TERMS OF SERVICE

1. SERVICES

1.1   Performance. Subject to the terms and conditions of this Agreement, ICT shall provide the Service to Customer during the Term, and Customer may access and use the Service for the sole purpose of managing inventory, production and quality control for its manufactured concrete or steel fabricator business. Additionally, Customer may permit its employees and contractors (each, a "User") to access and use the Service solely for the benefit of Customer's internal business purposes, provided, however, that Customer shall be responsible for ensuring that access to and use of the Service by Users is in accordance with the terms and conditions of this Agreement.

1.2   Service Levels. ICT shall perform the Services in accordance with ICT's then current Service Level Agreement.

1.3   Proprietary Rights.   Customer acknowledges ICT's proprietary rights in the Service and associated documentation and shall protect the proprietary nature of the Service and associated documentation. ICT retains all right, title and interest in and to the Service and associated documentation. If Customer suggests any new features, functionality or performance for the Service that ICT subsequently incorporates into the Service (or any other software or service), Customer hereby acknowledges that (i) ICT shall own, and has all rights to use, such suggestions and the Service (or any other service) incorporating such new features, functionality, or performance shall be the sole and exclusive property of ICT; and (ii) all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon ICT. Customer shall not disassemble, decompile, reverse engineer, modify, transcribe, store, translate, sell, lease, or otherwise transfer or distribute the Service or its associated documentation, in whole or in part, without prior authorization in writing from ICT. In the event of any breach of this Section 1.3, Customer agrees that ICT will suffer irreparable harm and shall therefore be entitled to obtain injunctive relief against Customer.

2. ICT OBLIGATIONS

2.1   Security. Customer and Users will comply with all ICT rules and regulations and security restrictions in connection with use of the Service. Each User will be assigned a unique User identification name and password for access to and use of the Service ("User ID"). Customer shall be solely responsible for ensuring the security and confidentiality of all User IDs. Customer acknowledges that it will be fully responsible for all liabilities incurred through use of any User ID and that any transactions under a User ID will be deemed to have been performed by Customer. Use of any User ID other than as provided in this Agreement shall be considered a breach of this Agreement by Customer.

2.2   Customer Information. Customer grants to ICT a non-exclusive license to copy, use and display any and all personally identifiable data, information or communications sent, or entered by Customer and/or Users while accessing the Service ("Customer Information") solely to the extent necessary for ICT to provide the Service to Customer. Customer acknowledges that ICT exercises no control whatsoever over the content of the Customer Information and it is the sole responsibility of Customer, at its own expense, to provide the information, and to ensure that the information Customer and Users transmit or receive complies with all applicable laws and regulations now in place or enacted in the future. Customer shall not and shall not knowingly permit Users to, provide Customer Information that: (a) infringes or violates any intellectual property rights, publicity/privacy rights, law or regulation; (b) is defamatory, harassing, abusive, harmful to minors, obscene or pornographic; (c) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (d) is materially false, misleading or inaccurate. ICT may take whatever remedial action it determines in its sole discretion is appropriate if Customer Information violates these restrictions, including, but not limited to, immediate suspension or cancellation of the Service. ICT is under no obligation, however, to review Customer Information for accuracy, potential liability or for any other reason.

2.3   Data Retention. Customer agrees that ICT's obligation to keep or maintain any Customer Information obtained in the course of performance of the Service shall not extend beyond the expiration of thirty (30) days following the termination of this Agreement. ICT will provide a copy of Customer Information in the hosted format upon termination or expiration of the Agreement (at Customer's expense), provided that Customer requests such copy, in writing, within ten (10) days following the termination of this Agreement.

2.4   Data Collection. ICT shall have the right to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any non-personally identifiable data or information (including, without limitation, Customer Information) resulting from Customer's and User's access and use of the Service ("Blind Data"). To the extent that any Blind Data is collected by ICT, such Blind Data shall be solely owned by ICT and may be used by ICT for any lawful business purpose without a duty of accounting to Customer, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data. Without assuming any obligations or liabilities of Customer, ICT agrees to use commercially reasonable efforts to comply with the applicable U.S. laws and regulations respecting the dissemination and use such Blind Data.

2.5   Subcontracting. Customer acknowledges that ICT shall have the right to subcontract performance of its hosting services, in which event the service terms provided by any third-party hosting provider (including, without limitation, any service levels that are stricter than the service levels offered by Customer) will be incorporated herein by reference.

3. CUSTOMER OBLIGATIONS

3.1   Hardware. Customer shall procure, install and maintain all equipment, Internet connections and other hardware (other than the hardware constituting the support center maintained at ICT's facilities) necessary for Customer and Users to connect to and access the Service.

3.2   Conduct. Customer agrees:

(i)   not to copy, decompile, reverse engineer, disassemble, attempt to derive the source code, modify or create derivative works of the Service or any Service related documentation;

(ii)   not to upload or distribute in any way files that contain viruses, trojans, worms, time bombs, logic bombs, corrupted files, or any other similar software or programs that may damage the operation of the Service or another's computer;

(iii)   not to use the Service for illegal purposes;

(iv)   not to interfere or disrupt networks connected to the Service;

(v)   not to upload, post, promote or transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature;

(vi)   not to upload amounts of data and/or materials in excess of any limits specified by ICT from time to time and not to create large numbers of accounts or otherwise transmit large amounts of data so as to clog the Service or comprise a denial of service attack or otherwise so as to have a detrimental effect on the Services; and

(vii)   not to upload, promote, transmit or post any material that encourages conduct that could constitute a criminal offence or give rise to civil liability.

ICT may take whatever remedial action it determines in its sole discretion is appropriate if Customer violates these restrictions, including, but not limited to, immediate suspension or cancellation of the Service.

3.3   Additional Costs. Customer will reimburse ICT for actual travel and living expenses that ICT incurs in providing Customer with any service outside the scope of the agreed upon Services.

4.   FEES AND PAYMENTS

4.1   Payments. All payments due to ICT hereunder shall be made in United States Dollars. All payments not made when due shall be subject to late charges of the lesser of: (i) one and one-half percent (1.5%) per month of the overdue amount; or (ii) the maximum amount permitted under applicable law. Customer shall reimburse ICT for all fees and expenses, including reasonable attorneys' fees, ICT incurs to collect, or attempt to collect, amounts owed by Customer to ICT.

4.2   Taxes. Customer shall pay all sales, use and excise taxes relating to, or under, this Agreement, exclusive of taxes based on or measured by ICT's net income, unless Customer is exempt from the payment of such taxes and timely provides ICT with evidence of such exemption.

5.   DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. ICT MAKES NO REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY   MERCHANTABILITY,   OR NONINFRINGEMENT. ICT DOES NOT WARRANT THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

6.   INFRINGEMENT AND INDEMNIFICATION

6.1   Infringement Indemnity. ICT will defend and indemnify Customer against a third-party claim that the Service used by Customer in accordance with this Agreement infringes or misappropriates any third-party intellectual property rights in the United States, provided that: (a) Customer agrees to notify ICT promptly in writing of Customer's knowledge of a claim; (b) ICT has sole control of the defense and all related settlement negotiations; and (c) Customer shall provide ICT with the assistance, information, and authority reasonably necessary to perform such defense. ICT shall

have no liability for any claim of infringement resulting from: (i) Customer's alteration or modifications of the Service without ICT's prior written approval (ii) Customer Information; or (iii) the combination or use of the Service with software, data, or material not furnished by ICT.

6.2   Mitigation/Termination. In the event that some or all of the Service is held or is reasonably believed by ICT to infringe the rights of a third party, ICT shall have the option, at its expense, to: (i) modify the Service to make it non-infringing; or (ii) obtain a license that permits Customer to continue using the Service. If neither of such options can be exercised by ICT on a commercially reasonable basis and the infringing materials materially affect the Service or the ability of ICT to meet its obligations under this Agreement, then ICT may terminate this Agreement and Customer shall be entitled to recover from ICT a portion of the Fee paid to ICT prorated over the remainder of the Term.

6.3   Exclusive Remedy. This Section 6 states ICT's entire liability and exclusive remedy for infringement of third-party intellectual property rights.

7.   LIMITATION OF LIABILITY. IN NO EVENT SHALL ICT BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ICT'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO ICT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO A CLAIM ARISING HEREUNDER.

8.   TERM; TERMINATION

8.1   Termination by ICT for Material Breach. Either Party may terminate this Agreement if the other Party is in material breach hereunder and has not cured the breach within thirty (30) days after written notice specifying the breach.

8.2   Automatic Termination. This Agreement, and all rights and obligations hereunder, shall automatically terminate in the event that Customer breaches any of its obligations under Sections 1.3 or 3.2.

8.3   Termination upon Insolvency. This Agreement may be terminated by a Party immediately and without notice in the event the other Party: (i) admits in writing its inability to pay its debts generally as they become due, (ii) makes a general assignment for the benefit of creditors, (iii) institutes proceedings to be adjudicated a voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it, (iv) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, (v) seeks reorganization under any bankruptcy act, or consents to the filing of a petition seeking such reorganization, or (vi) ceases to do business itself or through a successor.

8.4   Effect of Termination. Upon termination of the Agreement for any reason, Customer's right to use the Service shall immediately cease. Termination of this Agreement shall not relieve either party of any obligation accrued prior to the termination date. Termination shall not effect the obligations of the Parties under Sections 1.3, 2.3, 2.4, 4, 7, 8.4, 9 and 10.

9.   CONFIDENTIAL INFORMATION

9.1   Definition. "Confidential Information" means the Service, its associated documentation, ICT's pricing for the Service, and other information disclosed by ICT under this Agreement that is

labeled or otherwise designated as confidential or that by its nature would reasonably be expected to be kept confidential.

9.2   Exclusions.   Notwithstanding the previous paragraph, ICT's Confidential Information shall not include information that (i) is or becomes publicly available through no act or omission of Customer; or (ii) was in Customer's lawful possession prior to the disclosure and had not been obtained by Customer either directly or indirectly from ICT; or (iii) is lawfully disclosed to Customer by a third party not bound by a duty of non-disclosure; or (d) is independently developed by Customer without access to or use of the Confidential Information.

9.3   Nondisclosure. Customer agrees to hold the Confidential Information in confidence.   Customer agrees not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than performing its obligations or enjoying its rights under this Agreement. Customer agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.   Customer represents that it has, with each of its employees who may have access to any Confidential Information, an appropriate agreement sufficient to enable it to comply with all of the terms of this Section 9.

9.4   Required Disclosure. Notwithstanding the foregoing, Customer may disclose the Confidential Information to the extent that such disclosure is required by law or court order, provided, however, that Customer provides to ICT prior written notice of such disclosure and reasonable assistance in obtaining an order protecting the Confidential Information from public disclosure.

9.5   Termination/Expiration.   After termination or expiration of this Agreement, Customer shall return to ICT any Confidential Information received during the term of this Agreement.

10.   MISCELLANEOUS

10.1   Relationship Between The Parties. This Agreement shall not be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the Parties; nor will either Party hold itself out as an agent, partner, or joint venture party of the other party.

10.2.   Compliance With Law. Each Party shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement.

10.3.   Notice. Whenever notice is required to be given under this Agreement, such notice shall be in writing and shall be delivered personally or by email or facsimile (and promptly confirmed by personal delivery, first class mail, courier or internationally-recognized delivery service), and addressed to the other Party at the Notice Address of such Party, or to such other address as the addressee shall have last furnished in writing to addressor.

10.4.   Waiver. No waiver shall be implied from conduct or failure to enforce rights. No waiver shall be effective unless in a writing signed by both parties.

10.5.   Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remaining provisions of this Agreement shall remain in full force and effect.

10.6.   Assignment. Customer may not assign or delegate any of its rights, interest or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of ICT. The sale of a controlling interest in Customer through a single transaction or a series of transactions shall be deemed an assignment hereunder for which ICT's consent is required. ICT shall be entitled to assign and delegate this Agreement to successors in the event of a merger, acquisition or other change in control. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

10.7.   Governing Law. This Agreement and all claims related to it, its execution or the performance of the parties under it, shall be construed and governed in all respects according to the laws of The Commonwealth of Massachusetts, without regard to the conflict of law provisions thereof. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction located within Essex County in The Commonwealth of Massachusetts.

10.8.   Force Majeure. ICT shall not be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party. Customer acknowledges that the performance of certain of ICT's obligations may require the cooperation of third parties designated by Customer and outside the control of ICT.   In the event such third parties fail to cooperate with ICT in a manner that reasonably permits ICT to perform its obligations, such failures shall be consider as causes beyond the control of the ICT for the purposes of this Section and shall not be the basis for a determination that ICT is in breach of any of its obligations under this Agreement or is otherwise liable. Either Party may terminate at its option this Agreement if any such situation continues for thirty (30) days and prevents the continued performance of this Agreement by the other Party.

10.9   Entire Agreement. This Agreement shall constitute the complete agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. It is expressly agreed that any terms and conditions of any purchase order or similar instrument of Customer shall be superseded by the terms and conditions of this Agreement to the extent that such terms may be in conflict.

10.10.   Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument. Facsimile and electronic signatures (including, without limitation, scanned signatures included as an attachment to an email) shall have the same effect as original signatures.

SERVICE LEVEL AGREEMENT

This Service Level Agreement sets forth the operational standards, support, and response standards provided by International Coding Technologies, Inc., a Massachusetts corporation ("ICT") to its Customers using ICT's Idencia service (the "Service) under the ICT Software as a Service Agreement (the "Service Agreement"). ICT may modify this Service Level Agreement upon thirty (30) days' prior written notice.

A1.   OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE

A1.1   Availability. Except for the scheduled maintenance periods set forth in Section A1.2, the Service is available for online processing 24 hours a day, 7 days a week.

A1.2   Scheduled Maintenance. If necessary, ICT may take the Service offline for maintenance during the following times:
- *Major Scheduled Maintenance:* Saturday 8:00 am to Sunday 8:00 am Eastern Time
- *Minor Scheduled Maintenance:* every day from 12:00 am to 3:00 am Eastern Time

A1.3   Unscheduled Maintenance. If the Service becomes unavailable and requires unscheduled maintenance, ICT shall attempt to post a notice of the unscheduled maintenance on the web pages available to Customer.

A2.   SUPPORT

ICT support will be available Monday – Friday 8:00 am to 5:00 pm Eastern Time, excluding U.S. federal holidays.

A3.   RESPONSE STANDARDS

A3.1   Support Response Times. ICT will respond to requests for support as provided below:

Severity Level	*Initial Response Time*	*Support Obligation*
Severity 1 (The service is inaccessible and/or inoperable)	Within 4 hours (during business hours) of initial notification by Customer to initiate problem determination	Continuous good faith efforts until the problem is resolved or a reasonable work-around is achieved
Severity 2 (Significant problems that degrade the quality of the service)	Within 1 business day of initial notification by Customer to initiate problem determination	Reasonable efforts to correct the reported error
Severity 3 (Problems that minimally affect the use of a non-critical portion of service or are cosmetic in nature)	Within 3 business days of initial notification by Customer to initiate problem determination	Reasonable efforts to correct the reported error as appropriate

A3.2   Limitations. Except as set forth in this Agreement, the support services do not include: (i) visits to Customer's site or (ii) any services for any third party equipment or software. In addition, ICT has no obligation to correct any error resulting from a failure by Customer to implement any third-party software modification or upgrade recommended by ICT.

A3.3   Uptime. ICT will maintain the availability of the Service at least 99% of time during each month (as determined on a monthly average), excluding (i) ICT's scheduled maintenance periods set forth in Section A1.2 of this Service Level Agreement, (ii) any Service unavailability because of Customer's software, hardware, or network connectivity, and (iii) any Internet outages.

A.3.4   Credits. Customer's sole and exclusive remedy associated with ICT's breach of this service level warranty shall be a credit to the benefit of Customer of 1/20 of the monthly fee for each day during which the Tracker system is not available to Customer for more than two (2) hours. The Tracker Service shall be deemed to be not available if (A) the login page is generally unavailable or (B) if users can login but the majority of the material functionality of the Service is not functioning for all users who have access to such functionality.

All service level claims should be communicated to ICT within seven (7) days of the incident. The credit request must include all relevant information, including host name, IP address, full description of the incident, and any logs (if applicable). All service level claims will be issued as credits against future invoices for services. In order to qualify for service level claims, Customer must be current on all payment obligations, and not be in violation of the Service Agreement.

No service level credits will be given for service interruptions (i) caused by the action or failure to act by Customer or Customer's personnel, (ii) due to failure of any equipment or software provided by Customer, (iii) which are the result of scheduled maintenance, (iv) due to a force majeure event; or (v) resulting from Customer's breach of the Agreement.

Total cumulative service level credits during any given month shall not exceed Customer's monthly fee for those Services affected.