



501 Stockton Street\*P.O. Box 6885\*Radford, VA. 24142

**CONTRACT RENEWAL LETTER**

**Date:** May 21, 2024

**Contract Number:** RU19019

**Service:** Cable TV

**Renewal Term:** August 1, 2024 to July 31, 2025 Renewal No. 1 of 5  
 Radford University  
 Kevin McDowell, Sr. Contract Officer  
 Telephone: 540-831-5356

**Issued by:** Email: [dkmcdowel@radford.edu](mailto:dkmcdowel@radford.edu)  
 Apogee Telecom, Inc.  
 1905 Kramer Ln, Suite A 100  
 Austin, TX 78758  
 Jeff Oppenheimer

**Contractor:** Email: [joppenheimer@apogee.us](mailto:joppenheimer@apogee.us)  
 Scott Shull  
 Telephone: 540-831-7313

**Contract Administrator:** Email: [sshull@radford.edu](mailto:sshull@radford.edu)

**Description of Renewal Notice:**

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The updated contract pricing for Radford University is outlined per attachment A.

	<u>CONTRACTOR NAME</u>		<u>RADFORD UNIVERSITY</u>
	<small>DocuSigned by:</small>		<small>DocuSigned by:</small>
By:	<u>Mark Holt</u>	By:	<u>Kevin McDowell</u>
	<small>AE3287D638F94E0...</small>		<small>86EEF9397281479...</small>
Name:	Mark Holt	Name:	Kevin McDowell
Title:	CFO	Title:	Sr. Contract Officer
Date:	5/22/2024	Date:	5/24/2024   11:10 AM EDT

**Attachment A  
AMENDMENT #3  
SERVICES AGREEMENT**

This Amendment ("Amendment") to the existing Agreement dated June 4, 2019 (the "Agreement") by and between Apogee Telecom Inc ("Apogee") and Radford University ("Customer"), is hereby made and entered into this 20<sup>th</sup> day of May, 2024, as follows:

I. Amendments. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto amend the Agreement, as set forth below.

- i. Apogee will provide a contract extension from August 1, 2024 until July 31, 2025.
- ii. Customer's annual rate will be \$105,191.04 to be invoiced August 1, 2024.
- iii. Apogee will utilize the existing RF head end including satellite and OTA antennas, receivers, processors, and amplifiers as is and will continue providing CATV over the Customer's RF distribution system.
- iv. Apogee will upgrade the existing satellite blades and add streaming encoders in the existing RF rack/ Smartbox chassis for adding OnStream IPTV.
- v. Customer will continue to provide 2 strands of single mode fiber terminated with SC or LC connectors between the RF/CATV racks and the Customer network core switch.
- vi. Apogee will provide streaming video via a 10 GIG link for ingestion by the Customer core switch. Customer's data network will be utilized for distribution of IPTV services.
- vii. Apogee will decommission and remove the existing Stream2 IPTV system.
- viii. Apogee will retain ownership of all equipment provided and provide ongoing support and maintenance including troubleshooting, repair, and replacement.

II. No Other Amendment. Except as specifically provided in Section I above, all terms and provisions of the Agreement shall remain unmodified and in full force and effect.

III. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives as of the date first set forth above.

ACCEPTED AND AGREED TO:

Radford University

DocuSigned by:  
*Kevin McDowell*

By: \_\_\_\_\_  
86EEF9397281479

Name: Kevin McDowell

Title: Sr. Contract Officer

Date: 5/24/2024 | 11:10 AM EDT

Apogee Telecom, Inc.

DocuSigned by:  
*Mark Holt*

By: \_\_\_\_\_  
AE3287D638F94E0

Name: Mark Holt

Title: CFO

Date: 5/22/2024