



## CONTRACT MODIFICATION AGREEMENT

<b>Date:</b>	11/4/2024
<b>Contract No.</b>	RU19019
<b>Modification No.</b>	1
<b>Issued By:</b>	Commonwealth of Virginia <b>RADFORD UNIVERSITY</b> Procurement and Contracts P.O. Box 6885 501 Stockton Street Radford, VA 24142
<b>Contractor:</b>	<b>Boldyn Networks Higher Ed LLC (f/k/a Apogee Telecom, Inc.)</b>
<b>Commodity:</b>	Cable-TV, Digital Streaming Service

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

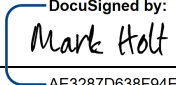
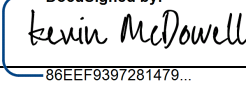
### Description of Modification:

Per Attachment A, Amendment # 4 to Standard Contract RU19019

- Update Apogee Telcom, Inc. to new name Boldyn Networks Higher Ed LLC
- Amend the Contract Term per the Renewal terms to August 1, 2024, through July 31, 2029, or as negotiated.
- Update pricing terms for Radford University Cable-TV and Digital Streaming Service

**Effective: This shall become effective when signed by the university.**

Except as provided herein, all terms and conditions of Contract Number RU19019, as heretofore changed remain unchanged and in full force and effect.

<b>BOLDYN NETWORKS HIGHER ED LLC</b>	<b>COMMONWEALTH OF VIRGINIA RADFORD UNIVERSITY</b>
By: 	By: 
Name: Mark Holt	Name: Kevin McDowell
Title: CFO	Title: Sr. Contract Officer
Date Signed: 11/5/2024	Date Signed: 11/6/2024   8:35 AM EST

**AMENDMENT #4 TO  
STANDARD CONTRACT (RU19019)**

This Amendment #4 (the “Fourth Amendment”) is dated as of the latter date of signature below (the “Fourth Amendment Effective Date”) and is entered into by and between Boldyn Networks Higher Ed LLC f/k/a Apogee Telecom, Inc. (“Apogee”), a Delaware limited liability company and Radford University (“Customer”).

RECITALS

WHEREAS, Apogee and Customer entered into that certain Standard Contract dated June 4, 2019, Contract Number RU19019, as amended (the “Contract”);

WHEREAS, Apogee Telecom, Inc. changed its name to Boldyn Networks Higher Ed LLC, effective June 21, 2024; and

WHEREAS, Apogee and Customer wish to amend the Term and pricing terms of the Contract as set forth below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Contract as follows:

**I. Amendments to the Contract.**

A. References to Contractor. All references to “Apogee”, “Contractor”, and/or Apogee Telecom, Inc. in the Agreement shall be understood to refer to Boldyn Networks Higher Ed LLC.

B. Term. Section I.i. of Amendment #3 to the Contract is deleted in its entirety and replaced with the following:

“i. The Term of Contract shall be renewed for a period of five (5) years from August 1, 2024 through July 31, 2029 (the “Renewal Term”).”

C. Pricing. Section I.ii. of Amendment #3 to the Contract is deleted in its entirety and replaced with the following pricing, which shall be effective as of August 1, 2024:

“ii. Pricing for RF and OnStream On-Premise Service including EAS with Radford University’s current Monroe equipment is as follows:

- a. Customer’s current annual rate during the Renewal Term is \$105,191.04 to be invoiced yearly.
  - i. Based on 1154 units (doors)
  - ii. Traditional RF service to the television plus the OnStream IPTV Service
- b. As consideration for the five (5) year renewal, Apogee will issue Radford University a credit of 20% during the Renewal Term of the Contract.
- c. Customer may exercise its option to adjust the scope of RF and OnStream On-Premise Service during the Term and retain the twenty percent (20%) credit on the revised video service(s). Radford University may exercise cancellation of services during the 5year period without cancellation of entire Contract and without penalty.

- d. The above pricing for the Renewal Term shall remain subject to Section VI. B of the Contract.”

D. Notice Address. Apogee’s address for notice shall be updated to the following:

Boldyn Networks Higher Ed LLC  
1400 Broadway Ave., Fl. 17  
New York, NY 10018-0669  
Attn: Legal Department

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

**III. Counterparts.** This Fourth Amendment may be executed, by handwritten signature or electronic signature via DocuSign, 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 Fourth Amendment through their duly authorized representatives as the Fourth Amendment Effective Date.

**Radford University**

DocuSigned by:  
By: Kevin McDowell  
86EEF9397281479...

Name: Kevin McDowell

Title: Sr. Contract Officer

Date: 11/6/2024 | 8:35 AM EST

**Boldyn Networks Higher Ed LLC**

DocuSigned by:  
By: Mark Holt  
AE3287D638F94E0...

Name: Mark Holt

Title: CFO

Date: 11/5/2024

Approved as to form: DS JK

**Certificate Of Completion**

Envelope Id: 057E23537E3D4437A4457FDE113BAE0D

Status: Completed

Subject: Complete with DocuSign: Radford University Amendment 4 Video Renewal 11-4-24.pdf

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 1

Laura West

AutoNav: Enabled

1905 A Kramer Ln

Envelope Stamping: Enabled

Austin, TX 78758

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

lwest@apogee.us

IP Address: 71.58.7.200

**Record Tracking**

Status: Original

Holder: Laura West

Location: DocuSign

11/4/2024 11:46:52 AM

lwest@apogee.us

**Signer Events****Signature****Timestamp**

Genny Kristie



Sent: 11/4/2024 11:49:51 AM

genny.kristie@boldyn.com

Viewed: 11/4/2024 1:31:34 PM

Security Level: Email, Account Authentication  
(None)

Signed: 11/4/2024 1:35:12 PM

Signature Adoption: Pre-selected Style

Using IP Address: 104.129.198.225

**Electronic Record and Signature Disclosure:**

Accepted: 11/4/2024 1:31:34 PM

ID: 4fd66fac-4e51-4f00-a37f-57c9f5259992

Mark Holt



Sent: 11/4/2024 1:35:13 PM

mholt@apogee.us

Viewed: 11/5/2024 12:53:03 PM

CFO

Signed: 11/5/2024 12:53:10 PM

Boldyn Networks Higher Ed LLC

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

Using IP Address: 35.146.14.128

**Electronic Record and Signature Disclosure:**

Accepted: 11/5/2024 12:53:03 PM

ID: 8f158cbe-f57a-4c01-ae69-d317ca855518

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Jeff Oppenheimer



Sent: 11/5/2024 12:53:11 PM

joppenheimer@apogee.us

Viewed: 11/5/2024 1:02:29 PM

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 2/15/2021 10:57:09 AM

ID: 9effe8be-1d13-4f47-9194-52de4246db3b

**Witness Events****Signature****Timestamp**

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/4/2024 11:49:51 AM
Certified Delivered	Security Checked	11/5/2024 12:53:03 PM
Signing Complete	Security Checked	11/5/2024 12:53:10 PM
Completed	Security Checked	11/5/2024 12:53:11 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Apogee (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Apogee:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jwalker@apogee.us](mailto:jwalker@apogee.us)

### **To advise Apogee of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jwalker@apogee.us](mailto:jwalker@apogee.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Apogee**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jwalker@apogee.us](mailto:jwalker@apogee.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number.

### **To withdraw your consent with Apogee**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [jwalker@apogee.us](mailto:jwalker@apogee.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Apogee as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Apogee during the course of your relationship with Apogee.