

REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF

ACCESS SERVICE

PROVIDED BY

INSIGHT PHONE OF INDIANA, LLC
D/B/A INSIGHT PHONE

FOR CONNECTION TO COMMUNICATIONS FACILITIES
WITHIN THE STATE OF INDIANA

CONCURRENCE STATEMENT

In compliance with Cause No. 42100, Insight Phone of Indiana, LLC, d/b/a Insight Phone, hereby concurs and adopts by reference the terms and provisions of its interstate access tariff, Tariff F.C.C. No. 1, in addition to regulations and rates contained herein.

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2. MISCELLANEOUS SERVICE ARRANGEMENTS

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2.1 NON-EMERGENCY N11 DIALING SERVICE

The Company will provide translation of routing direction for direct dialed calls for N11 Non-Emergency services.

N11 Dialing Service is a three digit dialing arrangement available in specified areas for delivery of direct dialed local calls for general information, community information and referral services. N11 subscribers must comply with any FCC or State orders and rules pertaining to the provision of N11 service. The following N11 services may be available:

- 211 – Human Services Organizations (e.g., United Way, health-related services)
- 311 – Non-emergency city service calls
- 511 – Department of Transportation/traveler information

2.1.1 PROVISION OF SERVICE

- A. Service is available in areas in which Insight Phone provides local service, and as facilities permit.
- B. All requests for the designation of N11 abbreviated dialing must be approved by the Indiana Utility Regulatory Commission. The Commission will designate N11 numbers based upon requirements and/or standards established by the FCC.
- C. Calls initiated in the local calling area of the subscriber to N11 numbers will be translated and routed to the subscriber's main telephone number.
- D. If a merger of local calling areas occurs, and a N11 exists in both areas, the N11 subscriber who established the service first in time will be entitled to retain the N11 number in the new, merged, local calling area.
- E. Service may not be transferred or sold to an unaffiliated entity.

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2. MISCELLANEOUS SERVICE ARRANGEMENTS

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2.1.2 SERVICE REQUIREMENTS AND CONDITIONS

- A. Access to N11 is only available through direct dialed calls. It is not available through: 1+, Operator Assisted, Credit Card, Third Party billing, Collect Calls, Inmate Service or 101XXXX..
- B. If a subscriber fails to establish service, or decides to discontinue service, the N11 number will be recalled and the number will be considered available for reassignment. If the network has been provisioned, nonrecurring charges will not be refunded or waived.
- C. Only one 7 or 10 digit toll free number may be used as the lead number per basic local calling area. All central offices within a local calling area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number.
- D. The subscriber is responsible for obtaining all necessary permission licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service and from all holders of copyrights, trademarks and patents used in connection with said service.
- E. The subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all liability, suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection with, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.

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2. MISCELLANEOUS SERVICE ARRANGEMENTS

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2.1.2 SERVICE REQUIREMENTS AND CONDITIONS (CONT'D)

- F. The subscriber shall comply with all applicable laws, rules, regulations and ordinances of any local, state, federal or regulatory agency having jurisdiction over its services and its request and designation for N11 service. Subscriber shall indemnify, protect, defend and hold the Company harmless from and against any and all costs, expenses or liability resulting from any violation or failure to comply with the foregoing.
- G. The Company may take all legal and practical steps to disassociate itself from N11 subscribers providing services whose business and/or public conduct is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- H. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities. The company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities.

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2. MISCELLANEOUS SERVICE ARRANGEMENTS

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2.1.3. RATES AND CHARGES

A. Service Establishment Charge

The Service Establishment Charge is a non-recurring charge that applies to each entity subscribing to N11 Service. A Service Establishment Charge will apply per 211 code translated.

B. Translation Fee

The Translation Fee is a non-recurring charge that applies per Rate Center for all rate centers included in the subscriber's calling area.

C. Rates

	<u>Non-Recurring Charge</u>
Service Establishment Charge	\$185.00
Translation Fee	120.00

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