

## **Apogee End-User Video 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, Austin, TX 78758, and the Customer ("Customer" or "you"). If you are a student, faculty, or staff member using Apogee services, you are also bound to the Terms of Use Policies provided herein.

BEFORE ACCESSING OR USING APOGEE VIDEO SERVICES YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS EUA. YOU ACKNOWLEDGE AND AGREE THAT (1) YOU HAVE READ THIS EUA (2) YOU UNDERSTAND IT; (3) YOU ARE BOUND BY IT; AND (4) YOU MAY RECEIVE, WITHOUT FURTHER NOTICE OR PROMPTING, UPDATED VERSIONS OF THE SOFTWARE. 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.

### **Section 1. SERVICES**

(a) You hereby verify and acknowledge that Apogee service is being installed on your property, and will be used only for residential video services. (b) By accessing, or using the Services, you represent and warrant that (i) all information you submit (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.

### **Section 2. SERVICE INTERRUPTIONS**

Although Apogee will make reasonable efforts to maintain the Services, you may experience service interruptions. Apogee assumes no responsibility or liability for interruption of the Services. If you experience a service interruption call your designated call center support line or notify your campus's technology services department. Apogee may change, suspend or discontinue any or all of the Services for any reason, without notice, at any time. Suspension or discontinuation without notice may also occur for failure to pay for the services, for an investigation by a law enforcement agency or for an actual or suspected violation of this EUA.

### **Section 3. GENERAL UNDERTAKINGS**

You accept sole responsibility for all of your activities you undertake in connection with your use of the Services, including, without limitation, with respect to any and all content you are exposed to, submit, post, or share via the Services or on the Website (if applicable). You will not use the Services for any unauthorized or illegal purpose.

As with all services provided through the paying entity, use of your Apogee connection is also governed by paying entity's policies, including the Conduct Codes, Computer Use Policies, and other policies as appropriate.

Misuse of your Apogee service may result in judicial action in addition to other possible action(s) taken by Apogee or other entities. Apogee may share information related to reports of abuse of its services with the paying entity or law enforcement agencies.

### **Section 4. USER CONTRIBUTIONS**

Certain areas of the Service's site may include user reviews, discussion forums, postings, hashtags or other interactive areas or community features ("Interactive Areas"), that may allow you and other users to submit photos, images, artwork, graphics, sounds, music, designs, video, audiovisual materials, product reviews, comments, questions, feedback, ideas, suggestions, or other information or content. Contributions do not reflect the views of Apogee. You are solely responsible for your use of Interactive Areas of the Site and for any Contributions that you post, both of which are done at your own risk. Apogee takes no responsibility and assumes no liability for any Contributions posted, stored, or uploaded by you or any third party, or for any loss or damage thereto. Apogee may edit or remove any

Contributions on the Site at any time and for any reason without notice.

By posting Contributions you grant Apogee a non-exclusive, royalty-free, irrevocable, worldwide, perpetual right and license to use, reproduce, modify, adapt, translate, publish, display, perform, distribute and otherwise exploit or use in our discretion such Contributions in any manner or media now or later developed, including the right to change, create derivative works, sublicense, assign, and commercialize. We may use your Contributions for marketing purposes. Our license to use your Contributions is fully paid and royalty free, meaning we do not owe you anything else in connection with our use of your Contributions.

### **Section 5. CONTRIBUTION GUIDELINES**

By using the Site, you agree that your Contributions and use of Interactive Areas will comply with all applicable laws, and will not: (1) contain any material which is defamatory of any person, libelous, obscene, pornographic, offensive, hateful, scandalous, hateful, threatening, or inflammatory; (2) promote sexually explicit material; (3) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (4) advocate, promote or assist any illegal act including, but not limited to, violence or computer misuse, or the infringement of the intellectual property rights of any other person; (5) contain viruses, corrupted data, or other harmful, disruptive, or destructive files; (5) be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; (7) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience, or needless anxiety or be likely to harass, upset, embarrass, alarm, or annoy any other person, all as determined in our sole

discretion; (8) be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity or affiliation with any person; (9) give the impression that it emanates from Apogee or the University/College, if this is not the case.

### **Section 6. DMCA COMPLIANCE**

- A. Notification to Infringer. If Apogee receives a valid notice of infringement Apogee will notify the user and discontinue service until the matter has been addressed.
- B. Notification to Apogee. If you believe that anything posted on the Site infringes any copyright that you own or control, please provide Apogee's Copyright Agent with the following written information required under the Digital Millennium Copyright Act (DMCA):
  1. name, address, telephone number, email address, and physical or electronic signature of the copyright owner, or someone authorized to act on the copyright owner's behalf;
  2. a description of the copyrighted work or other intellectual property that you claim has been infringed upon;
  3. a description of where the material that you claim is infringing is located on the site, with enough detail that Apogee may find it;
  4. a written statement that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
  5. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Apogee's Copyright Agent for notice of claims of copyright infringement on this Site can be reached by email or as follows:

DMCA Processing  
1905 Kramer Lane  
Austin, TX 78758  
Email: DMCA@apogee.us

#### **Section 7. MISCELLANEOUS**

- (a) Apogee's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state of where the Premises are located.
- (b) User agrees to only create only ONE Apogee account. User may register multiple devices that are all part of user's one account.
- (c) Only NAMED persons on an account may access account information.
- (d) Apogee is not responsible for outdated, incorrect, invalid, or missing information in regards to the account holder. It is the account holder's responsibility to keep their Apogee account up-to-date with correct, current information.

#### **Section 7. LIMITED LIABILITY AND INDEMNIFICATION**

- (a) THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY APOGEE SHALL CREATE A WARRANTY. NEITHER APOGEE, ITS AFFILIATES, NOR THE COLLEGE OR UNIVERSITY WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- (b) The limitations on liability and the indemnification provisions 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.