

**Response of Cincinnati Bell Any Distance Inc. to the Commission's Data Request 2 of Staff Member Patrick Steffensen in Docket Number TC12-162**

Question 1-1) Section 2 of the contract states, "After the expiration of the initial term, this Agreement and any Service listed in Exhibit A, shall automatically renew for successive periods of twelve (12) months each, unless either party terminates this Agreement by providing written notice of termination at least thirty (30) days prior to the expiration date of the then-current term."

South Dakota Codified Law 49-31-116 states:

Required notice to subscribers of automatic renewal dates in certain telecommunications contracts. Any telecommunications company having a contract with a subscriber for any retail telecommunications service that has a term of one year or more and that contains a provision requiring the subscriber to take any action to avoid automatic renewal of the contract for a renewal term greater than sixty days, shall give prior written notice to the subscriber of the action that the subscriber must take to avoid automatic renewal. The telecommunications company shall give notice to the subscriber not less than thirty and not more than sixty days before the date of the required action. The notice shall inform the subscriber in clear, plain and conspicuous language what action the subscriber must take to avoid renewal and the date by which the subscriber must take such action. If the company fails to give the notice required by this section, the automatic renewal provision may not be enforced against the subscriber, and the subscriber may terminate the contract at will following expiration of the original term without incurring any liability or penalty for early termination. The commission may promulgate rules pursuant to chapter 1-26 concerning the form, content, and means of delivery of the notice required by this section.

Does Cincinnati Bell Any Distance Inc. agree to comply with SDCL 49-31-116?

**Response: CBAD does agree to comply with South Dakota Codified Law 49-31-116 and as such has modified the contract submitted to the Commission by removing the language providing automatic renewal. Attached to this response is a revised customer contract without the automatic renewal language.**