

COFANET SERVICES

TERMS AND CONDITIONS OF USE

PLEASE READ CAREFULLY THE FOLLOWING COFANET SERVICES TERMS AND CONDITIONS OF USE (“TERMS & CONDITIONS”), AND INDICATE BELOW WHETHER YOU AGREE OR DISAGREE WITH THE TERMS AND CONDITIONS. THE TERM “YOU” USED THROUGHOUT THESE TERMS AND CONDITIONS REFERS TO YOUR COMPANY.

IMPORTANT: BY INDICATING BELOW THAT YOU “AGREE”, YOU ENTER INTO A LEGALLY BINDING CONTRACT WITH COFACE SERVICES NORTH AMERICA, INC. (“COFACE”) TO OBTAIN COFANET SERVICES SUBJECT TO THE TERMS AND CONDITIONS. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS PLEASE SEEK ADVICE OF AN ATTORNEY. THE TERMS AND CONDITIONS MAY ONLY BE AMENDED OR MODIFIED PURSUANT TO A WRITTEN AGREEMENT WHICH REFERS TO THESE TERMS AND CONDITIONS AND IS SIGNED BY BOTH YOU AND COFACE.

ARTICLE 1

COFANET SERVICES AND WEBSITE

1.1 Cofanet Services. “Cofanet Services” is a service providing credit information reports, @rating credit opinions, monitored @rating credit opinions and customized credit opinions (collectively or individually, the “Credit Reports & Ratings”), and providing credit limits (“Credit Limits”, and collectively with “Credit Reports and Ratings” may be referred to as “Credit Information”). The Cofanet Services and Credit Information may be delivered to you online or via email, fax, U.S. mail or overnight courier. The Credit Information provided by the Cofanet Services is described in the most recent Cofanet Services Credit Information Order Form (“Order Form”) you have executed and submitted to Coface if you are purchasing Credit Reports & Ratings, and on documentation provided by Coface or a Coface affiliate if you are obtaining Credit Limits. Coface may amend the form and scope of the Credit Information from time to time, in its sole and absolute discretion to reflect the Cofanet Services then available. Credit Reports & Ratings shall be purchased by submitting an executed Order Form, and specifying therein an order for one of the following “Packs”: Introductory Pack, Professional Pack, Expert Pack, Custom Pack, and Monthly Pack, any of which may also be designated for a “Distributor” on the Order Form and in such case shall be referred herein as a Distributor Pack. The Packs are described in the Order Form. You may only purchase an Introductory Pack once; other Packs may be purchased more than once. Each executed Order Form accepted by Coface shall become part of the Terms and Conditions and be incorporated herein.

1.2 Website. Your access to obtain the Cofanet Services online shall be in accordance with

the procedures and instructions provided for in the Cofanet User Guide and Cofanet Technical Specifications (“Cofanet Documentation”). Coface has provided you with a user identification (“User ID”) and a password (“Password”) in order to gain access to the Cofanet Services portion of the Coface website at <http://www.coface-usa.com> (“Website”).

ARTICLE 2

FEES AND TAXES

2.1 Credit Report & Ratings. If you are purchasing Credit Reports & Ratings, an Order Form executed by you and submitted to Coface shall specify the type of Pack to be purchased, pricelist of individual Credit Reports and Ratings, the number of users and the payment terms of the fees due for the Pack ordered.

2.2 Credit Limits. If you are obtaining Credit Limits in connection with a commercial trade credit insurance policy purchased from Coface North America, Inc. or Coface North America Insurance Company (“Credit Insurance Policy”) you will not be required to pay a fee to Coface for the Credit Limits nor be required to submit an Order Form.

2.3 Attorney’s Fees. You shall be responsible for Coface’s costs, including reasonable attorneys’ fees, associated with the enforcement of the Terms and Conditions or the collection of any fees due under the Terms and Conditions (“Attorney’s Fees”). Any such Attorney’s Fees shall become due and payable by you upon demand by Coface.

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

ARTICLE 3

TERMS AND CONDITIONS OF USE

3.1 Cofanet Services. Coface agrees to use commercially reasonable efforts to make the Cofanet Services available for access by you at the Website or at such other website location(s) of which Coface shall notify you, but delivery of the Cofanet Services is not guaranteed to be available at all times. You acknowledge and agree that Coface shall not be responsible for any delays or interruption in the delivery of the Cofanet Services. Coface reserves the right to change the terms and conditions under which the Cofanet Services are provided upon thirty (30) days written notice to you prior to the effective date of such changes. In the event that any change to the terms and conditions under which the Cofanet Services are offered materially and substantially affects your rights and obligations hereunder, you may terminate the Terms and Conditions upon twenty (20) days written notice to Coface.

3.2 Credit Information. You agree and understand that Credit Information (i) is based upon subjective determination; (ii) is subject to obsolescence at varying and unpredictable rates and may therefore not be current or include subsequent material changes or events; (iii) may not be complete and is not guaranteed; (iv) is subject to changes made from time to time; (v) may not be immediately available; (vi) may not be available for all companies and businesses, and (vii) is

proprietary and copyrighted information. If you have selected a Pack other than the Distributor Pack, you hereby represent and acknowledge that (i) you regularly use in your business data similar to the Credit Reports & Ratings and are familiar with the rights, conditions and limitations in its use; (ii) Coface, and its parent companies, subsidiaries and affiliates (“Coface Affiliates”) shall not bear any responsibility or liability for any business, financial or other decisions made by you based upon the Credit Reports & Ratings; (iii) you shall exercise your independent business judgment in making such decisions; and (iv) Credit Information is provided to you for your use at your sole risk and liability.

3.3 Website. You shall be entirely responsible for maintaining the confidentiality of the Password and your User ID with Coface and for any and all activities that occur under your User ID, including, without limitation, for any Credit Information ordered under such User ID. In addition, you agree to notify Coface immediately of any unauthorized use of your User ID or any other breach of security related to the Website. Coface 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. You are responsible and liable for losses incurred by Coface due to third party use of your User ID and Password.

3.4 License. As provided for below Coface licenses certain Credit Information to you based on whether you have selected a Pack on an Order Form or whether you are a user of Credit Limits. All copyright and ownership rights in and to the Credit Information are reserved. Nothing in the Terms and Conditions shall be understood as granting, expressly or by implication or estoppel any rights in and to the Credit Information to you except for the limited non-exclusive license granted in this Section 3.4.

(a) If you are a user of Credit Limits in connection with a Credit Insurance Policy Coface hereby licenses you to use the Credit Limits in connection with a Credit Insurance Policy and for no other purpose (“Credit Limit Use”). You agree to only make the Credit Limits available to your employees on a need to know basis. Credit Limits may not be copied electronically or otherwise and may not be disclosed to third parties without Coface’s express prior written permission.

(b) If you selected a Pack other than the Distributor Pack on your Order Form Coface hereby licenses Credit Reports & Ratings (on a non-exclusive basis) to you for your internal use only and you agree to only make the Credit Information available to your own employees on a need to know basis. You shall maintain the confidentiality of all Credit Information to the same degree that you use for handling your own confidential information and data. You may copy the Credit Reports & Ratings either electronically or otherwise, provided you do not disseminate or disclose it in any way to any third party without the prior express written consent of Coface.

(c) If you selected the Distribution Pack on your Order Form Coface hereby licenses the Credit Reports & Ratings (on a non-exclusive basis) to you for resale to your customers (“Customers”) as provided for below:

(i) Resale Agreement. You shall only resell Credit Information to Customers pursuant to a written agreement (“Resale Agreement”) which shall include provisions which are materially and substantially the same as Sections 3.2, 3.4, 3.5, 4.1, 4.2, 4.3, 4.4, 6.2 and 7.2 of the Terms and Conditions. You hereby grant Coface the right to review the Resale Agreement at anytime and to require that you amend or otherwise conform the Resale Agreement consistent with the terms of this Section 3.4.

(ii) Resale Rights. You may resell the Credit Information received from Coface where such Credit Information is delivered to you in a hardcopy format or electronic format via e-mail (“Original”). In addition, you are authorized to make electronic copies or hardcopy printouts of Credit Information provided to you via the Website and make a copies of an Original (“Copies”) and to sell such Copies to Customers. You may not reproduce portion of an Original or Copy, integrate an Original or Copy or part thereof into any other document or report nor alter or edit an Original or Copy in any manner whatsoever, without the express prior written consent of Coface.

(iii) Confidentiality. You agree to only make Credit Information available to your own employees on a need to know basis. You shall maintain the confidentiality of Credit Information to the same degree that you use for handling your own confidential information and data, and shall not disclose or disseminate Credit Information, or any portion thereof, to any third party except as expressly authorized hereunder.

(iv) Information about you. Coface reserves the right to disclose any information about you or your use of the Cofanet Services, without your prior permission, if Coface has a good faith belief that such action is necessary to: (i) conform to legal requirements or comply with legal process; (ii) protect and defend the rights or property of Coface or Coface Affiliates; or (iii) enforce these Terms and Conditions; provided, however, that Coface will promptly notify you of any legal requirement or legal process pursuant to which such information must be disclosed.

3.5 Compliance with Law. You agree to use Credit Information only in compliance with all applicable laws and regulations.

ARTICLE 4

WARRANTY AND LIMITATION OF LIABILITY

4.1 Coface warrants to you that it has the right to deliver the Cofanet Services to you, and as to the Credit Limit only, Coface warrants that the Credit Limits obtained by you hereunder will be accurate for Credit Limits Use. Coface’s sole warranties with respect to the Credit Reports & Ratings or the Cofanet Services are set forth in this Article 4.1.

4.2 CREDIT REPORTS AND RATINGS. AS TO THE CREDIT REPORTS & RATINGS ONLY, COFACE MAKES NO OTHER WARRANTIES TO YOU OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT REPORTS & RATINGS AND DELIVERY OF THE CREDIT REPORTS & RATINGS VIA THE COFANET SERVICES ARE PROVIDED TO YOU BY COFACE ON AN “AS IS” BASIS, WITHOUT ANY WARRANTY OF ANY KIND OTHER THAN THAT EXPRESSED IN SECTION 4.1 ABOVE, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN. WITHOUT LIMITATION, COFACE EXPRESSLY DISCLAIMS (I) ANY WARRANTY OF DELIVERY OF CREDIT INFORMATION; (II) ANY WARRANTY OF ACCURACY, INTEGRATION, TIMELINESS OR RELIABILITY OF THE CREDIT REPORTS & RATINGS AND STATES THAT THE CREDIT REPORTS & RATINGS MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS; (III) ANY WARRANTY THAT COFACE SHALL BE RESPONSIBLE FOR ANY SOFTWARE OR CREDIT REPORTS & RATINGS OR PORTIONS THEREOF WHICH CONTAIN OR MAY CONTAIN

MATERIAL PROVIDED TO COFACE BY THIRD PARTIES; (IV) ANY WARRANTY THAT THE WEBSITE OR ITS SERVERS OR THE 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 SOFTWARE OR COFACE'S SERVERS SHALL BE COMPATIBLE WITH OTHER SOFTWARE, OPERATING SYSTEMS OR WEBSITES OF YOU OR THIRD PARTIES; (VI) ANY WARRANTY REGARDING THE FUNCTION OR PERFORMANCE OF THE WEBSITE OR THE SOFTWARE; OR THAT THE WEBSITE OR THE SOFTWARE SHALL MEET YOUR NEEDS OR REQUIREMENTS; AND (VII) ANY AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

4.3 CREDIT REPORTS AND RATINGS. UNDER NO CIRCUMSTANCES, EXCEPT AS TO THE ACCURACY OF CREDIT LIMITS FOR CREDIT LIMITS USE, SHALL COFACE OR COFACE 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 TERMS AND CONDITIONS, INCLUDING, 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 COFANET SERVICES, SOFTWARE OR WEBSITE, THE DELAY OR INABILITY TO USE THE COFANET SERVICES, SOFTWARE OR WEBSITE, THE PROVISION OR FAILURE TO PROVIDE THE COFANET SERVICES, SOFTWARE OR FOR ANY DATA OR COFANET SERVICES OBTAINED THROUGH THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF COFACE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THE TERM AND CONDITIONS AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. IN ANY EVENT, THE LIABILITY OF COFACE UNDER THE TERMS AND CONDITIONS FOR DAMAGES RELATING TO CREDIT REPORTS & RATINGS SHALL NOT EXCEED THE FEES PAID BY YOU TO COFACE UNDER THE TERMS AND CONDITIONS WITH RESPECT TO THE SPECIFIC DATA OR TRANSACTION WHICH GAVE RISE TO THE CLAIM.

4.4 CREDIT LIMITS. COFACE PROVIDES THE CREDIT LIMITS TO YOU ONLY FOR INFORMATIONAL PURPOSES AND ONLY FOR CREDIT LIMIT USE. THE CREDIT LIMITS SHALL NOT BE A SUBSTITUTE FOR OR MODIFY THE MAXIMUM LIABILITY OR ANY OTHER TERMS AND CONDITIONS PROVIDED FOR IN A CREDIT INSURANCE POLICY. UNDER NO CIRCUMSTANCES WILL COFACE BE LIABLE FOR ANY DAMAGES WHATSOEVER WHERE YOU APPLY OR RELY ON CREDIT LIMITS WHICH EXCEED THE MAXIMUM LIABILITY OR ANY OTHER LIMITS PROVIDED FOR IN A CREDIT INSURANCE POLICY. YOU AGREE THAT YOU SHALL NOT, UNDER ANY CIRCUMSTANCES, ALLEGE OR PURSUE A CLAIM AGAINST COFACE OR ITS AFFILIATES ARISING FROM CIRCUMSTANCES WHERE YOU HAVE APPLIED OR RELIED ON CREDIT LIMITS WHICH EXCEED THE MAXIMUM LIABILITY OR ANY OTHER LIMITS PROVIDED FOR IN A CREDIT INSURANCE POLICY.

4.5 YOU AGREE THAT YOU SHALL NOT, UNDER ANY CIRCUMSTANCES, ALLEGE OR PURSUE ANY CLAIM AGAINST ANY COFACE AFFILILATES.

ARTICLE 5

TERM AND TERMINATION

5.1 Term.

(a) Packs. The term of the Terms and Conditions shall be the term specified for the type of Pack purchased, as indicated below (the, "Pack Term"):

- (i) The Pack Term for an Introductory Pack shall be three (3) months commencing on the date you agree to the Terms and Conditions;
- (ii) The Term for the Professional Pack, Expert Pack, Custom Pack, Monthly Pack and Distributor Pack shall be one (1) year commencing on the date you agree to the Terms and Conditions.

(b) Credit Limits. The term of the Terms and Conditions for Credit Limits shall track the policy period of the Credit Insurance Policy, and shall terminate contemporaneously with the termination date of such policy period.

5.2 Termination.

(a) Either party may terminate the Terms and Conditions upon written notice to the other party (i) as a result of any material breach by the other party of the Terms and Conditions which is not cured within thirty (30) days after written notice from the non-breaching party; or (ii) given and effective immediately if the material breach is not curable. It is agreed by the parties that any failure by you to pay for the Cofanet Services when due shall constitute a material breach which may be cured in accordance with the preceding sentence. Upon the effective date of termination of the Terms and Conditions your access to the Cofanet Services will terminate.

(b) Coface may terminate the Terms and Conditions at any time if you liquidate, dissolve, shall be adjudicated insolvent, file or have filed against you a petition in bankruptcy or for reorganization which has not been discharged within one hundred and eighty (180) days of filing, take advantage of any insolvency act or proceeding, including an assignment for the benefit of creditors, or commit any other act of bankruptcy.

(c) Any termination or expiration of the Terms and Conditions shall not terminate or affect any of your obligations hereunder that arose prior to the termination or expiration. Without limitation, Sections 2, 3.4, 3.5, 3.6, 4, 5.2(c), 6 and 7 shall survive any such termination or expiration of the Terms and Conditions.

ARTICLE 6

INDEMNIFICATION

6.1 Coface Indemnity. Coface shall, at its own expense, defend any third-party action or claim against you based solely a claim that the Cofanet Services or Credit Information, or any portion thereof, infringes a United States patent in existence as of the date of the Terms and Conditions, or a copyright of any third party, so long as you comply with the terms of Article 6.

6.2 Your Indemnity.

(a) Packs (other than Distributor Pack). When selecting a Pack other than a Distributor Pack, you shall indemnify, hold harmless and defend for Coface if the claim of infringement is caused by (i) your misuse or unauthorized modification or amendment of the Cofanet Services, Software or the Credit Information; (ii) your failure to use corrections or enhancements provided by Coface to you; (iii) your unauthorized distribution or use of the Cofanet Services or Credit Information; or (iv) information, direction, specification or materials provided by you or any third party. You shall also indemnify, defend and hold harmless Coface, Coface Affiliates, and their respective employees, representatives and agents, from and against any and all third party claims, demands, loss, damage, liability or expense relating to, in connection with, or arising out of any such claim whereby a third party alleges that it suffered harm or loss relating to, in connection with, or arising out of your use of the Cofanet Services, Software or the Credit Information, or any portion or derivation thereof, other than those claims which are expressly covered by Coface's indemnity in Article 6.1.

(b) Distributor Pack. When selecting a Distributor Pack, Coface will not be liable to or indemnify for you, and you shall indemnify, hold harmless and defend for Coface, if the claim of infringement is caused by (i) your or Customer's misuse or unauthorized modification or amendment of the Cofanet Services, Software or the Credit Information; (ii) your or Customer's failure to use corrections or enhancements provided by Coface to you; (iii) your or Customer's unauthorized distribution or use of the Cofanet Services or Credit Information; (iv) information, direction, specification or materials provided by you or any third party; or (v) your failure to comply with Section 3.4 herein. You shall also indemnify, defend and hold harmless Coface and Coface Affiliates, their respective employees, representatives and agents, from and against any and all third party claims, demands, loss, damage, liability or expense relating to, in connection with, or arising out of any such claim whereby a third party alleges that it suffered harm or loss relating to, in connection with, or arising out of your or Customer's use of the Cofanet Services, Software or the Credit Information, or any portion of derivation thereof.

6.3 Notice. The foregoing rights of indemnification shall apply, provided that the indemnified party promptly, upon learning of a claim of infringement (but in any event with sufficient notice not to cause the indemnifying party to lose its right to defend) notifies the indemnifying party in writing of such claim, and the indemnified party permits the indemnifying party to control the defense and settlement of any third-party claim or action, and cooperates in the defense by the indemnifying party at its expense. If any Cofanet Services, Software or Credit Information or portion thereof is, or in Coface's opinion is likely to be, held to be infringing, Coface shall at its expense and option either (i) procure the right for you to continue using it, (ii) replace it with a noninfringing equivalent, (iii) modify it to make it noninfringing or (iv) direct the return of the Cofanet Services or Credit Information or portion thereof and refund to you the fees paid for same.

6.4 Exclusive Remedy. The remedies in Article 6 constitute your sole and exclusive remedies and Coface's entire liability with respect to the subject matter of this Article 6.

ARTICLE 7

MISCELLANEOUS

7.1 Governing Law. The construction, validity, and performance of the Terms and Conditions shall be governed in all respects by the laws of the State of New York (without giving reference to choice-of-law provisions). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any of the transactions contemplated by the Terms and Conditions.

7.2 Arbitration. Any dispute arising out of or in connection with the Terms and Conditions that cannot be settled through direct discussions between the parties shall be settled by arbitration before three neutral arbitrators (selected from a panel of persons having experience and knowledge of financial services and e-commerce, at least one of which arbitrators shall be an attorney) from the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall be located in New York, New York. Any provisional or equitable remedy which would be available from a court of law (excluding punitive damages) shall be available from the arbitrators to Coface or to you. The prevailing party shall be entitled to reasonable attorneys' fees. Judgment upon the award of the arbitrators may be enforced by any court having jurisdiction thereof. You hereby consent to the non-exclusive jurisdiction of the courts of the State of New York or to any Federal Court located within the State of New York for any action (i) to compel arbitration, (ii) to enforce the award of the arbitrators or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies and to service of process in any such action by registered mail, return receipt requested, or by any other means provided by law.

7.3 Notices. All notices, payments or deliveries called for by the Terms and Conditions shall be deemed sufficient upon actual delivery to Coface Services North America, Inc., 900 Chapel Street, Suite 2, New Haven, CT 06510 and Customer at the address provided in the most current executed Credit Reports Order Form or such address provided by Customer to Coface at the above address.

7.4 Force Majeure. Coface shall not be held liable to you or to any third party for any failure of performance where such failure is caused by conditions beyond Coface's reasonable control, including without limitation, acts of God, acts of war or terrorism, telecommunications or Internet service providers' failures, power losses, civil disturbance, strikes, labor disputes, computer viruses and lawful governmental action.

7.5 Authority and Assignment. The Terms and Conditions shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their respective successors and assigns. You shall not be permitted to assign your rights under the Terms and Conditions without the express prior written consent of Coface.

7.6 Unenforceable Provisions. If any part of the Terms and Conditions are held to be illegal or unenforceable, the validity or enforceability of the remainder of the Terms and Conditions shall not be affected.

7.7 Failure to Exercise. Failure by either party to exercise any right or remedy under the Terms and Conditions does not signify acceptance of the event giving rise to such right or remedy.

7.8 Terms and Conditions Limitation. No joint venture, partnership, employment, or agency relationship exists between Coface and you as a result of this agreement or use of the Cofanet Services.

7.9 Entire Agreement. The Terms and Conditions constitute the entire agreement between the parties and supersede all prior statements, representations, warranties and agreements on this subject matter. The parties agree that any agreement existing between the parties on this subject matter as of the date of the date above is hereby terminated. The Terms and Conditions may only be amended by an agreement executed by you and Coface that refers to the Terms and Conditions.

7.10 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.

[1 March, 2006]