

INDEMNITY AGREEMENT

This indemnity agreement ("Agreement") is made on _____, by and between _____ ("Member"), whose address is _____, and MISS DIG System, Inc., a Michigan non-profit corporation ("MISS DIG").

Recitals

- A. Member receives excavation notices from MISS DIG pursuant to MISS DIG Act, Act 174 of Public Acts of 2013, MCL 460.721, et seq. and wants to limit the number of such notices it receives to the specific areas in which Member likely has facilities;
- B. Member has requested that MISS DIG assist in developing more specific maps for the Member thereby limiting the receipt of excavation notices to areas where Member likely has facilities ("Mapping"); and
- C. Member is entering into this Agreement to induce MISS DIG to assist Member in developing the Mapping and/or to create, with Member's review and approval, the Mapping.

Agreements

In consideration of MISS DIG assisting Member with Member's Mapping, Member and MISS DIG agree as follows:

- 1. Member acknowledge and agrees that it has provided MISS DIG with information on the location of Member's facilities and that MISS DIG is acting solely and in reliance on Member's information regarding the location of Member's facilities.
- 2. Member shall indemnify, protect, defend, and hold harmless MISS DIG from and against (1) any and all claims, actions, suits, demands, and controversies, whether groundless or otherwise, and (2) any and all liabilities, losses, damages, costs, charges, counsel fees, and other expenses of every nature and character that MISS DIG may later suffer, incur, be put to, or pay, for any reason whatsoever associated with the Mapping, inclusive of the use of the Mapping for sending excavation notices to Member.
- 3. Member acknowledges and agrees that it will provide MISS DIG with accurate information in the format required by MISS DIG on the location of Member's facilities and that MISS DIG is acting solely and in reliance on Member's information regarding the location of Member's facilities. Member acknowledges and agrees that when MISS DIG notifies Member that the Mapping is ready for Member to review and approve, that that Member shall use the Member's Mapping account to verify placement and that such process shall continue until Member verifies that the Mapping is accurate and complete; furthermore, Member shall comply with any and all MISS DIG approval requirements before the Mapping will become active. If any part of the Mapping is later found to be incorrect or defective in any manner, Member will immediately inform MISS DIG so that

corrections may be made, as needed; the cost for making any such corrections shall be the responsibility of the Member

4. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties to this Agreement. This Agreement, however, shall not be assignable by Member without the prior written consent of MISS DIG. The parties acknowledge and agree that MISS DIG has authority to receive the code that creates the Mapping and also has authority to add the code for the Mapping to Member's account at MISS DIG. .
5. The parties acknowledge and agree that Article IV of the MISS DIG Membership Agreement is incorporated by reference in this Agreement and Member and MISS DIG further agree that all disputes under this Agreement shall be resolved in accordance with Article IV of the MISS DIG Membership Agreement; Member acknowledges that the MISS DIG Membership Agreement is available for review on the MISS DIG website and that Member has been afforded the opportunity to review the MISS DIG Membership Agreement.

The parties have executed this Agreement as of the date listed on the first page of this Agreement.

MISS DIG:
MISS DIG System, Inc., a Michigan nonprofit corporation

By: _____
Bruce Campbell, CEO

Member:

By: _____

Its: _____