



SERVICE AGREEMENT

(Intrastate Service Not Subject to Tariff)

Customer Name	Dig Safe Systems, Inc.	Main Billing Tel. No:	888-344-7233
and address:	331 Montvale Ave, Woburn, MA 01801	Agreement No.	

Services. Customer agrees to purchase from the undersigned Verizon company ("Verizon" or the "Company") the service identified in Exhibit A, attached to this Service Agreement, and in any Addendum expressly made a part hereof (the "Service") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and/or other governmental approvals required to provide the Service under the terms hereof. The Service will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit and Addenda attached to or made a part hereof. "Agreement" refers collectively to the Service Agreement, Exhibit A and any Addenda.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Service.

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038, with a copy to Associate General Counsel, Verizon Business Marketing and Product Development, 22001 Loudoun County Parkway, Ashburn, VA 20147. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties. (b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions. (c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control. (d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, or does not receive any governmental or regulatory approval required by law in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction. (e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Service provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party. (f) Except as otherwise required by applicable law or regulation, the Service provided hereunder may not be resold by Customer.

Limitation of Liability. The terms and conditions that shall apply in connection with these Service, and the rights and liabilities of the parties, shall be as set forth herein. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of the Service, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibit attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

Dig Safe Systems, Inc. (Customer)

Verizon New England, Inc.

By _____
Name/title _____
Date _____

By _____
Name/title _____
Date _____



EXHIBIT A

Verizon company name: Verizon New England, Inc. (referred to in this Exhibit as "Verizon")

State: Massachusetts

Customer name: Dig Safe Systems, Inc.

Agreement No.:

1. Price, Services and Quantity Commitments.

a. Customer agrees to purchase the following Service from Verizon at the rates set forth below for the Service Period identified below, plus applicable taxes and surcharges, which must be paid within 30 days of invoice and prior to service being provided.

811 Consolidated Service Fee (nonrecurring)

\$ 29,450

Additional charges may be required if suitable facilities are not available to provide Service at any locations, or if any additional work, services, or quantities of Service are provided, for example because of a change in calling boundaries. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current rates. Verizon will perform any work subject to the additional charges only upon mutual written agreement of the parties.

b. 811 Dialing Service ("811") utilizes a three-digit local dialing arrangement, terminating to a Customer-provided number for access to advance excavation notice services. The 811 code was assigned for this purpose pursuant to the Sixth Report and Order, released March 14, 2005 by the Federal Communications Commission in CC Docket No. 92-105 (and could be recalled in the same way), which specifies that such calls be delivered to a number provided by the relevant 811 subscriber that is not a toll call for the party dialing the number (i.e., either a toll-free (8XX) or local number). If charges are required to re-route the call to the terminating number, they will be cared for by the use of a Customer-provided toll-free number.

c. 811 is a custom call-routing application. It provides the calling party an easy-to-remember three-digit dialing code with call delivery to established 811 subscribers. Calls placed using 811 are automatically routed to the 811 subscriber's terminating number, which Customer has agreed to provide in the form of either a toll-free number or a local number whose local calling area covers all of the locations to which the Service are provided under this Agreement. Customer shall provide Verizon with this number in advance so that Verizon may properly translate its Central Office Switches. 811 does not provide Caller ID information on a real-time basis. Customer is responsible for redirecting or otherwise handling 911 and other calls misdialed or misrouted as 811 calls. This Agreement covers calls originating on lines terminating in a Verizon switch (i.e., originating and terminating within the same LATA); it does not cover 1+, 0+, 0- operator-assisted, 101XXXX, or inmate calls. (Note that Verizon cannot direct other phone companies, including wireline, wireless or coin providers as to whether and how they should handle 811.) Customer shall provide sufficient terminating number paths to its toll-free or local terminating number so as to not clog nor impair Verizon's network. If Customer requires a change to the terminating numbers, additional charges may apply.

e. The Company assumes no liability for any issue arising from the fact that, in some 811 applications, physical call routing boundaries may not match exactly with the boundary of the subscriber's requested service area, e.g., county boundaries. In these cases, calling parties could have access to another county and/or areas provider instead of their own county and/or area. Workaround arrangements may be required to properly route traffic due to differences in switch type, switch software, and the subscriber's terminating telephone number. The Company assumes no liability due to Caller ID/Automatic Number Identification (ANI) information being unavailable or incorrect due to these workarounds.

2. Service Period. Customer shall purchase 811 for a period of sixty (60) consecutive months following (a) the execution of this Agreement, (b) installation of 811 (if not previously installed and cutover), and (c) receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of 811 under the terms hereof.

3. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics. Verizon's offering of 811 to Customer also is conditioned on Customer's representation that it has been authorized by appropriate state authorities to receive and respond to 811 calls from the public within the areas contemplated by this Agreement, and that Customer has obtained all licenses, authorizations, and other prerequisites necessary to provide that service, and will at all times comply with all applicable laws and regulations.

b. WARRANTY DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR



PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

c. Liability. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company occurring in the course of furnishing service or other facilities ("Service Problems") and not caused by the negligence of the Customer, or by the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed 1/1824th (the number of days in the 5 year term of this Agreement) of the 811 Consolidated Service Fee, multiplied by each day during which the Service Problem giving rise to liability continues (the "Pro Rata Amount").. The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the facilities provided by the Company. Neither the Company nor any concurring, connecting or other participating carrier shall be liable for any act or omission of another company or companies furnishing a portion of such service. The Company is not responsible to the Customer, authorized user, joint user, sharer of service or patron of a reseller for damages arising out of Service Problems or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by terminal equipment, except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company will not exceed the Pro Rata Amount. The Company is not responsible to the Customer, authorized user, joint user, sharer of service or patron of a reseller for injuries or damages to persons or property arising from the existence of Customer-provided power supply.

c. Service Continuation. This Agreement will continue on a month-to-month basis after the sixty (60)-month Service Period, until it is either (i) replaced by a new agreement or tariffed service arrangement or (ii) terminated by either party on sixty (60) days notice.

d. Miscellaneous. The company reserves the right to discontinue the Service (without limitation), immediately, without notice, if interruption of Service is necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement must (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator in accordance with the rules of the American Arbitration Association at a mutually agreed upon location. No demand for arbitration (or action in the case of a claim relating to indemnification or equitable relief) may be brought more than two years after the cause of action accrued. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement and shall not have authority to award relief in excess of what this Agreement provides, to award punitive damages, or to order consolidation or class arbitrations.

5. Locations. The Service shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties; additional charges may apply. Any change in these locations will necessitate a charge, which charge will be developed on an individual-case basis.

[insert list of locations]

[tab for more lines]

