

**Schedule No. A-3**

**APPROVED**

**N11 SERVICES**

**A. General**

N11 Service is a three-digit local dialing arrangement in the Central Office that automatically transfers "N11" calls to another pre-programmed telephone number (point-to number) determined by the N11 Subscriber. The arrangement allows for the delivery of information services via voice grade facilities.

**B. Definitions**

1. The Federal Communications Commission (FCC) has nationally assigned the following codes to be used for specific information services.

<u>N11 Code</u>	<u>Assigned for</u>
211	Community information and referral services.
311	Non-emergency police and other governmental information.
511	Traffic and transportation information.
711	Telecommunications Relay Service (TRS).
811	State One Call Services for providing advance notice of excavation activities to underground facility operators.
911	Emergency Services

2. The telephone industry has designated the following codes to be used for specific information services.

<u>N11 Code</u>	<u>Assigned for</u>
411	Directory Assistance
611	Local telephone company repair and business office

3. The N11 codes 011 and 111 are not assigned since "0" and "1" are used for switching and routing purposes.

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N11 SERVICES (Cont'd)

C. Conditions and Limitations

1. Requests for utilization of the N11 dialing code must be submitted to the state regulatory authority, consistent with applicable state law for the assignment of the N11 code. Any disputes regarding geographic coverage by two or more N11 subscribers will be referred to the CA P.U.C.
2. N11 service is provided subject to the availability of the N11 code and where facilities permit.
3. The N11 Subscriber will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to N11 without impairing the Company's general telephone service or telephone plant.
4. The Company will provide both oral and written notification when a N11 Subscriber's service unreasonably interferes with or impairs other services rendered to the public by the Company or by other Subscribers of N11. The Company reserves the right once notification is made to institute protective measures up to and including termination at any time and without further notice. The Company may take protective measures when the N11 Subscriber make no modification or is unwilling to accept modification in method of operation, or continues to cause service impairments.
5. Calls to N11 will be delivered over existing facilities. If the N11 Subscriber requires different facilities or services; the terms, conditions, and rates for those services found elsewhere in this tariff will apply.
6. Suspension of N11 Service is not allowed.
7. Only one 7 digit or 10 digit local number, or one 10 digit toll-free number may be used as the point-to number.
8. Access to N11 is not available to the following classes of service:
  - 1+
  - 0+, 0-(credit card, third-party billing, collect calls)
  - 101XXXX

In addition, operator assisted calls to the N11 Subscriber will not be completed.

9. Directory listings may be provided for N11 under the terms, conditions, and rates specified in Schedule A-6 of this Tariff.

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N11 SERVICES (Cont'd)

C. **Conditions and Limitations**(Cont'd)

10. N11 Service does not provide calling number information in real time to the N11 Subscriber. If the N11 Subscriber needs this type of information, the Subscriber must subscribe to a compatible Caller Identification Service as specified elsewhere.
11. The Company will provision the Subscriber's order within a reasonable time, given the complexity of the order. The N11 Subscriber will be billed the charges when the Company provisions the service.

If the N11 Subscriber fails to establish service or decides to discontinue service, the N11 code will be recalled and the number will be considered available for reassignment. If the network has been provisioned, all non-recurring charges associated with the establishment of service will not be refunded or waived.

12. If the point-to number provided by the N11 Subscriber is disconnected, N11 calls may be routed to a pre-recorded announcement for a maximum of 60 days. The announcement will advise the N11 caller that either the service is not available or refer the caller to another telephone number. The N11 Subscriber will assume financial responsibility for all costs involved and charges under the Company tariff required to connect calls to a pre-recorded announcement. Pre-recorded announcements are subject to the availability of such facilities and requirements of the local exchange network.
13. The Company only provides N11 dialing to its own customers. The N11 Subscriber should work separately with other providers of telecommunication services for the arrangement of N11 to their customers.
14. The N11 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 performances are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
15. The N11 Subscriber is restricted from selling or transferring the N11 code to an unaffiliated entity, either directly or indirectly.

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N11 SERVICES (Cont'd)

C. **Conditions and Limitations** (Cont'd)

16. The N11 Subscriber shall abide by all terms and conditions, which may be identified by the FCC in CC Docket 92-105 or subsequent dockets regarding the use and return of the N11 dialing code. The N11 Subscriber will be required to migrate to any access arrangement offered in the Company's tariff within the required notice period. If a recall is ordered, the company will work with the N11 Subscriber affected by such recall to transfer their service arrangements within the required notice period. The N11 Subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
17. The N11 Subscriber, will be liable for, and will indemnify, protect, defend and save harmless the Company against all 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 therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, or any patent, trademark, copyright, or resulting from any claim of liable and slander.
18. The Company is not responsible for any and all complaints lodged with any regulatory authority against any service provided via N11.
19. The Company may take all legal and practical steps to disassociate itself from N11 Subscribers whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
20. The Company will not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties in Company facilities and equipment or on equipment owned or leased by the Subscriber.
21. The Company, its employees, or its agents are not liable for any losses or damages of any kind resulting from the development, design, installation, operation, maintenance, performance or provision of N11 service or caused by any act or omission, except for willful or wanton misconduct.
22. All rules, regulations and limitations specified elsewhere in this Tariff for the respective services requested in the N11 Service shall apply.

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**N11 SERVICES** (Cont'd)

**D. Rates and Charges**

1. A Business Service Order Charge listed in Schedule A2 of the tariff will apply and is in addition to the rates listed below.
2. A Service Establishment charge will apply per point-to number
3. N11 Subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Service lines, etc.), (listed in other Schedules of this tariff) used for transporting and terminating messages at the N11 Subscriber's designated premises.
4. The Central Office Switch Activation charge listed below will apply per central office translated to the point-to number and to change the point-to number.

	Nonrecurring <u>Charge</u>
1. Service Establishment Charge, per point-to number	\$150.00
2. Central Office Switch Activation Charge, Per Central Office Switch translated	\$50.00
3. Number Change Charge	\$50.00

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