

# PROMOTIONAL AGREEMENT TERMS AND CONDITIONS FLORIDA AND LOUISIANA

## **A. Local Agreement Promotional Specific Terms and Conditions**

*Effective May 1, 2008.* This Promotional Agreement Terms and Conditions pertain to enrollment in programs including but not limited to, on a going forward basis: Simple Savings Promotion, Key Customer Promotion, Complete Choice® for Business Term Plan, Complete Choice for Business Advantage Promotion and Renewal Incentive Promotion (promotions may be defined collectively herein as Programs). This Promotional Agreement Terms and Conditions, including those terms incorporated by reference, (the "Agreement") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Florida or AT&T Louisiana ("AT&T"), and Subscriber under the terms and conditions set forth below and as provided herein.

1. Subscriber agrees to keep local services with AT&T under its General Subscriber Services Tariff ("G.S.S.T.") or Private Line Services Tariff for the minimum term length chosen in the chosen Subscriber Program Agreement. Subscriber agrees to pay the applicable AT&T prices, rates or charges set forth in the applicable tariff (or otherwise published prices, rates, or charges) subject to the discounts provided under the applicable Subscriber Program Agreement; prices, rates or charges may change over the term of the Subscriber Program Agreement.

2. In the event that a Subscriber terminates the Program prior to the expiration date of the Program Agreement, it will be deemed termination of the Program and the Subscriber agrees to pay the respective termination charges associated with the service to AT&T as provided in Section A of the Program Agreement based upon the number of months remaining on the term for the particular component. Due to the nature of the Service(s) provided under the Program Agreement, Subscriber agrees it is not possible to calculate loss or damage based upon termination, and Subscriber agrees that the Termination Liability amount in Section A, applicable to each Service multiplied by number of months remaining on the term is fair and reasonable. These charges will appear on the Subscriber's final bill or a subsequent bill as a charge in the OC&C sections. Payment of this charge does not release the Subscriber from other amounts owed to AT&T incurred prior to termination.

3. Unless Subscriber notifies AT&T in writing of its intent not to renew for another like term under the Program at least sixty (60) days prior to expiration, then upon expiration of the initial term, the Program Agreement shall automatically renew for another term as initially selected. AT&T will provide written and/or verbal reminders to Subscriber of the Program

Agreement expiration date and the automatic renewal provision beginning approximately 180 days prior to its expiration depending upon Subscriber's billing cycle. If Subscriber does not renew the Program Agreement for another term or at the expiration of the renewed term, Subscriber agrees to pay full month to month charges under the then effective BellSouth "Service Descriptions & Price Lists" or BellSouth's applicable tariffs, as the case may be, for Services.

4. The applied discounts for any given month will appear as a credit in the Rewards and Discounts section of the Subscriber's bill in a subsequent billing period, usually within one or two billing cycles.

5. In the event Subscriber changes service locations for business local service, Subscriber shall notify its AT&T Small Business Office to advise of the change in service location.

6. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its AT&T Business Office to continue the Program once the improperly switched account has been returned to AT&T. If Subscriber does not return the improperly switched service to the relevant AT&T company, the termination charge provisions of the Program Agreement shall apply.

7. Subscriber and AT&T acknowledge and agree that to the extent the services to which Subscriber subscribes under the Subscriber Program Agreement are deregulated or detariffed, all references to "AT&T's General Subscriber Services Tariff," "AT&T tariffs," "BellSouth tariffs," "AT&T's lawfully filed tariffs," or any other references to BellSouth or AT&T's tariffs on file with the appropriate regulatory authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff for services subscribed by Subscriber as such tariffs existed as of the effective date of deregulation or detariffing. Such term and conditions are incorporated by reference as if fully included herein.

8. Subscriber acknowledges that Subscriber has read and understands the Program Agreement and agrees to be bound by its terms. The Program Agreement and Service Agreement Guidelines constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations and prior agreements, oral and written, between the parties relating to the subject matter of the Agreement. Acceptance by AT&T is subject to AT&T credit checks and other approvals.

## **B. FastAccess Business DSL Term Agreement Terms and Conditions**

1. The service term ("Term") begins on the date of receipt of the modem, router or self-install kit (self-installation Customers) or after professional installation (professional installation is requested by Subscribers).

Depending upon the Subscriber's billing cycle, the Term may begin in the current month or the month following the billing cycle that AT&T completes the Subscriber's FastAccess Business DSL 6.0 order. After expiration of the term, the special pricing in this agreement shall terminate, and subscriber agrees to pay full monthly charges for FastAccess Business DSL 6.0 Service under AT&T's then effective pricing terms and conditions. Subscriber further agrees to pay all charges in connection with FastAccess Business DSL 6.0 in a timely manner and to comply with the terms and conditions agreed to in the AT&T Internet Service Agreement and Acceptable Use Policy (collectively "Other Service Terms"), which may be amended from time to time and which Customer will be required to accept at the time of installation prior to use of FastAccess Business DSL 6.0. To the extent the Other Terms are in conflict with the terms provided in this Agreement, this Agreement shall govern for the Term, and such Other Service Terms shall govern in all other aspects of Subscriber's use of FastAccess Business DSL 6.0.

2. Provision of FastAccess Business DSL 6.0 by AT&T is subject to AT&T credit requirements and other approvals. Following execution of this Agreement, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the Subscriber's creditworthiness has significantly decreased, AT&T in its sole discretion reserves the right to cancel the provision of FastAccess Business DSL 6.0 pursuant to this Agreement without liability or suspend FastAccess Business DSL 6.0 until accurate and appropriate credit approval requirements are established and accepted by Subscriber.

3. If Subscriber selects the electronic signature option, it agrees: an electronic Agreement shall for all legal purposes be considered a "writing;" any name or symbol of Subscriber affixed to or contained in the electronic Agreement shall be deemed to be the Subscriber's valid signature expressing its intent to be bound; any electronic Agreement shall be deemed to comply with any applicable state law governing electronic signatures, electronic writings and/or electronic records; any electronic Agreement printed from files or records (including electronic files) obtained in a normal course of business shall be deemed an original and the admissibility thereof shall not be contested under any applicable best evidence rule or otherwise. Subscriber is solely responsible for taking all proper security and other procedures necessary to ensure that all transmissions of the electronic Agreements are authorized and correct. AT&T is not responsible for any incorrect information contained in an electronic Agreement (including, without limitation, any failure to receive an electronic Agreement), and Subscriber is bound by any electronic Agreement received by AT&T.