

MRO SUPPLIER OF RECORD AGREEMENT

This "Agreement," of terms and conditions is currently effective between OSIRIS INNOVATIONS GROUP, LLC, ("Osiris") a Michigan limited liability company with its principal office at 2601 Cambridge Court, Suite 315 Auburn Hills, Michigan 48326 and Osiris's Supplier of Record customers ("Customers").

WHEREAS, Customers are engaged from time to time in sourcing and ordering maintenance, repair and operations ("MRO") supplies, parts, equipment and accessories using Osiris's OS Interchange solution;

WHEREAS, Customers and Osiris have entered into a certain *Application Subscription Provider Agreement* (the "Provider Agreement") governing Customers access to and use of the OS Interchange solution;

WHEREAS, this Agreement is intended to amend and supplement the Provider Agreement;

WHEREAS, Customer wishes to appoint Osiris to act as its supplier of record, and to act as its single point of invoicing and single point of payment in the procurement of Customer's requirements for "MRO Goods" (as defined below) within the OS Interchange solution; and

WHEREAS, Osiris wishes to serve as supplier of record to Customer, and has entered into, or will enter into appropriate OS Ram Subscription Agreements or establish appropriate purchase order terms and conditions with "Suppliers" (as defined below) in order to satisfy Customers MRO Goods requirements;

NOW THEREFORE, the parties agree as follows:

1. MRO Goods; Suppliers; Orders; Services.

- (a) "MRO Goods" shall mean supplies, parts, equipment and accessories intended for internal use and maintenance, repair and operations purposes.
- (b) "Supplier" or "Suppliers" shall mean Customers manufacturers, distributors and vendors of MRO Goods that are now participating in the OS Interchange solution, as well as any who are added to the OS Interchange Solution during the Term of this Agreement.
- (c) "Order" or "Orders" shall mean a purchase order issued by Customers for MRO Goods through the OS Interchange solution.
- (d) "Services" shall be the services to be performed by Osiris as expressly provided under this Agreement.

2. Duties, and Responsibilities of Customer. Customer agrees that it shall:

- (a) Use OS Interchange as a single point of sourcing and placing Orders for the MRO Goods, making sourcing decisions and placing all Orders.
- (b) Use Osiris as a single point of invoicing and single point of payment for all Orders
- (c) Receive, sign for and promptly inspect MRO Goods upon receipt, and promptly notify Osiris and the applicable Supplier of any defective or non-conforming MRO Goods and any determination as to credit, return or allowance.
- (d) Pay invoices received from Osiris, as set forth more fully in Section 5.

- (e) Perform all other acts that in good faith should be performed to accomplish the purposes of this Agreement.

3. Duties, Services and Responsibilities of Osiris: Osiris agrees that it shall:

- (a) Subject to the Provider Agreement, be responsible for establishing, operating, maintaining and improving the OS Interchange solution, including, without limitation, providing comprehensive e-catalog management with respect to Suppliers and their MRO Goods, and cooperating with in Customer adding (or deleting) Suppliers and e-catalogs to the OS Interchange Solution.
- (b) Promptly enter into appropriate OS RAM Agreements and/or establish appropriate purchase order terms and conditions with Suppliers in order to facilitate and accomplish the purposes of this Agreement, including without limitation, establishing the pass-through duties, services and obligations as between Customers and Suppliers as set forth more fully in Section 4.
- (c) Advise each Supplier that it will be selling MRO Goods directly to Customer and that Osiris will be acting only as supplier of record.
- (d) Serve as a single point of invoicing for Customer for MRO Goods by consolidating invoices for MRO Goods as generated by Suppliers, and processing and submitting invoices to Customer as set forth more fully in Section 5.
- (e) Serve as a single point of payment for Customer for MRO Goods by receiving and reconciling payments from Customer, making appropriate payments to Suppliers, and handling all Supplier payment relations.
- (f) Accept no remuneration of any kind for its Services under this Agreement other than the consideration described in Section 6.
- (g) Maintain records of transactions covering MRO Goods and the activities described herein for a period of two (2) years from date of each shipment of MRO Goods.
- (h) Assist Customer in the implementation and enforcement of Customer's defective or non-conforming MRO Goods return and credit policies, including, without limitation, assistance in securing defective allowances from Suppliers and/or in securing reimbursement of costs of defective or non-conforming MRO Goods, as directed by Customer.
- (i) Perform all other acts that in good faith should be performed to accomplish the purposes of this Agreement.

4. Pass-Through Duties, Services and Responsibilities as Between Customer and Suppliers.

- (a) Price, specifications, delivery, shipping instructions, insurance, title, risk of loss, inspections, cancellations, warranty, repair, service, cover, returns, deductions and set-offs, and other Order terms and conditions shall be established by and between Customer and its Suppliers.
- (b) In furnishing MRO Goods to Customer, each Supplier shall be solely responsible for

complying with all applicable U.S. state and federal laws and regulations, including, without limitation, the Foreign Corrupt Practices Act, Customs regulations, Bilateral Textile Agreements, the Sarbanes-Oxley Act of 2002 and implementing regulations promulgated by the United States Securities and Exchange Commission and Public Company Accounting Oversight Board, industry standards (e.g., QS 9000, ISO 9001/2000, ISO 14000), and consumer product safety and labeling laws and regulations. Further, each supplier shall be responsible for complying with all applicable laws and regulations in any country where MRO Goods are manufactured or purchased.

- (c) All currency exchange rate risk in relation to Orders, invoices of suppliers, and Osiris's invoices shall be borne by Customer or its Supplier, as the case may be, and not Osiris.
- (d) Except as expressly provided herein or in the Provider Agreement, Osiris shall have no responsibility for matters covered by Order terms and conditions or any other agreements between Customer and any Supplier.

5. Osiris Invoices.

- (a) Invoice generation, frequency, terms and conditions are to be maintained as defined within current contract.
- (b) Osiris shall ensure that its invoices contain accurate and complete descriptions of the MRO Goods, the Supplier, and identifying information regarding underlying Supplier invoices. Further, Osiris shall maintain and make accessible to Customer via the OS Interchange solution electronic copies of the original Supplier's invoices supporting each Osiris invoice to Customer.

6. Consideration.

- (a) Osiris receives and shall continue to receive consideration from each Supplier for providing services under the OS RAM Agreement between Osiris and such Supplier. Osiris receives and shall continue to receive consideration from Customer for providing services under the Provider Agreement.
- (b) In addition to, and without foregoing either of the above income streams, in consideration for providing the Services furnished to Customer under this Agreement, Osiris shall receive payments as outlined in the Provider Agreement
- (c) Except as provided in this Section 6 above, all costs, charges, and expenses incurred in connection with Osiris's performance of this Agreement shall be borne solely by Osiris. Expenses shall include by way of example, and not by way of limitation, salaries, travel expenses, telephone expenses, rental expenses, and any other sales, advertising, promotional, or operational expenses of Osiris.

7. Warranties.

- (a) Osiris represents and warrants that:
 - (i) it will perform the Services at a standard that is commensurate with the standard of performance achieved by leaders in the MRO e-procurement industry;
 - (ii) its employees will have sufficient skill, knowledge,

- and training to perform the services,
 - (iii) the Services will be performed in a professional
 - (iv) and workmanlike manner;
 - (iv) it has and shall have no ownership interest in, nor any control of, any Supplier;
 - (v) it does not on its own account sell or provide any raw materials to any Supplier nor guarantee raw materials costs to any Supplier; and
 - (vi) it shall not furnish to any Supplier any die, mold, printing plate, labor, or otherwise assist in production of MRO Goods, without advance written approval.
- (b) All warranties with respect to the OS Interchange solution are provided under and as set forth in the Provider Agreement.
- (c) All warranties with respect to MRO Goods shall be furnished to Customer exclusively by Suppliers (and not Osiris).
- (d) EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, OSIRIS EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

8. Term, Renewal Terms, Termination

- (a) This Agreement shall commence as of the first invoice payment and, shall continue in full force for during the SOR relationship with customer.
- (b) This Agreement will be terminated if the SOR relationship is terminated.
- (c) This Agreement shall automatically terminate effective 180 days following the termination of the Provider Agreement, or thirty (30) days following receipt by Osiris of Customer's final payment of all outstanding Osiris invoices, whichever is later.
- (e) Each party reserves the right to terminate this Agreement upon thirty (30) days written notice to the other party with an opportunity to cure in the event the other party breaches or fails to perform any of its obligations in any material respect, attempts to assign or otherwise transfer its rights, obligations, or duties under this Agreement, or becomes insolvent, or proceedings are instituted by or against such party under any provision of any federal or state bankruptcy or insolvency laws.
- (f) Upon termination of this Agreement, the parties shall cooperate and work together in good faith to effect an orderly fulfillment or cessation of their respective obligations. The provisions contained in this Agreement which by their terms or operation are intended to survive any termination of this Agreement, and any obligations for payments between the parties that have accrued before the effective date of the termination, shall survive any such termination. In particular, and without limiting the foregoing, all sums that accrue prior to the effective date of termination of this Agreement and are invoiced to customer by Osiris before or after such effective date, must be paid by Customer to Osiris as set forth in Section 5. All sums that accrue on or after the effective date of termination of this Agreement shall be the sole responsibility of Customer. Customer agrees to defend, indemnify and hold Osiris harmless from and against all damage, loss, cost, expense or judgment arising from or relating to any claim of any Supplier for any sums that accrue on or after the effective date of termination of this Agreement.

9. No Obligation to Issue Purchase Orders. This Agreement does not obligate Customer in any

way to purchase MRO Goods from Suppliers or to issue Orders therefor. Further, Customer reserves the sole and exclusive right and power to accept or reject MRO Goods furnished by Suppliers.

10. Independent Contractor Acting as Separate Entity. Osiris is and at all times shall be an independent contractor in the performance of this Agreement and is not functioning as a principal. This Agreement shall not be construed to create or give rise to any employer-employee relationship between Customer and Osiris, and Osiris shall have no authority to bind Customer except as expressly authorized by Customer placing Orders.

11. Entire Agreement, Construction. This Agreement, together with the Provider Agreement, constitutes the entire and exclusive agreement between Customer and Osiris, and supersedes all prior discussions, understandings, agreements, contracts, or arrangements between the parties, whether oral or written. No modifications, alterations, or amendment of this Agreement shall be binding unless in writing and signed by both parties. Further, this Agreement amends and supplements the Provider Agreement, but only as to new terms and conditions set forth herein. In any conflict between this Agreement and the Provider Agreement, or the terms and conditions of any Order or any other agreements between Customer and any Supplier, governing terms and conditions shall be established in the following order of priority: (1) this Agreement; (2) the Provider Agreement; (3) the applicable Order; (4) other agreements between Customer and a Supplier, *provided, however*, that any provision in any Order or in other agreements between Customer and a Supplier that is inconsistent with any provision of this Agreement shall not be binding upon Osiris unless Osiris agrees in a signed writing to be so bound. IN WITNESS WHEREOF, duly authorized representatives of the parties hereto have signed this Agreement, which shall be effective as of the Effective Date as first set forth above.

OSIRIS INNOVATIONS GROUP, LLC

By _____

Its _____