

**TERMS AND CONDITIONS OF SALE
UTILIVAC VE-75 PRODUCT LINE OF UTILISCOPE CORP.**

SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONAL ON BUYER'S ASSENT TO TERMS AND CONDITIONS ON THE FACE SIDE HEREOF AS WELL AS THOSE FOLLOWING. ANY DIFFERENCE OR ADDITIONAL TERMS IN BUYER'S PURCHASE ORDER OR ELSEWHERE ARE EXPRESSLY OBJECTED TO, REJECTED AND SHALL HAVE NO LEGAL EFFECT. THE AGREEMENT BETWEEN SELLER AND BUYER SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS CONTAINED HEREIN. BUYER AGREES NOT TO RE-SELL THE LICENSED PRODUCT(S) WITHOUT WRITTEN PERMISSION FROM THE SELLER.

1. PARTIES; PRODUCTS. UTILISCOPE CORP. is the "Seller," the purchaser of any of Seller's products is referred to as the "Buyer." The Utilivac VE-75 System and all components, parts and supplies associated with the Utilivac VE-75 System are referred to as the "Licensed Product(s)."

2. LICENSING. THE LICENSED PRODUCT(S) IS/ARE PATENTED TECHNOLOGY.

a. NON-COMPETING FIRMS. For individuals, firms, or entities that DO NOT compete, directly or indirectly, with InfraMap Corp., UTILISCOPE CORP., in exchange for the purchase by Buyer of the Licensed Product(s), hereby grants a non-exclusive, non-transferable, revocable, limited license to use the Licensed Product(s) for any purpose not otherwise excluded by this Agreement. There is no fee for this License. The Buyer may not sell, assign, or otherwise transfer the Licensed Product(s) without the express, written consent and permission of UTILISCOPE CORP. If Buyer sells, assigns, or otherwise transfers the Licensed Product(s), without the express, written consent and permission of UTILISCOPE CORP., such action shall constitute a breach of this Agreement and UTILISCOPE CORP. may immediately terminate this License. After written demand from UTILISCOPE CORP., Buyer must immediately return the Licensed Product(s). Buyer shall forfeit the purchase price, or any portion thereof, by virtue of the above-described breach.

b. COMPETING FIRMS. Individuals, firms, or entities that compete, directly or indirectly, with InfraMap Corp., may be subject to an additional License Fee. The License described in section 2.a. is inapplicable to firms who compete, directly or indirectly, with InfraMap Corp. Please contact UTILISCOPE CORP. for further details.

c. COSTS AND EXPENSES. In any dispute over the terms of the License Agreement described in sections 2.a. and 2.b., the substantially prevailing party shall be entitled to recover its costs and expenses incurred in connection with the dispute, including reasonable attorneys' fees.

3. PRICE POLICY. Orders are accepted only at the prices (in U.S. dollars) and on the other terms shown in this Agreement. All prices are F.O.B. shipping point. No salesperson or any other person has authority to reduce Seller's prices or vary its terms without express written approval signed by an officer of Seller.

4. TAXES. Prices shown do not include any federal, state, or local taxes; all taxes shall be added to prices shown and Buyer agrees to pay same.

5. DUTIES. Prices shown do not include any duties, customs costs, or other charges, which may be applicable to foreign shipments. It shall be Buyer's responsibility to pre-pay or reimburse Seller for same at seller's option.

6. PAYMENTS TERMS. Terms of payment are subject to modification by Seller. Buyer agrees to make prompt payments of invoices due in accordance with Seller's approved terms, whether for complete or partial shipment.

7. LATE CHARGE. A late payment service charge equal to 1.5% per month or the maximum charge allowed by applicable law, whichever is lower, shall be assessed on all amounts not paid when due.

8. DELINQUENCY; COLLECTION. In the event Buyer fails to pay for any shipment when due, or should Buyer's account become otherwise delinquent, or in the event of Buyer's bankruptcy or insolvency, or in the even of Buyer's breach of this Agreement, then in any such event Seller may, at its option: (i) terminate any or all existing sales contracts; (ii) refuse to ship or deliver Products under this or any other order; and/or (iii) avail itself of any other an further remedies available to it at law or in equity. Buyer agrees to pay all costs of collection, including reasonable attorney's fees.

9. DELIVERIES. Dates of delivery are Seller's estimates only and are not guaranteed. No order will be made to ship in a specified time unless in writing by an officer of Seller.

10. SHIPMENT; CLAIMS BY BUYER. Seller's responsibility to Buyer for shipment ceases upon receipt from carrier of a bill of lading or other receipt for Products. Buyer agrees to examine and inspect each shipment of Products for any damage, defect, or shortage promptly upon receipt of such shipment; all claims for damage, defect, or shortage prior to shipment must be made in writing and must be received by Seller at its principal business location in Richmond, Virginia, within seven (7) days after receipt of Products by Buyer. Failure of Seller to receive such written notice of any claims within such time shall be deemed an unconditional acceptance of the Products by Buyer and waiver by Buyer of all such claims.

11. EXCUSE OF PERFORMANCE. Seller shall not be liable for any failure of or delay in performance of orders or contracts directly or indirectly caused by causes beyond the Seller's reasonable control; Seller may suspend delivery hereunder whenever any event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the Products.

12. BUYER'S CANCELLATION; RETURNS. Buyer may not cancel any orders except upon prior written approval of Seller. In the event of cancellation, Buyer shall pay Seller for all expenses, whether direct or indirect, incurred by seller in connection with the Products ordered plus a reasonable projection for Seller's profit thereon, all as reasonably determined by Seller. Buyer shall be granted a period of seven (7) business days from [receipt of shipment] of the Products to test their use and application. If prior to the expiration of such time, Buyer determines that it is not satisfied with the Product for any reason, Buyer shall notify Seller in writing of same and shall within two (2) days thereafter return to Seller, at Buyer's expense, the Product in the same condition as received by Buyer. Except as provided in this Paragraph 11, Buyer may not return any Products unless Seller has first given its written approval thereof. Seller's acceptance of returned Products shall be subject to Seller's inspection. No return will be accepted unless shipped prepaid. A handling and restocking charge of 20% of the original purchase price shall be assessed on all returned Products, except for Products returned in accordance with the aforesaid seven (7) day inspection period.

13. PRODUCT CHANGES. Seller reserves the right to change its own specifications and/or Product descriptions without any obligation or liability, and to change prices and deliveries as necessary to reflect such changes.

14. CONFIDENTIAL INFORMATION. In the event Buyer receives proprietary or confidential information of Seller, Buyer shall retain same as confidential and it shall not be disclosed to any third party without the prior written consent of Seller. Seller retains all rights to any invention; discovery, improvement, or patent relating to the Products delivered pursuant hereto.

15. LIMITED WARRANTY. As its sole and exclusive warranty, Seller warrants to Buyer (i) title to the Products (ii) the aluminum and steel components of the Vacuum generating assembly (main assembly) to be free from defects in material and workmanship under normal use and maintenance for three (3) years, and (iii) all other Products, except consumable items such as filter/exhaust bags and air lance nozzles and gaskets, to be free from defects in material and workmanship under normal use and maintenance for a period of 365 days from the date of shipment. Seller's obligation hereunder shall be limited (at Seller's option) to repair or replace F.O.B. point of manufacture any such Products determined by Seller to be defective, AND SUCH REPAIR OR REPLACEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO BUYER, WHETHER REMEDY IS SOUGHT BASED UPON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. If such remedy is desired, Buyer shall notify Seller in writing of any defect for which remedy is sought within thirty (30) days after the appearance of the defect, and Buyer shall, at Buyer's

expense, return all such Products to Seller. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY MADE BY SELLER, AND SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE HAS BEEN DISCLOSED TO SELLER. This warranty is not transferable by Buyer and does not extend to any damages due to misuse, misapplication, accident, abuse, neglect, normal wear and tear or deterioration, Buyer's or the end-user's negligence, unauthorized application, usage modification or alteration, or improper installation or maintenance.

16. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWN TIME, CLAIMS OF THIRD PARTIES AND INJURIES TO PERSON OR PROPERTY) BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, (AND SELLER'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR PART OF SUCH PRODUCTS ON WHICH SUCH LIABILITY IS BASED).

17. SUCCESSORS, ASSIGNABILITY. The responsibilities and rights created herein shall be binding upon the parties and their respective heirs, personal representatives, successors and assigns; provided, however, that Buyer shall not assign its right hereunder without the prior written consent of Seller, and any such assignment shall be void.

18. MISCELLANEOUS. These Terms and Conditions of sale constitute the full understanding of the parties, a complete allocation of risks between them, the entire and only agreement between them concerning the sale of Products, and a complete and exclusive statement of the terms and conditions of their agreement. Such agreement shall be deemed a Virginia contract, the validity, interpretation and performance of which, and any dispute connected with which shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. THE PARTIES CONSENT AND AGREE THAT, FOR ALL CLAIMS AND CAUSES OF ACTION ARISING IN CONNECTION WITH PRODUCTS SHIPPED HEREUNDER, JURISDICTION AND VENUE SHALL LIE IN THE COUNTY OF HANOVER, VIRGINIA. No change or modification of any term or condition herein shall be effective unless made in writing and signed by a duly authorized officer of Seller.