

ECIDA Worldwide Business Credit Reports**User Agreement**

Please read carefully the following ECIDA Worldwide Business Credit Reports User Agreement and Terms and Conditions of Use ("Agreement"). This Agreement is entered into between the Erie County Industrial Development Agency ("ECIDA") and the User ("You"). By beginning the ordering process for an ECIDA Worldwide Business Credit Report ("Credit Report") or Coface @rating Credit Opinion ("@rating"), you accept the Terms and Conditions of this Agreement.

ARTICLE 1**ECIDA Services and Website****1.1 ECIDA Worldwide Business Credit Reports**

ECIDA Worldwide Business Credit Reports is an online service providing freshly researched credit information reports as supplied to the ECIDA by the Coface Group and the Graydon Group, and @rating Credit Opinions as researched, written, and supplied by the Coface Group. The ECIDA does not perform research or background information on any companies for which a credit report is requested.

1.2 Website

To order a credit report, you must register a user identification ("User ID") and password. All on-line orders must be placed in accordance with the directions provided. The URL for ECIDA Worldwide Business Credit Reports is <www.ecidany.com/creditreports>. Additional URL's are available upon written request.

ARTICLE 2**Fees and Taxes****2.1 Payment**

An online order form executed by you and electronically submitted to the ECIDA will specify the amount of Credit Reports and/or @ratings you have purchased, and the amount of fees which you must pay electronically to the ECIDA before an order can be submitted.

2.2 Attorney's Fees

You shall be responsible for all reasonable attorneys' fees associated with the enforcement of the Agreement and/or all attorneys' fees due under the Agreement. Any such attorneys' fees shall become due and payable by you upon demand by the ECIDA.

2.3 Taxes

You shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the Terms and Conditions of this Agreement, or arising out of or in connection with the Terms and Conditions, other than taxes imposed based upon the income of the ECIDA ("Taxes"). In the event that such Taxes become due, you agree to pay such Tax payments or to reimburse the ECIDA for such Tax payments on demand.

ECIDA Worldwide Business Credit Reports**User Agreement****ARTICLE 3****Terms and Conditions of Use****3.1 ECIDA Worldwide Business Credit Reports**

The ECIDA agrees to make every reasonable effort to ensure that the Worldwide Business Credit Report webpage is accessible to you on the ECIDA website and/or on any other website locations of which you will be notified by the ECIDA upon written request. The delivery of the website and the delivery of ordered credit reports or @ratings through any method during the ordering process is not guaranteed to be available at all times. You acknowledge and agree that posted delivery times and speeds are only estimates given in business days. You acknowledge and agree that the ECIDA shall not be responsible for any delays or interruption in the delivery of the Website or ordered credit reports, or any burden caused by the delay in delivery of the website or credit reports.

3.2 Credit Reports

You agree and understand that the Credit Reports (i) are based upon subjective determinations; (ii) are subject to obsolescence at varying and unpredictable rates and may therefore not be current or may include subsequent material changes or events; (iii) may not be complete and are not guaranteed; (iv) are subject to periodic changes; (v) may not be immediately available; (vi) may not be available for all companies and businesses; (vii) are confidential and provided to you for your use at your sole risk and liability; and (viii) are proprietary and copyrighted information. You represent and acknowledge that (i) you regularly use data similar to the Credit Reports and are familiar with the rights, conditions and limitations in its use; (ii) the ECIDA, and its subsidiaries and affiliates ("ECIDA Affiliates") shall not bear any responsibility or liability for any business, financial or other decisions made by you based upon the Credit Reports; and (iii) you shall exercise your independent business judgment in making such decisions.

3.3 Website

You shall be entirely responsible for maintaining the confidentiality of the Password and your User ID with the ECIDA and for any and all activities that occur under your User ID, including, without limitation, for any Credit Reports and/or @ratings ordered under such User ID. In addition, you agree to notify the ECIDA immediately of any unauthorized use of your User ID or any other breach of security related to the Website. The ECIDA will not be liable for any loss that you may incur as a result of third party use of your User ID, either with or without your knowledge or permission. You are responsible and liable for losses incurred by the ECIDA due to third party use of your User ID and Password.

3.4 Compliance with Law

You agree to use Credit Reports and @ratings only in compliance with all applicable laws and regulations.

3.5 U.S. Entity

You warrant and represent that you are a legal entity of the United States or Canada. Notwithstanding the foregoing, if you access the Website from a jurisdiction outside the United States or Canada you shall do so entirely at your own risk and shall be solely responsible for compliance with the laws of such jurisdiction.

ECIDA Worldwide Business Credit Reports**User Agreement****ARTICLE 4****Limitation of Liability****4.1 Limitation of Liability**

You agree that the ECIDA's total liability to you shall be limited to the return of the fees paid for the Credit Report and/or @rating upon which a claim is made, and then only to the extent that the information contained in said Credit Report and/or @rating is found to be the primary basis upon which you incurred injury or damage resulting from the furnishing of the Credit Report and/or @rating by the ECIDA. You also agree that the ECIDA shall not be liable for any other damages, costs, or expenses whatsoever, including, without limitation to punitive, exemplary, or consequential damages.

4.2 Credit Reports and @ratings

As to the Credit Reports and @ratings, the ECIDA makes no warranties to you or any third party, express or implied, including but without limitations, any implied warranties of merchantability of fitness for a particular purpose. The Credit Reports and @ratings and delivery of such are provided to you by ECIDA on an "As Is" basis, without any warranty of any kind.

4.3 Warranty

The ECIDA expressly disclaims (I) any warranty of delivery of credit information; (II) any warranty of accuracy, integrations, timeliness, or reliability of the Credit Reports and @ratings and states that said reports as researched and written by Coface or Graydon may contain inaccuracies or typographical errors; (III) any warranty that the ECIDA shall be responsible for any website, software or credit reports and @ratings or portions thereof which contain or may contain material provided by third parties; (IV) any warranty that the website or its servers or software shall operate error-free, continuously or without interruption; or are or will be secure and free of computer viruses or other harmful content; (V) any warranty that the website or its servers or software shall be compatible with other software, operating systems, or website of you or third parties; (VI) any warranty regarding the function or performance of the website or its servers or software; or that the website or its servers or software shall meet your needs or requirements; and (VII) any and all warranties implied from any course of dealing or usage of trade.

4.4 Limitation of Services

Under no circumstances shall the ECIDA or ECIDA affiliates be liable for any indirect, punitive, exemplary, incidental, special, or consequential damages or any damages whatsoever arising out of or in any way connected to the Agreement, including and without limitation, damages for loss of use, data, customers, opportunities or profits arising out of or in any way connected with the use of or performance of the ECIDA website or its servers or software, the delay of use of the ECIDA website or its servers or software, the provision of failure to provide the ECIDA website or its servers or software or for any data or ECIDA services obtained through the website, whether based on contract, tort, strict liability or otherwise, even if the ECIDA has been advised of the possibility of any such damages. These limitations are independent from all other provisions of the Agreement and shall apply notwithstanding the failure of any remedy provided herein. In any event, the liability of the ECIDA under the Agreement for damages relating to credit reports and @ratings shall not exceed the fees paid by you to the ECIDA under the User Agreement with respect to the specific data or transaction which gave rise to the claim.

ECIDA Worldwide Business Credit Reports**User Agreement****4.5 Nature of Use**

Any Credit Report or @rating provided to you is only for informational purposes and use. Under no circumstances will the ECIDA be liable for any damages whatsoever where you apply or rely on Credit Reports or @ratings maximum recommended exposure. You agree that you shall not, under any circumstance, allege or pursue a claim against the ECIDA arising from any circumstance where you have applied or relied on information from a Credit Report or @rating.

4.6 Claims

You agree that you shall not, under any circumstances, allege or pursue any claim against any ECIDA affiliates.

ARTICLE 5**Miscellaneous****5.1 Successors**

This Agreement shall insure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

5.2 Term

The term of this agreement shall continue in force and effect without any fixed date of termination. The ECIDA reserves the right to change the terms and conditions of this Agreement under which services are provided upon ten (10) days notice to you prior to the effective date of such changes. Notice shall appear on the Worldwide Business Credit Reports website.

5.3 Basis for decisions

You shall base all business decisions and actions on your own policies and procedures and acknowledge and agree that ECIDA employees will not render any opinions regarding the Credit Report or @rating.

5.3 Headings

The headings of Articles and Sections have been included herein for convenience only and shall not be considered in interpreting the Terms and Conditions.