

**INFRA-METALS CO.
CUSTOMER EXTRANET SITE POLICIES AND TERMS OF USE**

Infra-Metals Co. ("Infra-Metals Co.") has developed a password-controlled extranet site (the "Extranet Site") that allows our customers ("you") to view account information relating to their purchases of steel products and processing services from Infra-Metals Co., such as open order information, delivery status, mill test reports, etc. The following are the terms and conditions of use of the Extranet Site ("Terms of Use"). Infra-Metals Co. will allow you to access the Extranet Site by the use of your special user identification ("Login ID") and password ("Password"). By logging in to or otherwise accessing the Extranet Site, you confirm that you are eligible to access the Extranet Site and that you have read, understood and agree to observe and be bound by all of these Terms of Use, as may be amended from time to time by Infra-Metals Co..

1. Introduction.

Infra-Metals Co. provides the Extranet Site to enable convenient communication between Infra-Metals Co. and its customers. As the owner of the Extranet Site, Infra-Metals Co. reserves the right to modify these Terms of Use, at any time and from time to time, with or without notice.

2. Passwords and Security

Infra-Metals Co. will provide you with a Login ID and Password for your access to the Extranet Site. You are responsible for maintaining the confidentiality of your Login ID and Password and for all activities that occur under your Login ID and Password. You agree to notify Infra-Metals Co. immediately of loss, misplacement, theft or other misappropriation of your Login ID or Password and any actual or suspected unauthorized use of the Extranet Site. You further agree to log out of the Extranet Site at the end of each session. Infra-Metals Co. will not be liable for any loss or damage arising from your failure to comply with the requirements stated in these Terms of Use. Login ID and/or Password are subject to periodic change as deemed necessary or desirable by Infra-Metals Co..

3. Privacy and Data Collection

Infra-Metals Co. may record each instance that your Login ID and Password are used to access the Extranet Site and the time and duration of each session of your use of the Extranet Site. Infra-Metals Co. may also record information regarding your access to and use of the Extranet Site. Infra-Metals Co. will not disclose information provided by you regarding your customer base, customer profile or other demographic information to advertisers and vendors of Infra-Metals Co.. In addition, Infra-Metals Co. will not provide your email address to any entity that is not our subsidiary or affiliate. However, your email address and other personal information as provided on the Extranet Site will be available for other users of the Extranet Site.

4. Conduct

As a condition of your continuing use of the Extranet Site, you hereby agree that you will use the Extranet Site only for the purpose of conducting business with Infra-Metals Co.. You will not use the Extranet Site for any purpose that is unlawful or for any purpose not expressly authorized by these Terms of Use. The Extranet Site is provided to customers of Infra-Metals Co. only for exchanges of information and other uses related to Infra-Metals Co.. You may not use the Extranet Site for personal use or business use unrelated to Infra-Metals Co.. Any improper or unauthorized use of the Extranet Site is expressly prohibited, and Infra-Metals Co. reserves the right to suspend or terminate, without prior notice, any use of the Extranet Site for any unauthorized purpose.

Any unauthorized access, modification or change of any information on the Extranet Site, or any interference with the availability of or access to the Extranet Site is strictly prohibited.

Infra-Metals Co. is not responsible for any messages, data, text, photographs, graphics, video and other materials or information transmitted via the Extranet Site, whether posted for general viewing or transmitted privately (collectively, "User Content"), except for Owner Content (as defined below) posted by Infra-Metals Co.. You are solely responsible for all User Content that you transmit via the

Extranet Site or that is transmitted via the Extranet Site using your Login ID and Password. If you upload, post, send a message or otherwise transmit any User Content or if any User Content is uploaded, posted, sent or otherwise transmitted using your Login ID and Password, you are responsible for its compliance with these Terms of Use. Infra-Metals Co. reserves the right to monitor, screen, remove, delete, edit and otherwise control User Content. Infra-Metals Co. does not, however, accept responsibility for the truthfulness, accuracy or suitability of any User Content. Under no circumstances will Infra-Metals Co. be liable in any way for any User Content, including errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, e-mailed, sent or otherwise transmitted via the Extranet Site.

You agree not to use the Extranet Site to:

- (i) upload, post, e-mail, submit or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, discriminatory, harassing, tortious, defamatory, vulgar, profane, pornographic, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or offensive;
- (ii) impersonate any person or entity;
- (iii) disguise the authorship or origin of any User Content;
- (iv) upload, post, e-mail, submit or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information);
- (v) upload, post, e-mail, submit or otherwise transmit any User Content that infringes, misappropriates or violates any patent, trademark, trade secret, copyright or other proprietary rights of any person;
- (vi) upload, post, e-mail, submit or otherwise transmit any User Content constituting unsolicited or unauthorized advertising, promotional materials,

bulk mail, "junk mail," "spam," "chain letters," or any other form of unauthorized solicitation;

- (vii) upload, post, e-mail, submit or otherwise transmit any User Content that contains any viruses, spyware, Trojan horses, time bombs, software locks, drop-dead devices, malicious logic, worms, trap doors or any other harmful computer code, files or programs designed or intended to modify, delete, damage, disable, deactivate interrupt, destroy, limit or otherwise adversely affect the functionality, performance, safety, security or privacy of the Extranet Site or any computer software or hardware or telecommunications equipment connected to the Extranet Site;
- (viii) interfere with or disrupt any computer software or hardware (including servers or networks) or telecommunication equipment connected to the Extranet Site;
- (ix) permit any unauthorized use of or access to the Extranet Site or any computer software or hardware (including servers or networks) or telecommunications equipment connected to the Extranet Site; or
- (x) "stalk" or otherwise harass another user or collect or store personal data about other users.

Infra-Metals Co. reserves the right to immediately suspend or terminate, without prior notice, the rights of any customer or user that it believes, in its sole discretion, is using an account or whose account is being used (i) to disseminate any User Content prohibited by these Terms of Use or (ii) in any manner not expressly authorized by these Terms of Use.

5. Ownership of User Content

Any User Content transmitted via the Extranet Site shall become the property of Infra-Metals Co..

6. Intellectual Property Rights

Infra-Metals Co. is and at all times shall remain the sole and exclusive owner or primary licensee of, and will retain all right, title and interest in and to, the Software (as defined below) and all Owner Content, and all intellectual property rights in or to any of them. Infra-Metals Co. hereby grants to you a temporary, revocable, non-transferable and non-exclusive right and license to use the Extranet Site and object code of the Software strictly in accordance with these Terms of Use. You shall not copy, modify, create a derivative work of, disassemble, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the Software or Owner Content, either directly or indirectly through your representatives, agents, employees, independent contractors or anyone else accessing the Extranet Site using your Login ID and Password. You agree not to modify the Software or Owner Content in any manner or form, or to use modified versions of the Software or Owner Content for any purpose whatsoever, including, but not limited to, obtaining unauthorized access to the Extranet Site. You agree not to access the Extranet Site by any means other than the interface that Infra-Metals Co. provides you for use in accessing the Extranet Site.

“Owner Content” means all text, images, sounds, files, videos, designs, animations, layouts, color schemes, “look and feel”, trade dress, concepts, methods, techniques, process and data used in connection with, displayed on, or collected from or through the Extranet Site that is posted or provided by or on behalf of Infra-Metals Co..

“Software” means all computer programs and computer code used for, with or on the Extranet Site, excluding any software programs owned by third parties.

Except for the limited license to use the Extranet Site as expressly provided herein, nothing herein or on the Extranet Site shall be deemed or construed as granting or conferring any right, title or license under any intellectual property right of Infra-Metals Co., including but not limited to any right in the nature of trademark or copyright of Infra-Metals Co. or any third party, whether by estoppel, implication or

otherwise. All brands and names appearing on the Extranet Site are, at all times shall remain, the sole and exclusive property of their respective owners.

7. Indemnity

To the fullest extent permitted by applicable law, you shall indemnify, defend and hold harmless Infra-Metals Co., its direct and indirect parents, affiliates and subsidiaries, and all of their respective shareholders, directors, officers, agents, employees, successors and assigns, from and against any and all claims, demands, actions, causes of action, suits or other proceedings and any damages, fines, penalties, judgments, settlements, awards, losses, costs, expenses (including reasonable attorney's fees) and liabilities of any and every kind and nature whatsoever, directly or indirectly arising out of, relating to, or resulting from: (i) any User Content that you upload, post, e-mail, submit or otherwise transmit via the Extranet Site or that is uploaded, posted, e-mailed, submitted or otherwise transmitted through the Extranet Site using your Login ID and Password, or (ii) any violation by you of these Terms of Use.

8. Use and Storage

Infra-Metals Co. may establish general practices and limits concerning the use of the Extranet Site. Infra-Metals Co. disclaims any responsibility or liability for the deletion or failure to store any messages and other communications or other User Content uploaded, posted, e-mailed, submitted or otherwise transmitted or maintained by the Extranet Site. Infra-Metals Co. shall have the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Infra-Metals Co. may (but is not required to) store and preserve User Content in accordance with established policies and may disclose it if required by law or in the good faith belief that such disclosure is reasonably necessary or appropriate to (i) comply with the legal process, (ii) enforce these Terms of Use, (iii) respond to claims that any User Content violates the rights of third parties, or (iv) protect the rights, property and personal safety of Infra-Metals Co., its direct and indirect parents, affiliates and subsidiaries, and all of their respective shareholders, directors,

officers, agents, and employees successors and assigns. Infra-Metals Co. may transmit and store User Content over various networks, computer servers and other technological means, and Infra-Metals Co. may modify User Content to conform and adapt it to technical requirements of connecting networks or devices.

9. Termination

Infra-Metals Co. may, without prior notice, suspend or terminate your Password, Login ID or any other use of the Extranet Site and remove and discard any of your User Content upon your violation of these Terms of Use. Upon termination of your business relationship with Infra-Metals Co., your Password, Login ID and any other use of the Extranet Site shall be terminated. You acknowledge and agree that Infra-Metals Co. shall not be liable to you or any third party and you hereby waive, release and discharge Infra-Metals Co. from any damage, loss, cost, expense or liability of any and every kind and nature arising out of, relating to or resulting from any termination or suspension of your access to the Extranet Site.

10. Links and Advertising

The Extranet Site may provide, or third parties may provide, links to other websites. Infra-Metals Co. is not responsible for the availability of such external sites, and neither endorses nor assumes any responsibility for any content, advertising, products, services or other materials on or available from such websites. Infra-Metals Co. is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website. All consideration (monetary or non-monetary) received by Infra-Metals Co. on account of the placement or sale of advertisements, endorsements and sponsorships on the Extranet Site will belong solely to Infra-Metals Co..

11. Disclaimer of Warranties

You expressly acknowledge and agree that your use of the Extranet Site is at your sole risk. Infra-Metals Co. attempts to ensure that the information provided or otherwise displayed on the Extranet Site is secure and accurate. However, the

Extranet Site and its contents are provided on an “as is, as available” basis. Infra-Metals Co. assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any of your User Content or settings.

INFRA-METALS CO. EXPRESSLY DISCLAIMS AND BY YOUR USE OF THE EXTRANET SITE YOU HEREBY WAIVE, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE EXTRANET SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COMPLETENESS AND NON-INFRINGEMENT. Without limitation to the foregoing, Infra-Metals Co. makes no warranties that (i) the Extranet Site will be uninterrupted, timely, secure or error-free, (ii) the results that may be obtained from the use of the Extranet Site will be accurate or reliable, (iii) the quality of any products, services, information or other material you purchase or obtain through the Extranet Site will meet your expectations, and (iv) any errors in the Software will be corrected.

12. Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT INFRA-METALS CO., ITS DIRECT AND INDIRECT PARENTS, AFFILIATES AND SUBSIDIARIES, AND ALL OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF INFRA-METALS CO. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING FROM (I) YOUR USE OF OR INABILITY TO USE THE EXTRANET SITE, (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR OTHER USER CONTENT, (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE EXTRANET SITE, OR (IV) ANY OTHER MATTER RELATING TO THE EXTRANET SITE. Without limiting the generality of the foregoing, Infra-Metals Co. specifically disclaims, and you expressly waive any liability for the cost of procurement of substitute goods and services resulting from

any goods, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Extranet Site.

13. General

These Terms of Use govern your use of the Extranet Site and constitute the final and entire agreement between you and Infra-Metals Co. relating to your use of the Extranet Site, superseding any and all prior understandings or agreements, whether written or oral, between you and Infra-Metals Co. regarding the subject matter hereof. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third party content or third party software. Infra-Metals Co.

Infra-Metals Co. reserves all available legal and equitable rights and remedies. These Terms of Use shall in no way be deemed or construed as a limitation or waiver of any other rights or remedies Infra-Metals Co. may possess.

The failure or delay of Infra-Metals Co. to exercise or enforce any right, power or privilege under these Terms of Use shall not constitute a waiver of such right, power or privilege. No single or partial exercise of any right, power or privilege under these Terms of Use shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. Any waiver of these Terms of Use, to be valid and enforceable, must be in writing and signed by an authorized officer of Infra-Metals Co..

Whenever possible, each provision of these Terms of Use shall be interpreted in such manner as to be legal, valid and enforceable under applicable law. If any provision of these Terms of Use is finally determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be severed and deleted from these Terms of Use and replaced with a provision that is legal, valid and enforceable to the fullest extent of applicable law, and the other provisions of these Terms of Use shall not be affected thereby, but shall remain in full force and effect.

You shall not transfer, assign, sublicense or sublease your use of the Extranet Site or any part thereof to any third party without the prior written consent of Infra-Metals Co.. Any transfer, assignment, sublicense or sublease without such consent shall be null and void and without any legal force or effect whatsoever.

The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

These Terms of Use shall be enforced, construed and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws or choice of law rules. BY USING THE EXTRANET SITE, YOU IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY UNITED STATES FEDERAL OR CALIFORNIA STATE COURT SITUATED IN LOS ANGELES COUNTY, CALIFORNIA IN ANY SUIT, ACTION, CAUSE OF ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING FROM THE EXTRANET SITE OR THESE TERMS OF USE. You hereby waive, to the fullest extent permitted by applicable law, any objection that you may now or hereafter have to such jurisdiction or to the laying of the venue of any such suit, action, cause of action or proceeding brought in such a court and any claim that such suit, action, cause of action or proceeding has been brought in an inconvenient forum.

YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, CAUSE OF ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, RELATING TO OR RESULTING FROM THE EXTRANET SITE, YOUR USE THEREOF OR THESE TERMS OF USE AND THE ENFORCEABILITY OR VALIDITY THEREOF, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.
