

## Apogee End-User Agreement

This Apogee End User Agreement ("EUA") is a legal agreement entered into between Boldyn Networks Higher Ed LLC (formerly known as Apogee Telecom Inc. ("Apogee" or "we")), having an office at 1905 Kramer Lane, Suite A100, Austin, TX 78758 and the student, resident, faculty, or staff member using Apogee services ("End User" or "you"). End Users are bound to the terms provided herein.

YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ THIS EUA, (2) YOU UNDERSTAND IT; (3) YOU ARE BOUND BY IT; (4) YOU ACKNOWLEDGE YOU HAVE READ THE PRIVACY POLICY REFERENCED BELOW AND (5) THIS EUA MAY CHANGE AT ANY TIME WITHOUT NOTICE AND WILL BE PUBLISHED ON YOUR SERVICE PORTAL (find your school portal at <https://campus.apogee.us/select>). IF YOU DO NOT AGREE TO THE FOREGOING, YOU AGREE THAT YOU DO NOT HAVE A LICENSE TO, AND YOU WILL NOT USE, THE SERVICES.

**1. SERVICES:** You hereby verify and acknowledge that Apogee service is available to your campus on an as is/as available basis and no fee credits, refunds or other damages are available to you. If you experience a service interruption, call your designated call center support line or notify your campus technology services department. If your campus allows for paid speed selection, downgrades must be made by contacting the support center and require 30 days written notice.

**2. INFORMATION WE COLLECT:** Apogee may collect information from you in its regular course of business and to improve the End User experience. This may include information such as End User name, email address, physical address, use logs, browsing history, activity and usage data, device location information (via WiFi access points and your IP address), device type, directory information, and enabling network capable devices access to bandwidth. For more information about the data we collect and how we use that data, please see our Privacy Policy at <https://www.boldyn.com/us/privacy-policy> which may be updated from time to time.

You represent and warrant that (i) all information you submit to Apogee (if any) is complete and accurate; (ii) you are at the legal age of majority in accordance with the laws of the territory of your residency (iii) you may not move alter or change any Equipment.

**3. USER CONTRIBUTIONS:** Apogee service may include interactive areas or community posting features. Apogee takes no responsibility and assumes no liability for any End

User or third-party posts, including comments, reviews, feedback, or other content submitted through the services ("User Content"). Apogee may edit or remove any User Content without notice.

**4. HOW WE DISCLOSE INFORMATION:** Apogee does not sell End-User data. Apogee may disclose data collected in the normal course of business to (i) your campus staff in an emergency, to protect the health and/or safety of persons and/or entities, to improve campus safety, to monitor and improve service performance or based on additional requests from authorized campus personnel; and (ii) to our service providers and others who perform functions on our behalf or provide us services.

Apogee may also disclose data to law enforcement. See Apogee's Privacy Policy for additional details about how we disclose information.

**5. RESTRICTIONS:** You accept sole responsibility for all of your activities in connection with your use of the Services. You agree that you will not use Services for any unauthorized or illegal purpose. Your account may be permanently or temporarily suspended for reasons such as: (a) Loss of campus access. (b) Suspicious activity. (c) Abuse of services. (d) Inhibiting others from use of services. (e) Allowing access to unauthorized users. (f) Jeopardizing service performance. (g) Conducting an unlawful, threatening, defamatory, obscene, vulgar, profane, hateful, harmful or any other kind of wrongful act (content or conduct). (h) Reselling the service. (i) Using the services for purposes other than educational or residential use. (j) Providing false

information to Apogee. (k) Registering yourself with more than one account and/or registering more devices than allowed. (l) DMCA violations. (m) any violation of law. (n) impersonating another user. (o) violating campus policy.

**6. LIMITATION OF LIABILITY:** You access the services at your own risk. Apogee has no control over and accepts no responsibility whatsoever for activities that occur over the services or losses that you experience while utilizing the services. You agree that Apogee has the right to monitor the Services electronically from time to time, and you consent to Apogee's access, use and reasonable disclosure. The limitations on liability expressed herein shall inure to the benefit of and apply to Apogee's parent, subsidiary and affiliated companies, as well as to any subcontractors performing work on behalf of Apogee.

**7. INDEMNIFICATION:** You agree to indemnify and hold Apogee, its parents, subsidiaries, affiliates, officers, employees, agents, partners, and licensors (collectively, the "Indemnitees") harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your User Content; (b) your use of, or inability to use, the service; (c) your violation of this EUA; (d) your violation of any rights of another party, including any users; or (e) your violation of any applicable laws, rules, policies, or regulations. Apogee reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Apogee in asserting any available defenses. You agree that the provisions in this section will survive any termination of your account, this EUA or your access to the services.

**8. MODIFICATIONS AND ADDITIONAL TERMS:**

*Changes to this EUA.* Apogee can change, update, add or remove provisions of this EUA at any time by posting the updated EUA on the portal (find for your school at <https://campus.apogee.us/select>) and by providing a notice through the service. We will ask for your express consent to the updated EUA when and where we are legally required to do so. If you do

not agree with any of the updated EUA, you must stop using the service. Continued use of the service following notice of any such modifications indicates you acknowledge and agree to be bound by the modifications. Unless otherwise required by law, the updated EUA is effective as of the day of posting.

*Changes to the Service.* Apogee may make changes to the service at any time, without notice to you. If you object to any changes to the service, your sole recourse will be to cease using the service. Continued use of the service following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the service as modified. We also reserve the right to discontinue the service, or any component of it, at any time without notice to you. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the service.

*Additional Terms.* In addition, certain features of the service may be subject to additional terms of use ("Additional Terms"), which shall be provided to you at the moment you choose to use such features or services. By using such features, or any part thereof, you agree to be bound by the Additional Terms applicable to such features. In the event that any of the Additional Terms governing such features conflict with this EUA, the Additional Terms will govern.

*Dispute Resolution.* Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

*Disclaimer of Warranties.* EXCEPT AS EXPRESSLY PROVIDED IN THIS EUA, (I) APOGEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.