



# Tariff No. 4 Data Order Form

(Internal Company Use)

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Mailing Name & Address: \_\_\_\_\_  
 \_\_\_\_\_

Media: (please check one)

- Internet Download- Access Database (Entire Tariff only)  
 Compact Disc-Access Database (Entire Tariff only)

- Internet Download- ASCII Files  
 Compact Disc- ASCII Files

## Tariff No. 4 Data:

### Internal Use Only

- Company Information  
 Entire Tariff  
 Partial Tariff

**\$100 per month (monthly subscription) or one-time** (Sections 2 & 8 – Issuing Carriers & Company Codes)  
**\$900 per month (monthly and quarterly subscription) /\$1,600 one-time**  
**Please circle the requested section number(s) OR “All States”:**

Send this data:  Monthly (\$35 min)     Quarterly (\$45 min)     One-Time Only (\$65 min) – Prepayment required  
 Priority Shipping for CD orders (\$10.00 additional charge)

State	Wire Center	Subtending Wire Center	Billing Percentage (BP)		Cost
	Subscriber One-Time	\$7.00/section \$9.00/section	Subscriber One-Time	\$3.50/section \$5.50/section	
	V&H	Subtending	BP Single	BP Multiple	
	All States	All States	All States	All States	
AL	12	312	65A & B	AL & 114 115 116 117 118 FL GA LA MS TN	
AK	13	313	66	Not Applicable (N/A)	
AZ	14	314	67	AZ & 125 126 203 CA UT NV	
AR	15	315	68	AR & 119 120 121 122 123 124 LA MS MO OK TN TX	
AS	401	N/A	N/A	N/A	
CA	16	316	69	CA & 125 127 195 AZ NV OR	
CO	17	317	70	CO & 128 129 130 131 KS OK UT WY	
CT	18	318	71	CT & 201 202 MA NY	
DE	19	319	501	DE & 134 PA	
DC	20	320	502	DC & 132 133 MD VA	
FL	21	321	72	FL & 114 135 AL GA	
GA	22	322	73A & B	GA & 115 135 136 137 AL FL SC TN	
GU	400	N/A	N/A	N/A	
HI	23	323	74	N/A	
ID	24	324	75	ID & 138 139 140 141 142 194 NV OR UT WA WY MT	
IL	25	325	76	IL & 143 144 145 146 IN IA MO WI	
IN	26	326	77	IN & 143 147 148 IL KY OH	
IA	27	327	78	IA & 144 149 150 151 193 IL MN MO NE SD	
KS	28	328	79	KS & 128 152 153 154 CO MO NE OK	
KY	29	329	80A & B	KY & 147 155 156 197 IN TN VA OH	

LA	30	330	81	LA &	116 119 157 158 AL AR MS TX
ME	31	331	82	ME &	159 198 NH MA
MD	32	332	83	MD &	132 160 161 162 DC PA VA WV
MA	33	333	84	MA &	196 198 199 200 201 NY ME NH RI CT
MI	34	334	85	MI &	163 164 OH WI
MN	35	335	86	MN &	149 165 166 167 IA ND SD WI
MS	36	336	87A & B	MS &	117 120 157 168 AL AR LA TN
MO	37	337	88	MO &	121 145 150 152 169 170 171 AR IL IA KS OK NE TN
MT	38	338	89	MT &	172 173 194 ND WY ID
NE	39	339	90	NE &	151 153 170 191 IA KS MO WY
NV	40	340	91	NV &	127 138 174 203 CA ID UT AZ
NH	41	341	92	NH &	159 199 ME MA
NJ	42	342	93	NJ &	177 178 NY PA
NM	43	343	94	NM &	175 176 OK TX
NY	44	344	95	NY &	177 179 196 202 NJ PA MA CT
NC	45	345	96	NC &	180 181 182 SC TN VA
ND	46	346	97	ND &	165 172 MN MT
OH	47	347	98	OH &	148 163 183 184 197 IN MI PA WV KY
OK	48	348	99	OK &	122 129 154 169 175 185 192 AR CO KS MO NM TN TX
OR	49	349	100	OR &	139 186 187 195 ID UT WA CA
PA	50	350	101 A thru F	PA &	134 160 178 179 183 188 DE MD NJ NY OH WV
PR	51	351	102		N/A
RI	52	352	500	RI	200 MA
SC	53	353	103	SC &	136 180 189 GA NC TN
SD	54	354	104	SD &	166 193 MN IA
TN	55	355	105	TN &	118 123 137 155 168 171 181 185 189 204 AL AR GA KY MS MO NC OK SC VA
TX	56	356	106	TX &	124 158 176 192 AR LA NM OK
UT	58	358	107	UT &	126 130 140 174 186 AZ CO ID NV OR
VT	59	359	108		N/A
VI	57	357	503		N/A
VA	60	360	109	VA &	133 156 161 182 190 204 DC KY MD NC WV TN
WA	61	361	110	WA &	141 187 ID OR
WV	62	362	111	WV &	162 184 188 190 MD OH PA VA
WI	63	363	112	WI &	146 164 167 IL MI MN
WY	64	364	113	WY &	131 142 173 191 CO ID MT NE

**TOTAL**

**I hereby agree to sign and return TWO original copies of the Tariff No. 4 License Agreement.**

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Please return to: NECA  
Attention: Product Manager – Tariff No. 4  
60 Columbia Road  
Building A – 2nd Floor  
Morristown, NJ 07960

Fax: (973) 884-8082  
Phone: (800) 228-8597 ext.: 8494

## LICENSE AGREEMENT

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

### I. Definitions.

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

- a. “Tariff No. 4 Database”, which consists of various databases 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 databases 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 propriety 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 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”).

### **III. Limited Warranty.**

- a. Covering the Physical Media and Printed Materials: NECA warrants to Subscriber, the original licensee, that the media on which the Product is recorded are 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 invoice or purchase order). NECA entire liability and Subscriber’s exclusive remedy as to defective media is, at NECA option, either return of the license purchase price or replacement of the media.
- 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 \_\_\_\_\_ or as otherwise agreed upon in writing by the parties.

Payment is due and shall be made within thirty (30) days from the date Subscriber is billed. In the event of nonpayment, Subscriber agrees to pay reasonable expenses incurred by NECA in collecting payment. NECA may terminate this Agreement for nonpayment if Customer fails to cure within ten (10) days of the delivery date.

**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 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:** \_\_\_\_\_

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_