

TERMS OF USE

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III. Disclaimer and Limitation of Liability

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IV. Modification and Termination of This Agreement

AM may modify this Agreement, terminate this Agreement, terminate your access to all or part of the Site, or suspend any user's access to all or part of the Site, at any time, without notice to you, with or without cause. You may terminate this Agreement at any time by (1) reporting to AM your desire to discontinue use of the Site, (2) destroying all materials received from the Site or reflecting your account information, and (3) discontinuing use of the Site. This Agreement is not assignable, transferable or sub-licensable by you without prior written consent by AM. AM may assign this agreement in whole or part without notice to you.

V. Compliance with Laws and Regulations

In addition to the terms and conditions of this Agreement, by accessing the Site you agree to comply with and assume responsibility for non-compliance with all laws, regulations, and rules applicable to the access or use of any of the content of the Site, including and without limitation, all applicable export and privacy laws. You further agree to comply with AM's Code of Business Conduct as set out on ArcelorMittal's website at <http://usa.arcelormittal.com/What-we-do/Supplier-resources/Terms-and-conditions>.

Certain products produced by AM, as well as technology or software associated with these products, may be subject to export controls under the U.S. Export Administration Regulations (15 CFR §§ 730-774) or the International Traffic and Arms Regulations (22 CFR § 120 ET. SEQ.) based on their specific design, characteristics or end use. By accepting these products, technology or software, Company agrees that it will (1) not directly or indirectly export, re-export, transship, transfer, transmit or release products, technology or software without obtaining the necessary export licenses, re-export authorizations or other governmental approvals required by law and (2) it will notify AM in writing of applicable export classification prior to releasing any Company export controlled products, technology or software to AM. Company also agrees that, in addition to complying with other applicable import and export statutes and regulations no direct or indirect (through a third country) transactions, including the exportation or importation of products, technologies, or services or financial transfers will take place between U.S. Persons and any country, nationals, entities or individuals, wherever they may be, sanctioned by the U.S. Government without the appropriate U.S. Government license. COMPANY SHALL HOLD AM HARMLESS FROM ANY CLAIMS SUFFERED BY COMPANY OR AM AS A RESULT OF ANY VIOLATION OF THE ABOVE PROVISION.

VI. Confidentiality of Account Information and Materials on Site

All content on the Site, including all files, images, text, software, and data, is to be maintained in confidence by you.

AM shall provide Company unique login credentials and passcode(s) to access the Services. Company is responsible for maintaining the confidentiality of the credentials and will be solely liable for all activities that occur under Company's login identification credentials. Company shall immediately notify AM of any unauthorized use of any credentials and shall immediately change any affected passcode(s). Company agrees to access the Services in a secure manner in compliance with AM's reasonable standards established from time to time which currently require Company's use of web browsers utilizing the appropriate level of encryption. AM, in its sole discretion, may specify connectivity standards to access the Services when applicable. The credentials of companies not meeting these standards may be terminated or suspended at any time.

VII. Miscellaneous

This Agreement shall be governed by the laws of the State of **Alabama** ("the Chosen State") without giving effect to any choice or conflict of law or rule (whether of the Chosen State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Chosen State, provided, however, that disputes concerning patent, federal trademark, or federal copyright matters shall be governed by federal law. You consent to jurisdiction in the Chosen State. AM's failure to strictly enforce any right against you shall not constitute a waiver thereof. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect. This represents the full understanding of the parties with respect to this subject matter.

VIII. Definitions

- 1.1. "Authorized User" means a user who is authorized by Company to utilize the Services.
- 1.2. "Services" means the services and Services software accessed or used by Company pursuant to this Agreement.
- 1.3. "Participants" means Company and Authorized Users.