

## Apogee End-User Agreement

This Apogee End User Agreement ("EUA") is a legal agreement entered into between Apogee Telecom Inc. ("Apogee" or "we"), having an office at 1905 Kramer Lane, Suite A100, Austin, TX 78758 and the End User ("End User" or "you"). If you are a student, resident, faculty, or staff member using Apogee services, you are an end user bound to the Terms of Use Policies provided herein.

YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ THIS EUA, (2) YOU UNDERSTAND IT; (3) YOU ARE BOUND BY IT; AND (4) THIS EUA MAY CHANGE AT ANY TIME WITHOUT NOTICE AND WILL BE PUBLISHED ON YOUR SERVICE PORTAL. 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 facility. You accept that services are available as a convenience of occupancy and no fee credits, refunds or other damages are available to you. Services are provided on an "as-is" and "as available" basis. Services are not guaranteed, may not be error free, and come without warranties of any kind. If you experience a service interruption call your designated call center support line or notify your facility's technology services department.

**2. RESNET UPGRADES:** If Resnet is provided, you may be eligible to pay for upgraded service. Downgrades must be made by contacting the support center and require 30 days written notice.

**3. PHONE SERVICES:** If phone service is provided, the account holder is responsible for any long distance or other fee-based costs incurred. Emergency 911 calling may not be available depending on your facility enrollment.

### **4. GENERAL UNDERTAKINGS**

You accept sole responsibility for all of your activities in connection with your use of the Services. You will not use the Services for any unauthorized or illegal purpose. Apogee may change, suspend, or discontinue Services for any reason, without notice, at any 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.

**5. DATA PRIVACY:** Apogee does not sell End-User data. Apogee may disclose data collected in the normal course of business to your facility in an emergency, to improve campus safety, or to improve service performance. Apogee may disclose data to law enforcement. Data shared may include name, user name, phone number, email address, mailing address, IP number, port number, devices and time stamps. See Apogee's Privacy Policy for details.

**6. RESTRICTIONS:** Your account may be permanently or temporarily suspended for the following reasons: (a) No right to facility access. (b) Violating a facility of Apogee policy. (c) Abuse of services. (d) Inhibiting others from use of services. (e) Allowing access to unauthorized users. (f) Jeopardizing service performance in any way. (g) Conducting an unlawful, threatening, defamatory, obscene, vulgar, profane, hateful, harmful or any other kind of wrongful act (content or conduct) as determined by Apogee of the facility. (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.

**7. WARRANTY DISCLAIMERS:** 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.