



Thomas Industrial Network; 5 Penn Plaza; New York, NY 10001

## Service Contract

Purchase Order #

Contractor : Nancy O'Brien

Company Information:	Contact Information:
<b>Fairlane Division VRTX, Inc.</b> <b>1204 SPRINGWOOD AVE,</b> <b>GIBSONVILLE, North Carolina, 27249</b>	<b>Name:</b> Claude Simon <b>Phone:</b> 3364494321 <b>Fax:</b> (not available) <b>Email:</b> csimon@fairlane.biz

### Navigator Platform Solutions

#### General Company Information

Website

<http://www.vrtxinc.com>

[www.simplexfabrics.com](http://www.simplexfabrics.com)

Company Email: [info@fairlane.biz](mailto:info@fairlane.biz)

#### Technical Contact Information

Name: Claude Simon

Phone: 3364494321

Email: [csimon@fairlane.biz](mailto:csimon@fairlane.biz)

#### Website Services Contact Information

Name: Claude Simon

Phone: 3364494321

Email: [csimon@fairlane.biz](mailto:csimon@fairlane.biz)

#### Navigator Platform Technology Fees

Product	Service Period
Standard includes 12 months of technology upgrades, maintenance, technical support, and application hosting of the Standard Solution platform. Includes online catalog publishing capabilities customized to integrate seamlessly into your company website, catalog management tools, and in-depth catalog usage reporting.	08/31/2012 - 08/30/2013

\*Service Period: 12 Months Commencing upon Catalog Creation and Catalog Uploading to the Site



Total ThomasNet Investment	
Solution(s)	Investment
Navigator Platform Solutions	\$2,200.00
<b>Subtotal</b>	<b>\$2,200.00</b>
<b>Total Marketing Program</b>	<b>\$2,200.00</b>

**Authorization:**

The undersigned (the "Client") hereby assumes all liability for client provided content. Publisher reserves the right to reject material considered to be unsuitable for Thomas Information Products. It is agreed that all applicable specifications, conditions, terms and other agreements written and printed on this and subsequent pages of this order are part of the order and anything not so appearing does not apply. Orders shall be deemed accepted in New York only when confirmed in writing by Publisher or upon publication of the Thomas Information Products in electronic format with Client's program material included. Cancellations will not be accepted after the closing deadline. For further information regarding Publisher's cancellation policy see the attached Terms and Conditions.

The undersigned has received, read and understood the (6) pages of this order.

Fairlane Division VRTX, Inc.



8-13-2012

---

Authorized Signature/Title

---

Date

Annual Technology Service Fee Due Upon Commencement of Service Period	
Solution(s)	Investment
Navigator Annual Technology Fee(s)	\$2,200.00
<b>Total Due Upon Commencement</b>	<b>\$2,200.00</b>

## TERMS AND CONDITIONS

### CONTRACT AND COPY REGULATIONS:

IT IS AGREED THAT ALL CONDITIONS, TERMS AND OTHER AGREEMENTS PRINTED IN THIS ORDER ARE PART OF THE ORDER AND ANYTHING NOT SO APPEARING DOES NOT APPLY [EXCEPT TO THE EXTENT EXPLICITLY REFERRED TO HEREIN].

### PROGRAM DESCRIPTION:

(Applies only to those items purchased as part of this order)

Client's program will run for the service period of 12 months (Program Year) or as otherwise as defined by this order.

#### Annual Technology Fees:

Website Annual Technology Fees: Include hosting of website, registration of custom domain name, Website and Mail Server storage space up to amount listed on this order, E-Mail, Website activity reporting and Web Site Self Update Capability.

Navigator Platform Annual Technology Fees: Include hosting of the online catalog, access to self updating management tools and activity reporting. Additional modules available for a fee include e-commerce, syndication publishing and CAD viewer.

Navigator Express Platform Annual Technology Fees: Include hosting of the online catalog and activity reports. Navigator Express clients may also purchase the e-commerce module for an additional fee.

Navigator WebCAD Annual Technology Fees: Include the hosting of CAD content and use of technology which gives users the ability to view 2D and 3D CAD content, translate CAD data into various neutral CAD file formats, and directly insert CAD content into a variety of CAD systems. Additional modules available for a technology fee include Online "Sales Drawing" PDF File Output, Registration Integration and User Tracking reporting.

WebCAD and Catalog Annual Service Fees: Client can opt to purchase revisions or updates to their existing CAD or Catalog content. This option is not for the creation of new content.

Thomasnet.com Inclusion: WebCAD and Catalog Navigator programs include direct links from Thomasnet.com product/service categories to the relevant program content where client has purchased advertising within the category.

#### Creation Services:

Publisher will commence design, creation, and implementation of the website, Navigator Catalog or WebCAD drawings program as specified in this order and in the Statement(s) of Work as soon as reasonably practicable upon receipt of the appropriate source material from Client. If Client fails to provide any source material in a timely manner, Publisher reserves the right to cancel the portion of the order related to such failure. Upon completion of the creation process the program will be submitted for Client approval which approval will not be unreasonably withheld. It is understood that no adjustment will be made by Publisher on Websites, Catalog Navigator or WebCAD programs that are not published due to the Client's failure to provide source materials, timely approval or integration of completed programs.

Website Specific Creation Requirements: HTML Pages: Publisher will create up to the number of HTML pages listed on Client's order. Client acknowledges that the number of pages will be set forth in the signed Statement of Work and may be less than the number of HTML pages listed in the Client's order. Page Revisions: Client can opt to purchase revisions to existing pages in its Thomas hosted website at any point after the website has been launched. This option is not for design revisions, navigational revisions, or page additions.

Navigator Catalog Specific Creation Requirements: Publisher will issue a data requirements document after consultation with the client. Any source material subsequently added by client will be excluded from this order. Publisher will encode Client's products in an indexed, searchable format (the "Indexed Catalog"). Publisher will host and make the Indexed Catalog available to Client for linking on Client's Website. During the term of this Agreement, Publisher will permit links to the Indexed Catalog from Client's Website shown on the order form or other sites designated by Client to Publisher in writing. The Indexed Catalog will be presented using Publisher's proprietary custom page format. Publisher reserves the right to remove links and the Indexed Catalog from the Client's Website if it determines that Client's Website utilizes unethical SEO practices, which could negatively affect Publisher's own websites.

WebCAD Specific Creation Requirements: Client shall designate a CAD Production Contact who will be responsible for providing CAD materials and technical information to Publisher's CAD Production staff as needed to convert Client's parts information into the computer formats required for the WebCAD program. Client shall designate an End User Drawing Contact who will serve as Client's support person for CAD users who have content questions relating to Client's drawings and/or parts. Publisher will publish this End User Drawing Contact information as appropriate and will refer callers to same if the callers contact Publisher with questions about Client's drawings and/or parts.

#### Digital Media Services:

Search Engine Optimization (SEO): The Publisher will work with the Client to obtain an understanding of their business in order to enable Publisher to create and manage an SEO program on behalf of the Client. SEO is the process of improving visibility of a website or a web page in search engines via the "natural" or un-paid (organic or algorithmic) search results.

Social Media: The Publisher, working with the Client, will establish a Social Media presence which will include Facebook, LinkedIn, Twitter, and Blogger. The Publisher is not liable for broken links from social media pages to third party websites.

Email Marketing: The Publisher will engage on behalf of the Client in an email marketing campaign(s). The Publisher will create the appropriate "template" for the campaign along with a specified quantity of contracted communications to the Client's supplied email list.

Content Writing: The Publisher will interview the Client in order to create unique content used in digital and / or traditional media outlets.

Press Release Writing: The Publisher will conduct Client interviews to establish understanding of the general theme and objectives on the announcement. The release will be distributed through ThomasNet News and appropriate syndication networks that Thomas is associated with.

Domain Name Registration Authorization: Client authorizes Publisher to register on Client's behalf, any one of the domain names provided by Client with the Internet Corporation for Assigned Names and Numbers (ICANN) through an accredited ICANN registrar. Client agrees that Publisher is not responsible in any way for any errors, omission or any other actions arising out of or related to Client's application and receipt of, or failure to receive, a domain name registration.

Client represents that to the best of Client's knowledge and belief, neither the registration of the domain name nor the manner in which it is directly or indirectly used infringes the legal rights of a third party. Client further represents and warrants that all information provided in connection with the domain name registration is accurate. Client hereby grants the Publisher and Registrar, the right to disclose to third parties, through an interactive publicly accessible registration database, Client's domain name, postal address, e-mail address, phone number and fax number. Client agrees to be bound by the Uniform Domain Name Dispute Policy, adapted by the Registrar and ICANN. Client acknowledges that the Publisher is under no obligation to maintain the domain name beyond the contracted hosting period.

## GENERAL CONDITIONS

### Client Responsibilities:

Search Engine Optimization (SEO): Client recognizes and agrees that the Publisher cannot guarantee positioning for any particular phrase, increased exposure or traffic, inclusion in a particular search engine or directory. The publisher has made no representations as to any amount business that may be derived from these efforts. Client acknowledges that Publisher has no control over the policies of search engines or directories with respect to the type of sites, timing and/or content they may accept or index now or in the future Client must disclose if they are working with a third party or individually on any changes or SEO related services such as, but not limited to, link building, content development, website code modifications.

Social Media: The Client will provide information and understanding to the Publisher such that the Publisher can fulfill its obligation to create and maintain for the duration of this contract, the Social Media program. The Client must disclose if they have pages set up on any social media websites (in order to avoid duplication). As the Publisher, we reserve the right to publish messages on Facebook, LinkedIn and Twitter without client's review and approval. If client fails to provide requested source material or communicate regarding content in a timely manner, we are not obligated to post on client's behalf, but may do so at our discretion.

Email Marketing: Client understands and acknowledges that its use of Publisher's email marketing service must adhere to the USA federal anti-spam law (CAN-SPAM Act 2003, 15 U.S.C. 7701, et seq.). Specifically, Client's email list may only contain recipients who have signed up or otherwise asked to receive emails, using a form that clearly indicates that by submitting his or her email address he or she will receive emails from Client or who has a clear relationship with Client as (a) a member of your organization, (b) a subscriber to your

organization's services, or (c) a customer who has purchased a good or service from you within the past eighteen months. Client agrees that none of the email addresses supplied to Publisher shall have been obtained through harvesting, scraping, "spidering", or any other method involving an automated script. Client also agrees not to use any email addresses that have been rented, appended, or purchased from a list broker or other third party, or which were initially obtained more than eighteen months ago and have not received any correspondence from Client (or Client's customer) since that time. Publisher will use the opt-out link and process provided as part of the Publisher's E-mail marketing services which allows any email recipient to instantly and permanently unsubscribe from future Client emails. Should Client receive notification from any person that he or she desires not to receive email from Client, Client agrees to promptly unsubscribe such recipient within 10 business days from the date of such opt-out request or prior to the next mailing scheduled to reach such recipient, whichever comes first. Publisher shall have the right, exercisable in its sole discretion, to refuse to distribute any email content, address, or related information provided by Client that contains information that Publisher reasonably believes to be defamatory, infringing, or otherwise unlawful.

**Content and Press Release Writing:** The Client acknowledges and understands that they must provide information and understanding to the Publisher such that the Publisher can fulfill its obligation to author the appropriate body of work(s) under this agreement.

**Client Liability for Content:** Client and its agents assume all liability for the content of all information, data, and other materials furnished to Publisher by Client and its agents in connection with this order which includes materials submitted or authorized by client through the Client Center application ("Client Materials"), and warrant and represent that: (i) the Client Materials, including but not limited to graphic materials and/or third party owned components contained therein, do not infringe or breach any patent, copyright, trademark, proprietary or contractual right, or any other claim of any other person; and (ii) the use of any third party trademark or copyrighted material included in the Client Materials is duly authorized under a license from the trademark or copyright owner, if such a license is required. Upon written request, Client will provide Publisher with reasonable documentation of Client's right to use any intellectual property to be included in Thomas Informational Product(s) or any website linked thereto, or used by Publisher in the Client Program. Client further hereby expressly acknowledges, agrees, covenants, represents or warrants (as the context requires) that: (a) neither Publisher nor its affiliates shall be responsible for the design quality of any CAD models received from Client or the goods represented by or manufactured from such models; and (b) Client, at its sole cost and expense, shall be responsible for testing and analyzing the designs of its CAD models and for the quality and safety of the goods manufactured from such designs.

**Indemnification:** Client hereby indemnifies and agrees to save harmless Publisher and each of its affiliates, directors, stockholders, officers, employees, agents, successors and assigns (each an "Indemnitee" and collectively, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, costs and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and expenses of investigating or defending against any claims or alleged claims, and reasonable attorneys' fees and costs) of any nature whatsoever, liquidated or unliquidated (collectively, "Losses" and, individually, a "Loss"), that are incurred by any Indemnitee and arise out of or in connection with (i) the breach of any representation, warranty or covenant of Client hereunder, (ii) any Client Materials, (iii) any action taken by Client in connection therewith, (iv) Client's domain name registration or (v) the unlawful or improper interception or use (by a third party or the Client or its agents) of any data provided or maintained in connection with the Client's use of Thomas Informational Products, except to the extent any such Loss shall arise from the willful misconduct or gross negligence of the Indemnitee.

**Limitation of Liability:** Publisher shall not be liable for any errors or omissions with respect to postings, listings and links (including the failure to publish same), and they shall not be considered as a basis for reduction of the amount of this contract. Once Client's program has been published on Thomas Website(s), any errors caused by Publisher will be corrected at no charge subject to the timing and limitations of third party sites correction and take down procedures. Such correction shall be Client's sole remedy for any errors or omissions by Publisher arising out of or in connection with this order. Publisher assumes no responsible for any decrease in search engine rankings.

Except as specifically provided above, Publisher shall not be liable to Client for any damages, losses, costs or expenses arising out of (i) unauthorized access to or alteration of Client data, any material or data sent or received or not sent or received, or any transaction entered through e-commerce, (ii) any threatening, defamatory, obscene, offensive or illegal content or negative/damaging conduct of any other party or any infringement of another's rights, including intellectual property rights, (iii) the availability, use, reliance on, inability to utilize or improper use of Thomas Website(s) Services or Thomas Informational Products, (iv) any breach by Publisher of its obligations hereunder, (v) any other action or failure to act by Publisher, whether or not such action is contemplated hereunder, or (vi) the matters contemplated by this order, except for such damages, losses, costs or expenses arising out of the willful misconduct or gross negligence of Publisher. Thomas Industrial Network, Inc. will not be responsible for any delays or system downtime caused by strike, lockout, riot or civil disorder, terrorist act, epidemic, war or other military action, government regulation, fire, communication line failure, act of God, or other cause beyond its control.

Notwithstanding anything to the contrary contained herein, Client agrees that the Publisher's entire liability hereunder shall in all cases be limited to the amount Client paid Publisher hereunder. In no event shall the Publisher be liable to Client for any indirect, special, punitive, incidental or consequential damages, even if Publisher shall have been advised of the possibility of such damages or is negligent, and regardless of the form of action, whether in contract, tort, or otherwise.

**Disclaimer of Warranties:** THOMAS INFORMATIONAL PRODUCTS AND SERVICES ARE PROVIDED TO CLIENT BY THE PUBLISHER ON AN "AS IS", "AS AVAILABLE" BASIS SUBJECT TO THE PROVISIONS CONTAINED HEREIN FOR CLIENT'S INDIVIDUAL USE ONLY. ANY OTHER USE OR ATTEMPT TO USE THOMAS INFORMATIONAL PRODUCTS FOR OTHER PURPOSES, DIRECTLY OR INDIRECTLY, BY CLIENT OR BY A THIRD PARTY IS PROHIBITED. UNLESS EXPLICITLY STATED OTHERWISE, ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE CURRENT SERVICE SHALL BE SUBJECT TO THESE TERMS AND CONDITIONS. CLIENT EXPRESSLY AGREES THAT ENTERING OR USING THE THOMAS INFORMATIONAL PRODUCTS IS AT CLIENT'S OWN RISK. PUBLISHER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES TO BE PROVIDED BY PUBLISHER TO CLIENT HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PUBLISHER MAKES NO WARRANTY THAT THOMAS INFORMATIONAL PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.

**License:** Client authorizes and licenses Publisher to use all Client Materials in the appropriate Thomas Informational Products and to make the Client Materials available to subscribers and other third parties in providing the services. Publisher reserves the right to display Client materials on other Internet Sites as deemed suitable for the content thereof.

As a precondition to Publisher's inclusion and use of Client Materials in Thomas Informational Products, and in order to induce Publisher to include and use the Client Materials in Thomas Informational Products and services, whether in whole or in part, Client hereby grants to Publisher a non-exclusive, world-wide, and royalty-free license in and to the Client Materials (including, but not limited to, any and all copyright and other intellectual property rights therein and thereto), with full right and authority to internally use, copy, reproduce, modify, display, transmit, and distribute the Client Materials, prepare derivative works from and of the Client Materials (including, but not limited to, by means of, Thomas Informational Products), sublicense the Client Materials to third parties retained by Publisher, and use or treat the Client Materials in such other manner as may be necessary for the purpose of including and using the Client Materials in Thomas Informational Products and delivering the services contemplated hereunder.

**Proprietary Rights:** Client acknowledges that all copyrights, patents, trade secrets and other intellectual property embodied in the Thomas Informational Products (regardless of media), other than factual content provided by the Client, shall belong exclusively to Publisher. Client shall not copy, de-compile, reverse engineer, sublicense or distribute any of the Thomas Informational Products without the prior written consent of Publisher.

Upon payment of the creation fees for Website, CAD or catalog programs, the Client shall have the right to the prepared data but not the proprietary tools, processes, design, classification categories, indexing schema, methods, vocabularies and indices, and all related software used to display the data which at all times shall all remain the sole and exclusive property of Publisher.

#### PAYMENT TERMS

**Payments:** Payment for each Thomas invoice shall be due within 30 days of the date of the invoice. All orders are stated in and payable in United States dollars. A service charge of 1 ½% per month will be added to each balance unpaid 60 days past due. If outside agencies are used to collect such balance, their reasonable collection fees (including legal expenses) will be charged and added to the balance collectible. If a legal action is brought to collect such balance, Client will not make any claim against the Publisher as a counterclaim or set-off in the action, and hereby waive the right to make same. If any such counterclaim or set-off is asserted in such action, reasonable legal expenses incurred in defending Publisher against it shall be charged and added to the balance collectible.

**Credit Card Payments:** Client is responsible for keeping Client's credit card information up to date. Publisher reserves the right to suspend Client's account and participation in any Thomas Informational Product if for any reason Publisher is not able to process payment through the credit card Client provided.

**Billing Payment Plans:** Each Product associated with this order (excluding creation – see below) will be billed no less than 45 days prior to the service commencement date associated with each product. Additions to products will be billed upon the service commencement date for the newly purchased items.

Each product associated with this order will be billed on or before the service commencement date. The invoice will offer, in addition to full payment within 30 days, an option to pay monthly in accordance with a schedule of payments listed on the invoice. Failure to make the monthly payments when due will cause the unpaid balance of the invoice to be due 30 days from the original invoice date. The initial service commencement date is deemed to be the earlier of 30 days from completion of creation services or receipt of client approval. The subsequent service commencement dates occur on the anniversary of the initial service commencement date.

Creation services for Navigator and/or Navigator WebCAD, including design and implementation, require an initial 50% payment which is due with the contract and must be received prior to any work being started. The balance of creation services will be invoiced in full upon the earlier of 30 days from completion of creation services or receipt of client approval.

Creation services for C-SPEC, including design and implementation, require an initial 34% payment which is due with the contract and must be received prior to any work being started. The balance of creation services will be invoiced in the following month with the option to either pay in full or monthly over the next 11 months.

**Discounts:** A Volume Discount does not apply to the programs on this order. Publisher may at its option offer an early payment discount.

#### OTHER TERMS:

**Order Acceptance:** Orders shall be deemed accepted in New York only if and when confirmed in writing by the Publisher or upon publication of Thomas Informational Product(s) in electronic format with Client's program material included.

**Cancellation:** All cancellation requests must be in writing and sent to the Publisher at the address shown on this order by registered mail or any other method of delivery that requires a signature by the recipient. Client may cancel without charge 10 days from the date the original order is signed. All cancellations of Technology Fees received after the initial 10 days and prior to the relevant closing deadline are subject to a 50% charge in consideration for the preliminary expense of processing the order. Creation Services are non-cancellable. Cancellations will not be accepted after the initial 10 days relevant closing deadline.

**Material Requirements:** All Client Materials received from the Client and its agents must comply with Publisher's specifications which can be provided by your Thomas representative.

**Termination:** Publisher may terminate this order at any time effective immediately upon written notice to Client in the event that Client fails to pay any fees, charges, or expenses when due or Publisher determines that Client has materially breached any covenant, representation, or warranty of this Agreement.