

## **Complete Choice for Business Termination Liability Changes**

- 1) The following new Termination Liability waiver language will take effect for Complete Choice for Business package Term Plan subscribers effective on 9/01/2011, as written below.
  - A) A3.34.3.H: UNLESS THE SUBSCRIBER NOTIFIES BELLSOUTH OF ITS INTENT NOT TO RENEW FOR ANOTHER LIKE TERM UNDER THE PROGRAM PRIOR TO EXPIRATION, THEN UPON EXPIRATION OF THE INITIAL TERM, THE SUBSCRIBER TERM ELECTION AGREEMENT SHALL AUTOMATICALLY RENEW FOR ANOTHER TERM AS INITIALLY SELECTED. BELLSOUTH WILL PROVIDE WRITTEN AND/OR VERBAL REMINDERS TO THE SUBSCRIBER OF THE SUBSCRIBER TERM ELECTION AGREEMENT EXPIRATION DATE AND THE AUTOMATIC RENEWAL PROVISION BEGINNING APPROXIMATELY ONE HUNDRED EIGHTY (180) DAYS PRIOR TO ITS EXPIRATION DEPENDING UPON THE SUBSCRIBER'S BILLING CYCLE.
  - B) A3.45.3.D: Termination liability charges for Complete Choice for Business Term Plan elections will not be applicable if, during the term period, (1) the customer converts to another Company access and local usage plan with a term equal to or greater than the time remaining on the Complete Choice for Business Package term plan; or (2) the customer converts to an upgraded technology with the Company (i.e. network access lines to PBX Trunks, Centrex, ISDN Prime) and commits to a term equal to or greater than the time remaining on the Complete Choice for Business package term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause; or (3) the customer chooses to terminate their agreement and to negotiate a new Complete Choice for Business package agreement with a term period greater than the time remaining on the existing Complete Choice for Business agreement. The new service agreement will be based on the discounts in effect at the time of establishing the new agreement.