

Terms and Conditions

The parties acknowledge and agree to be bound by the Terms and Conditions and any applicable Addenda attached hereto and/or as set forth at alticebusiness.com. Cablevision Lightpath, Inc. ("Lightpath" or "Altice Business"), with offices at One Court Square West, Long Island City, New York 11120, executes this Service Agreement on its behalf and on behalf of its subsidiaries, Cablevision Lightpath CT LLC, for Services purchased in CT and Cablevision Lightpath NJ LLC, for Services purchased in NJ. Customers purchasing Hosted Voice Service will be bound by the Hosted Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges including [Universal Service Fund](#) for point-to-point Services.

Optimum Business Services are provided by CSC Holdings, LLC and its affiliates and are subject to the General Terms of Service and the specific product Terms of Service set forth at optimum.net/terms and the Optimum Business Services section of the Terms and Conditions attached hereto. Optimum Business Services are available only in the franchise areas of CSC Holdings, LLC and its affiliates. Customer will not show or display video premium programming (e.g., pay-per-view, HBO, Showtime, etc.) in any of its general public areas such as coffee shops, lobbies, bars, meeting rooms or lounges.

Agreed by:

Customer

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Cablevision Lightpath, Inc.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Agreement Terms and Conditions

Altice Business Service: All services (“Service(s)”) ordered by Customer from Altice Business shall be subject to Altice Business’s acceptance of this Service Agreement and any applicable Addenda (“Agreement”) listing the Service and fees associated with the requested Service. Product information may be viewed at alticebusiness.com. Service is subject to availability, credit approval, and the following terms and conditions, including those documents identified below and incorporated by reference.

- Term:** The initial service term (“Initial Service Term”) shall be the period of time listed in this Agreement. Upon expiration of the Initial Service Term, the term of this Agreement shall continue on a month-to-month basis unless thirty (30) days prior written notice of termination is sent by one party to the other party. Altice Business may modify rates on thirty (30) days notice during the month-to-month term.
- Commencement of Billing / Start of Service Date:** Billing and the Initial Service Term begin on the day Service becomes available for use (“Start of Service Date”). Service is considered to be available for use when connectivity is established to the Altice Business demarcation point and tested in accordance with the applicable technical specification for the Service.
- Termination of Service/Circuit:** Termination of individual circuits or Services and all associated billing provided for under this Agreement shall be effective thirty (30) days after written notification of termination is received by Altice Business. In the event of early termination (i.e. termination of a circuit/Service prior to the expiration of a fixed term for such Service), Customer shall be liable for early termination fees in accordance with the terms of this Agreement.
- Payment Terms:** Customer will be responsible for the rates listed in this Agreement and all applicable local, state and federal taxes, charges, assessments and other applicable charges including Universal Service Fund* (USF). Payment for Services is due within thirty (30) days of the invoice date. Customer shall be subject to a finance charge of 1.5% per month on balances over sixty (60) days past due. Invoices may be viewed and managed via the customer portal at alticebusiness.com.
*Subject to the FCC mixed use, 10% Rule (47 CFR 36.154, 4 FCC Red 1352). Absent a USF certification exempt form signed by Customer indicating that Intrastate Pt to Pt Transport Services carry 10% or less interstate traffic, Altice Business shall assess USF charges in accordance with FCC rules. USF Certification Form, provided hereto, can also be obtained by contacting [Lightpath Support](mailto:Lightpath_Support) or 1-866-611-3434. Customer will be responsible for informing Altice Business of any changes to the traffic usage on all Intrastate Pt to Pt Transport Services and will inform Altice Business of any such changes by promptly submitting an updated Certification form.
- New Build:** A “New Build” is a site to which Service originates or terminates and to which Altice Business must build or construct new facilities or equipment in order to provide Service. New Build installation shall be subject to, including but not limited to, completion of site survey, municipal permits and right-of-way pole licensing, landlord consent, facility/property access, and conditions outside of Altice Business’s control.
- Early Termination / Cancellation – New Build:** If Customer terminates any Service after the Installation of the Service, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial One Year Service Term however Customer will not be responsible for any early Term fee’s if terminated after June 30th. After the initial One Year Term, Service will continue on a Mth to Mth basis.
- Early Termination / Cancellation – Non-New Build (“LIT”):** If Customer terminates any Service after the Installation of the Service, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial One Year Service Term however Customer will not be responsible for any early Term fee’s after June 30th. After the initial One Year Term, Service will continue on a Mth to Mth basis.
- Customer Not Ready / Service Delivery Delay:** In the event Customer is not ready (“CNR”) for Altice Business to deliver Service and/or complete installation to the Altice Business demarcation point on the projected installation date, Customer must reschedule and accept delivery of Service within ten (10) business days from the projected installation date. If Customer does not allow Altice Business to complete installation within ten (10) business days from such projected installation date, Altice Business will invoice Customer a CNR fee equivalent to the monthly recurring charges for the Service under this Agreement.
- Type II Service:** Service provided by a third party (“Type II”) is priced on an individual case basis. Type II Service will terminate at the minimum point of entry (“MPOE”) demarcation at a serving facility/location. Any required extension of the MPOE demarcation is subject to time and material charges determined on an individual case basis by Altice Business. Customer will be responsible for any additional fees imposed by the Type II Service provider for delivery of Type II Service including, but not limited to, cross connect fees and building access fees.
- Optimum Business Services:** Optimum Business Services including, but not limited to, Boost/Ultra, Optimum Online, Voice, Video/TV and Optimum Business Hosted Voice (“Optimum Business Services”) are provided to Customer on behalf of CSC Holdings, LLC and subject to the terms set forth at optimum.net/terms and under this Section. Optimum Business Services are available only in the franchise areas of CSC Holdings, LLC and its affiliates. In the event of a conflict between the terms of this Agreement and the Optimum Business Services terms, the Optimum Business Services terms shall control except in the event of early termination, the early termination fees as set forth above shall control.
- Altice Business SecureNet Service / Altice Business SecureNet Plus Service:** Altice Business SecureNet Service/Altice

Business SecureNet Plus Service purchased pursuant to this Agreement is a turnkey managed Service solution that bundles Altice Business Internet Service (over fiber) with Managed DDoS Protection Service. Altice Business SecureNet Service also provides an option to add Managed Security Gateway Service. Altice Business SecureNet Plus Service includes Managed Security Gateway Service along with the advanced Unified Thread Management (UTM) feature. Altice Business SecureNet Service/Altice Business SecureNet Plus Service is subject to the terms and conditions of this Agreement, including those for Managed DDoS Protection Service and, as applicable, Managed Security Gateway Service as set forth below.

12. **Audio and Web Conference Service:** Audio and Web Conference Service purchased pursuant to this Agreement is subject to Altice Business Audio and Web Conference Service Attachment Additional Terms and Conditions attached hereto, as applicable.
13. **Business Premier Technical Support Service (BPTS) / Business Premier Protection & Support Service (BPPS):** BPTS/BPPS purchased pursuant to this Agreement is subject to Altice Business BPTS/BPPS Service Attachment Additional Terms and Conditions attached hereto, as applicable.
14. **Contact Center Service:** Call recordings under Contact Center Service purchased pursuant to this Agreement will be stored and automatically deleted after thirty (30) days unless otherwise contracted for. Customer understands that recording a call without the consent of all participants on that call may be illegal in some States. Customer is solely responsible for ensuring compliance with all applicable laws regarding the Service and shall indemnify Altice Business for any third party claims with respect to use of the call recording feature.
15. **Managed DDoS Protection Service:** Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.
16. **Managed Security Gateway Service:** Managed Security Gateway Service purchased pursuant to this Agreement is subject to Altice Business Managed Security Gateway Service Attachment Additional Terms and Conditions attached hereto, as applicable.
17. **Managed WiFi Service:** Managed WiFi Service purchased pursuant to this Agreement is subject to Altice Business Managed WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
18. **SMART WiFi Service:** SMART WiFi Service purchased pursuant to this Agreement is subject to Altice Business SMART WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
19. **Student WiFi and Altice Advantage Service:** Service purchased pursuant to this Agreement is subject to Altice Business Student WiFi and Altice Advantage Attachment Additional Terms and Conditions attached hereto, as applicable.
20. **Internet Burstable Feature:** Billing for Internet Service Burstable Feature option purchased pursuant to this Agreement is assessed using the 95/5% calculation rule.
21. **Service Level Agreement:** The [Service Level Agreement](#) (“SLA”) at [alticebusiness.com/terms](#) sets forth Customer’s sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA. For customers purchasing Low Latency OTS product or Private Fiber Service, please see Exhibit A for the applicable SLA.
22. **Acceptable Use Policy:** Use of Internet Service must comply with the most current version of Altice Business’s [Acceptable Use Policy](#) at [alticebusiness.com/terms](#). Altice Business reserves the right to suspend Service or terminate this Agreement for a violation of the Acceptable Use Policy.
23. **Privacy Practices:** Altice Business’s [Privacy Policy](#) at [alticebusiness.com/terms](#) along with Security Procedures sets forth Altice Business’s commitment to respecting and protecting the privacy of its customers.
24. **Additional Terms and Conditions:** Services purchased pursuant to this Agreement including, but not limited to, Internet Service, IP Trunking, Remote E-Link, and any other service not currently offered by Altice Business under the state tariffs filed by Altice Business (or its affiliates) and/or Altice Business’s Regulations and Schedule of Charges are subject to [Additional Terms and Conditions for Non-Tariff Services](#) at [alticebusiness.com/terms](#).
All other Services purchased pursuant to this Agreement including, but not limited to, voice service(s) are subject to the state tariffs filed by Altice Business (or its affiliates) and/or Altice Business’s Regulations and Schedule of Charges as set forth at [alticebusiness.com/terms](#).
25. **Use of Service:** Altice Business’s Voice Services are intended for the standard business customer and may not be resold, used for illegal purpose, for completion of excessive auto-dialed or short duration calls with predictive dialers, text broadcast, or for any use that could harm or interfere with the ability of Altice Business or others to use Altice Business’s Network (“Prohibited Use”). Altice Business shall have the right to immediately suspend and/or terminate any or all Services provided hereunder without notice to Customer in the event of any Prohibited Use. Customer will be responsible for all charges incurred as a result of fraud, including toll fraud, abuse or unauthorized use of Service. Customers with unlimited usage plans may be subject to usage charges for use deemed excessive or atypical outside of standard business customer usage, as determined by Altice Business.
26. **Service Limitations:** Customer acknowledges and agrees that (a) criminals, terrorists, or others may commit or attempt to

commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented; (b) information technology developments, configuration or implementation changes, software modifications (including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures; and (c) information technology “hackers” and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools which result in ever-growing security risks and potential for causing damage to persons and property. Altice Business does not make any representation or warranty that Customer’s or any third party’s information technology, software, information, equipment, facilities, or personnel are, or will be, secure or safe from harm or secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding and that Customer has a responsibility to actively monitor the functions of its systems and to back up its data regularly. Altice Business does not provide or represent or warrant that Services or products Altice Business provides will ensure Customer’s compliance with any particular law including, but not limited to, any law relating to security or privacy. Customer is solely responsible for complying with the legal obligations of all data protection legislation, in particular with the legality of transmission of data to Altice Business and the legal requirements for processing of data.

27. **Confidentiality:** “Confidential Information” consists of all information disclosed, whether written or oral, by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with this Agreement which is non-public and which is either marked or otherwise communicated as being “proprietary” or “confidential” or where such information is, by its nature, confidential. Confidential Information includes but is not limited to the Disclosing Party’s customers or prospective customers, business plans, pricing, optimization recommendations and network designs. Information that is independently developed by the Receiving Party, is lawfully received by the Receiving Party free of any obligation to keep it confidential, or becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information. Confidential Information is the property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon request provided that either party may retain Confidential Information to the extent required by applicable rule, regulation or law.

The Receiving Party shall: (a) use such Confidential Information only for the purposes of performing this Agreement and using Services; (b) reproduce such Confidential Information only to the extent necessary for such purposes; (c) restrict disclosure of such Confidential Information to employees, agents and subcontractors that have a need to know for such purposes; (d) advise those employees, agents and subcontractors of the obligations of confidentiality under this Agreement; (e) not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

28. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, email PDF or facsimile shall be considered authentic and legally binding to the same extent as an original.
29. **Entire Agreement:** The terms and conditions listed above and those documents identified above constitute the entire agreement between the parties concerning Service and supersede all other representations, understandings or agreements which are not fully expressed herein, whether oral or written. This Agreement is binding as of the date it has been fully executed by all parties. No amendment to this Agreement shall be valid unless in writing and signed by all parties.

Additional Terms and Conditions
Altice Student WiFi Service Attachment & Altice Advantage for Education Service

Student WiFi Service including Altice Advantage for Education Service collectively “Student Internet or Service” is provided under the Terms of this Agreement in conjunction with this Attachment. The provisions below set forth the responsibilities to install, maintain and support Student remote learning over the Internet.

1. **Service Description for both Student WiFi and Altice Advantage for Education:** Altice Student Internet offers Customer the ability to provide their students via Student WiFi Service with WiFi Internet to access their school’s Internet site over the Optimum WiFi Network hotspots in the Altice NY Metro area. Altice Advantage offers Schools the ability to provide their students with Internet over a direct cable modem connection. This access gives students the ability to connect directly, via the Optimum Network, to their school’s website to access resources such as homework, school assignments, scheduling, curriculum, etc. outside of the school and outside standard school hours.

Students will be provided a device (e.g. Chrome Book) directly from the school and Altice will provide and activate the MAC address for such device over the Optimum WiFi Network or a direct cable modem connection allowing students to access the school’s Internet site remotely via school-provided VPN client to connect back to the school via a secure access to the school website.

Customer/School is responsible for inserting and enabling all filters in order to deny and prohibit students from accessing the Public WiFi directly and manage all allowable access through the school’s infrastructure. Customer is solely responsible to update and maintain such Internet filters and will hold Altice harmless.

2. **System Design and Implementation Overview:** Student WiFi is designed, configured and installed on student devices (e.g. Chrome Book) via Altice MAC addresses provided to and for student devices and utilizing Customer’s dedicated Altice Internet circuit to access the school’s website via VPN. Altice will conduct the following activities during the course of design and the provisioning of Student WiFi. Altice Advantage will be provided via a direct connect installation at the specific household of the Student. Both products will support remote learning for the students and schools.

2-1) Qualifying the Eligible Population for the Altice Advantage Service: Schools will be responsible for identifying households deemed eligible. Once that information is shared with Altice, Altice will conduct a serviceability check for each address. As the primary goal is to ensure connectivity for those that currently lack service, it is understood that efforts should be taken by the Schools to ensure that subsidized Internet service is not provided to existing Internet customers to the best of their ability. If Altice discovers that an eligible address is a current Optimum Online Internet customer, Altice will bring this to the attention of the school to ensure compliance with the intention of the program.

- a. **Customer Responsibility:**
- i. Complete Student WiFi requirements form provided by Altice.
 - ii. Test Student WiFi once notified that the MAC addresses have been activated.
 - iii. Provide updates including activations and deactivations to Customer Care via a template or portal on a weekly basis to ensure all information is current.
 - iv. Collect information to supply a MAC address for each device assigned to each student and confirm with Customer Care.
 - v. Apply all filtering to devices to ensure device is secure.
 - vi. Provide all technical support to students/end users.
- b. **Altice Responsibility:**
- i. Install and provide Student WiFi via the Optimum WiFi Network for each supported device via a MAC address.
 - ii. Notify Customer once all MAC addresses are activated and tested. Billing will commence upon activation.
 - iii. Activate/deactivate new MAC addresses provided by the Customer on a weekly basis.
 - iv. Provide second level support to Customer’s IT Department. Altice will not provide student/end user support. Customer is responsible for student support.
 - v. Install and maintain Internet circuit at the designated location that will serve as the main site.
- c. **Exclusions:**
- i. End user support - Students are required to contact Customer’s IT Department for support.
 - ii. VPN connectivity - Students are required to contact Customer’s IT department for support.
 - iii. Web content filtering - Students are required to contact Customer’s IT department for support.

3. **Optimum WiFi Network for Student WiFi :**

- a. Optimum WiFi Network is not ubiquitous and students must be near an Optimum WiFi Hot Spot in order to access Student WiFi.

- b. Upon activation of a MAC address, students will select the Optimum WiFi SSID to obtain access the Optimum WiFi Network. Student is not required to be an Optimum WiFi subscriber.
- c. Student will access the Optimum WiFi Network and access the school-provided VPN client to connect back to the school via a secure access to the school’s website. Content filtering is solely the responsibility of the school.

4. Ongoing Support for Student WiFi:

- a. MAC Addresses: Customer must provide updated lists via the portal or Customer Care. Customer Care will activate and deactivate MAC addresses on a weekly basis.
- b. Reporting: Reports may be requested by Customer and provided by Altice via email to view the latest list of MAC addresses associated with that Customer account.
- c. 24 x 7 Support: Customer will have the ability to open tickets 24 x 7 with Altice ’s Network Management Center by calling 866-611-3434 or via Customer web portal.
- d. Exclusions: Customer is responsible for all end user support and end user devices. Altice will not provide helpdesk access to support end user devices. “

4a) Ongoing Support for Altice Advantage

a. Setting up Service

Altice will provide an assigned account representative that will serve as the central point of contact for setting up the arrangement. Altice will contact the eligible households to schedule the installation of the modem. Altice will advise Public Schools if any identified household is being unresponsive after multiple attempts have been made.

b. Training and Customer Support for Service

Upon service installation in the household, field technicians will provide an overview of the Service and ensure it is working properly prior to completion. We recognize that families will have questions and need support post install. It is our understanding is that the Schools will have personnel designated as “Family Navigators” to support remote learning during the school day. Altice will provide materials customized for School households that will serve as reference for school personnel to troubleshoot common problems. We envision this support will look similar to information currently found here <https://www.optimum.net/pages/covid-19.html> Altice will provide a one-time virtual training at the start of the school year to the designated school personnel to go over materials and address any questions. As the program rolls-out, Altice is also committed to working with the Schools to provide additional materials if other common problems are identified. All households will also have access to Optimum Customer Care support in the same manner as regular Optimum residential customers.

5. Additional Terms of Use for Student Internet : Student Internet is provided to Student and School over both the Optimum Network and WiFi Network in accordance with these Additional Optimum WiFi Terms of Use (“Terms of Use”), which incorporates and includes the Acceptable Use Policy for Internet Service under the Terms and Conditions of this Agreement and in addition Terms for Altice Advantage at optimum.net/terms

- a. Access to and Use of Student WiFi: Student and Customer understand that Student WiFi is a feature of Altice's Optimum Online Service and that Student and Customer are provided with access to the Optimum WiFi Network only and not the Optimum Online Service. Altice Advantage is offered separately as the Optimum Online Internet Service

Student and Customer are permitted to use Services only for lawful purposes. Student and Customer acknowledge and agree that Student and Customer will be responsible for all activities during any session using the Services i under the registration information. Student and Customer may not provide any third party with your information for the purpose of accessing the Service. Student and Customer may use the Service solely for your own lawful personal purposes. Student and Customer may not in any way distribute, resell, share or otherwise provide third parties with access to or use of Student WiFi.

- b. Collection and Use of Information: In order to access Student WiFi, Student and Customer must use an authorized WiFi device that has been pre-registered with Altice and be in close proximity to an Optimum WiFi Hot Spot. Altice may also automatically collect certain information, such as MAC address and device type, in order to authenticate your device to provide Student and Customer services and improve your service experience. Student and Customer agree that in addition to using your information to facilitate your temporary access to and use of Student WiFi and bill Student and Customer if required, Altice may use your information for other business purposes, which may include but not be limited to, protecting the security of users and Student

WiFi, detecting and preventing fraud, and marketing and promoting our services or third party services to you.

While using Student WiFi, Altice will also collect information regarding your access to and usage of Student WiFi. Altice may use this information for business purposes including, but not limited to, improving and enhancing Student WiFi and gauging the effectiveness of Student WiFi. By accessing Student WiFi on a temporary basis, Student and Customer are not becoming an Optimum subscriber and your use of Student WiFi is governed by these Terms of Use.

Student and Customer acknowledge and agree that Altice may also disclose your information if Altice is required to do so by law or if Altice has a good faith belief that such disclosure is reasonably necessary (a) to comply with applicable law, a subpoena, or other legal process; (b) to investigate violations of these Terms of Use; (c) to respond to claims that your use of Student WiFi violates the rights of third parties; (d) to respond to your requests for customer service; and (e) to protect the rights, property, or personal safety of the public, Altice, its agents, its users, or Student WiFi.

- c. Performance of Student WiFi: In order to use Student WiFi, Student must have a WiFi-capable device that (a) meets U.S. and other applicable technical standards; (b) is compatible with Student WiFi; (c) renders web pages in a standard HTML browser application; (d) runs the IP protocol; and (e) is configured to obtain web addresses automatically. The WiFi device must be in close enough proximity to Student WiFi wireless access points to achieve connectivity with the Student WiFi network. Student WiFi access location lists/maps may be updated from time-to-time. Actual Student WiFi coverage, locations and quality may vary.

Student and Customer agree that Altice will use its best efforts to provide useful and reliable Student WiFi, but acknowledge that Student WiFi utilizes public, unlicensed radio-frequency spectrum. As such, Student WiFi is subject to external interferences, environmental influences, and other factors and variables beyond our reasonable control. Performance and availability may vary including, but not limited to or affected by, (a) transmission and download speed and accuracy; (b) network congestion; (c) performance, configuration, and functionality of your WiFi devices and wireless cards (including, but not limited to, memory, storage and other limitations; (d) physical obstructions and distances between your WiFi device and the Optimum WiFi Network; (e) availability of electric power; (f) collocation failures; (g) transmission and equipment limitations, failures, maintenance or repair; and (h) user error. Student WiFi may also be interrupted, refused, limited or curtailed for these reasons. Altice is not responsible for data lost or misdirected due to these and other foreseeable and unforeseeable factors. Network speed is an estimate and is no indication of the speed at which your WiFi device or Student WiFi will operate. Actual network speed and other performance will vary.

- d. Monitoring Use and Automated Processing of Communications: In order to maintain acceptable levels of service for all Student WiFi users and to improve this service, Altice reserves the right to monitor use of Student WiFi and to make such adjustments to the use of such services as necessary to maximize the benefit and enjoyment for all Student WiFi users. By using Student WiFi, Student and Customer acknowledge and consent to Altice's automated processing of your communications through the Optimum WiFi Network, including information such as your IP or MAC address, HTTP requests and other information related to the provision of Student WiFi.
- e. Service Subject to Interception and Unauthorized Use: Student and Customer acknowledge that communications over the Optimum WiFi Network may be subject to interception by unauthorized third parties. Although Altice uses commercially reasonable efforts to provide Student and Customer with a secure and reliable service, use of Student WiFi is AS IS and AS AVAILABLE and does not make any general or specific warranties regarding the security, availability, performance or other functionality of Student WiFi. Student and Customer are responsible for implementing security protections while using Student WiFi. In the event Student and Customer become aware of any unauthorized use of Student WiFi or any other security breach, Student and Customer agree to immediately notify us. Altice expressly disclaims any responsibility or liability for your use of Student WiFi and for any lack of security that may result from the use of Student WiFi. Student and Customer agree to hold Altice harmless for the loss of any file, data or other information while using Student WiFi, and for any unauthorized access to or utilization by any third party of any of your personal, financial, or other sensitive information.

Student and Customer understand and agree that the Optimum WiFi "watermark" bearing its logo may appear superimposed from time to time over portions of website pages Student and Customer visit, that the watermark is intended solely to identify Optimum WiFi as the source of your wireless Internet access service, and that this in no way indicates Altice's approval of or responsibility for the content of such websites, which are solely the responsibility of the website operators and/or content providers.

Student and Customer further agree that Student and Customer will not seek to hold Altice responsible in any way for any third party website content or the operation of any third party website accessed via Student WiFi, or for the appearance of the Optimum WiFi "watermark" over a portion of any website.

- f. Termination: Any conduct that violates these Terms of Use, or any additional posted policies or requirements, in any way may result in the termination of your access to Student WiFi, in Altice's sole discretion, in addition to any other legal remedies.

- g. Disclaimer of Warranties and Limitation of Liability: Altice expressly disclaims all warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Neither Altice, nor any of its parents, partners, affiliates, subsidiaries, members, directors, officers, employees, agents, and operational or promotional providers, are liable or shall have responsibility of any kind to any user for any loss or damage that a user incurs in the event of (a) any failure or interruption of Service over the Optimum Network; or (b) any other cause relating to user's access or use, or inability to access or use, the Service, whether or not the circumstances giving rise to such cause may have been within the control of Altice or any vendor providing software, services or support. Unless applicable law provides otherwise, in no event will Altice, its parents, partners, affiliates, subsidiaries, members, directors, officers, employees, agents, and operational or promotional providers be liable to any user for any direct, special, indirect, consequential, punitive, or incidental damages or any other loss or damages of any kind even if Altice, its affiliates or any other party has been advised of the possibility thereof.
- h. Indemnification: Student and Customer agree to indemnify and hold harmless Altice, its parents, partners, affiliates, subsidiaries, members, directors, officers, employees, agents, and operational or promotional providers, from and against all liabilities, claims, damages and expenses, including attorney's fees, arising out of your use of Student WiFi or Altice Advantage or your violation or alleged violation of these Terms of Use.