Emergency Subscriber List (ESL) Service

LIST OF EFFECTIVE SHEETS

Sheets A through 26 of this schedule are effective as of the date shown on each sheet. Original or revised sheets contain all material including changes from the original schedule that are in effect on the date thereof.

Sheet	Original or Number of Revision		
A	1st Revised	*	(T)
B	1st Revised	*	(T)
1	1st Revised	*	(T)
2	Original		
3	Original		
4	1st Revised	*	
5	1st Revised	*	
6	1st Revised	*	
7	1st Revised	*	

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* Denotes change

Emergency Subscriber List (ESL) Service

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A	Original	*
B	Original	*
1	Original	*
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3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*

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* Denotes change

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

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EMERGENCY SUBSCRIBER LIST (ESL) SERVICE (N)

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EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

I. DESCRIPTION

Pursuant to this Tariff, Utility grants Customer, for the period in which the Service is provided, a non-exclusive limited license to use Information that is contained in the Utility's E9-1-1 Database Administration system for a specific geographic area solely for the purpose of delivery or assisting in the delivery of Emergency Services, consistent with California Public Utilities Code Sections 2872 and 2891.1 and 47 U.S. C. Section 222 (g). The licensing of Information pursuant to this Tariff shall be called Emergency Subscriber List Service (Service). (T)

II. APPLICABILITY

This Service is available only to Customers who are authorized providers of Emergency Services and Emergency Support Services and who sign the "Application for Emergency Subscriber List Service" provided by the Utility.

This Service is available only in certain geographic areas in California where the Utility provides 9-1-1 Database Administration Service to a PSAP or other authorized E-911 Service Customer as defined in Schedule Cal. P.U.C. No. A-20a. In the event the PSAP or other E-9-1-1 Service Customer discontinue purchase of Utility's 9-1-1 Data Base Administration Service, Utility reserves the right to terminate the provision of this Service in the applicable geographic area.

This Service is provided on a month to month basis. A minimum service period of one month applies for this Service. (N)

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

I. DESCRIPTION (N)

Pursuant to this Tariff, Utility grants Customer, for the Term Commitment Period set out in Section VI of this Tariff, a non-exclusive limited license to use Information that is contained in the Utility's E9-1-1 Database Administration system for a specific geographic area solely for the purpose of delivery or assisting in the delivery of Emergency Services, consistent with California Public Utilities Code Sections 2872 and 2891.1 and 47 U.S. C. Section 222 (g). The licensing of Information pursuant to this Tariff shall be called Emergency Subscriber List Service (Service).

II. APPLICABILITY

This Service is available only to Customers who are authorized providers of Emergency Services and Emergency Support Services and who sign the "Application for Emergency Subscriber List Service" provided by the Utility.

This Service is available only in certain geographic areas in California where the Utility provides 9-1-1 Database Administration Service to a PSAP or other authorized E-911 Service Customer as defined in Schedule Cal. P.U.C. No. A-20a. In the event the PSAP or other E-9-1-1 Service Customer discontinue purchase of Utility's 9-1-1 Data Base Administration Service, Utility reserves the right to terminate the provision of this Service in the applicable geographic area.

(N)

Continued

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

III. DEFINITIONS (N)

Application for Emergency Subscriber List Service - the written purchase form a Customer must sign, date and return to the Utility in order to purchase Service under this Tariff.

Customer – an authorized provider of Emergency Services and/or Emergency Support Services.

Confidential Information - technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible forms including, but not limited to Information, including unpublished and unlisted Information (unpublished and unlisted Information means Information that telephone subscribers have designated as not to be published in telephone directories, provided by directory assistance, or otherwise disclosed), specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples. Such information may contain proprietary or confidential material, or material subject to applicable laws regarding secrecy of communications or trade secrets. Confidential information shall be marked or labeled "Confidential"; if orally disclosed, confidential information shall be reduced to writing and submitted to the non-disclosing party within thirty (30) calendar days of disclosure. All Information as defined in this Tariff is Confidential Information.

Daily Updates - an extract of Information from the Utility's 9-1-1 Database Administration system containing only those records that have had a Modification/Add/Delete (MAD) activity since the last update for the geographic area(s) or jurisdiction(s) with respect to which such Information has been requested. Daily Updates are available by 10:00 a.m. Pacific Time each calendar day.

Emergency Notification Services - services that notify the public of an emergency.

Emergency Services - 9-1-1 Emergency Services and Emergency Notification Services collectively.

Emergency Support Services - information or database management services used in support of Emergency Services.

Full File Extract - means an extract from the Utility's E-9-1-1 Database Administration system containing all Information for the geographic area(s) or jurisdiction(s) with respect to which such Information has been requested.

Information - any data identifying the listed names of subscribers and their telephone numbers, addresses, or any combination of such listed names, numbers, addresses, or classifications including data pertaining to subscribers (i) whose information is unlisted or unpublished (also referred to as non-listed and non-published) and (ii) subscribers of other carriers in the possession or control of Utility; provided on a timely and unbundled basis under non-discriminatory and reasonable rates, terms and conditions to providers of Emergency Services and Emergency Support Services solely for the purposes of delivering or assisting in the delivery of Emergency Services.

PSAP or Public Safety Answering Point - a facility that has been designated to receive emergency calls and route them to emergency services personnel.

Record - subscriber information associated with a telephone number.

Service - Emergency Subscriber List Service as described in Section I.

Subscriber - a person or business that orders access line services from a telephone company.

Weekly Updates - an extract of Information from the Utility's 9-1-1 Database Administration system containing only those records that have had a Modification/Add/Delete (MAD) activity since the last update for the geographic area(s) or jurisdiction(s) with respect to which such Information has been requested. Weekly Updates are available by 10:00 a.m. Pacific Time on the weekday mutually selected by the Customer and the Utility. (N)

Continued

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

IV. TERMS AND CONDITIONS (N)

A. CONFIDENTIALITY

The Party (Utility or Customer) receiving Confidential Information (including but not limited to Information as defined above) shall do so in confidence and shall limit access to such Confidential Information to authorized employees, as well as agents (including their employees) and contractors (including their employees), who have a need to know the Confidential Information in order for the Party to perform its obligations under this Tariff. Agents and contractors (including their employees) receiving Confidential Information on behalf of a Party shall be subject to and covered by written obligations of confidentiality at least as restrictive as those set forth in this Tariff. Recipients of Confidential Information shall be informed of the confidential and proprietary nature, and shall not disclose, reveal or divulge any Confidential Information or authorize any other person to do so except as specifically approved in writing by the disclosing Party.

The Customer agrees to use commercially reasonable security measures to prevent copying or downloading of the Information by third parties and to prevent any other unauthorized use of such information. If there is any unauthorized use or disclosure of the Information provided to Customer it shall be deemed to be a material breach of the Tariff and the Utility shall be entitled to terminate Service immediately.

Confidential Information shall be used only for the purposes of performing obligations under this Tariff.

Upon request of the disclosing Party, all Confidential Information shall be promptly returned to such Party, or in lieu thereof, such Confidential Information shall be destroyed, including any documents, computer media or records, in written, graphic, or other tangible form, that contain any Confidential Information. Confidential Information remains the property of the disclosing Party.

If a Party receiving Confidential Information receives a request to disclose any Confidential Information (whether pursuant to a valid and effective subpoena, an order issued by a court or other governmental authority of competent jurisdiction or otherwise, including the Electronic Communications Privacy Act of 1986, 18 U.S.C. 2703, that requires disclosure of Information to governmental entities only upon issuance of a court order) on advice of legal counsel that disclosure is required under applicable law, such Party agrees that, prior to disclosing any Confidential Information, it shall (i) notify the disclosing Party of the existence and terms of such request or advice, (ii) cooperate with the disclosing Party in taking legally available steps to resist or narrow any such request or to otherwise eliminate the need for such disclosure, if requested to do so by the disclosing Party, and (iii) if disclosure is required, use its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be afforded to such portion of the Confidential Information as is required to be disclosed. (N)

Continued

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

IV. TERMS AND CONDITIONS (Continued)

A. CONFIDENTIALITY

CUSTOMER REPRESENTS THAT TO THE BEST OF ITS KNOWLEDGE THE CONFIDENTIAL INFORMATION TO BE PROVIDED PURSUANT TO THIS TARIFF IS EITHER EXEMPT FROM OR OTHERWISE NOT REQUIRED TO BE PROVIDED UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL PUBLIC INFORMATION LAW OR REGULATION (E.G. PUBLIC RECORDS LAW, "FREEDOM OF INFORMATION" LAW, "GOVERNMENT IN THE SUNSHINE" LAW) WHICH CUSTOMER MAY BE SUBJECT TO, AND THAT CUSTOMER WILL ASSERT ANY EXEMPTIONS OR EXCLUSIONS AVAILABLE IF CONFIDENTIAL INFORMATION IS SOUGHT PURSUANT TO SUCH LAW OR REGULATION.

The confidentiality obligations of this Tariff do not apply to Confidential Information that is authorized in writing by the disclosing Party to be released or is designated in writing by the disclosing Party as no longer being Confidential Information or proprietary.

The confidentially obligations with respect to Information shall never terminate and shall extend beyond the duration of the period in which Service is provided. The confidentiality obligations with respect to all other Confidential Information shall extend for a period of five (5) years following the date of initial disclosure of that Confidential Information; such obligation may extend beyond the duration of the period in which Service is provided. (T) (T)

Upon termination of this Service by either Party (Utility or Customer), each Party shall return to the other, or, at the other Party's option, destroy all documents, computer media or records, in written, graphic, or other tangible form, that contain any Confidential information including without limitation, all Information. Each Party shall certify in writing that all Confidential Information has been destroyed or returned, as applicable. (N) (N)

B. OTHER TERMS AND CONDITIONS

The Customer represents and warrants that it is a provider of Emergency Services or Emergency Support Services and offers such service(s) in the geographic areas or jurisdictions for which it is requesting Service, and that any Information it obtains from the Utility will be used solely for the purposes of delivering or assisting in the delivery of Emergency Services or Emergency Support Services.

Customer shall not for any reason sell, disclose or use the Information, or any Confidential Information, for marketing, advertising, public relations or any other purposes of any nature. The Information remains the property of the Utility.

Customer may enhance, or add to, the Information, subject to and consistent with this Tariff.

If the Customer ceases providing Emergency Services or Emergency Support Services for a period in excess of ninety (90) calendar days in any area for which it has received Information under this Tariff, it will notify the Utility in writing, destroy any data it has received from the Utility under this Tariff for that area, and remove said data from its databases within thirty (30) calendar days.

Data format, transmission protocols and transport medium used for the delivery of Service shall be determined by the Utility. The Utility reserves the right to modify its specifications. Upon request, the Utility will provide all applicable specifications and protocols.

Utility will use commercially reasonable efforts to provide accurate and complete Information and will take steps to correct inaccurate Information upon receipt of changes from the PSAP following normal Utility error correction procedures.

Except as otherwise provided herein, all data and other material are provided by the Utility "as is" with all faults. Utility makes no express or implied warranties whatsoever regarding the completeness or accuracy of the information provided or the technical quality of any media supplied hereunder, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Utility recommends that Customers purchasing Option 2 or 3 also purchase a one-time extract (Option 1) annually, consistent with the Service Options in Section V of this Tariff, for quality assurance and data integrity validation. Utility is not liable in the event Customer does not obtain updated Information. (T) (N) (N)

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

IV. TERMS AND CONDITIONS (Continued) (N)

A. CONFIDENTIALITY

CUSTOMER REPRESENTS THAT TO THE BEST OF ITS KNOWLEDGE THE CONFIDENTIAL INFORMATION TO BE PROVIDED PURSUANT TO THIS TARIFF IS EITHER EXEMPT FROM OR OTHERWISE NOT REQUIRED TO BE PROVIDED UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL PUBLIC INFORMATION LAW OR REGULATION (E.G. PUBLIC RECORDS LAW, "FREEDOM OF INFORMATION" LAW, "GOVERNMENT IN THE SUNSHINE" LAW) WHICH CUSTOMER MAY BE SUBJECT TO, AND THAT CUSTOMER WILL ASSERT ANY EXEMPTIONS OR EXCLUSIONS AVAILABLE IF CONFIDENTIAL INFORMATION IS SOUGHT PURSUANT TO SUCH LAW OR REGULATION.

The confidentiality obligations of this Tariff do not apply to Confidential Information that is authorized in writing by the disclosing Party to be released or is designated in writing by the disclosing Party as no longer being Confidential Information or proprietary.

The confidentially obligations with respect to Information shall never terminate and shall extend beyond the duration of the Term Commitment and confidentiality obligations with respect to all other Confidential Information shall extend for a period of five (5) years following the date of initial disclosure of that Confidential Information, and such obligation shall extend beyond the duration of the Term Commitment Period.

B. OTHER TERMS AND CONDITIONS

The Customer represents and warrants that it is a provider of Emergency Services or Emergency Support Services and offers such service(s) in the geographic areas or jurisdictions for which it is requesting Service, and that any Information it obtains from the Utility will be used solely for the purposes of delivering or assisting in the delivery of Emergency Services or Emergency Support Services.

Customer shall not for any reason sell, disclose or use the Information, or any Confidential Information, for marketing, advertising, public relations or any other purposes of any nature. The Information remains the property of the Utility.

Customer may enhance, or add to, the Information, subject to and consistent with this Tariff.

If the Customer ceases providing Emergency Services or Emergency Support Services for a period in excess of ninety (90) calendar days in any area for which it has received Information under this Tariff, it will notify the Utility in writing, destroy any data it has received from the Utility under this Tariff for that area, and remove said data from its databases within thirty (30) calendar days.

Data format, transmission protocols and transport medium used for the delivery of Service shall be determined by the Utility. The Utility reserves the right to modify its specifications. Upon request, the Utility will provide all applicable specifications and protocols.

Utility will use commercially reasonable efforts to provide accurate and complete Information and will take steps to correct inaccurate Information upon receipt of changes from the PSAP following normal Utility error correction procedures.

Except as otherwise provided herein, all data and other material are provided by utility "as is" with all faults. Utility makes no express or implied warranties whatsoever regarding the completeness or accuracy of the information provided or the technical quality of any media supplied hereunder, including but not limited to implied warranties of merchantability or fitness for a particular purpose. (N)

Continued

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

V. LIMITATION OF LIABILITY

Except as may otherwise be provided herein, the Customer agrees to indemnify, defend and hold Utility harmless from and against any and all liability, suits, damages, claims and demands, costs, expenses (including attorneys' fees and costs of court), made by a third party that arise in any manner out of Customer's use of the Information or arising from a breach of Customer obligations contained in this Tariff.

Except for the indemnities set forth in the proceeding, neither Party will be liable to the other for any exemplary, indirect, incidental, consequential, reliance, or special damages for harm to business, lost revenues, lost savings, or lost profits suffered by a party (including without limitation damages for harm to business, lost revenues, lost savings or lost profits suffered by such other party to the extend comprising indirect, incidental, consequential, reliance, or special damages), regardless of the form of action, whether in tariff, warranty, strict liability or tort, including without limitation, negligence of any kind whether active or passive, and regardless of whether the party knew of the possibility that such damages could result each party hereby releases the other party (and its respective officers, directors, employees, agents, contractors and suppliers) from, and waives any such damage claims.

The Customer acknowledges that a violation of any of the terms and conditions of this Tariff may cause irreparable harm and injury to the Utility and that the Utility shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the Customer from doing or continuing to do any such act and any other violations or threatened violations.

In addition to liability limitation as set out in California Public Utilities Code Sections 2872 and 2891.1, Utility's sole and exclusive liability to Customer or any third party for any failure by the Utility with respect to the Service, including delivery of Information, shall be limited to a credit or refund of the charges paid by Customer for the affected Service for the 12 month period preceding the claim. In no event shall Utility's liability exceed $10,000.00 in aggregate for all claims during the period in which the Service is provided. (D) (T)

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

V. LIMITATION OF LIABILITY (N)

Except as may otherwise be provided herein, the Customer agrees to indemnify, defend and hold Utility harmless from and against any and all liability, suits, damages, claims and demands, costs, expenses (including attorneys' fees and costs of court), made by a third party that arise in any manner out of Customer's use of the Information or arising from a breach of Customer obligations contained in this Tariff.

Except for the indemnities set forth in the proceeding, neither Party will be liable to the other for any exemplary, indirect, incidental, consequential, reliance, or special damages for harm to business, lost revenues, lost savings, or lost profits suffered by a party (including without limitation damages for harm to business, lost revenues, lost savings or lost profits suffered by such other party to the extend comprising indirect, incidental, consequential, reliance, or special damages), regardless of the form of action, whether in tariff, warranty, strict liability or tort, including without limitation, negligence of any kind whether active or passive, and regardless of whether the party knew of the possibility that such damages could result each party hereby releases the other party (and its respective officers, directors, employees, agents, contractors and suppliers) from, and waives any such damage claims.

The Customer acknowledges that a violation of any of the terms and conditions of this Tariff may cause irreparable harm and injury to the Utility and that the Utility shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the Customer from doing or continuing to do any such act and any other violations or threatened violations.

In addition to liability limitation as set out in California Public Utilities Code Sections 2872 and 2891.1, Utility's sole and exclusive liability to Customer or any third party for any failure by the Utility with respect to the Service, including delivery of Information, shall be limited to a credit or refund of the charges paid by Customer for the affected Service for the 12 month period (or pro-rated portion thereof if the time elapsed in the Term Commitment Period is less than 12 months) preceding the claim. In no event shall Utility's liability exceed $10,000.00 in aggregate for all claims during the Term Commitment Period (N)

Continued

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

(RESERVED FOR FUTURE USE) (T)

(D)

(D)

Continued

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

VI. TERM COMMITMENT PERIOD (N)

The Term Commitment Period for the Service is three (3) years in the manner set out below. The Term Commitment Period shall commence on the date Service is first provided.

For Service Option 1, which is a one-time only Service extract, Customer may purchase one-time only Service extracts no more often than four (4) times in a consecutive twelve (12) month period over the three (3) year Term Commitment Period. Each Service extract shall be subject to the Non-Recurring charge set out in Section VII.

For Service Options 2 and 3, Utility will provide the selected Service Option to Customer for the Term Commitment Period. Customers subscribing to Service Option 2 or 3 may, upon written notice to Utility indicating changes in Customer operations, also subscribe to Option 1 and obtain a one time only Service extract no more than four (4) times in a consecutive twelve (12) month period.

At the end of the three (3) year Term Commitment Period, if the Customer wishes to continue purchasing Service the Customer must submit another Application For Emergency Subscriber List Service no later than sixty(60) calendar days prior to the end of the then current Term Commitment Period. A new Term Commitment Period will commence on the date Service is first provided under the new Application for Emergency Subscriber List Service. Customer must obtain a complete new Service extract at the start of the new Term Commitment Period. The non-recurring charge in Section VII of this Tariff shall apply with the new Service extract at the start of the new Term Commitment Period.

If a new Application for Emergency Subscriber List Service is not received by the Utility prior to the end of the then current Term Commitment Period, Service will be discontinued.

In the event Customer terminates Service prior to the expiration of the then current Term Commitment Period, Customer shall be liable to the Utility only for payment of all charges due and owing for Service provided up to the date of termination. No additional termination liability shall apply, including that identified in the Utility's California Product Guide, Section 2 Terms and Conditions. Customer shall notify Utility, in advance and in writing, if Customer wishes to terminate Service prior to the expiration of the applicable Term Commitment Period. Customer's written notice shall specify Customer's requested Service termination date.

In the event Service is terminated prior to the end of the then current Term Commitment Period by either Party (Utility or Customer), Customer shall return or, at Utility's option, destroy all documents, computer media or records, in written, graphic, or other tangible form, that contain any Utility Confidential information including without limitation, all Information. Customer shall certify in writing that all Confidential Information has been destroyed or returned, as applicable. (N)

Continued

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

VI. RATES (T)

Customer may purchase Service by subscribing to one of the following Service Options at the applicable rates and charges shown:

		Non Recurring	Monthly	
Option 1:	Provides a one time extract of Information with no updates;			(D)
	One time extract with no updates	$1,800.00 (R)	–	(D)
Option 2:	Provides a one time extract of Information with daily updates [1,2, 3]			(N)
	Extract with daily updates, per 10,000 records[3]	1,800.00 (R)	15.27	(N)
Option 3:	Provides a one time extract of Information with weekly updates			(D)
	Extract with weekly updates per 10,000 records [1,2,3]	1,800.00 (R)	6.65	(N)

(D)
(D)

1 Updates contain only Information that was Modified, Added or Deleted in the 9-1-1 Database Administration System since the last update. (T)

2 Subsequent to the initial installation of Service, Customers purchasing Option 2 or Option 3 may also purchase Option 1 periodically at their discretion. (N) (N)

3 The recurring monthly rate is based on the number of records contained in the initial extract. It is calculated on a "per 10,000" record basis with the number of records rounded up to the nearest 10,000. During the period in which Service is provided, the Company may update this count periodically but not more often than one time within a consecutive thirty –six (36) month period. (N) (N)

Special Note: For Customers obtaining service pursuant to a currently effective emergency subscriber list information licensing agreement with the Utility, service will transition from such agreement to the rates, terms and conditions of this Tariff as of the effective date of this Tariff. Service transitioning from the agreement to Tariff will transition "as is" with respect to the Customer Service Option selected and record count quantities. Customer may, however, at Customer's election, change Service Options or purchase additional one-time updates under Option 1, in which case, the Service Option selected (including additional one-time updates under Option 1) will be provided at the rates in this Tariff. (T) (T)

EMERGENCY SUBSCRIBER LIST (ESL) SERVICE

VII. RATES (N)

Customer may purchase Service by subscribing to one of the following Service Options at the applicable rates and charges shown:

		Non Recurring	Monthly
Option 1:	Provides a one time extract[1] of Information with no updates; One time extract[1] with no updates	$2,051.00	–
Option 2:	Provides a one time extract of Information with daily updates[2] Extract with daily updates, per 10,000 records[3]	1,812.02	15.27
Option 3:	Provides a one time extract of Information with weekly updates[2,3] Extract with weekly updates[3] per 10,000 records	1,812.02	6.65

[1] Information contained in the 9-1-1 Database Administration System is extracted for the geographic area(s) or jurisdiction(s) requested by the Customer.

[2] Updates contain only Information that was Modified, Added or Deleted in the 9-1-1 Database Administration System since the last update.

[3] The recurring monthly rate is based on the number of records contained in the initial extract. It is calculated on a "per 10,000" record basis with the number of records rounded up to the nearest 10,000. The record count will remain in effect throughout the duration of the Term Commitment Period.

Special Note: For Customers obtaining service pursuant to a currently effective emergency subscriber list information licensing agreement with the Utility, service will transition from such agreement to the rates, terms and conditions of this Tariff as of the effective date of this Tariff. Service transitioning from the agreement to Tariff will transition "as is" with respect to the Customer Service Option selected and applicable rates and charges for the remaining months of the term period of the agreement. Customers transitioning to this Tariff as described herein shall not start a new Term Commitment Period (nor select a new Service Option) until the term period which commenced under the agreement has expired. Non-recurring charges will apply when Customers start a new Term Commitment Period for a selected Service Option under this Tariff. Customers purchasing service under an agreement with daily or weekly updates may, upon written notice to Utility indicating changes in Customer operations, also subscribe to Option 1 under this Tariff and obtain a one time only Service extract at the rates shown above no more than four (4) times in a consecutive twelve (12) month period for the remaining months of the term period of the applicable agreement. (N)

Continued