



Company Code Directory Order Form

The Company Code Directory is available in Excel format and contains all company codes assigned and maintained by NECA, Inc. Please indicate how often you would like to receive this Directory: Monthly Quarterly One-Time Please check one of the following choices indicating how you plan to use the data, with or without weekly updates: Directory Only: Monthly- Internal Use = \$150/report; Monthly- Limited External Use = \$1,000/report; One-Time- Internal Use= \$300/report; One-Time- Limited External Use-\$1,000/report; Weekly Update (w/one complete directory): Internal Use = \$500/month; Limited External Use = \$1,500/month 'Internal Use' - the Directory and data are used by Subscriber in the course of its internal business operations. 'Limited External Use' - the Directory and data are used by Subscriber in a manner other than for Internal use. The Subscriber should contact the NECA Tariff 4 Manager for consideration and approval of data use.

Contact Information:

Contact Name: Title: Company Name: Company Address: City: State: Zip: Phone: Fax: E-mail:

Billing Information (if different than above):

Contact Name: Title: Company Name: Billing Address: City: State: Zip: Phone: Fax: E-mail:

Please indicate your payment preference: (All Orders are payable in advance).

- Credit Card Check (Please mail along with order form to return address below)

For credit card payment(s):

NECA will send you an e-mail with a PayPal link for making the credit card payment after you submit this order form and the form review is completed.

Please do not send any credit card information through e-mail.

IMPORTANT- Along with this two page order form please review and mail TWO originals of the signed License Agreement that follows. One fully executed original will be returned to you for your records. Orders would be processed within 3 to 5 business days after receipt of the two originals of the signed License Agreement and confirmation of payment.

Please return to: NECA, Inc. Attention: Tariff 4 Manager 60 Columbia Road Building A - 2nd Floor Morristown, NJ 07960

Fax: (973) 993-1063 Phone: (800) 228-8597 ext. 8105



Order Request Form

1. Please indicate which of the following describes your company. (Required for processing)
(May check more than one box)

Telecommunications Service Provider (check all that apply, must select at least one)

- Local or Regional Calling/Voice Services Provider (LEC, CLEC, ILEC, Independent Telephone Company)
- Long Distance Calling/Voice Services Provider (Interexchange Carriers or IXC)
- Internet Service Provider (ISP)
- Internet Telephony Service Provider
- Wireless Telecommunications and Data Communications Provider (Pager, Mobile, Cell, Handheld, PDA)
- Other Telecommunications Service Provider – List _____

- Hardware Manufacturer - List type of hardware _____
- Software Manufacturer - List type of software or function performed _____
- Other Manufacturer – Describe _____
- Telecommunications Billing Services or Consulting Services – Describe _____

- Transportation or Distribution Services
- Retail Services – List related product(s) _____
- Yellow Pages
- Utilities Provider (e.g., Gas, Electric, Oil, Energy, etc.)
- Cable Provider
- Government Agency
- University/College
- Other Type of Industry or Business: (List) _____

2. Briefly summarize the intended use of the product(s) specified on Page 1 of the form. (Required for processing)

LICENSE AGREEMENT

This is a PRODUCT LICENSE AGREEMENT (“Agreement”) between you (“Subscriber”) and NECA, Inc. (“NECA “), a Delaware corporation.

I. Definitions.

For the purposes of this Agreement, “Product” shall mean the following item(s), including all associated hardcopy and interactive documentation, hereinafter collectively referred to as “Product”:

- a. “Company Code Directory”, which consists of various data elements that may be changed from time to time.

II. License.

- a. Grant. Subscriber is granted a personal, non-exclusive, non-transferable, non-assignable, limited right to use the Product. Subscriber is licensed to unlimited use of the Product in the regular course of Subscriber’s internal business operations, including the right to search the data and create reports for Subscriber’s internal business, to quote and excerpt data (appropriately cited and credited), and to create printouts of data for internal use only.
- b. Subscriber agrees to reproduce the following notice on all copies of the Product in any form:

“This work is licensed material, protected by the United States copyright laws, and is property of NECA, Inc. Disclosure, copying, reproduction, merger, translation, modification, enhancement or use by anyone other than an authorized employee or licensee of NECA, Inc. is prohibited.”
- c. Subscriber agrees that Product is a valuable proprietary asset of NECA , and Subscriber shall maintain it in the strictest confidence. Subscriber agrees to maintain and implement adequate procedures, satisfactory to NECA, to protect the Product or any Information disclosed or discovered in relation thereto. All rights specifically granted in this License are reserved by NECA.
- d. Limitations. Subscriber may not copy, download, store, publish, transmit, transfer, sell or other otherwise use Product, or any portion of Product, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with NECA’s prior written permission, or (iii) if expressly stated by this Agreement or by an Amendment or Addendum to this Agreement, as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). The Product shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or an Amendment or Addendum to this Agreement. Subscriber shall not sell, license, or distribute Product (including printouts and data) to third parties or use Product as a component of, or as a basis for, any material offered for sale, license or distribution.
- e. Title: Except for license granted in this Agreement, all rights, title and interest in Product, in all languages, formats and media through the world, including all copyrights, are and will continue to be the exclusive property of NECA and other contributors (“Contributors”).
- f. Any concerns, comments and/or questions regarding the Products must be directed to **NECA representatives only**.

III. Limited Warranty.

- a. Covering the Product: NECA warrants to Subscriber, the original licensee, that the Product is free from defects in matters and workmanship under normal use and services FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF LICENSE PURCHASE (as evidenced by a copy of the purchase order and e-mail delivery). NECA entire liability and Subscriber's exclusive remedy as to defective product is, at NECA 's option, either return of the license purchase price or replacement of the product.
- b. DISCLAIMER REGARDING THE PRODUCT: THE PRODUCT IS PROVIDED "AS IS." NECA SHALL NOT BE OBLIGATED TO PROVIDE ANY CHANGES IN THE PRODUCT (MAINTENANCE, ENHANCEMENTS OR UPDATING) OR OTHER SUPPORT (TECHNICAL OR OTHERWISE) IN THE USE OF THE PRODUCT. NECA MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO THE PRODUCT OR ANY SERVICES RENDERED IN RELATION THERETO AND/OR UNDER THIS AGREEMENT. NECA DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR RESULTS OF USE, OF THE PRODUCT OR RELATED INFORMATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. THE ENTIRE RISK AS TO PERFORMANCE AND RESULTS OF THE PRODUCT IS ASSUMED BY YOU. NEITHER NECA NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE, MISUSE, OR INABILITY TO USE THE LICENSED PRODUCT EVEN IF NECA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE DISCLAIMER OF WARRANTY OR LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL FOR ANY REASON WHATSOEVER BE HELD UNENFORCEABLE OR INAPPLICABLE, SUBSCRIBER AGREES THAT NECA'S LIABILITY SHALL NOT EXCEED THE LICENSE FEES PAID BY SUBSCRIBER WITH RESPECT TO THE PRODUCT AT ISSUE. THIS WARRANTY SHALL NOT BE APPLICABLE TO THE EXTENT THAT ANY PROVISION OF THIS WARRANTY IS PROHIBITED BY ANY FEDERAL, STATE OR LOCAL LAW WHICH CANNOT BE PREEMPTED.

IV. Fees.

NECA 's fees will be _____ per report per _____ or as otherwise agreed upon in writing by the parties. (mo/qtr/yr/one time)

All orders are payable in advance. Shipments will not be made until payment is received.

V. Term and Termination.

This Agreement will be effective as of the date below. This Agreement may be terminated by either party upon no less than sixty (60) days written notice to the other party. Upon termination, Subscriber must discontinue and certify as destroyed, or return to NECA , all copies of the Product. This applies to copies in all forms, partial or incomplete, in all types of media and computer memory, and whether or not modified or merged into other materials. Subscriber's obligations under Section II, License, shall survive and continue after any expiration or termination of this Agreement.

VI. Effect of Agreement.

If subscriber fails to comply with any provision of this Agreement, termination is automatic, without notice from NECA, and without the necessity for recourse to any judicial authority.

VII. Records; Audit.

Subscriber shall maintain accurate records as necessary to verify compliance with this Agreement. NECA may conduct one or more audits to verify such compliance. Audits will be conducted during normal business hours.

VIII. Liability.

Each party shall indemnify and hold harmless the other Party from any liabilities, claims, loss or expense caused or created by any acts or omissions of such party, its agents or employees, which arise from any alleged breach of such indemnifying party's representations and warranties under this Agreement, provided that the indemnifying party is promptly notified of any such claims.

IX. Breach.

If Subscriber fails to comply with any provisions of the Agreement or commits a material breach of any obligation to NECA under any agreement between the parties, termination is automatic, without notice from NECA and without the necessity to any judicial authority. Subscriber agrees and acknowledges that a breach of material term(s) of the agreement shall cause immediate and irreparable harm and damage to NECA, in which event NECA shall be immediately entitled to injunctive relief and a return of the licensed products and product copies without any rebate of license fee, in addition to any other rights and remedies to which it may be entitled, at law or in equity. In the event of a lawsuit between the parties, the prevailing party shall be entitled to an award of its attorneys' fees and expenses in addition to any other rights and remedies to which it may be entitled.

X. Force Majeure.

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authorities or government agencies, war, or unusually severe weather conditions.

XI. General Provisions.

The construction, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and adjudicated by the federal or state courts located in the State of New Jersey. Parties agree that the federal or state courts located in the State of New Jersey shall have jurisdiction and venue to hear any dispute under this Agreement. This Agreement may be amended only by a writing signed by both Parties. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without NECA's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

NECA, Inc.

SUBSCRIBER: _____

Company Name

Name: _____
(please print)

Name: _____
(please print)

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____