

PREMIER TECHNICAL SUPPORT

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.

Premier Technical Support is an optional monthly plan available to current residential Optimum Subscribers which includes (a) technical support services for devices within your immediate household that can connect to your wireless network ("**Support Services**"), and (b) access to Asurion Support Application mobile ("**Support App**"). The Support Services and Support App may be referred to, collectively, as "**PTS**," the "**Services**" or the "**PTS Plan**."

Optimum is pleased to provide Premier Technical Support ("**PTS**") to Subscribers in accordance with this Terms of Service ("**TOS**"), which incorporate and include the [General Terms and Conditions of Service](http://www.optimum.com/terms-of-service/residential) at www.optimum.com/terms-of-service/residential, [Additional Terms of Service for Optimum TV](http://www.optimum.com/terms-of-service/residential/television) at www.optimum.com/terms-of-service/residential/television, [Additional Terms of Service for Optimum Internet](http://www.optimum.com/terms-of-service/residential/internet) at www.optimum.com/terms-of-service/residential/internet and [Optimum Phone Terms of Service](http://www.optimum.com/terms-of-service/residential/phone) at www.optimum.com/terms-of-service/residential/phone, the [Customer Privacy Notice](http://www.optimum.com/terms-of-service/privacy/Customer-Privacy/optimum-customer-privacy-policy) at www.optimum.com/terms-of-service/privacy/Customer-Privacy/optimum-customer-privacy-policy, as applicable, and as such may be updated from time to time (collectively, the "**Terms of Service**"). In the event of any conflict between this TOS below and the Terms of Service, the Optimum Terms of Service shall control.

Subscriber's use of PTS 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 PTS and notify the Customer Service Department to terminate the account. This is a legally binding document.

1. DEFINITIONS:

In the TOS: (a) "Optimum", "We," "Us" and "Our" means CSC Holdings, LLC and its 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 PTS, as well as any person or entity represented by that individual.

2. SUPPORTED DEVICES:

The Premier Technical Support Services (the "**Services**") are available for all the devices that can connect to your wireless network ("**Supported Devices**").

3. SCOPE OF THE SERVICES:

The Services only include (a) technical support for the Supported Devices and the operating systems 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 at www.asurion.com/asurion-app-eula/ and privacy policy available at www.asurion.com/privacy-notice/. The Asurion privacy policy is separate and apart from the Optimum Customer Privacy Notice in paragraph 10 below.

5. FEES AND CANCELLATION POLICY:

A. **Fees:** PTS Subscribers 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 Subscriber remains in the plan.

6. COMMERCIALLY REASONABLE EFFORTS:

We will use commercially reasonable efforts to provide you with PTS. 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.

7. 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.

8. REMOTE ACCESS:

To receive PTS, 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 PTS.

9. 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.

10. PRIVACY PRACTICES & PASSWORDS:

The Customer Privacy Notice available at asur.me/optimumprivacypolicy explain our policies with respect to the collection, use and disclosure of information related to or derived from Subscribers' use of PTS. Please read the privacy notice carefully and completely. It is incorporated by reference into these TOS, and by using PTS, You consent to the collection, use and disclosure of your information as set forth in the notice. 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 PTS, You should immediately change or reset those passwords.

11. COSTS AND DATA USAGE CHARGES:

In some circumstances, you may need to purchase additional equipment or software to receive the full benefit of PTS, and you may incur data usage charges when using PTS. 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.

12. TERMINATION BY OPTIMUM:

Optimum 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 Optimum or Third Party Provider terms of service and agreements incorporated herein by reference, in all cases as determined in Optimum'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.

13. 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 Optimum'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:

- A. Subscriber or any user of Subscriber's account or services fails to abide by Optimum's rules and regulations or to pay the charges billed;
- B. 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;
- C. 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 Service;
- D. Subscriber or any user of Subscriber's account or services harasses, threatens or otherwise abuses any Optimum employee or agent;
- E. Subscriber or any user of Subscriber's account or services refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum 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
- F. 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 Optimum.

14. EFFECT OF TERMINATION BY OPTIMUM:

Subscriber agrees that in the event of termination by Optimum, Optimum and all Third-Party Providers shall have no liability to Subscriber or any user of Subscriber's account or services. Failure of Optimum to remove Equipment, if applicable, shall not be deemed an abandonment thereof. Subscriber shall pay reasonable collection and/or attorney's fees to Optimum in the event that Optimum 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 Optimum, Optimum, 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 Services by Subscriber or any former user of Subscriber's account or services.

15. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:

- A. Subscriber expressly agrees that the use of PTS Service, as well as the purchase, download, or use of any thirdparty 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 noninfringement. Neither Optimum nor any third-party provider of services or products, makes any representations or warranties with respect to any service offered through PTS, and Optimum 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.
- B. Unless otherwise specifically provided in these Term and Conditions, Optimum and any of its third-party providers will not be liable to the Subscriber or to any third party for:
- 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 PTS 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 PTS Services, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission, or any failure of the PTS Services; and
 - 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 PTS 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 Optimum, its officers, employees, agents, contractors, third party providers, or representatives which, but for this provision, would give rise to a cause of action against Optimum in contract, tort or any other legal doctrine.

16. ARBITRATION:

The arbitration provision applicable to Optimum Subscribers may be found in Section 24 of the General Terms and Conditions of Service at www.optimum.com/terms-of-service/residential and is hereby incorporated by reference.

17. INTELLECTUAL PROPERTY RIGHTS:

You agree that all copyrights, patents, trademarks, trade secrets and other intellectual property or proprietary rights associated with PTS are the exclusive property of Optimum 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 PTS, including ways to improve PTS 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 Optimum 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.

18. 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 Optimum, without restriction. Any attempted transfer or assignment in violation of this provision is null and void.

19. 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.

20. CHOICE OF LAW:

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

21. ENTIRE AGREEMENT:

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

22. AMENDMENT:

Optimum may, in its sole discretion, change, modify, add or remove portions of these TOS at any time. Optimum may notify Subscriber of any such changes to these TOS by posting notice of such changes on the Optimum 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 PTS Services and notify Optimum that Subscriber is terminating the Services.