

**ONE CALL CONCEPTS, INC.
ONE CALL CENTER SERVICE AGREEMENT**

This Agreement is made the _____ day of _____, 20__ between _____ a _____ corporation (“Buyer”) and One Call Concepts, Inc., a Maryland corporation (“Seller”).

WHEREAS, Seller and Buyer wish to enter into an agreement (“Agreement”) to maintain a One Call service as described in this Agreement and under which Seller will receive, process, and record notices of proposed work from persons, firms, corporations, and other entities who intend to excavate, demolish, drill, blast or otherwise disturb the surface and/or subsurface of the earth, referred to as “proposed work” within Buyer's service area. An individual or entity can provide a notice (“Notice”) of proposed work by notifying the Call Center (defined below), which shall have various telephone numbers and processes as from time to time provided. These procedures and telephone numbers which can be used to reach the Call Center will encourage notification of Seller in advance of such proposed work and permit Seller and Buyer to take, in accordance with such laws, regulations, ordinances and terms of this Agreement, whatever action is necessary to prevent damage to Buyer's property located underground (“facilities”); and

WHEREAS, Seller and Buyer desire to set forth in this Agreement the procedures to be followed in accomplishing their stated purposes under said Agreement and their respective responsibilities in connection therewith.

THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, Seller and Buyer agree as follows:

1. DUTIES.

- 1.1 Seller shall have a location that performs the one call service: the “Call Center.” Seller shall have installed or placed in use and tested such telephone, telephone answering, voice recording, or other communications equipment and computers and/or any other processes that Seller in Seller’s sole discretion may deem appropriate to effectuate Seller's duties under this Agreement. Any computers operated by Seller to fulfill its duties under this Agreement will be for the operation of the Call Center.
- 1.2 Seller agrees to furnish the necessary personnel, supervision, supplies, and materials in order to staff and maintain the Call Center and to perform work in accordance with the terms of this Agreement. Seller shall provide personnel as required to meet the operational demands of the Call Center. The Call Center shall be operated and staffed by the Seller from 7:00 a.m. to 5:00 p.m. EST, Monday through Friday, excluding holidays. For a list of holidays please visit www.missutility.net. These are the normal business hours. These hours may be extended from time to time at the sole discretion of Seller. Seller will provide coverage for receipt and processing of out-of-hours Emergency Notices 365 (three hundred sixty-five) days per year, 24 (twenty-four) hours per day.

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- 1.3 Any clerk working at the Call Center receiving a call concerning proposed work will enter the information into the computer. A ticket number will be assigned by Seller to each Notice and maintained in Seller's computer. The caller shall be given the ticket number for future reference.
- 1.4 After receipt and preparation of the Notice, the Call Center will determine from the database provided and updated by Buyer whether Buyer has underground facilities in the specific area and the Call Center will notify Buyer when Buyer's facilities appear to be present in such area identified in the Notice.
- 1.5 The Notice will be transmitted via Seller's data network to Buyer. Notices will be transmitted by priority; first: Emergency and then, all non-emergency Notices.
- 1.6 At approximately 12:01AM of each day, the Seller shall transmit a Daily Audit to the Buyer's receiving station. The Audit will provide a list of ticket numbers including the transmitted sequence in addition to identifying each ticket type (i.e., Emergency, Standard Notice, and Cancellation) from the previous day.
- 1.7 When the Call Center is called after normal operating hours, a recording will advise the caller that the Call Center is closed for routine business and that if the request is not an Emergency Notice, the caller should contact the Call Center during normal business hours. Seller may also make available an online ticket processing product for non-Emergency notices. Seller shall, at request of Buyer, once receiving an Emergency Notice, contact Buyer if Buyer has indicated that it has facilities in that area and only outside of Buyer's business hours.

2. EQUIPMENT.

- 2.1 The Call Center shall utilize, among other processes, a primary telephone number to receive incoming calls for proposed excavation (1-800-257-7777 and 811). Seller shall arrange for communication facilities that will provide a sufficient number of consecutive lines to handle incoming calls for proposed work.
- 2.2 Seller shall provide a voice recording capability to record all incoming voice calls concerning notices for proposed work. Seller shall retain the original recordings for a minimum period of six (6) years. The recording shall identify the date and time of each such recording. Recordings of conversations involved in litigation shall be provided as requested to Buyer at Buyer's expense.

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- 2.3 Buyer is responsible for supplying and maintaining compatible receiving equipment and/or software as approved by Seller. Buyer shall notify Seller of any action concerning additions to, relocations of, and disconnections of receiving equipment and/or software at least fourteen (14) days prior to such actions. If Buyer receives transmissions via e-mail pursuant to this Agreement, Buyer acknowledges that Seller has no control over third party telecommunications networks, servers, or the Internet when providing such service. Delays and disruptions of transmissions over such networks are acknowledged to be beyond the control of Seller and Buyer. Seller does not guarantee or warrant the availability or reliability of telecommunications networks or other networks beyond its control. Buyer expressly assumes responsibility to confirm that all information sent through the Internet (tickets by sequence number, audits, etc.) is received.
- 2.4 Buyer shall furnish to Seller the telephone numbers and email addresses of Buyer's receiving locations to verify requests and for verbal communication in the event of an equipment and/or software failure. Buyer shall update this information when necessary.
- 2.5 Buyer shall be individually responsible for all costs and expenses incurred in the establishment, operation, and maintenance of equipment and/or software on Buyer's premises to receive notices of proposed work transmitted by the Call Center, including without limitation, the cost of providing, leasing, renting or utilizing telephone, and other communications or computer equipment.

3. INFRINGEMENT (Ownership of Information and Data).

Buyer will not sell, transfer, give or advise any entity not a party to this Agreement the Information sent to Buyer by Seller. Buyer may, however, direct Seller to deliver Information under this Agreement to an agent of Buyer for the limited purpose of enabling Buyer to fulfill its duties under the law in any applicable jurisdiction. If a violation of this Section occurs, Seller, at its sole discretion, may assess liquidated damages (but not as a penalty) since damages would be difficult to calculate against Buyer of Twenty-five Dollars (\$25.00) for each locate request or other information deemed by Seller to be impermissibly transferred under this Agreement, in addition to any other rights that may exist under law or equity.

4. INSPECTION OF WORK.

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- 4.1 Seller shall provide records or other documentation regarding inquiries, investigation or claims relative to Buyer's underground plant. Buyer shall pay a reasonable fee for this service.
- 4.2 Buyer or its representatives shall have the right to visit the Call Center during normal operating hours.

5. INDEPENDENT CONTRACTOR.

- 5.1 In the performance of the work provided by this Agreement, it is understood and agreed that Seller shall be and remain an independent contractor.
- 5.2 All persons furnished by Seller, including subcontractors, shall be considered solely Seller's employees or agents and Seller shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from such persons when required by law.

6. LIABILITY, INSURANCE, INDEMNITY, LITIGATION.

Seller shall maintain, during the term of this Agreement thereof, all insurance required by law, including but not limited to:

- A. Workers' Compensation insurance as prescribed by the law of the state in which the work is performed.
- B. Employer's Liability insurance with limits of at least Five Hundred Thousand and no/100 Dollars (\$500,000) each occurrence.
- C. Comprehensive General Liability insurance (including but not limited to product liability and contractual liability coverage), with limits not less than Five Million and no/100 Dollars (\$5,000,000) combined single limits for both bodily injury and/or property damage for anyone (1) occurrence.
- D. Professional liability (errors and omissions) on a claims-made basis with limits of not less than Five Million and no/100 Dollars (\$5,000,000) and not more than Three Hundred Thousand and no/100 Dollars (\$300,000) deductible per claim.

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7. SOFTWARE.

During the term of this Agreement, Seller grants Buyer a license to use any of Seller's proprietary software required for performance of this Agreement and shall not make any charge to Buyer for the use of such Proprietary software. Seller may develop additional special software at Buyer's request and Buyer shall pay Seller a fee to develop such special software as requested by Buyer. The fee for such custom developmental work shall be determined and agreed upon in advance between Seller and Buyer. It is acknowledged that Seller is in the business of developing software at Seller's own expense for One Call Centers. Buyer shall have no other rights in or rights to use any such software developed by Seller prior to this Agreement at Seller's expense without a license from Seller except as provided in this Agreement. It is understood and agreed, however, that the unique database created for Buyer under the terms of this Agreement is the sole property of the Buyer. Further, each party hereto agrees to make diligent efforts to protect the confidential information of the other party.

8. TERM OF AGREEMENT.

8.1 This Agreement shall become effective on the date signed and shall continue in full force and effect for five years from the date of this Agreement. In the event that either party wishes to terminate this Agreement or to renegotiate its terms, a written notice must be given by that party to the other at least one hundred and eighty (180) days prior to the first expiration date of this Agreement which is at the end of its fifth full year. If no written notice is provided by either party, this Agreement shall be automatically renewed for another five-year term. Thereafter, this Agreement may be terminated or renewed in accordance with the terms of this paragraph.

8.2 This Agreement may be terminated in whole or in part in writing by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and after giving the defaulting party written notice and providing thirty (30) days notice to cure. In the event of default or threatened default by either party of the terms and conditions of this Agreement then the non-defaulting party shall have the right to obtain specific performance of this Agreement in addition to any other rights and remedies it may have at law or in equity together with the attorney's fees, costs and expenses to enforce this Agreement.

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9. NOTICES.

9.1 Any notices or demands made under the terms of this Agreement or any statute shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail and addressed to the respective parties as follows:

To Buyer:

Name – please print

Title

Address

Phone Number

City, State and Zip Code

Email Address

To Seller:

One Call Concepts, Inc.
Matt Ruddo
Director, Client Relations
7223 Parkway Drive
Suite 210
Hanover, MD 21076
(410) 782-2025

and to,

Jennifer Arroyo
General Manager
Miss Utility
7223 Parkway Drive
Suite 210
Hanover, Maryland 21076
(410) 782-2101

9.2 Such Notice or demand shall be deemed to have been given or made when sent under the above conditions.

9.3 The above addresses may be changed at any time by giving thirty (30) days prior written notice as provided above.

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10. PUBLICITY.

- 10.1 Seller agrees to give notice to Buyer when any advertising, sales promotion, press releases or other publicity matters relating to the material furnished or the services performed by Seller under this Agreement substantially mention Buyer's name and/or marks.
- 10.2 Buyer and Seller agree that they will not disclose the terms of this Agreement to any third party or non-signatory of this specific Agreement.

11. REPORTS AND PAYMENT.

- 11.1 In consideration of the undertaking of Seller and the performance of the work as herein set forth, Seller shall be reimbursed by submitting monthly bills to Buyer in amounts computed, per schedule of prices listed herein, for each transmission of every type.
- 11.2 Payment is due when rendered. Buyer agrees to pay, for each thirty (30) day period Buyer's payment is late, an additional two percent (2%) late charge assessed on the total outstanding balance for each billing period.
- 11.3 No third-party billing is allowed unless agreed to in writing by Seller.
- 11.4 Seller shall make available standard reports through the ITIC (Internet Ticketing application) to meet Buyer reporting needs. Non-standard customized reports shall be made available by the Seller for a reasonable fee upon mutual agreement of the parties of the fee and prior to implementing the report.
- 11.5 Seller shall enter into the computer system and provide one copy of the initial Buyer provided databases. Seller will perform an annual update to existing Buyer databases, if requested by Buyer, at no charge. Buyer shall pay a reasonable fee for additional updates beyond those listed. If Buyer requests any additional copies of its databases, on any media whatsoever, Buyer shall pay a reasonable fee for this service.
- 11.6 Notwithstanding anything herein to the contrary, Seller reserves the right to increase pricing to Buyer on a pro-rata basis with other owners of facilities that use the Call Center to indemnify Seller from unanticipated or increased expenses incurred by Seller in the performance of services under this Agreement and resulting from regulatory assessments, tariffs or other increases in cost that Seller

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incurs as a result of any order, rule or regulation of the Federal Communications Commission, the Maryland Public Service Commission, Federal law or other regulatory authority, statutory authority or court having competent jurisdiction over such issues.

12. SCHEDULE OF PRICES.

- 12.1 The “number of transmissions” refers to combined total of all transmissions including those with a sequenced number, including retransmissions and cancellations, delivered to the Buyer in the current or future area serviced by the Call Center.
- 12.2 Price per transmission delivered each year by the Call Center to Buyer: One and 06/100 Dollar (\$1.06). However, annually, the Seller may increase the price per transmission by the lesser of (i) three percent (3%) or (ii) the increase in the Consumer Price Index for the Greater Baltimore-Washington Metropolitan Region.
- 12.3 Surcharge for voice only service is two and 50/100 dollars (\$2.50) per call. Voice only service is not available for more than twenty (20) transmissions per month. Buyer is required to have automated equipment if transmission volume is more than forty per month.
- Surcharge for fax only service is one and 00/100 dollars (\$1.00) per call. Fax only service is not available for more than twenty (20) transmissions per month. Buyer is required to have automated equipment if transmission volume is more than twenty (20) per month.
- 12.4 Research and/or litigation support: Seventy-Five and no/100 Dollars (\$75.00) per hour (includes written documentation) portal to portal.
- 12.5 Database revision, reproduction, or manipulation: Seventy-Five and no/100 Dollars (\$75.00) per hour (includes written documentation), four-hour minimum. Routine maintenance defined as work of one hour or less duration shall be at no charge.
- 12.6 Technical support on behalf of Buyer, its agents or third parties performing services, directly or indirectly, for Buyer shall be charged at the rate of One Hundred Fifty and no/100 Dollars (\$150.00) per hour with a four (4) hour minimum. Seller may require a deposit against the work to be performed in one-hour minimum billable units.

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- 12.7 A surcharge of ten cents (\$.10) per ticket transmission will be charged to establish a Miss Utility Escrow Account to be used for advertising or other promotional costs. Seller shall not receive a fee for providing this service and does not guarantee the surcharge will remain constant during the life of the agreement.
- 12.8 The Ticket Check® system is provided pursuant to Maryland law for Maryland users. The current price for Ticket Check® is an additional six cents (\$0.06) for every transmission received from the Call Center, including any and all types of re-transmissions. The user of the Ticket Check® system will receive a no-response, or a subsequent no-response ticket, on every appropriate day during the life of the ticket that a response has not been received by the automated system. Each and every no-response subsequently delivered will be at the same price as original tickets and will bear the additional Ticket Check® fee. No advertising fees will be accumulated for these types of notices. The price for the Ticket Check® system is not guaranteed.
- 12.9 Enhancements to any call center process required by the users of the Miss Utility system or the requirements of the Maryland Public Service Commission or the State of Maryland will be implemented and shared pro-rata among all the facility owners who use the Call Center.
- 12.10 Buyer agrees that it will use the ITIC (Internet ticketing application) process for processing locates either for itself or by its agents. Seller may at its sole discretion assess a Three and no/100 (\$3.00) fee for any locate request not processed through ITIC. ITIC terms and conditions are provided through the Internet at www.missutility.net.
- 12.11 Seller may in its sole discretion; charge Buyer a Two Percent (2%) late fee on any outstanding balance including previously assessed late fees. Any balance that remains unpaid after thirty days (30) from the original billing date is deemed to be late.

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13. MISCELLANEOUS.

- 13.1 This Agreement supersedes all prior agreements between and among the parties hereto regarding the subjects addressed herein and all prior and concurrent agreements are merged herewith, there being no other agreements except as expressed herein.
- 13.2 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Maryland.
- 13.3 Neither Seller nor Buyer shall be held responsible for any delay or failure in performance hereunder caused by fire, embargoes, requirements imposed by Government regulation, civil or military authorities, and acts of God or by the public enemy or other similar causes beyond such party's control.
- 13.4 This Agreement shall constitute the entire agreement between the parties and may not be modified or rescinded except by writing and signed by both parties.
- 13.5 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be unenforceable in any respect, such unenforceability shall not affect any other provisions of the Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions never had been contained herein.
- 13.6 This Agreement may not be assigned without the prior written consent of Seller.
- 13.7 Buyer's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this Agreement. Buyer's failure to exercise any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies or options.
- 13.8 The headings of the clauses contained herein are inserted for reference purposes only and not a part of this Agreement and in no way define, limit or describe the scope of this Agreement or the intent of any portion thereof.

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SIGNATURE PAGE

For Buyer:

(Company Name)

(Authorized Signature)

(Print Name)

(Title)

(Date)

For Seller:

One Call Concepts, Inc.
(Company Name)


(Authorized Signature)

Jennifer Arroyo
(Print Name)

General Manager
(Title)

09/05/2024
(Date)