



Skytelligence® Trial End User License Agreement

This Skytelligence® Trial End User License Agreement (these “**Program Terms**”) is entered into by the legal entity accepting these Program Terms (the “**User**”) and SmartSky Networks, LLC (“**SmartSky**”); each of User and SmartSky a “**Party**” and collectively referred to as the “**Parties**.” User acknowledges and agrees that when User 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) and/or utilize the Skytelligence Platform (as defined below), that User accepts these Program Terms in their entirety. Any individual accepting these terms on behalf of a legal entity hereby represents and warrants that he or she is accepting the Program Terms with the full and complete authority to bind the legal entity as a User with respect to the matters contained herein and as stated herein. SmartSky reserves the right to modify these Program Terms at any time as set forth herein. User may not use the Skytelligence Platform or access the Information if User does not accept these Program Terms in their entirety.

1. Program Description

1.1. Scope; Term

1.1.1. These Program Terms govern User’s participation in the SmartSky innovative approach to the secure exchange of information that supports the business objectives of a community of Users (the “**Skytelligence Program**”) and User’s access to and use of: (i) the SmartSky portal (“**Skytelligence Platform**”) and all of its content, data, applications, programs, documents, software development tools, or other materials provided by SmartSky and third parties in the Skytelligence Program that SmartSky makes available to User (collectively “**Program Materials**”), and/or (ii) User’s provision of content, data, documents, software development tools, or other materials to be made available through the Skytelligence Platform (collectively, “**User Materials**”). User acknowledges and agrees these Program Terms solely provide access to the Skytelligence Platform and do not permit commercialization of any data or application.

1.1.2. 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 User may develop, produce, market, or distribute, subject to applicable patents or copyrights.

1.1.3. SmartSky reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Program Terms, at any time by posting revisions with a new effective date and by providing User with notice of such changes to User by email to its last known email address. User acknowledges and agrees that User is solely responsible to keep its email address current with SmartSky by sending updated email address to SmartSky at: Skytelligence@SmartSkyNetworks.com. Further, User acknowledges and agrees that User is responsible to check these Program Terms periodically for changes at: <https://smartsdynetworks.com/skytelligence-devhub-legal-terms> and if any changes are not acceptable, to terminate these Program Terms pursuant to Section 1.1.5. User hereby agrees that its continued use of Skytelligence Platform following the posting of changes constitutes User’s acceptance and agreement to the changes.

1.1.4. The term of these Program Terms (the “**Term**”) will begin on the date User accepts these Program Terms and will continue until terminated by User or SmartSky.

1.1.5. User may terminate these Program Terms at any time by providing notice of termination to SmartSky at: Skytelligence@SmartSkyNetworks.com and ceasing any use of the Skytelligence Platform and Program Materials (other than User Materials).

1.2. Registration; Acceptance; Data Privacy

1.2.1. Conditioned upon meeting the requirements of SmartSky, User will obtain credentials to access the Skytelligence Platform (a “**User Account**”).

1.2.2. SmartSky may verify the information User provides during the configuration of its User Account.

1.2.3. User agrees that any use of the Program Materials and User Materials, or contribution of User Materials or any other person accessing the Skytelligence Platform, Program Materials, or User Materials through the User Account will be bound by these Program Terms.

1.2.4. User acknowledges and agrees to the terms and conditions of the Skytelligence Privacy Policy which can be viewed at: <https://smartsdynetworks.com/skytelligence-devhub-legal-terms>.

1.2.5. [INTENTIONALLY LEFT BLANK]

1.2.6. [INTENTIONALLY LEFT BLANK]

1.2.7. Violating the security of the Skytelligence Platform is prohibited and may result in criminal and civil liability. User agrees not to disclose User Account information to any third party absent SmartSky’s prior written consent, which consent may be requested from SmartSky at Skytelligence@SmartSkyNetworks.com. User agrees and acknowledges it is solely responsible for any activity conducted on its User Account or with its User Account information.

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

1.2.9. SmartSky reserves the right, at any time and without prior notice, to suspend or terminate the User Account, prohibit access to the Skytelligence Platform and the use of Program Materials, or delete User Materials in the event of a breach of these Program Terms or for any reason deemed reasonable by SmartSky with or without notice.

2. **Content and Restrictions**

2.1. **Program Materials**

2.1.1. SmartSky grants User a revocable, limited use, non-exclusive, non-transferable right during the Term of these Program Terms, as specifically authorized by SmartSky, to access the Skytelligence Platform and the Program Materials, and copy and use the Program Materials for the purposes of developing related data feeds and applications.

2.1.2. SmartSky retains title to, and all ownership interests in, the Skytelligence Platform and SmartSky provided Program Materials. Third parties providing Program Materials retain title to and all ownership interests in its User Materials including all intellectual property rights. User 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.

2.2. **User Materials**

2.2.1. User grants to SmartSky and to each other User the worldwide, royalty-free license and right to access, display, view, store, distribute, perform, and reproduce its User Materials in connection with the Skytelligence Program which shall be considered Skytelligence Program Materials hereunder. Each User's use of the Skytelligence Program Materials may be subject to additional User License Terms, as set forth below.

2.2.2. User may include and require additional license terms as a condition of access and use of its User Materials ("**User License Terms**") and access controls. In no event will User License Terms assert to: (i) create any legally binding obligation on SmartSky or (ii) modify, amend, or supersede these Program Terms with respect to SmartSky; any such assertion(s) shall be void and constitute a breach of these Program Terms.

2.2.3. User acknowledges and agrees that it is responsible for obtaining all necessary consents, licenses, and approvals prior to publishing or distributing any User Materials to or through the Skytelligence Platform. User agrees that SmartSky has no responsibility to User or to any third party for the consequences of User's actions, including any loss or damage that User 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 third party providers or by other persons or entities on their behalf.

2.3.2. User agrees to comply with any third party license terms applicable to any Third Party Materials accessed, copied, or downloaded by User through the Skytelligence Platform.

2.3.3. User acknowledges and agrees: (i) not to use any Third Party Materials in a way that would infringe or violate the rights of any other party, and (ii) that SmartSky is not responsible for any such use.

2.3.4. User acknowledges that its access and use of Third Party Materials may be subject to separate terms between User and the relevant third party. SmartSky assumes no obligations with respect to any such third party and/or Third

Party Materials, does not provide any warranty with respect thereto, and assumes no liability or obligation for the availability of and/or use of any Third Party Materials.

2.3.5. SmartSky and/or third party providers may charge for access and/or use of Program Materials as identified and agreed upon in a separate written agreement and in such event, User agrees to pay the fees as stated in such separate written agreement for the receipt of the specified Skytelligence Program benefits.

2.4. **Permitted Use and Restrictions**

2.4.1. USER AGREES TO COMPLY WITH ALL DOMESTIC AND INTERNATIONAL EXPORT LAWS AND REGULATIONS THAT APPLY TO THE PROGRAM MATERIALS AND USER MATERIALS. THESE LAWS INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS, AND END USE.

2.4.2. User may neither use (i) any means to manipulate the Skytelligence Platform or attempt to exceed the limited authorization and access granted to User, nor (ii) devices or programs to catalog, download, or otherwise reproduce, store, or distribute content available on the Skytelligence Platform except as expressly permitted in writing by SmartSky.

2.4.3. SmartSky does not guarantee the accuracy, integrity, or quality of any Program Materials made available on or through the Skytelligence Platform. 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 Platform for any or no reason.

2.4.4. SmartSky takes no responsibility and assumes no liability for any content uploaded, transmitted, or downloaded by User or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity User may encounter. As the provider of the Skytelligence Platform, SmartSky is not liable for any statements, representations, or content provided by User and/or any users of the Skytelligence Platform. SmartSky is not responsible for any use by User of the Skytelligence Platform and/or Program Materials in violation of any agreement between User and SmartSky and/or third party. Any opinions, advice, or recommendations expressed therein are those of the third party 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, including suspension and/or termination, in cases where the Skytelligence Platform is used to disseminate statements that are harmful, inflammatory, or otherwise offensive.

2.4.5. User agrees to use the Program Materials (whether provided by SmartSky or others), as well as any software, data, documents and/or other information provided in connection with the Program Materials or Skytelligence Platform, in a manner consistent with all applicable laws and regulations. Additionally, User will not, except with the prior written permission of SmartSky which can be in the form of email from SmartSky, provide User Materials or use the Program Materials, Skytelligence Platform, 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 Skytelligence Platform or disrupts, interferes with, or inhibits any other user from enjoying the Skytelligence Platform, Program Materials 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;
- 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 Skytelligence Platform;
- reproduces, duplicates, copies, sells, trades, resells, or exploits for any commercial purposes, any portion of the Skytelligence Platform, use of the Skytelligence Platform, or access to the Skytelligence Platform;
- makes derivative uses of the Skytelligence Platform;
- uses, frames, or utilizes framing techniques to enclose any portion of the Skytelligence Platform (including the images found at the Skytelligence Platform 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 Skytelligence Platform or Program Materials.

2.5. Updates and Modifications

2.5.1. User may from time to time update or modify its User Materials; however, User understands and acknowledges that these Program Terms do not create any obligation on the part of SmartSky or any provider of Third Party Materials to update or modify any Program Materials or to provide User (or users of the User Materials) with any support or maintenance of the Program Materials. User further understands that updates or modifications to the Program Materials may: (a) remove or restrict previously existing functionality; and/or (b) require User to update or modify User's services, products and/or applications

2.6. **Feedback.** If User sends or submits to SmartSky creative ideas, suggestions, inventions, or materials with respect to the Skytelligence Platform and/or 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 User or any other person. User agrees that User shall have no recourse against SmartSky for any alleged or actual infringement or misappropriation of any proprietary right in Feedback. User hereby represents and warrants that any Feedback submitted to SmartSky will not infringe or constitute a misappropriation of any right of any third party, including any copyrights, patents, trade secret, trademarks or confidentiality rights.

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. User agrees to comply with all applicable Freeware and Open Source Software ("FOSS") licensing terms. User also agrees not to use any FOSS in the development of User 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 and the Skytelligence logo (the "**Logos**") are trademarks, service marks and registered marks of SmartSky Networks, LLC. Other trademarks, service marks, graphics, logos and domain names appearing as part of the Skytelligence Platform or Program Materials or on any related websites may be the trademarks or service marks of SmartSky or of third parties (collectively with the Logo, the "**Marks**"). Neither User's access to and use of the Skytelligence Platform or Program Materials nor these Program Terms grant User 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 User's use of the Program Materials will inure to SmartSky's benefit or the benefit of the applicable third-party owner. User shall not at any time, nor shall User 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, User may not make any statement, press release or other public communication regarding these Program Terms or the use of the Program Materials, nor may User state or imply any endorsement by SmartSky or any of its affiliates of User or of any product or application.

4. General Provisions

4.1. **Indemnification.** To the extent permitted by law, User agrees to indemnify, 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 resulting from: (1) breach by User and/or its users of User Materials of these Program Terms, (2) the use of User Materials by SmartSky or any third party person including, without limitation, user of User Materials, (3) the use of User Feedback by SmartSky that results in violation of any law or infringes any patent, copyright, trade secret or trademark, (4) any claims by any users of User Materials, or (5) any claims that any User Materials violates any law or infringes any patent, copyright, trade secret, or trademark.

4.1.1. A SmartSky Indemnified Party shall promptly notify User 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 User agrees to cooperate as fully as reasonably required in the defense.

4.2. Termination, and Modification

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

4.2.2. Notwithstanding the foregoing, all terms of sections 2, 3 and 4 survive the termination of these Program Terms and remain enforceable.

4.3. DISCLAIMERS

4.3.1. USER UNDERSTANDS AND AGREES THAT USER'S USE OF THE SKYTELLIGENCE PLATFORM, PROGRAM MATERIALS, AND/OR THIRD PARTY MATERIALS IS AT USER'S OWN RISK AND THAT THE SKYTELLIGENCE PLATFORM, 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. USER ACKNOWLEDGES AND AGREES THAT SMARTSKY HAS NO OBLIGATION, RESPONSIBILITY OR LIABILITY RELATED TO THE ACCESS, USE, RESULTS OR ANY OTHER MATTER RELATED TO THE PERFORMANCE OR LACK THEREOF OF THIRD PARTY PROVIDED PROGRAM MATERIALS AND/OR USER MATERIALS.

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

4.3.4. 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 PLATFORM, PROGRAM MATERIALS, AND THIRD PARTY MATERIALS.

4.3.5. 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 ACCESSED BY USER.

4.4. LIMITATIONS OF LIABILITY

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 PLATFORM OR PROGRAM MATERIALS, OR ANY INABILITY TO USE THE SKYTELLIGENCE PLATFORM 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 USER UNDER THESE TERMS FOR ANY DAMAGES EXCEED THE AMOUNT OF ONE THOUSAND DOLLARS (\$1,000.00). 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 USER 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 USER INCURS WHATSOEVER IN CONNECTION WITH THESE TERMS OR THE DEVELOPMENT OF USER'S PRODUCTS OR APPLICATIONS.

4.4.4. THE SKYTELLIGENCE PLATFORM 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 USER'S DISCRETION AND SOLE LIABILITY.

4.5. **Miscellaneous**

4.5.1. The Parties shall comply with all applicable laws and regulations related to their performance hereunder.

4.5.2. User shall be liable for the payment of all taxes related to the performance of these Program Terms excluding tax related to income of SmartSky.

4.5.3. These Program Terms do not constitute an agency relationship between SmartSky and User and neither SmartSky nor User shall hold itself out to be the legal representative, agent, or employee of the other party for any purpose whatsoever.

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

4.5.5. Any written notice from User 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 at the same address 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 User by email to its last known email address, such address may be updated by User by sending updated email address to SmartSky at:

Skytelligence@SmartSkyNetworks.com.

4.5.6. 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 User as the severed provision was intended to achieve, and the remaining provisions of these Program Terms shall continue in full force and effect.

4.5.7. These Program Terms 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. User hereby submits itself to the jurisdiction of the State of North Carolina and agrees that, for the purposes of any action brought by User 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 in the district of North Carolina within which Wake County, North Carolina, is located. 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.

4.5.8. These Program Terms represent the entire integrated agreement between SmartSky and User 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.