

# VENTURES

QUARTERLY NEWSLETTER FOR SMALL, MINORITY- AND WOMAN-OWNED BUSINESSES

## eCommerce and Small Business: Drafting Web Site Terms of Use Policies

By Brian Darville, Managing Director, Brocadiant IP

**B**y virtue of its worldwide, immediate access, a company's Web site is a critical marketing medium. This reach makes it imperative that a company include a carefully drafted Terms of Use policy that considers the company's business model, the content, functionality and use of the Web site, and which complies with federal and state laws and is enforceable in court as a binding contract. This article explores many of the considerations a company should make when drafting such a policy.

### Enforcing Terms in a Contract

For a contract to be binding there must be an offer, an acceptance and consideration. Generally, terms policies are enforceable either as "click-wrap" contracts (where the user clicks on a dialog box affirmatively agreeing to the policy while simultaneously viewing the policy's terms) or "browse-wrap" contracts (where a link to the policy is prominently displayed and the link states that use of the Web site constitutes agreement). Often, actual assent to the terms is used with subscription or other paid access to Web sites creating a binding contract. Ideally, each page of the site should contain a link to the terms.

### Intellectual Property Statement

The terms should include a provision that site content, broadly defined, is protected by applicable copyrights, trademarks, and other proprietary rights, and that copying, redistribution, use or publication by the user is strictly prohibited except as expressly allowed by another section of the terms. This provision should expressly address the company's ownership of site content, and that its posting of that content does not waive the company's rights. This provision should also state that certain site content may belong to third parties.

### Copyright Notice

Copyright notice should be displayed on each page. For example: © 2010 Apple Inc., All Rights Reserved.

### Limited License; Permitted Uses

The terms should include a non-exclusive, non-transferable, revocable license governing: (a) access and use of the site in accordance with the terms; (b) for internal, personal, non-commercial purposes; and (c) where appropriate, to print certain discreet information solely for such purposes. This provision typically requires maintenance of copyright policies and authorship attribution, and may prohibit use of the printed material in specific ways.

### Restrictions and Prohibitions on Use

The terms should include a clause that expressly sets forth restrictions on use of site content and prohibits specific uses. For example, a clause might prohibit some or all of the following:

- Copying, republishing, distributing or transmitting any portion of the site or its content,
- Using the site or any of its content as part of any information storage retrieval system or database that is offered for commercial distribution,
- Creating compilations or derivative works of the site or its content,
- Using the site or its content in any manner that infringes copyright, trademark or other intellectual property or proprietary rights,
- Removing or obscuring any copyright or other intellectual property or proprietary notice,
- Making any portion of the site or its content available in any other medium,
- Removing or reverse-engineering any site software,
- Using any automatic or other process to harvest data and information from the site,
- Using the site for the purpose of transmitting (a) unsolicited commercial e-mail; (b) e-mail employing deceptive addressing; and (c) unsolicited phone calls or facsimiles or
- Violating any state or federal law, including laws governing e-mail, facsimiles, telephone solicitations, or export control laws.

- Prohibited uses will vary depending upon the company's business, its target audience, and the applicable laws.

### Linking Policy

A linking policy should address the conditions under which a user may link to the site; a prohibition on certain activities (such as pornography) if linking to the site; and an agreement to discontinue linking to the site upon request by the Web site owner.

### Third-Party Content

A clause should be included stating that the company is not responsible or liable for third party content and does not adopt or endorse the views stated in such content.

### Clauses Designed to Limit a Company's Liability

Any terms will include several clauses designed to limit the company's liability in the event a dispute arises. Examples of such clauses include:

- **Unlawful Activity:** Expressly providing that the company has the right to investigate violation of the terms and report any unlawful activities to, and cooperate with, law enforcement officials, regulators and other third parties. Such cooperation might include providing information concerning a user's profile, e-mail addresses, usage history, IP addresses, etc.
- **Limitation of Liability:** The Web site owner will want to include a clause limiting its liability in the event of a dispute with the user. If properly drafted, such clauses are enforced by most courts.
- **Disclaimer of Warranties:** This clause typically will disclaim the following warranties and will include other disclaimers: 1) any express warranties; 2) the implied warranty of merchantability; 3) the implied warranty of fitness for a particular purpose; 4) disclaimer that all information and content is provided "as-is," "as-available," and with "all faults"; and 5) disclaimer that the site and content may contain bugs, errors, or other problems or inadequacies.
- **Indemnification:** The user indemnifies the company for any loss arising out of the user's violation of the terms or use of the site.
- **Contractual Statute of Limitations:** In certain jurisdictions, the terms can provide that any claim arising out of use of the site must be brought within a specific period of time after it accrues. The enforceability of such provisions varies depending upon the applicable jurisdiction.

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# THINK GLOBAL

## Clue in to Culture, Build Your Business

By Tom Finn, Global Leadership Consultant, Tom Finn Associates, Inc.

*The second in a four-part series on “going global” for companies looking to be leaders in one of the most diverse counties in the country.*

**W**hen you travel overseas, do you accept that you could be culturally clueless? Most of us do, knowing that we might not know how to pronounce that French word, or whether we should shake hands with a woman.

Are we just as clueless in our own workplace, where cultural differences abound among our customers and our employees, particularly in Fairfax County?

In more than 25 years of consulting, my research says that we can be clueless, but if we clue in to differences (in race, nationality, age, sexual orientation or others) businesses can profit, and agencies, schools and communities can attract ideas and talent.

What happens if we overlay natural “cultural cluelessness” on organizations? Scores of examples from my customers (see two below) show how easy—and unintentional—it is to drive customers away or demotivate employees.

### “A Bank for White People”

A bank hired a female manager who spoke Spanish. A Spanish-speaking couple came in. They were shopping for a bank.

Manager: *Have you been here before?*

Couple: *No.*

Manager: *What brought you in today?*

Couple: *We heard you had a Spanish-speaker on staff. We never came in before because we thought you were a bank for white people.*

I’m certain the bank didn’t promote itself as “the region’s number one bank for white people!” But that is the image this couple had and so—we must presume—did many other Latinos. The bank was clueless to how many customers it had lost due to its ignorance of the community’s perception.

### “Oh My God, You’re a Completely Different Person”

In a training session I was facilitating, a black female receptionist told the story of taking a work colleague to her church. The colleague was astounded at the change in this woman’s behavior when she saw her in a new context: “Oh my God, you’re a completely different person in church. You’re a leader, you’re confident.” To which the receptionist answered, “Here at work I come in and just go to work.”

People who are in support positions, or people who are from a cultural group not in power positions in your organization, may be leaders in their own communities. You could be clueless to great talent at work where these people feel more like outsiders.

What can we learn from these examples? Imagine the countless ways you or your organization could be unaware of opportunities to grow your business, encourage participation, secure funding or attract great employees. Don’t be clueless. Turn the cultural differences you encounter every day into opportunities!

But, if I am clueless, how do I take advantage of these opportunities?

### Track Culturally

Consider who your customers are by cultural group and expand that definition of “culture”—beyond ethnicity and national origin—to people with disabilities, religious groups, gays and lesbians, foreign language

speakers, different age groups. Track, by group: Who is walking in your door . . . and who is not? Community groups and leaders: Who is coming to your meetings . . . and who is not? Expansion possibilities are almost endless. Also track employees: when tracking by cultural group, note who is at the top and bottom of your organization. Do you know if your employees believe your organization presents opportunity for all?

### Tune in if You’re at the Top

Here is a classic cross-cultural dynamic: If you are a member of a majority cultural group or a group that holds power in a firm, it’s likely you are unaware of the barriers faced by the organization’s minorities or those in the less powerful groups. Accept that, but ask them how they experience your organization or community. Don’t be “a bank for white people.”

### Use Cultural Word of Mouth

Word of mouth (good and bad) is especially prevalent among cultural groups. Impress a cultural network, and you will attract customers, community input and good employees.

### “Mystery Shop” Your Organization Culturally

Mystery shopping is an eye-opening experience. We mystery shopped a health care system and, among other concerns, found employees unable to handle cultural issues, potential legal problems and poor treatment of non-native English speakers.

We can all be clueless to culture. But in this highly diverse county, if you clue in to culture, you’ll pump up your profit, participation and productivity. ■

Tom Finn is a performance improvement consultant for leaders and is the author of “Are You Clueless? Seven Clues to Profit, Productivity, & Partnership for Leaders in a Multicultural World.” His ideas on handling pressure are at [www.life-lineconsulting.com](http://www.life-lineconsulting.com) and on culture at [www.areyouclueless.com](http://www.areyouclueless.com). He can be reached at [tfinnman@aol.com](mailto:tfinnman@aol.com) or 703-709-7947.

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The Fairfax County Economic Development Authority (FCEDA) promotes Fairfax County, Virginia, USA, as a world-class center of commerce and trade and the technology hub of the east coast. The FCEDA assists businesses interested in locating, relocating or expanding their commercial office or industrial operations in Fairfax County. Services are available on a confidential, no-cost basis. As an independent authority created under state law, the FCEDA operates under the direction of seven Commissioners appointed by the Fairfax County Board of Supervisors. Its activities are funded by Fairfax County.

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### FCEDA SERVICES SPOTLIGHT

## FCEDA 8(a) Workshops Continue

**T**he Fairfax County EDA’s 8(a) Workshop Seminar Series is designed to explore growth strategies and opportunities for companies in the Small Business Administration’s 8(a) program, an initiative for small disadvantaged businesses. The workshops have been a success with attendees.

The series’ final workshop, on November 4, is 8(a) Graduation—Maximizing the Value of Your 8(a) Company—and covers what will happen when your company graduates from the 8(a) program. Presenters include (pictured above, left to right): Stephen Coakley, founder and principal, Horizon Consulting; Kevin Learned, chairman, Corporate Practice Group, General Counsel Law Firm; Pat McMahon, chairman, Government Practice Group, General Counsel Law Firm; Kwesi Rogers, president, Federal National Payables; and Bill Nalls, senior vice president, Access National Bank. ■



More information on this and other educational opportunities from the FCEDA, is available at [www.fairfaxcountyeda.org/starting-business-fairfax-county](http://www.fairfaxcountyeda.org/starting-business-fairfax-county).

## Financing Alternatives for Government Contractors

By Richard W. Lewis, Financial Engineering Counselors, Ltd.

**T**he good news: Your company has landed a new government contract that will result in a significant increase in revenues. The Challenge: In order to fulfill this contract, you must commit to additional people (payroll), training, materials and related costs. This commitment must be made in advance of receiving payments from your government customer. Unfortunately, the amount of capital needed to cover your commitments exceeds the balance available on your existing line of credit or your credit card. It also exceeds the amount of cash that could be made available by delaying payments to selected vendors. The nature of this contract might justify issuing new equity or debt. Raising capital can be an expensive, complex task that ultimately may take too long to meet your short-term contract-specific capital requirements.

The U.S. Small Business Administration (SBA) Web site ([www.sba.gov/financing/basics/basics.html](http://www.sba.gov/financing/basics/basics.html)) notes, that “While poor management is cited most frequently as the reason businesses fail, inadequate or ill-timed financing is a close second . . . It is not enough to simply have sufficient financing; knowledge and planning are required to manage it well. These qualities ensure that entrepreneurs avoid common mistakes like securing the wrong type of financing, miscalculating the amount required, or underestimating the cost of borrowing money.”

### Solution: Planning!

Your internal business development forecasting process should alert senior management as soon as possible to situations where raising capital is necessary. This will allow for a proactive review of any significant operational, personnel and financial impacts. Specific terms may be negotiated into the customer’s agreement to dampen these impacts. Such terms may include extended delivery dates, partial payment upon order placement, or progress payments based upon specific benchmarks.

**Existing Bank or Lender**—If your company has an existing line of credit or borrowing arrangement in place, try negotiating an increase with the lender. A responsive lender may provide all of the short-term capital needed until the government agency begins payment. You should be aware that trade-offs of a significantly higher level of credit might involve committing to a new long term deal, additional loan covenants, greater reporting requirements, and/or higher interest rates. In addition, your credit agreement may constrain your ability to take on other types of debt or lease obligations. In any event, it is best to discuss the situation as far in advance as possible and have a full financing/business plan and presentation available. Remember: *lenders hate surprises.*

If your company does not have an accommodating lender, the following alternatives should be considered:

**Factoring**—This is the sale of your invoices, accounts receivable, to a bank or finance company (the “factor”), as opposed to using them as borrowing collateral. The factor will advance a percentage, usually between 75 percent and 90 percent, of the invoice amount to the

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customer; the balance is refundable upon receipt of payment, less interest and transaction costs. Some factors may also provide weekly or mid-month, funding of unbilled accounts receivable, mobilization financing for new contracts, and/or “term loans” for multi-year contracts. The factor will, through the Federal Assignment of Claims provisions, notify your federal customer that the invoice has been financed and is payable directly to them. There are several advantages to factoring; much of the A/R bookkeeping, customer creditworthiness, collections, and credit risk become a shared responsibility with the factor, and the initial approval process can usually be a matter of days.

In addition, because the primary credit criteria is based on your government customer, the federal, state, or municipality, a factor will generally provide financing for start-ups, 8(a), minority, service-disabled veteran-, woman- and Native American-owned contractors, or other companies that may have questions on their credit history. Although sometimes more costly, it is a viable alternative to traditional bank financing because of its increased flexibility. In addition, many factors will provide a “financial support” letter, submitted with the proposal, to the government agency insuring that their institution’s financial strength is behind the client.

**Contract Financing/Purchase Order Financing**—You may be able to negotiate financing based upon your federal government customer purchase order(s). Some lenders provide purchase order (PO) financing based upon your federal customer’s creditworthiness. PO financing is easiest when your products or services are well established. The effectiveness of contract/PO financing in a pre-revenue ramp up situation will be determined by how soon your company can invoice the customer.

**Commercial Financing-Asset-Based Lending**—This is a common type of financing provided by most banks and commercial financial companies. The primary asset used in this type of lending is your company’s accounts receivable, although inventory, fixed assets, and in some instances, intellectual property may be used to collateralize additional long term

financing requirements. With asset-based lending your, as well as your customers’ credit worthiness will determine the percentage of the receivables that will be advanced, usually between 75 percent and 90 percent. Inventory and fixed assets advance rates are most often significantly lower because these are less liquid assets. This financing is almost always provided on a revolving or an ongoing basis, thus the term “revolving credit.”

**Leasing and/or Sale and Leaseback**—These financing alternatives can be used to generate capital from fixed assets that are to be obtained or currently owned by your company, such as computers, equipment, furniture and fixtures, vehicles, and real estate. Your company’s credit standing and the quality of the assets involved will determine the amount of cash that can be raised and the terms under which it is provided.

**U.S. Small Business Administration (SBA) Loans**—There are numerous SBA loan programs to assist small businesses.

The SBA’s primary business loan program, the Basic 7(a) Loan Guaranty, helps qualified small businesses who might not be eligible for loans through normal channels, to obtain financing. This is also the agency’s most flexible business loan program, since financing under this program can be guaranteed for a variety of business purposes. Loan proceeds can be used for most sound business purposes including working capital, machinery and equipment, furniture and fixtures, land and building (including purchase, renovation and new construction), leasehold improvements, and debt refinancing (under special conditions). Loan maturity is up to 10 years for working capital and generally up to 25 years for fixed assets. ([www.sba.gov/financing/sbaloan/snapshot.html](http://www.sba.gov/financing/sbaloan/snapshot.html))

**SBIR (Small Business Innovation Research) and Grants**—SBIR is a federal government program administered by 10 federal agencies for the purpose of helping to provide early-stage research and development (R&D) funding to small technology companies (or individual entrepreneurs who form a company). Periodically, each of the agencies releases solicitations and lists of the R&D topics they may be interested in funding. Companies compete for funding by submitting proposals. Each agency has various needs and you can learn more about them by visiting their sites. Here are the addresses for SBIR information provided by the SBA, DOD, and NIH: [www.sba.gov/sbir/](http://www.sba.gov/sbir/), [www.acq.osd.mil/sadbu/sbir/](http://www.acq.osd.mil/sadbu/sbir/), <http://grants.nih.gov/grants/fundingsbir.htm>.

None of the alternatives mentioned above are mutually exclusive. In many cases, combinations can be very effective. However, there are significant legal and operational differences in these financing arrangements. The terms of some borrowing agreements may limit your ability to take on additional debt and they should be entered into only as part of a coherent financing strategy. ■

For more information, Richard Lewis is available at 703.992.8988, [richard@fecitd.net](mailto:richard@fecitd.net) or online at [www.fecitd.net](http://www.fecitd.net).

# FYI . . .

... **On September 16, the Fairfax County Economic Development Authority presents "Successful Strategies for Government Contracting,"** the first workshop in its new "Procurement Academy," a ten workshop series covering all aspects of the procurement process. Each workshop will feature experts focusing on a different topic. The series runs from September 2010 through June 2011. Information and registration is available at [www.fairfaxcountyeda.org/procurement-academy](http://www.fairfaxcountyeda.org/procurement-academy).

... **The Fairfax County Economic Development Authority (FCEDA)** provides business counseling services through an arrangement with SCORE, an SBA initiative. The counseling sessions are one hour in length, but follow-up appointments may be scheduled as needed. David Krauskopf, an experienced entrepreneur and general manager of profitable privately held companies has direct experience in the software, computer, retail, travel and hospitality industries. For more information and or to schedule an appointment, visit [www.fairfaxcountyeda.org/score](http://www.fairfaxcountyeda.org/score).

... **The Fairfax County Economic Development Authority (FCEDA)**, in partnership with the Virginia Department of Business Assistance (DBA) and the U.S. Small Business Administration (SBA), conducts a free monthly workshop for individuals interested in starting a business in Fairfax County. The workshop provides an overview of start-up basics; DBA workforce service and training programs; and SBA resources, financing and certification programs. Workshops are on the first Tuesday of each month from 7:45 AM-10:30 AM. Pre-registration is required. For more information, including upcoming dates, and to register, visit: [www.fairfaxcountyeda.org/starting-business-seminar](http://www.fairfaxcountyeda.org/starting-business-seminar).

... **Eleven Fairfax County-based companies are among the 500 largest Hispanic-owned businesses in the nation** based on 2009 revenue, according to the June issue of *Hispanic Business* magazine. Here are the 11 Fairfax County companies on the 2010 Hispanic Business 500: 26) MVM, Inc.; 81) MicroTech, LLC; 90) Geologics, Inc.; 112. COmputing TechnologieS, Inc.; 26) Priority One Services, Inc.; 134) SCI Consulting Services, Inc.; 198) Kemron Environmental Services, Inc.; 217) Citizant; 246) Communications Resource, Inc.; 33) Engineering, Management & Integration, Inc.; and 68) MAC Aerospace Corp. For details, visit [www.fairfaxcountyeda.org/pressrelease/eleven-fairfax-county-companies-named-annual-hispanic-business-500-list](http://www.fairfaxcountyeda.org/pressrelease/eleven-fairfax-county-companies-named-annual-hispanic-business-500-list).

... **The Fairfax County Department of Purchasing and Supply Management Agency, Contracts Division,** conducts a free monthly workshop on "Selling to Fairfax County." The workshops are held the third Wednesday of each month. Meet staff from the County's Purchasing department, become familiar with the County's procurement process and discuss upcoming contracting opportunities. All workshops are free of charge and are held at the Government Center Complex, 12000 Government Center Parkway, Fairfax, Virginia, from 8:00 AM-10:00 AM. Remaining 2010 workshop dates are: September 15, October 20, November 17, December 15. For more information or to register, visit [www.fairfaxcounty.gov/dpsm/osb/workshop.htm](http://www.fairfaxcounty.gov/dpsm/osb/workshop.htm), or call 703-324-3201.

... **The National Minority Supplier Development Council (NMSDC)** named Joset B. Wright as its president of the International member based organization. Ms. Wright succeeds Harriet R. Michel, who will retire on June 30 after 22 years at the helm of the corporate membership organization. The overall mission and primary objective of NMSDC is to provide a direct link between corporate America and minority-owned businesses. The NMSDC annual conference and business opportunity fair will be held October 24-27, at the Miami Convention Center in Miami, Florida. For more information, visit [www.nmsdc.org](http://www.nmsdc.org).

... **The United States Hispanic Chamber of Commerce (USHCC) 31st Convention & Business Expo** is scheduled for September 22-25 in Dallas, Texas. The USHCC's National Convention and Business Expo features hundreds of exhibitors from the United States and abroad. The convention is the country's largest networking venue for Hispanic businesses and Fortune 1000 corporations interested in the Hispanic market. For more information, visit [www.usbcc.org](http://www.usbcc.org).

## TERMS OF USE continued from page 1

- **Use of Information/Privacy Policy:** It is important to include a provision authorizing the company to use and transmit all information regarding use of the site and all information provided by the user consistent with the company's privacy policy. This provision typically states that the privacy policy may change periodically and is part of the Terms of Use. Include a link to the privacy policy in the terms and on each page of the site.
- **Digital Millennium Copyright Act Notice:** The Digital Millennium Copyright Act (DMCA) provides a safe harbor for companies providing content on the Internet and provides specific procedures for notice and removal of infringing material from a Web site. The terms should include the appropriate DMCA Notice consistent with the requirements of the DMCA.
- **Legal Compliance:** A provision requiring that the user complies with all applicable domestic and international laws, statutes and regulations.

## Conclusion

Carefully tailor your company's Web site "Terms" policy to the content, functionality, target audience and use of the company's site. A carefully drafted policy protects the company and its intellectual property, and will comply with applicable federal and state statutes and be enforced by a court adjudicating a dispute between the company and a user of the site. Enforceability of the "Terms" can significantly control and limit the company's liability in any dispute. Legal counsel should be consulted in the preparation of the policy to ensure that it is drafted in a manner complying with applicable federal and state laws. ■

*Disclaimer: An attorney should be consulted in preparing any Terms of Use policy.*

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