



Tariff No. 4 Data Order Form

(Limited External Use)

Date: _____

Company Name: _____
 Contact Name: _____
 Telephone Number: _____
 Fax Number: _____
 Email Address: _____

Billing Address: _____

 Mailing Name & Address: _____

Media: (please check one)

- | | |
|--|---|
| <input type="checkbox"/> Internet Download- Access Database (Entire Tariff only) | <input type="checkbox"/> Internet Download- ASCII Files |
| <input type="checkbox"/> Compact Disc-Access Database (Entire Tariff only) | <input type="checkbox"/> Compact Disc- ASCII Files |

Tariff No. 4 Data:

Limited External Use (The data are used by Subscriber in a manner other than for internal use. The Subscriber should contact the NECA Product Manager- Tariff No. 4 for consideration and approval of data use.)

- | | |
|--|--|
| <input type="checkbox"/> Company Information | \$175 per month (monthly subscription) or one-time (Sections 2 & 8 – Issuing Carriers & Company Codes) |
| <input type="checkbox"/> Entire Tariff | \$1,600 per month (monthly and quarterly subscription), or \$1,600 one-time (complete tariff only) |
| <input type="checkbox"/> Partial Tariff | <u>Please circle the requested section number(s) OR “All States”:</u> |

Send this data: Monthly (\$50 min) Quarterly (\$75 min) One-Time Only (\$100 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	\$12.00/section \$15.00/section	Subscriber One-Time	\$6.00/section \$9.00/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

DATA LICENSE AND RESELLER AGREEMENT

This Data License and Reseller Agreement (“Agreement”) is entered into by and between National Exchange Carrier Association, Inc. (“NECA”), a Delaware corporation with a principal place of business at 60 Columbia Road, Building A - 2nd Floor, Morristown, New Jersey 07960, and _____ corporation with a principal place of business at _____. The effective date of this Agreement shall be the date last executed below (“Effective Date”).

I. Licenses.

- a. Subject to the terms and conditions of this Agreement, NECA hereby grants to Licensee a nonexclusive and nontransferable right to abstract, market, and resell data contained in NECA’s Tariff 4 Database (“Licensed Data”) for use only with the following Licensee products: _____ (“Licensee’s Products”).
- b. NECA hereby grants to Licensee a nonexclusive, limited, terminable right to use NECA’s name and marks during the term of this Agreement solely with respect to Licensee’s sale of the Licensed Data. Licensee’s right created herein shall continue only for as long as Licensee’s licensing and marketing rights under this Agreement remain in force. Licensee shall not use either the name or like sounding or appearing names or marks in any fashion, anywhere other than as contemplated by this Agreement. Licensee shall notify NECA of any infringement or appropriation of NECA’s names or marks during the term of this Agreement.
- c. Both parties agree that Licensee will extract the Licensed Data in its then current format and directly import such Licensed Data into Licensee’s Products which may be resold to third parties. Except for the license granted hereunder, all rights, title and interest in the Licensed Data or information sold by NECA to Licensee, in all formats and media, including copyrights, are and will continue to be the exclusive property of NECA and other contributors.

II. License Restrictions.

- a. NECA reserves the right to terminate this Agreement at any time without cause, and will do so in writing to Licensee with sixty (60) days written notice. If Licensee or any of its clients fails to comply with any provision of this Agreement, termination is automatic and immediate, without notice required from NECA. Any such termination shall not affect any obligations of Licensee incurred prior to such termination. Upon termination or expiration, Licensee will cease using, selling, distributing or marketing any product containing the Licensed Data.
- b. Licensee agrees to execute an agreement with each of its clients to which Licensee provides Licensee’s Products. Such agreement will provide that Licensee’s client may use the Licensee’s Products in the regular course of client’s internal business operations only. Licensee’s client may not copy or redistribute any part of the Licensee’s Products for external use, or transfer or sell any part of the Licensee’s Products or use Licensee’s Products as a component or basis of material offered for sale, license or distribution.

- c. All such client agreements will expressly provide that NECA is an intended third party beneficiary of such client agreement and may therefore, directly enforce the terms of such client agreements.
- d. Licensee agrees to maintain valid copies of all client agreements, to enforce the terms and conditions of such client agreements, to notify NECA of any violation of such client agreements and to make copies of all such client agreements available to NECA upon request.
- e. Except as specifically set forth in this Agreement, no other licenses or intellectual property rights are granted by NECA or Licensee to the other party.

III. Name Change. This Agreement applies to Licensee's Products and may apply to another Licensee product under a different name should Licensee change Licensee's Products name. If such a name change occurs, then Licensee must, in timely fashion, inform NECA in writing and provide reasonable assurance that the name change did not impact use of the Licensed Data as specified within the context of this Agreement.

IV. NECA Review. Upon request, NECA shall have the right to review Licensee's Products, including marketing or other information related thereto, to determine if it conforms to the requirements set forth herein. If such Licensee's Products do not conform to such requirements, then Licensee shall cease furnishing copies of any Licensee's Products to third parties until such Licensee's Products conforms to the requirements set forth herein and Licensee is so advised by NECA. Licensee shall maintain accurate records necessary to verify compliance with this Agreement. NECA or its representative may conduct audits to verify such compliance. Audits will be conducted during normal business hours.

V. Fees and Payments. Licensee agrees to complete and sign a Tariff 4 Order Form, attached hereto as EXHIBIT A. All fees shall be remitted in accordance with the Tariff 4 Order Form.

VI. Disclaimer of Warranties.

- a. LICENSED DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, SUFFICIENCY, ACCURACY OR FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF NECA HAS BEEN MADE AWARE OF SUCH PURPOSE.
- b. Licensee's Products containing any NECA data shall prominently display the following Notice:

NOTICE

This product contains licensed material protected by the United States copyright laws, and is the property of the National Exchange Carrier Association, Inc. ("NECA"). Disclosure, copying, reproduction, merger, translation, modification, enhancement or use by anyone other than an authorized employee or licensee is prohibited. Recipient acknowledges and agrees that (1) NECA AND ITS MEMBERS MAKE NO REPRESENTATIONS, EXTEND NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, AND ASSUME NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO THE USE,

SUFFICIENCY OR ACCURACY OF THE PRODUCT, (2) RECIPIENT SHALL MAKE NO CLAIM AGAINST NECA OR ANY OF ITS MEMBERS WITH RESPECT TO THE PRODUCT, AND WAIVES ALL CLAIMS AGAINST NECA OR ANY OF ITS MEMBERS WITH RESPECT TO THE PRODUCT, (3) IN NO EVENT SHALL NECA OR ANY OF ITS MEMBERS BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCT.

VII. Limitation of Liability. IN NO EVENT SHALL NECA BE LIABLE, DIRECTLY OR INDIRECTLY TO LICENSEE OR ANY CLIENT OF LICENSEE, FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR SIMILAR DAMAGES, FOR LEGAL FEES, LOSS OF DATA OR LOST PROFITS, ARISING OUT OF THIS AGREEMENT, INCLUDING THE USE OR INABILITY TO USE THE LICENSED DATA. NECA'S LIABILITY, IF ANY, IS LIMITED TO THE FEES RECEIVED FROM LICENSEE FOR THE LICENSED DATA.

VIII. Indemnification. At NECA's option, Licensee shall protect, indemnify, hold harmless and defend NECA and its members from and against any and all direct and indirect losses, damages, obligations, fines, claims, suits, actions or proceedings, and any judgment, settlement, compromise or resolution for damages or any other relief, to the extent that there is any allegation of any losses or damages, whether direct, indirect, consequential or special, or their equivalent, in connection with this Agreement or the use or possession of the Licensed Data, regardless of the legal, equitable or factual basis thereof. Licensee agrees and acknowledges that a breach of material term(s) of this Agreement shall cause immediate and irreparable harm and damage to NECA, in which event NECA shall be immediately entitled to injunctive relief, in addition to any other rights and remedies to which it may be entitled, at law or in equity.

IX. Government Approvals and Consents. This Agreement is subject to the receipt of any approvals or consents required by United States and foreign governmental agencies and authorities. NECA shall have no liability to Licensee or its customers for failure to deliver any product or service under this Agreement as a result of any action by any governmental agencies.

X. Assignment. Licensee shall not assign, in whole or in part, this Agreement or any license, rights or obligations granted, to any other person or entity, without the prior written consent of NECA. Any such attempted assignment shall be void.

XI. No Agency. Each of the parties will be deemed to be an independent contractor and not an agent, joint venturer, or representative of the other party, and neither may create any obligations or responsibilities on behalf of or in the name of the other. Under no circumstances may Licensee hold itself out to be a partner, employee, franchisee, representative, or agent of NECA.

XII. Waiver. The failure of either party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

XIII. Compliance with Laws. Licensee agrees to comply with all applicable laws, rules and regulations and is responsible, at its sole cost and expense, for obtaining any and all governmental licenses, permits and approvals that may be required in connection with this Agreement.

XIV. Notice. Any notice or other written communication required or permitted to be given by a party under this Agreement must be addressed to the other party and will be deemed delivered: (a) five business days after the notice has been mailed by certified mail, if applicable, or (b) the next business day after receipted delivery to a recognized overnight courier. Notices will be mailed to:

Company:	National Exchange Carrier Association, Inc.
	Attn: Manager – Tariff 4
Address Line 1:	60 Columbia Road
Address Line 2:	Building A – 2nd Floor
Address Line 3:	Morristown, NJ 07960

XV. Severability. If any provision of this Agreement is held unenforceable for any reason, the remainder of the Agreement shall not be affected, and the remaining terms and conditions will continue in effect and be binding on the parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

XVI. Controlling Law. This Agreement must be construed and enforced according to the laws of the State of New Jersey, without regard to its laws concerning conflicts of law, and Licensees agree to be subject to the jurisdiction of the courts in the State of New Jersey.

XVII. Survival. The obligations of the parties under this Agreement, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

XVIII. Entire Agreement. This Agreement and any and all attachments constitutes the entire agreement between the parties, and may not be altered or modified except by written agreement executed by both parties.

AGREED BY:

National Exchange Carrier Assoc., Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____