

We, the administrator or the retailer from whom you purchased the product covered by this Plan may make available additional products and services at a discount from time to time, for your consideration.

**PROTECTION PLAN PRICE:** \$11.00/month (of the \$34.99 total monthly fee)

BUSINESS PROTECTION AND SUPPORT TERMS AND CONDITIONS

**THIS PROTECTION PLAN ("PLAN") IS A LEGAL CONTRACT BETWEEN YOU AND ASURION TECHNOLOGY SERVICES, INC. IT REQUIRES YOU TO RESOLVE ANY DISPUTES WITH US THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT AND LIMITS OUR LIABILITY TO YOU. PLEASE READ THE PLAN CAREFULLY AND COMPLETELY. IF YOU DO NOT AGREE WITH ANY OF ITS PROVISIONS, DO NOT USE THE SERVICES OFFERED IN THIS PLAN.**

1. **Obligor:** The company obligated under this Plan in all states and the District of Columbia, except in Florida, is **Asurion Technology Services, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882. In Florida, the company obligated under this Plan is **Asurion Technology Services of Florida, Inc.**, whose address is P.O. Box 061078, Chicago, IL 60606-1078, telephone 1-866-856-3882.
2. **Definitions:** Throughout this Plan, the words (1) "**we**," "**us**" and "**our**" refer to the company obligated under this Plan, as referenced in the Obligor section of this Plan; (2) "**administrator**" refers to (a) Asurion Services, LLC, in all states and the District of Columbia, except in Florida; and (b) Asurion Technology Services of Florida, Inc., in Florida ("Asurion" refers collectively to Asurion Services, LLC, and Asurion Technology Services of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, VA, 20167; (3) "**you**," "**your**" and "**business**" refer to the sole business location that purchased this Plan for business purposes; (4) "**breakdown**" refers to the mechanical or electrical failure of the products caused by: a) defects in materials and/or workmanship, b) normal wear and tear, and c) power surges; (5) "**retailer**" refers to CSC Holdings, LLC, also known as "Cablevision", the seller of this Plan; (6) "**product(s)**" refers to the items listed in Section 4.a. of this Plan that are owned by you. Non-portable products must be located at your business address; and (7) "**replacement product**" refers to a **NEW, REFURBISHED OR REMANUFACTURED PRODUCT, OR A PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** Technological advances may result in a replacement product with a lower selling price than the original product.
3. **Term & Coverage Effective Date:** The Plan will become effective and billing will commence upon your subscription to the Plan, and will continue on a month to month basis until cancelled by you or us. **COVERAGE UNDER THE PLAN WILL COMMENCE THIRTY ONE (31) DAYS AFTER YOUR SUBSCRIPTION TO THE PLAN. NO SERVICE WILL BE PROVIDED DURING THE INITIAL THIRTY (30) DAYS OF THE PLAN. If the Plan is cancelled, coverage will continue for thirty (30) days after the cancellation date.** There will be no lapse in coverage if you relocate to an area supported by the retailer, provided that you continue the Plan and notify us and the retailer of such relocation. We may elect not to renew the Plan upon thirty (30) days' notice to you. In the event your product is being serviced by an authorized service center when your coverage under this Plan terminates, the term of this Plan will be extended until the covered repair has been completed.
4. **Coverage:** If the product fails due to a breakdown, we will repair it, or, at our sole option, provide a replacement product or provide a reimbursement to you in the form of a check or gift card, based on the replacement value, age and condition of the product, as determined by us, immediately prior to the breakdown. On-site, depot or carry-in service may be available; the administrator will inform you what type of service your covered product qualifies for when you file your claim. The terms of coverage are further outlined below.
  - a. **Qualifying Products:** This Plan covers an unlimited quantity of the following products:
    - Desktops, Laptops, Tablets (collectively referred to as "PC" or "PCs"). Each PC can include one (1) of each of the following: an associated external monitor, keyboard (wired or wireless), mouse (wired or wireless), internal modem and external desktop speaker set (wired). PCs eligible for coverage under this Plan are equipped with one of the following operating systems: (i) Windows operating system version Windows 7 or newer; (ii) Apple operating system version OS X 10.6 ("Snow Leopard") or newer; or (iii) any version of Android operating system.
    - Routers (wired or wireless) of any brand and any age.
    - External Hard Drives of any brand and any age.
    - Printers and Multifunction Printers (collectively referred to as "printer" or "printers") of any brand and any age.
    - Landline phones of any brand and any age.
    - LCD, Plasma, OLED, or LED televisions including original remote controls and universal remote controls (collectively referred to as "television(s)"). Televisions can be of any brand, any age and any size.
  - b. **Service Fee:** In the event that one of the following products: PCs, television(s), External Hard Drives, printers, Landline phones, you will be required to pay a non-refundable service fee in the amount of \$89.00, plus applicable taxes. The service fee must be paid and received in advance of the service being provided and may be paid with a valid credit card. A service fee will not be charged for the repair or replacement of a remote control, game controller, monitor, keyboard, mouse, modem, or external wired speakers however, the costs associated with the repair or replacement of these products will apply toward the aggregate claim limit under the Plan Limits of Liability.
  - c. **On-Site Service:** If we determine the product requires on-site service, an adult (18 years or older) must be present during the time of service. You must provide a safe, non-threatening environment for our technicians in order to

receive on-site service. Due to environmental or technical requirements, if certain repairs cannot be completed where the product is located and must be repaired at another location, this Plan will cover all shipping and handling costs. Products installed in cabinetry and other types of built-in applications are eligible for service as long as you make the product reasonably accessible to the service provider. We are not responsible for dismantling or reinstallation of furniture or fixed infrastructures when removing or reinstalling repaired or replaced products into furniture or cabinetry. Non-original parts may be used for repair of the product.

- d. **Repair Depot Service:** If we determine the product will not be serviced on-site, it will be shipped to a designated repair depot location for service. We will send you a prepaid shipping label and instructions for shipping your product to our authorized service center. Standard shipping costs are covered by the Plan. Non-original parts may be used for repair of the product.
- e. **Replacement Products:** If we opt to provide you a replacement product under the Plan, we reserve the right to retain ownership of the original product. At our sole discretion, we may require that you return or send pictures of the failed product to our designated repair depot location as a condition to receiving your replacement product or reimbursement. Standard shipping costs associated with the return of the product will be paid by us.
5. **If Your Product Needs Service:** In the event your product experiences a breakdown, thirty-one (31) days after subscription to the Plan you may file a claim by calling 1-844-670-3151, 8AM -11Pm ET Monday-Friday and 9AM – 6PM ET Saturday-Saturday. **You must file your claim prior to having service; all repairs or replacements must be authorized in advance. Unauthorized repairs or replacements may not be covered.** When your product requires service, your product may be subject to a service fee for each claim filed. We may require you to fill out a claim facilitation form prior to receiving repairs or replacement or reimbursement for your product. You may also be required to produce a State or Federal issued photo identification, other than a professional or student license or I.D., as a condition to receiving a repair or replacement or reimbursement. Any abuse of the Plan by you, including but not limited to seeking replacement of a product not belonging to you, may result in termination of the Plan upon notice. The cost of the replacement product cannot exceed the available balance of funds under the aggregate claim limit. Repaired or replaced products which are not covered by a manufacturer's warranty are warranted by us for ninety (90) days from the date of product receipt by you. In the event that the product fails to function properly during such ninety (90) days, we will repair or replace the product at no cost to you. Such services related to the execution of the replacement product warranty will not be charged against your aggregate claim limit under the Plan. All claims under this Plan must be reported to us within thirty (30) days after coverage under this Plan terminates; this 30-day limit does not limit the 90-day warranty on products repaired under this Plan.
6. **Plan Limits of Liability:** Under the Plan, claims cannot exceed the per claim limit which is the current market value of the product and the aggregate limit of this Plan of ten thousand dollars (\$10,000.00). In addition, the claims made cannot exceed the aggregate limit of this Plan of ten thousand dollars (\$10,000.00) per 12-month rolling period which commences on the date of your first claim. We will be responsible for informing you, at the time of the claim, if you have reached the ten thousand dollars (\$10,000.00) aggregate claim limit. The cost of any repairs shall be equal to the market retail value of parts and labor charges for repairing the product, as determined at our sole discretion, provided that the cost for any repair shall not exceed the remaining balance of the aggregate limit. In the event that you reach the 12-month aggregate claim limit for claims ten thousand dollars (\$10,000.00) and the product requires additional repairs, we will provide you with information on how to get the product repaired; however, we will not be responsible for any costs related to these repairs.
7. **Your Responsibilities:** Please retain these terms and conditions for your records. The product must be in good working condition prior to your Plan subscription. You must follow the instructions that are in the owner's manual for proper use, care and maintenance of the product. Failure to follow the manufacturer's maintenance and service guidelines may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. It is important that you back up all data files on your product prior to the commencement of service; repairs to your product may result in the deletion of such data files.
8. **Payment:** The monthly rate for the Plan was provided to you at the time you subscribed to the Plan and is also listed at the top of this Plan. You agree to pay all monthly charges, plus all applicable taxes, which shall be billed on a monthly basis on the bill provided by the retailer. Non-payment by you will result in cancellation of the Plan.
9. **Insurance Securing this Plan:** This Plan is not an insurance policy. Under this Plan, Our obligations in AL, AR, CA, CO, CT, DC, FL, GA, HI, IL, IN, KY, MA, ME, MN, MO, MT, NC, NH, NJ, NV, OK, OR, SC, TX, UT, VT, VA, WA, WI, and WY are insured under an insurance policy issued by Allianz Global Risks US Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606. If We fail to act on Your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired You may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883 to report your claim. In NY our obligations under this Plan are insured under an insurance policy issued by Fireman's Fund Insurance Company, 225 W. Washington Street, Suite 1800, Chicago, IL 60606. If We fail to act on Your claim within sixty (60) days, or if we become insolvent or otherwise financially impaired You may contact Fireman's Fund Insurance Company directly at 1-888-466-7883 to report your claim.
10. **Exclusions – What Is Not Covered: This Plan does not cover the following:**
  - a. **Products with pre-existing conditions at the time of your subscription to the Plan;**
  - b. **Cosmetic defects, damage to or failures of non-operational components that do not inhibit the proper operation and performance of the product such as but not limited to: appearance parts; broken hinges; cracked cases; decorative finishing; finish defects; handles; nonfunctional plastic; trim; accessories; attachments;**
  - c. **Unintentional or accidental damage from handling that results from normal use of the product ("ADH") unless you have enrolled in a Plan that includes ADH coverage for specific devices;**

- d. Breakdown or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel;
  - e. Consequential or incidental damages, including but not limited to: loss of use; loss of business; loss of profits; loss of data; down-time and charges for time and effort;
  - f. Failure, inoperability, or disruption of any product or product functions due to any design flaw or systemic manufacturing defect;
  - g. Failures, damage or loss caused by any physical force external to the product, whether accidental (excluding those products as outlined in the Definitions section) or intentional, including but not limited to: any disaster, whether natural (acts of God) or man-made; whether local or catastrophic; abuse; acts of war; civil disorders; corrosion; dirt; mold; dust; earthquake; fire; hail; insects or other animals; liquid immersion; malicious mischief; misuse; negligence; nuclear accident; riot; rust; sand; smoke; storm; terrorist attack; vandalism; wind;
  - h. Costs associated with installation or uninstallment of any product;
  - i. Burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality;
  - j. Products that are not owned by the business, leased and rented products, or products that are not customarily located in your specified business location;
  - k. Loss or damage to the product either while in storage or in the course of transit, delivery, or redelivery, except where the loss or damage occurs while your product is located at our designated repair depot;
  - l. Normal periodic or preventative maintenance, inspections, cleaning, or tune-ups; minor adjustments and settings outlined in the product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found;
  - m. Products whose serial number has been altered or removed;
  - n. Products located outside the United States;
  - o. Repair or replacement covered by a manufacturer recall in effect at the time of the breakdown;
  - p. Support or repairs to software; loss or damage to software due to any cause; including but not limited to, computer virus; worm; Trojan programs; adware, spyware, firmware or any other software program;
  - q. Data or software of any kind that is deleted or damaged during a repair or replacement under this Plan;
  - r. Special, indirect, or consequential damages or losses;
  - s. Theft or loss of the product;
  - t. Special needs accessories including, but not limited to: handset boosters; visual ring indicators; and the like;
  - u. Parts intended for periodic replacement including but not limited to: batteries (excluding one (1) annual laptop battery); lamps; and bulbs;
  - v. PCs that do not have administrator's permissions. Covered PCs must be able to upload and download software; and
  - w. Any property owned or provided by the retailer.
11. **Renewal:** This Plan automatically renews from month to month until cancelled.
12. **Transfer:** This Plan is not assignable or otherwise transferable to another party.
13. **Cancellation:** This Plan is provided on a month-to-month basis and may be cancelled by you at any time for any reason by notifying the retailer by calling 1-855-270-5527. This Plan may be cancelled by us or the Administrator for any reason by notifying you in writing at least thirty (30) days prior to the effective date of cancellation, which notice shall state the effective date and reason for cancellation. If you fail to pay any monthly fee due under this Plan, this Plan will be cancelled immediately without notice. In the event this Plan is cancelled (a) by you within thirty (30) days of when this Plan is sent to you, you shall receive a full refund of the price paid for the Plan, less any claims that have been paid or repairs that have been made; or (b) by you after thirty (30) days of when this Plan is sent to you, or by us or the Administrator at any time, you will receive a refund equal to one hundred percent (100%) of the unearned pro rata premium, less any claims that have been paid or repairs that have been made. For residents of AL, AR, CA, CO, DC, HI, MA, MD, ME, MN, MO, NJ, NM, NV, NY, SC, TX, WA, WI and WY, and any other jurisdictions as required by law, any refund owed and not paid or credited within thirty (30) days of cancellation, shall include a ten percent (10%) penalty per month. Upon any termination or cancellation by you, us or the Administrator, you will have coverage provided, at no cost, for an additional thirty (30) days after the date of termination or cancellation of this Plan. All claims under this Plan must be reported to us within thirty (30) days after cancellation of the Plan.
14. **Changes to the Plan:** WE MAY CHANGE THE MONTHLY CHARGE FOR THE PLAN, OR WE MAY CHANGE THESE TERMS AND CONDITIONS FROM TIME TO TIME UPON THIRTY (30) DAYS' WRITTEN NOTICE TO YOU OR LONGER AS MAY BE REQUIRED BY LAW. SUCH NOTICE MAY BE PROVIDED IN A SEPARATE MAILING OR EMAIL OR BY ANY OTHER REASONABLE METHOD. IF YOU DO NOT AGREE TO THE MODIFIED CHARGES OR TERMS OF THE AGREEMENT, YOU MAY CANCEL THE PLAN BY NOTICE TO US OR THE ADMINISTRATOR AT ANY TIME, IN ACCORDANCE WITH THESE TERMS AND CONDITIONS. THE PAYMENT OF APPLICABLE CHARGES BY YOU, OR A REQUEST FOR SERVICE UNDER THE PLANS, AFTER RECEIVING SUCH NOTICE OF

A CHANGE IN THE CHARGES OR OTHER TERMS AND CONDITIONS WILL BE DEEMED TO BE ASSENT BY YOU TO THE CHANGE(S) IN THE CHARGES, TERMS OR CONDITIONS.

15. **Limitation of Liability:** IN NO EVENT WILL THE PLAN OBLIGOR OR ADMINISTRATOR BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURIES OR LOSS OF INCOME ARISING OUT OF OR CONNECTED TO THE PROVISION OF THE PLAN, REPAIR OR REPLACEMENT OF PRODUCTS UNDER THE PLAN AND CAUSED BY NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF THE PLAN OBLIGOR OR ADMINISTRATOR OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR SUBCONTRACTORS.
16. **Force Majeure:** We shall not be held responsible for any delay or failure in performance of any part of this Plan to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, regulatory agency requirement civil or military authority, acts of God, or other similar causes beyond our control.
17. **Non-waiver:** Our failure in any circumstance to require strict adherence to any term or condition set forth herein shall not be deemed a waiver by us of any such term or condition under any other circumstance or of any other term or condition set forth herein.
18. **Arbitration Agreement: For the purpose of this Arbitration Agreement (referred to hereinafter as the "A.A.") only, references to "we" and "us" also include (1) the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and Administrator, as defined above; and (2) the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.**

Most of your concerns about the Plan can be addressed simply by contacting us at 1-844-670-3151. In the event we cannot resolve any dispute with you, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING AND INDIVIDUAL ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS.**

This A.A. shall survive termination of this Plan and is governed by the Federal Arbitration Act. This A.A. shall be interpreted broadly, and it includes any dispute you have with us that arises out of or relates in any way to this Plan or the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise. However, this A.A. does not preclude you from bringing an individual action against us in small claims court or from informing any federal, state or local agencies or entities of your dispute. They may be able to seek relief on your behalf.

To initiate arbitration, send a written Notice of Claim by certified mail to: Legal Department, P.O. Box 110656, Nashville, TN 37122-0656. The Notice must describe the dispute and relief sought. If we do not resolve the dispute within thirty (30) days of receipt of the Notice, you may start an arbitration with the American Arbitration Association ("AAA"). You can contact the AAA and obtain a free copy of their rules and forms at [www.adr.org](http://www.adr.org) or 1-800-778-7879. We will reimburse you for a filing fee paid to the AAA, and if you are unable to pay a filing fee, we will pay it if you send us a written request.

The arbitration shall be administered by the AAA in accordance with the Consumer Arbitration Rules ("Rules"). The arbitrator is bound by the terms of this A.A. and shall decide all issues, with the exception that issues relating to the enforceability of this A.A. may be decided by a court. If your dispute is for \$25,000 or less, the arbitration will be conducted by submitting documents to the arbitrator, unless you request an in-person or telephonic hearing or the arbitrator decides that a hearing is necessary. If your dispute is for more than \$25,000, the right to a hearing will be determined by the Rules. Unless otherwise agreed, any hearing will take place in the county or parish of your mailing address. We will pay all filing, administration and arbitrator fees for any arbitration, unless your dispute is found by the arbitrator to have been filed for the purpose of harassment or is patently frivolous. In that case, the Rules govern payment of such fees.

The arbitrator shall issue a decision including the facts and law supporting it. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement we offered or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or \$7,500.00, whichever is greater; and (2) pay the attorney's fees and expenses, if any, you reasonably incurred in the arbitration. While that right to fees and expenses is in addition to any right you may have under applicable law, you may not recover duplicate awards of fees and expenses. We waive any right we may have under applicable law to recover attorney's fees and expenses from you if we prevail in the arbitration.

If you seek declaratory or injunctive relief, that relief can be awarded only to the extent necessary to provide you relief. **YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT IN A PURPORTED CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate your dispute with any other person's dispute and may not preside over any form of representative proceeding. If this specific provision is found to be unenforceable, then the entirety of this A. A. shall be null and void.

**If You Reside In One Of The Following States, These Provisions Apply To You:**

**State Variations**

The following state variations shall control if inconsistent with any other terms and conditions:

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration of the monthly term, we will not deduct the cost of any less any claims that have been paid or repairs that have been made from your refund. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the retailer, its assignees, subcontractors and/or representatives or to any conditions that the Obligor or retailer knew or reasonably should have known. The Arbitration Agreement of this Plan does not preclude you from contacting the Consumer Protection Division of the Arizona Department of Insurance Item (d) of section 10. **EXCLUSIONS- WHAT IS NOT COVERED** is deleted and replaced with the following: **"Breakdown or costs resulting from: improper installation or setup; use in any combinations not approved in the manufacturer's specifications; unauthorized modifications, alterations, repairs or repair personnel while owned by you;"**

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If you cancel this Plan within sixty (60) days of receipt of this Plan, you will receive a full refund, less the cost of any claims that have been paid or repairs that have been made. If you cancel this Plan after sixty (60) days, you will receive a pro rata refund, less the cost of any claims that have been paid or repairs that have been made. Registration of this Plan is required. You may register the products to be covered by the Plan at any time during the coverage period. To perform this registration or to change and/or updates the list of covered products, please go online to [hub.asurion.com/registration](http://hub.asurion.com/registration) and complete the registration form as directed.

**Connecticut Residents:** In the event of a dispute with us or the administrator that cannot be resolved, you may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

**Florida Residents:** The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents:** We may only cancel this Plan before the end of its term on the grounds of fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Official Code of Georgia Annotated ("O.C.G.A.") 33-24-44. If this Plan is cancelled prior to the expiration of its monthly term, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement provision of this Plan does not preclude you from bringing issues to the attention of federal, state, or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf. You and we agree to waive the right to a trial by jury and to participate in class actions, class arbitrations or other similar proceedings. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Allianz Global Risks US Insurance Company pursuant to O.C.G.A. 33-7-6.

**Nevada Residents:** If this Plan is cancelled, we will not deduct the cost of any claims that have been paid or repairs that have been made from your refund. If we fail to pay the cancellation refund as stated in the Cancellation section of this Plan, the penalty will be ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan has been in force for a period of seventy (70) days, we may only cancel before the expiration of the Plan term due to the following reasons: 1) You engage in fraud or material misrepresentation in obtaining this Plan or in filing a claim for service under this Plan; 2) You commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increases the service required under this Plan; or 3) any material change in the nature or extent of the required service or repair, including unauthorized service or repair, which occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time this Plan was purchased or last renewed. The following is added to Item d. in Section 10. **Exclusions- What Is Not Covered:** "If the product is modified or altered without our authorization, we will only provide applicable coverage that is not related to the unauthorized modification or alteration or any breakdowns arising therefrom, unless such coverage is otherwise excluded by the Plan." Contact us at 1-844-670-3151 with questions, concerns or complaints about this Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone 1-888-872-3234.

**New Hampshire Residents:** Contact us at 1-844-670-3151 with questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, you may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone number: 1-603-271-2261. The arbitration agreement provision of this Plan is subject to RSA 542.

**New Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan monthly term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for the product. We may non-renew, but may only cancel this Contract prior to the expiration of the monthly term for non-payment by you or for violation of any of the terms and conditions of this Contract.

**Oklahoma Residents:** Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. Oklahoma license number: 44199295.

**Oregon Residents:** The Arbitration Agreement provision of this Plan is replaced with the following: "For the purpose of this Arbitration Agreement, references to "we" and "us" also include the respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns of the Plan Obligor and administrator, as defined above, and the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. Most of your concerns about the Plan can be addressed simply by contacting us at 1-844-670-3151. If we cannot resolve any dispute, you and we may, in a separate agreement, consent to arbitration. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, CLASS ARBITRATION OR OTHER SIMILAR PROCEEDING. Any arbitration proceedings shall be conducted within the state of Oregon."

**South Carolina Residents:** Contact us at 1-844-670-3151 with questions, concerns or complaints about the Plan. In the event you do not receive satisfaction under this Plan, complaints or questions about this Plan may be directed to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, 1-800-768-3467.

**Texas Residents:** If you purchased this Plan in Texas, unresolved complaints concerning us or questions concerning our registration may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, telephone number 1-512-463-6599 or 1-800-803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas license number: 116.

**Utah Residents: NOTICE. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guaranty Association.** The second sentence in Section 13. Cancellation is replaced with the following: "This Plan may be cancelled by us or the administrator prior to the expiration of the monthly term for: (i) material misrepresentation or substantial breaches of contractual duties, conditions, or warranties, by notifying you in writing at least thirty (30) days prior to the effective date of cancellation; or (ii) for nonpayment of premium by notifying you in writing at least ten (10) days prior to the effective date of cancellation. Such cancellation notifications shall state the effective date and reason for cancellation." If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan. If emergency service is required outside the designated hours, the consumer may seek service and be reimbursed, provided the service performed is covered by the Plan. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible.

**Virginia Residents:** Contact us at 1-844-670-3151 with questions, concerns or complaints about the program. In the event you do not receive satisfaction under this Plan within 60 days after your request, you may contact the Virginia Department of Agriculture & Consumer Services, Office of Charitable & Regulatory Programs to file a complaint.

**Washington Residents:** If we fail to act on your claim, you may contact Allianz Global Risks US Insurance Company directly at 1-888-466-7883. You are not required to wait sixty (60) days before filing a claim directly with Allianz Global Risks US Insurance Company.

**Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** We may only cancel this contract before the end of the agreed contract term on the grounds of nonpayment, a material misrepresentation made by you to us, or a substantial breach of duties by you relating to the product or its use. The Arbitration Agreement provision of this Contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND THE RIGHT TO PARTICPATE IN CLASS ACTIONS OR OTHER REPRESENTATIVE PROCEEDINGS;** and (2) the phrase, "and is governed by the Federal Arbitration Act." in the first sentence of third paragraph is deleted in its entirety.

**Wyoming Residents:** The Arbitration Agreement provision in this Plan is replaced with the following: "If there are disputes between you and us that are not resolved by negotiations, you and we may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming." For the purpose of this arbitration agreement, references to "we" and "us" include the Plan obligor and administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) the retailer and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns.

Administered by:

Asurion Services, LLC  
P.O. Box 1340 • Sterling, VA 20167 • 1-844-670-3151  
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Name: \_\_\_\_\_

Address: \_\_\_\_\_

# Business Premier Technical Support Terms of Service

Effective May 18, 2017

**THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS, INCLUDING THE WAIVER OF CLASS ACTIONS AND JURY TRIALS. THE AGREEMENT ALSO CONTAINS PROVISIONS FOR OPTING OUT OF ARBITRATION. PLEASE REVIEW IT CAREFULLY.**

Business Premier Technical Support is an optional monthly plan available to current Optimum and Suddenlink Business Subscribers which includes (a) technical support services for devices within your immediate service location that can connect to your wireless network ("Support Services"), and (b) access to the Premier Protection & Support mobile application ("Support App"). The Support Services and Support App may be referred to, collectively, as "BPTS," the "Services" or the "BPTS Plan."

Altice is pleased to provide Business Premier Technical Support ("BPTS") to: (1) Optimum Subscribers in accordance with this Terms of Service ("TOS"), which incorporate and include the [General Terms and Conditions of Service](#), [Agreement for Optimum TV](#), [Agreement for Optimum Online](#), [Agreement for Optimum Voice](#), and the [Customer Privacy Notice](#), as applicable, and as such may be updated from time to time (collectively, the "Optimum Terms of Service"); and (2) Suddenlink Subscribers in accordance with this TOS, which incorporate and include the [Commercial Service Agreement](#) and [Privacy Policy](#), and as such may be updated from time to time (collectively, the "Suddenlink Terms of Service"). In the event of any conflict between this TOS below and the (a) Optimum Terms of Service, the Optimum Terms of Service shall control; or the (b) Suddenlink Terms of Service, the Suddenlink Terms of Service shall control. Subscriber's use of BPTS shall be deemed acknowledgment that Subscriber has read and agreed to these terms of service. Any Subscriber who does not agree to be bound by these terms should immediately stop their use of BPTS and notify the appropriate Optimum or Suddenlink Customer Service Department to terminate the account. This is a legal document.

**1. Definitions.**

In the TOS: (a) "Altice", "We," "Us" and "Our" means CSC Holdings, LLC and Cequel Communications, LLC and their respective parents, subsidiaries, branches, affiliates, third-party providers, agents, contractors, employees, successors and assigns; and (b) "Subscriber," "You" and "Your" mean an individual who accesses or uses BPTS, as well as any person or entity represented by that individual.

**2. Supported Devices.**

The Business Premier Technical Support Services (the "Services") are available for all the devices that can connect to your wireless network, with the exception of the equipment provided and supported by Altice ("Supported Devices").

**3. Scope of the Services**

The Services only include (a) technical support for the Supported Devices and the operating systems and software applications either thereon or intended to be used thereon; and (b)



technical support for the use of the Supported Devices with other devices and services manufactured to be compatible with the Supported Devices or intended to be connected thereto. The Services do not include, among other things, (a) assistance with third-party software or services that are not related to Your Supported Devices; (b) diagnostic support not related to Your Supported Devices; (c) modification of Original Equipment Manufacturer ("OEM") software; (d) installation of third-party software or OEM drivers not supported by Your Supported Devices; (e) installation of non-sanctioned applications; or (f) data migration from device to device.

**4. Support App.**

The Support App is provided by Asurion Mobile Applications, LLC ("Asurion"). In order to download and use the Support App, you must agree to Asurion's end-user license agreement for Optimum Subscribers available [here](#) and for Suddenlink Subscribers available [here](#) and privacy policy available [here](#). The Asurion privacy policy is separate and apart from the Optimum [Customer Privacy Notice](#) and [Suddenlink Privacy Policy](#) referenced in paragraph 9 below.

**5. Commercially Reasonable Efforts.**

We will use commercially reasonable efforts to provide you with BPTS. This means that if we are unable to resolve the issue related to your supported device after making commercially reasonable efforts, we have the right and sole discretion to refuse to take further efforts to do so. Additionally, in some instances, we may have limited information from vendors, manufacturers, and developers, and We may not have the ability to obtain the proprietary or other information required to resolve Your issue. Some technical problems that You encounter when using Your Supported Device may be the result of software or hardware errors not yet resolved by the vendors, manufacturers or developers of that software or hardware, in which case We may not be able to resolve Your issue.

**6. Representations and Authorizations.**

When seeking service, you represent that You are the Named Account Holder or an Authorized User on the account, as well as any software on it or any device connected to Your Supported Device. When seeking service, You (a) expressly consent to technical support personnel remotely accessing Your Supported Device and the data thereon through use of software or other means; and (b) authorize Us to effect changes to Your Supported Device, to the extent necessary and acknowledge and agree that such changes may be permanent and irreversible.

**7. Remote Access.**

To receive BPTS, You may be required to download and/or run certain software applications ("Software") on Your Supported Device and/or on any device connected to or used in connection with Your Supported Device. The Software may include remote access tools that allow us to remotely access Your Supported Device and any device connected thereto, as well as the contents thereon. You agree that any remote access of Your Supported Device in connection with providing the Services may be recorded for quality control purposes, including video capture of the remote access session. You also agree to comply with the terms and conditions applicable to the Software and, in the event of a conflict between those terms and conditions and these TOS, the Software-specific terms and conditions control, but only with regard to the Software itself. You are prohibited from and agree not to alter or copy the Software or any other materials provided to you as a result of your use of BPTS.

8. **Back-up.**

It is your responsibility to back-up the software and data that is stored on Your Supported Device or devices connected to or used in connection with Your Supported Device, and we are not responsible for any loss, alteration, or corruption of any software or data. We may decline to provide service to you if we determine that You have not taken appropriate back-up measures.

9. **Privacy Practices & Passwords**

The Optimum Customer Privacy Notice available [here](#) and the Suddenlink Privacy Policy available [here](#) explain our policies with respect to the collection, use and disclosure of information related to or derived from Optimum Subscribers' and Suddenlink Subscribers' use of BPTS. Please read the corresponding privacy notice or policy carefully and completely. It is incorporated by reference into these TOS, and by using BPTS, You consent to the collection, use and disclosure of your information as set forth in that notice or policy. If you know or suspect that the passwords associated with or stored on Your Supported Device have been available to or accessed by anyone as a result of your use of BPTS, You should immediately change or reset those passwords.

10. **Costs and Data Usage Charges.**

In some circumstances, you may need to purchase additional equipment or software to receive the full benefit of BPTS, and you may incur data usage charges when using BPTS. In those circumstances, you are fully and solely responsible for the cost of any such equipment or software and the payment of any such charges

11. **Termination By Altice.**

Altice may, at its option, terminate this Agreement for any reason whatsoever, including, but not limited to, if Subscriber or any user of Subscriber's account or services violates or breaches this Agreement and/or any Altice or Third Party Provider terms of service and agreements incorporated herein by reference, in all cases as determined in Altice's sole good faith discretion. Additional grounds for termination include, for example, when a Subscriber's credit card issuer refuses a charge or any other payment method fails.

12. **Violations of this Agreement:**

It shall be a violation of this Agreement for Subscriber or any user of Subscriber's account or services (i) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (ii) not to engage in conduct required by this Agreement, each case determined in Altice's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if:

1. Subscriber or any user of Subscriber's account or services fails to abide by Altice's rules and regulations or to pay the charges billed
2. Subscriber or any user of Subscriber's account or services fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete;
3. Subscriber or any user of Subscriber's account or services engages in any illegal or prohibited activity in connection with their use of any Optimum or Suddenlink Service;
4. Subscriber or any user of Subscriber's account or services harasses, threatens or otherwise abuses any Altice employee or agent;
5. Subscriber or any user of Subscriber's account or services refuses to provide Altice with reasonable access to the service location or refuses to allow Altice to diagnose and/or

troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or

6. Excessive Subscriber use or contact for non-technical support or other customer support not within the scope of the Services, determined in the sole good faith discretion of Altice.

**13. Effect of Termination by Altice:**

Subscriber agrees that in the event of termination by Altice, Altice and all Third-Party Providers shall have no liability to Subscriber or any user of Subscriber's account or services. Failure of Altice to remove Equipment, if applicable, shall not be deemed an abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Altice in the event that Altice shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

Additionally, unless expressly prohibited by law, Subscriber also understands and agrees that in the event of termination by Altice, Altice, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Optimum or Suddenlink Services by Subscriber or any former user of Subscriber's account or services.

**14. Disclaimer of Warranties and Limitation of Liability.**

1. Subscriber expressly agrees that the use of BPTS Service, as well as the purchase, download, or use of any third-party service or product provided by or accessed through the Service, is at Subscriber's sole risk and Subscriber acknowledges that this Service and these materials are provided "as is" and "as available" for Subscriber's use, without warranties of any kind, whether express or implied, including, without limitation the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither Altice nor any third-party provider of services or products, makes any representations or warranties with respect to any service offered through BPTS, and Altice shall not be party to nor responsible for monitoring any transaction between Subscriber and other third-party providers of products or services outside the terms of these TOS.

2. Unless otherwise specifically provided in these Term and Conditions, Altice and any of its third-party providers will not be liable to the Subscriber or to any third party for:

1. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities, failure to transmit or receive any data, loss, misuse or disclosure of data or confidential information, loss of privacy, corruption or loss of data, failure to receive or backup your data (or archived data), and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with the use of BPTS Services or provided third party services by the Subscriber or any other use of the Services including without limitation, any damage resulting from or arising out of the Subscriber's reliance on or use of the BPTS Services, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission, or any failure of the BPTS Services; and

2. any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding based upon a contention that the use of the BPTS Services by the Subscriber or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party. This limitation applies to the acts, omissions, negligence and gross negligence of Altice, its officers, employees, agents, contractors, third-party providers, or representatives which, but for this provision, would give rise to a cause of action against Altice in contract, tort or any other legal doctrine.

**15. Arbitration.**

The arbitration provision applicable to Optimum Subscribers may be found in Section 22 of the [General Terms and Conditions of Service](#) and is hereby incorporated by reference. The arbitration provision applicable to Suddenlink Subscribers may be found in Section 14 of the [Commercial Service Agreement](#) and is hereby incorporated by reference.

**16. INTELLECTUAL PROPERTY RIGHTS.**

You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with BPTS are the exclusive property of Altice or its third party providers, and all such rights not expressly granted to You in these TOS are hereby reserved and retained by Us. If You submit comments or ideas about BPTS, including ways to improve BPTS or other of Our products or services ("Ideas"), You agree that Your submission is gratuitous, unsolicited and without restriction. It does not place Us under any fiduciary or other obligation, and We are free to use the Ideas without compensation to You and/or to disclose the Ideas to anyone on a non-confidential basis. You further acknowledge that Altice does not, by acceptance of Your submission, waive any rights to use similar or related ideas previously known to Us, or developed by Our employees or obtained from sources other than You.

**17. ASSIGNMENT.**

These TOS and any rights or licenses granted hereunder may not be transferred or assigned by You, but may be transferred or assigned by Altice, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

**18. SEVERABILITY & WAIVER.**

If any term of these TOS is found to be invalid or unenforceable, that term should be modified to the extent possible to make it valid or enforceable without losing its intent and purpose. If no such modification is possible, the term should be severed from these TOS. Any failure to enforce a right or term of these TOS shall not be deemed a waiver of that right or term.

**19. CHOICE OF LAW:**

These TOS shall be exclusively governed by, and construed in accordance with, the laws of the State of New York for Optimum and Suddenlink Subscribers.

**20. ENTIRE AGREEMENT:**

This TOS constitutes the entire agreement between the Subscriber and Altice for BPTS. No undertaking, representation or warranty made by any agent or representative of Altice in connection with the BPTS Services shall be binding on Altice except as expressly included herein.

**21. AMENDMENT:**

Altice may, in its sole discretion, change, modify, add or remove portions of these TOS at any time. Altice may notify Subscriber of any such changes to these TOS by posting notice of such changes on the Optimum and Suddenlink website, as applicable, or sending notice via e-mail or postal mail. The Subscriber's continued use of the Services following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of these TOS, Subscriber must immediately cease using the BPTS Services and notify Altice that Subscriber is terminating the Services.

# Safeguard Terms and Conditions

Suddenlink Communications on behalf of itself and its affiliates and subsidiaries authorized to provide the services set forth herein (collectively, "Suddenlink") is pleased to provide its Safeguard plan ("Plan") to you ("You" or "Customer") in accordance with these terms and conditions ("Terms and Conditions"), which incorporate and include the [Residential Service Agreement](#) ("Agreement") and [Suddenlink Communications Privacy Policy](#) as such may be updated from time to time. In the event of any conflict between these Terms and Conditions and the Agreement, the Agreement shall control.

1. **Description:** The Suddenlink Safeguard plan ("Plan") is an optional monthly plan available to current Suddenlink customers which covers service visits related to Suddenlink video, high speed internet and voice services as follows:
  1. The Plan covers the cost of service visits related to repair of inside wiring in connection with the delivery of the applicable video, high speed internet and/or voice services located on the Customer's side of the Demarcation Point, as well as certain inside wiring repairs, including repair of wire concealed (i.e., "wall fished") within hollow interior walls. Under this Plan, inside wiring shall be defined as cables, connectors, jacks, and other components necessary to receive the applicable Suddenlink service, except as limited in Section 2 of these Terms and Conditions. Under this Plan, the Demarcation Point begins 12 inches outside of your home and extends inside to the individual outlets and extensions. For apartments, condominiums, offices and/or other group or business facilities, the demarcation point is the outlet or jack inside the unit.
  2. The Plan also covers the cost of service visits in which a Customer calls customer support with an issue relating to the use of Suddenlink products or services and Suddenlink subsequently determines that an in-home service visit is necessary to resolve issues related to inside wiring, connectors and other customer equipment (e.g., laptops, tablets, smartphones, smart TVs, etc.) necessary for the operation of Suddenlink products and services. For example, the Plan would cover the cost of service visits to connect mobile WiFi devices, address incorrect equipment settings or connections or program remote controls. The cost of the visit is covered even if it is determined that the issue is isolated to customer-owned or provided (as opposed to Suddenlink-provided) equipment.

Suddenlink will perform all services under the Plan in accordance with industry standards.

2. **Restrictions and Exclusions:** The Plan does NOT cover:
  1. The cost of a scheduled service visit:
    - in the event of a missed appointment (i.e., Customer is not home or does not answer door at time of service visit); or
    - in the event the appointment is cancelled at the time of the service visit (i.e., when the technician arrives at service location).
  2. The following repairs and other services (although the cost of the service visit is covered):
    - repair of wire concealed (i.e., wall fished) within an outside, concrete, masonry or tile wall or other inaccessible structure;
    - repair of non-Suddenlink equipment;
    - installation or configuration of non-Suddenlink equipment, with the exception of a customer-owned router or modem;
    - repair of complex or custom wiring such as smart panels and long-distance HDMI;
    - installation, removal, relocation of or change of Suddenlink services;

- repair or replacement of Ethernet/Cat5 cable or fittings, except as required to connect the Suddenlink Router to the cable modem and/or Customer computer; or
- repair of any damage or destruction caused by fire, flood, earthquake, Acts of God, vandalism, home renovation, gross negligence or willful damage.

**3. Fees and Cancellation Policy:**

1. Plan Customers agree to pay the applicable monthly fee and if it applies, a cancellation fee. Plan fee will be billed monthly in advance for as long as the Customer remains in the plan. Business Customers enrolled in Premium Tech Support ("PTS Business Customer(s)") or Premier Protection & Support ("PPS Business Customers") are automatically enrolled in the Safeguard Plan and receive the Plan without additional fee (but not vice versa).
2. Plan Customers may cancel at any time by calling (888) 705-7171 or contacting Suddenlink at: 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Service Protection.
  - If a Plan Customer does not have an eligible service visit within the first thirty (30) days of the Plan, Customer is entitled to a full refund of the applicable monthly fee.
  - If a Plan Customer schedules and/or receives an eligible service visit, or in the alternative, has a pending eligible service visit at the time of sign up for the Plan, and cancels within the first one hundred eighty (180) days of the Plan, the Customer may be responsible for a cancellation fee of \$25 for residential Customers and \$50 for business Customers.
3. Additional fees may apply for work performed that is not covered by the Plan.
4. PTS Residential Customers should refer to the Premier Technical Support Terms and Conditions for any applicable cancellation policy. PTS Business Customers and PPS Business Customers should refer to the Premium Tech Support for Business Terms and Conditions for any applicable cancellation policy.

- 4. Taxes and Fees:** Customer agrees to pay any applicable local, state or federal taxes and/or fees imposed or levied on or with respect to the Plan.

- 5. Access to Customer Premises:** Customer authorizes Suddenlink and its employees, agents, contractors and representatives to access and otherwise enter the Customer's premises to install, inspect, maintain and/or make eligible, covered repair(s) and, upon the termination of Service, to remove the same from the premises. If Customer is not the owner of the property where Suddenlink will perform service visits, Customer hereby warrants and represents that Customer has obtained all necessary permissions from the owner of the property and Customer will indemnify Suddenlink from any liability arising from a breach of the representation and warranty.

- 6. Limitation of Liability:** Suddenlink shall not be liable for any damages (including indirect, incidental, punitive, or consequential damages of any kind) arising from services performed under the Plan.

- 7. Amendment:** Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Plan at any time. Suddenlink may notify Customer of any such changes to this Plan by posting notice of such changes on the Suddenlink website or sending notice via e-mail or postal mail. The Customer's continued participation in the Plan following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such modification. If Customer does not agree to any modification of this Plan, Customer must cancel the Plan in accordance to Paragraph 3.

Effective December 9, 2019