

ITIC AND IMAP TERMS AND CONDITIONS

In order to subscribe to and use the services of Miss Utility and ITIC or IMAP, you must read the following and agree to be bound by the terms and conditions in this use agreement. Using the username and password provided, indicates your acceptance of these terms and conditions. If you do not agree, do not use the username and password provided.

The services provided by Miss Utility are based upon information you provide. You should download, read and understand all of the instructions for entering in information at the site. By accepting the terms of this agreement you agree to (a) download, read and follow all of the instructions for entering information into ITIC, (b) provide accurate, complete and current information when prompted during the registration process, and (c) maintain and update your information to keep it accurate, complete and current.

I am an authorized representative of my company and on behalf of my company, agree to the following:

1. My company will submit a completed locate request on Miss Utility ITIC web site. In addition, as a representative of my company, I have downloaded, read and agree to comply with the current policies and procedures of the "ITIC" program. I understand that failure to follow these guidelines may result in termination of my participation in the ITIC program without notice. I understand that Miss Utility will email a copy of every transmitted locate request I enter on ITIC. I will receive the email(s) at the email address that I registered with ITIC. It is the responsibility of me and my company to review the information for accuracy and contact Miss Utility with any discrepancies.
2. My company, having been accepted into the IMAP Program, will enter, review and approve completed database polygons on the website designated for the IMAP Program. In addition, as an authorized representative of my company, I certify that I have completed the required training. I have read and agree to comply with the current policies and procedures of the "IMAP" program. I understand that failure to follow these guidelines may result in termination of my participation in the IMAP program without notice.
3. I agree to contact the Miss Utility center orally by telephone at 1.800.257.7777 (Western Shore Maryland and Washington, DC.), with any emergency, correction or cancellation requests. As a new user of ITIC, I understand that my tickets will be suspended for review by a Miss Utility Center Representative. Thus I understand that there may be a delay in the release of my ticket(s) to the member facility owners.
4. One Call Concepts, Inc. (OCC) reserves the right to change or terminate the "ITIC" Program at any time. Either Miss Utility or the Participant may choose to cancel this Agreement at any time.
5. By using the username and password provided, I acknowledge on behalf of my company that OCC has no control over third party telecommunications networks, servers on the Internet, all of which are used in providing the ITIC service. I further acknowledge that delays and disruptions of other transmissions over such networks are completely beyond the control of OCC. I understand and agree that OCC does not guarantee the availability or reliability of such telecommunications networks beyond its control.
6. By using the username and password provided, I agree on behalf of my company to release, remise and forever discharge, for itself and its predecessors, principals, agents, successors, and assigns, OCC and any of its agents, employees, successors and assigns of and from all claims, demands, damages, actions,



causes of action or suits at law or in equity, of whatsoever kind or nature, for or because of any tickets, reports or other information that OCC attempts to transmit to me through the use of e-mail over the Internet.

7. I acknowledge that my use of ITIC to access the Miss Utility Center is at my sole risk and agree that the service and information provided are without warranty of any kind by OCC.
8. I acknowledge that my use of IMAP to manage my Miss Utility Center database is at my sole risk and agree that the services and information provided hereunder are without warranty of any kind by OCC.
9. I agree that under no circumstances, including negligence, will OCC or any of its affiliates, the directors, officers or employees, or any third party be liable for any direct, indirect, incidental, special or consequential damages that result from my use of or my inability to use ITIC and Miss Utility services. I acknowledge that this limitation applies to all content information or other services available through the Miss Utility Center, and whether or not OCC has notice of the possibility of such damages and whether or not circumstances giving rise to such damages may have been within the control of OCC.
10. I agree that the ITIC and IMAP Services and all of the content of this Site and the information you receive from the Miss Utility Center is the property of OCC or others. You may not reproduce, transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the ITIC Services, the content or the information in any manner without the express written consent of OCC. "Miss Utility," its logo, and "ITIC" and other trademarks found at the Site are the property of OCC. Any unauthorized use is strictly forbidden.
11. This Agreement is governed by the laws of the State of Maryland, without respect to its choice of law rules. I agree to be subject to the personal jurisdiction of the state and federal courts of Maryland, for any action arising out of or related to your use of the Services or the Site. This Agreement, the ITIC Contract and the following Procedures for Locate Requests via "ITIC" and/or IMAP written procedures constitute your entire understanding of the Agreement relating to the Services.

