s right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with, any other products, software or technologies that a Participant may develop, produce, market, or distribute, subject to applicable patents or copyrights.

1.2. Registration and Acceptance

1.2.1. After Participant has accepted these Program Terms, received approval as a Skytelligence Participant in accordance with SmartSky’s onboarding process, Participant can obtain a Skytelligence Portal account (“a “**Participant Account**”) that will allow Participant to access the Skytelligence Portal.

1.2.2. SmartSky may verify the information Participant provides during the configuration of Participant’s Participant Account.

1.2.3. SmartSky may charge for certain Program benefits as identified and agreed upon in a separate written agreement and in such event, Participant agrees to pay, the fees for the receipt of the specified Skytelligence Program benefits.

1.3. Rules of Participation and Conduct

1.3.1. Violating the security of the Skytelligence Portal is prohibited and may result in criminal and civil liability. Participant agrees to refrain from disclosing Participant’s Participant Account to any third party absent SmartSky’s written consent, which consent can be requested from SmartSky at any time by contacting SmartSky at Skytelligence@SmartSkyNetworks.com. Participant shall remain responsible for any activity conducted on the Participant Account.

1.3.2. Participant is required to notify SmartSky without delay of any fraudulent access to Participant’s Participant Account or any unauthorized use by any third party of which Participant becomes aware. In such a case, Participant acknowledges that SmartSky shall have the option to suspend or cancel at any time the functions related to the use of Participant’s Participant Account.

1.3.3. SmartSky reserves the right, at any time and without prior notice, to revoke the Participant Account or prohibit the use of Program Materials or delete Participant Materials in the event of a breach of these Program Terms or for a reason deemed reasonable by SmartSky.

2. Content and Restrictions

2.1. Program Materials

2.1.1. SmartSky grants each Participant a revocable, limited use, non-exclusive, non-transferable right during the Term of these Program Terms to access the Skytelligence Portal and the Program Materials, and copy, distribute, and use the Program Materials for the purposes of developing aviation related data feeds and applications.

2.1.2. SmartSky retains title to, and all ownership interests in, the Skytelligence Portal and each Skytelligence Program participant retains title to and all ownership interests in its Participant Materials including all intellectual property rights. Participant agrees not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Program Materials or Participant Materials.

2.2. Participant Materials

2.2.1. Participant grants to SmartSky and to each other Participant the worldwide, royalty-free license and right to access, display, view, store, distribute, perform, and reproduce its Participant Materials in connection with the Skytelligence Program which shall be considered



Program Materials hereunder. Each Participant's use of the Program Materials may be subject to additional Participant License Terms, as set forth below.

2.2.2. Participant may include additional license terms in or with its Participant Materials ("**Participant License Terms**"). Participant agrees to comply with any Participant License Terms applicable to any Program Materials accessed, copied, or downloaded through the Skytelligence Portal. Participant License Terms shall be binding between Participant and any other Skytelligence Program participant which (a) provides Participant License Terms in connection with its Participant Materials, or (b) uses Participant's Participant Materials which are subject to Participant License Terms. In no event will Participant License Terms create any legally binding obligation on SmartSky or modify, amend, or supersede these Program Terms with respect to SmartSky.

2.2.3. Participant agrees that Participant is responsible for obtaining all necessary consents, licenses, and approvals prior to publishing or distributing any Participant Materials to or through the Skytelligence Portal. Participant agrees that SmartSky has no responsibility to Participant or to any third party for the consequences of Participant's actions, including any loss or damage which Participant or any third party may suffer.

2.3. **Third Party Materials**

2.3.1. Program Materials may include materials, data, content, or resources obtained from third parties (collectively, "**Third Party Materials**"), which may be protected by intellectual property rights which are owned by the providers (or by other persons or entities on their behalf).

2.3.2. Participant agrees not to use any Third Party Materials in a way that would infringe or violate the rights of any other party and that SmartSky is not responsible for any such use.

2.3.3. Participant acknowledges that Participant's use of Third Party Materials may be subject to separate terms between Participant and the relevant third party. SmartSky assumes no obligations with respect to any such third party and does not warrant and assumes no liability for the use of any Third Party Materials.

2.4. **Permitted Use and Restrictions**

2.4.1. PARTICIPANT AGREES TO COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE PROGRAM MATERIALS AND PARTICIPANT MATERIALS. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS, AND END USE. PARTICIPANT REPRESENTS AND WARRANTS THAT AS OF THE DATE ANY PARTICIPANT MATERIALS PROVIDED FOR INCLUSION IN THE SKYTELLIGENCE PROGRAM, SUCH PARTICIPANT MATERIALS ARE EXPORTABLE WITHOUT RESTRICTION EXCEPT TO COUNTRIES OR NATIONALS OF THOSE COUNTRIES TO WHICH EXPORTS ARE PROHIBITED BY THE EXPORT ADMINISTRATION REGULATIONS, THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") REGULATIONS, OR ANY APPLICABLE SUCCESSOR REGULATION THERETO. IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT, ANY PARTICIPANT MATERIALS BECOME SUBJECT TO ANY EXPORT RESTRICTIONS NOT APPLICABLE AT THE TIME SUCH PARTICIPANT MATERIALS WERE PROVIDED FOR INCLUSION, PARTICIPANT SHALL PROMPTLY REMOVE

ANY SUCH PARTICIPANT MATERIALS FROM THE SKYTELLIGENCE PORTAL.

2.4.2. Participant may not use spiders, robots, data mining techniques, or other automated devices or programs to catalog, download, or otherwise reproduce, store, or distribute content available on the Skytelligence Portal except as expressly permitted herein. Participant may not use any such automated means to manipulate the Skytelligence Portal or attempt to exceed the limited authorization and access granted to Participant.

2.4.3. SmartSky does not guarantee the accuracy, integrity, or quality of any Program Materials made available on or through the Skytelligence Portal. SmartSky shall have the right (but not the obligation) in its sole discretion to monitor, refuse, or remove any Program Materials that are available via the Skytelligence Portal for any or no reason.

2.4.4. SmartSky takes no responsibility and assumes no liability for any content uploaded, transmitted, or downloaded by Participant or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity Participant may encounter. As the provider of the Skytelligence Portal, SmartSky is not liable for any statements, representations, or content provided by Skytelligence Portal users. Any opinions, advice, or recommendations expressed therein are those of the Skytelligence Program participants providing such content and not those of SmartSky. SmartSky does not endorse any content or any opinion, recommendation, or advice expressed therein. SmartSky reserves the right to take such action as deemed appropriate in cases where the Skytelligence Portal is used to disseminate statements that are harmful, inflammatory, or otherwise in bad taste.

2.4.5. Participant agrees to use the Program Materials (whether provided by SmartSky or others), as well as any software provided in connection with the Program Materials or Skytelligence Portal, in a manner consistent with all applicable laws and regulations. Additionally, Participant will not provide Participant Materials or use the Program Materials, Skytelligence Portal, related software, or content to upload, post, email, distribute, transmit, link, solicit, or otherwise make available any content in any manner that:

- is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful, or abusive;
- infringes someone else's patent, trademark, trade secret, copyright, or other intellectual property or other rights;
- removes any proprietary notices or labels;
- advocates or solicits violence, criminal conduct, or the violation of any local, state, national or international law, or the rights of any third party;
- is deceptive in any way, such as by offering to sell fraudulent goods, containing an impersonation of a person or entity, or misrepresenting an affiliation with a person or entity;



- constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;
- interferes with others using the Skytellience Portal or disrupts, interferes with, or inhibits any other user from enjoying the Skytellience Portal or other affiliated or linked websites, material, contents, products, or services;
- is off-topic according to the description of the group, forum, or webpage;
- contains software viruses, worms, time bombs, corrupted files, Trojan horses, or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair, or limit the functioning of any software, hardware, network, server, or communications systems or equipment;
- contains a charity request, petitions for signatures, chain letters, or letters relating to a pyramid scheme;
- uses any SmartSky domain name as a pseudonymous return email address;
- contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board); attempts to disable, bypass, modify, defeat, or otherwise circumvent any of the digital rights management or other security related tools incorporated into the Program Materials, software or any content or the Skytellience Portal;
- reproduces, duplicates, copies, sells, trades, resells, or exploits for any commercial purposes, any portion of the Skytellience Portal, use of the Skytellience Portal, or access to the Skytellience Portal;
- makes derivative uses of the Skytellience Portal;
- uses, frames, or utilizes framing techniques to enclose any portion of the Skytellience Portal (including the images found at the Skytellience Portal or any text or the layout/design of any page or form contained on a page);
- provides material support or resources (or conceals or disguises the nature, location, source, or ownership of any material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- systematically collects and uses any content including the use of any data mining, or similar data gathering and extraction methods;
- modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate the Skytellience Portal or Program Materials.

2.5. Updates and Modifications

2.5.1. Participants may from time to time update or modify their respective Participant Materials; however, each Participant understands and acknowledges that these Program Terms do not create any obligation on the part of SmartSky or any other Participant to update or modify the Program Materials or to provide Participant with any support or maintenance of the Program Materials. Participant further understands that updates or modifications to the Program Materials may: (a) remove or restrict previously existing functionality; and/or (b) require Participant to update or modify Participant's product or applications.

2.6. **Feedback.** If Participant sends or submits to SmartSky creative ideas, suggestions, inventions, or materials with respect to the Program Materials ("**Feedback**"), SmartSky shall: (a) not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback; and (b) be entitled to unrestricted use of the Feedback for any purpose whatsoever, commercial or otherwise, without compensation to Participant or any other person. Participant agrees that Participant shall have no recourse against SmartSky for any alleged or actual infringement or misappropriation of any proprietary right in Feedback.

2.7. **Open Source Materials.** Some of the software required by or included in the Program Materials may be offered under an open source license. To the limited extent that an open source software license term conflicts with these Program Terms, the open source license will govern with respect to the applicable open source software. Participant agrees to comply with all applicable Freeware and Open Source Software ("**FOSS**") licensing terms. Participant also agrees not to use any FOSS in the development of Participant Materials in such a way that would cause the non-FOSS portions of the Program Materials to be subject to any FOSS licensing terms or obligations.

3. Publicity and Trademarks

3.1. The SmartSky logo (the "**Logo**") is a trademark, service mark and registered mark of SmartSky Networks, LLC. Other trademarks, service marks, graphics, logos and domain names appearing as part of the Skytellience Portal or Program Materials or on any related websites may be the trademarks or service marks of SmartSky or of other Skytellience Program participants or third parties (collectively with the Logo, the "**Marks**"). Neither Participant's access to and use of the Skytellience Portal or Program Materials nor these Program Terms grant Participant any right, title or interest or license to reproduce or otherwise use the Marks or any graphics, logos or domain names. Any goodwill in the Marks generated as a result of Participant's use of the Program Materials will inure to SmartSky's benefit or the benefit of the applicable third-party owner. Participant shall not at any time, nor shall Participant assist others to, challenge SmartSky's right, title, or interest in or to, or the validity of, SmartSky's Marks or any other intellectual property rights of SmartSky's.

3.2. Unless otherwise expressly approved by SmartSky beforehand in writing, Participant may not make any statement, press release or other public communication regarding these Program Terms or the use of the Program Materials, nor may Participant state or imply any endorsement by SmartSky or any of its affiliates of Participant or of any product or application.



4. General Provisions

4.1. Indemnification

4.1.1. To the extent permitted by law, Participant agrees to indemnify, defend, and hold harmless SmartSky, its directors, officers, employees, independent contractors, partners, dealers, suppliers, customers, and agents (each a "**SmartSky Indemnified Party**") from any and all third party claims (including but not limited to tort, negligence, personal injury, and strict product liability), losses, liabilities, damages, expenses, and costs (including without limitation attorney's fees and court costs) (collectively "**Losses**") against or otherwise incurred by a SmartSky Indemnified Party directly resulting from: (1) Participant's breach of these Program Terms, (2) the use of Participant's Participant Materials by SmartSky or any person including, without limitation, other Skytelligence Program participants or Participant's end users, or(3) any claims that any Participant Materials violates any law or infringes any patent, copyright, trade secret, or trademark.

4.1.2. A SmartSky Indemnified Party shall promptly notify Participant in writing of any such claim. The SmartSky Indemnified Party shall be entitled, at its sole option, to participate in or assume in total the defense of any such claim at its sole expense and Participant agrees to cooperate as fully as reasonably required in the defense.

4.2. Term, Termination, and Modification

4.2.1. The term of these Program Terms (the "**Term**") will begin on the date Participant accepts these Program Terms and will continue until terminated by Participant or SmartSky. SmartSky is entitled to terminate these Program Terms and access to the Skytelligence Portal and Program Materials at SmartSky's discretion with or without advance notice to Participant and without any liability to Participant or any third party. SmartSky may also suspend or terminate Participant's participation in the Skytelligence Program and Participant's access to the Skytelligence Portal at SmartSky's discretion with or without notice to Participant. Participant may terminate participation in the Skytelligence Program at any time by providing written notice to SmartSky and ceasing any use of the Skytelligence Portal and Program Materials (other than Participant Materials).

4.2.2. This Agreement and all rights granted to Participant hereunder will immediately and automatically terminate if: (a) Participant violates any provisions of these Program Terms; or (b) Participant engages in any action which disparages SmartSky or any of its affiliates or otherwise devalues the name, logos, trademarks, goodwill, or reputation of SmartSky or any of its affiliates.

4.2.3. Notwithstanding the foregoing, all terms of sections 2.1, 2.2, 2.3, 2.4, 2.6, 3 and 4 survive the termination of these Program Terms and remain enforceable.

4.3. DISCLAIMERS

4.3.1. PARTICIPANT UNDERSTANDS AND AGREES THAT PARTICIPANT'S USE OF THE SKYTELLIGENCE PORTAL, PROGRAM

MATERIALS, OTHER PARTICIPANT MATERIALS, AND THIRD PARTY MATERIALS IS AT PARTICIPANT'S OWN RISK AND THAT THE SKYTELLIGENCE PORTAL, PROGRAM MATERIALS, THIRD PARTY MATERIALS AND SUPPORT SERVICES (IF ANY) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM SMARTSKY.

4.3.2. PARTICIPANT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ANY SYSTEM OR DEVICE WHICH MAY ARISE FROM SUCH USE. SMARTSKY MAKES NO WARRANTY OR GUARANTEE THAT PARTICIPANT'S USE WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, OR THAT ANY ERRORS IN THE SKYTELLIGENCE PORTAL, PROGRAM MATERIALS, OTHER PARTICIPANT MATERIALS OR THIRD PARTY MATERIALS WILL BE CORRECTED.

4.3.3. SMARTSKY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES IN THE SKYTELLIGENCE PORTAL, PROGRAM MATERIALS, OTHER PARTICIPANT MATERIALS, THIRD PARTY MATERIALS.

4.3.4. IF DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THIRTY (30) DAYS FROM THE DATE THE PROGRAM MATERIALS WERE OBTAINED BY PARTICIPANT.

4.4. LIMITATIONS OF LIABILITY

4.4.1. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, WARRANTY, PRODUCTS LIABILITY, OR OTHERWISE, WILL SMARTSKY OR ANY OF ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY DAMAGES, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, THE USE OF THE SKYTELLIGENCE PORTAL OR PROGRAM MATERIALS, OR ANY INABILITY TO USE THE SKYTELLIGENCE PORTAL OR PROGRAM MATERIALS, (INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST PROFITS OR DATA, FAILURE OR MALFUNCTION OF ANY COMPUTER OR ELECTRONIC SYSTEM, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES), EVEN IF SMARTSKY OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL SMARTSKY'S TOTAL LIABILITY TO PARTICIPANT UNDER THESE TERMS FOR ANY DAMAGES EXCEED THE AMOUNT OF FIVE DOLLARS (\$5.00). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY GRANTED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

4.4.2. THE LIMITATIONS HEREIN APPLY REGARDLESS OF WHETHER PARTICIPANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

4.4.3. SMARTSKY IS NOT LIABLE FOR ANY COST OR EXPENSE PARTICIPANT INCURS WHATSOEVER IN CONNECTION WITH THESE TERMS OR THE DEVELOPMENT OF PARTICIPANT'S PRODUCTS OR APPLICATIONS.



4.4.4. THE SKYTELLIGENCE PORTAL AND PROGRAM MATERIALS ARE NOT FAIL-SAFE AND ARE NOT DESIGNED OR INTENDED FOR USE IN SITUATIONS REQUIRING FAIL-SAFE PERFORMANCE OR ANY USE IN WHICH AN ERROR OR INTERRUPTION IN THE SYSTEM OR SERVICES COULD LEAD TO SEVERE INJURY TO BUSINESS, PERSONS, PROPERTY OR ENVIRONMENT. THE SKYTELLIGENCE PORTAL AND SKYTELLIGENCE MATERIALS SHOULD NOT BE RELIED UPON FOR ANY SAFETY SYSTEM OR ANY SITUATIONS REQUIRING FAILSAFE PERFORMANCE, AND ANY SUCH USE IS AT PARTICIPANT'S DISCRETION AND SOLE LIABILITY.

4.5. **Miscellaneous**

4.5.1. This Agreement does not constitute an agency relationship between SmartSky and Participant and neither SmartSky nor Participant shall hold itself out to be the legal representative, agent, or employee of the other party for any purpose whatsoever.

4.5.2. SmartSky can assign these Program Terms in whole or in part to anyone SmartSky chooses. Participant may not assign these terms or its obligations to anyone else without SmartSky's prior written consent.

4.5.3. Any written notice from Participant required by these Program Terms will be considered given when SmartSky receives it by registered, courier, express, or other verified mail service at the following address: 430 Davis Drive, Suite 350, Morrisville, NC 27560, Attn: Vice President, Supply Chain, with a copy to the Office of General Counsel. Any written notice from SmartSky required by these Program Terms will be considered given when SmartSky sends it to Participant by email to any email address Participant has provided to SmartSky, or two (2) days after SmartSky mails it to Participant, based on the postmarked date, at the most current address SmartSky has on file for Participant.

4.5.4. If any provision of these Program Terms shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed deleted from these Program Terms and replaced by a valid and enforceable provision which, so far as possible, achieves the same economic and other benefits for SmartSky and Participant as the severed provision was intended to achieve, and the remaining provisions of these Program Terms shall continue in full force and effect.

4.5.5. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of North Carolina, without reference to (i) the conflicts of laws principles thereof and (ii) the United Nations Conventions on Contracts for the International Sale of Goods. Participant hereby submits itself to the jurisdiction of the State of North Carolina and agrees that, for the purposes of any action brought by Participant under these Program Terms, the exclusive venue for any claims shall be the state courts located in Wake County, North Carolina, or the Federal District Court for the Western District of North Carolina located in Wake County, North Carolina. SmartSky may, pursuant hereto, bring any action hereunder or any claim for money due in the aforementioned United States District Court, or, at its sole option, may bring any action in any other court of competent jurisdiction.

4.5.6. This Agreement may be changed, modified, supplemented or updated ("Amendment") by SmartSky from time to time without advance notice; provided that SmartSky will provide Participant

written notice of any Amendment to these terms by email at the email address associated with Participant's account. Following such notice, Participant's continued participation in the Skytellgence Program will constitute Participant's acceptance of such Amendment. If Participant does not accept such Amendment and Participant notifies SmartSky of such non-acceptance in writing, SmartSky will suspend or terminate Participant's participation in the Skytellgence Program at SmartSky's sole discretion.

4.5.7. This Agreement represents the entire integrated agreement between SmartSky and Participant with respect to the subject matter hereof and supersedes all previous agreements and understandings between the parties with respect to the subject matter of these Program Terms, and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties.