

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

Each party will facilitate the cooperative procurement of Products.

The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as

the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

OPUS TERMS OF USE

Last updated and effective: September 23, 2024

These OPUS Terms of Use (these “Terms”) are a binding agreement between OMNIA Partners Opus, LLC and/or one of its affiliates (“OMNIA Partners”, “we,” “us,” or “our”) and the public or private sector member participating in OMNIA Partner’s group purchasing services through either (i) with respect to the public sector, a Master Intergovernmental Cooperative Purchasing Agreement or (ii) with respect to the private sector, a Membership and Confidentiality Agreement, in each event between such member (“you,” “your,” or “Member”) and OMNIA Partners and any other party thereto. These Terms govern Member’s use of OMNIA Partners’ ordering platform offering (“OPUS”). Your use of the payment processing features of OPUS is subject to the [Balance End-User Agreement](#), which is hereby incorporated by reference and form a part of these Terms. You accept these Terms by **[clicking a box indicating your acceptance.]** Please read these Terms carefully before using OPUS.

YOU ACKNOWLEDGE AND AGREE THAT THESE TERMS HAVE THE SAME FORCE AND EFFECT AS IF IT WERE EXECUTED IN A WRITTEN DOCUMENT BY YOU AND OMNIA PARTNERS. BY CLICKING THE “AGREE” BUTTON OR ACCESSING OR USING OPUS, YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT THAT YOU ARE MORE THAN EIGHTEEN (18) YEARS OF AGE AND POSSESS THE LEGAL RIGHT TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT WITHOUT LIMITATION CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND IF YOU ARE A PUBLIC SECTOR MEMBER CHOICE OF LAW SHALL BE DETERMINED IN THE SAME MANNER AS DETERMINED BY THE APPLICABLE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT OR IF YOU ARE A PRIVATE SECTOR MEMBER CHOICE OF TENNESSEE LAW. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO, AND SHALL NOT, ACCESS OR USE OPUS.

We may modify these Terms from time to time. We will announce any material changes to these Terms by posting the amended version on our website and providing a notification upon login to OPUS. By accessing OPUS, you accept and agree to these Terms and the use of your data and personal information as described in these Terms. If you do not agree to be bound by these Terms or any subsequent modifications, you should not access or use OPUS.

1. INTELLECTUAL PROPERTY RIGHTS; FEEDBACK

- (a) We and our third-party licensors retain all of our and their respective rights, title, and interests to OPUS, and as between you and OMNIA Partners, OMNIA Partners is the sole and exclusive owner of OPUS, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein or related thereto. You do not acquire any ownership interest in OPUS under these Terms, and you do not acquire any other rights thereto, except for the non-exclusive, non-transferable, limited right to use OPUS for Member’s internal business purposes in order to search and purchase Products (as defined in Section 3(a) below), subject to the terms and conditions of these Terms. Any rights not expressly granted herein are reserved by OMNIA Partners.
- (b) If you propose or provide any ideas, suggestions, recommendations, enhancements, improvements, or other feedback to OMNIA Partners related to OPUS (“Feedback”), you hereby assign all right, title, and interest, including all intellectual property rights therein, to such Feedback to OMNIA Partners.

2. MEMBER DATA

“Member Data” means the data and information submitted or provided to OPUS by or on behalf of Member or otherwise generated from or processed through OPUS in connection with any order or transaction made through OPUS. You acknowledge and agree that OMNIA Partners may:

- (a) Provide Member Data to Suppliers, third-party payment processors and other third-party suppliers solely for purposes of fulfilling purchases and transactions through OPUS and as necessary to make OPUS available to you;
- (b) Collect, use, access, modify, audit, reproduce, delete or remove any Member Data as necessary to provide OPUS and facilitate transactions thereunder, including as necessary to exercise or enforce its rights or obligations under these terms, provide, protect or improve OMNIA Partners’ or any third party service provider’s products and services, protect the integrity of OPUS and any product, service, or data of OMNIA Partners, or to ensure your compliance with these Terms and any applicable laws or regulations; and
- (c) Use cookies, pixels and web beacons in connection with Member Data as necessary to facilitate the provision of OPUS and as set forth in our [Privacy Notice](#).

OMNIA Partners, itself or through its third-party partner powering OPUS, shall have the right to collect, process and create data based on the performance of OPUS or your use of OPUS (the “Usage Data”) and to de-identify and aggregate any Member Data (“De-identified Data”) and use and disclose during and after the term of these Terms such Usage Data and De-identified Data for any lawful purpose, including without limitation to improve OMNIA Partners or the applicable third-party partner’s products and services.

3. SUPPLIER PRODUCT DATA; PAYMENT PROCESSOR

- (a) Supplier Products. Through OPUS, third-party suppliers (“Suppliers”) may make certain goods and services available for purchase (the “Products”) and may also make available data and information (including product descriptions, catalog numbers, availability information, text documents, graphical images and trademarks, and pricing) and the catalog listing of detailed product information, manufacturer part numbers and services descriptions relating to Suppliers’ Products offered (the “Supplier Product Data”). You acknowledge and agree that Supplier Product Data is provided “AS IS”. OMNIA Partners disclaims any and all liability or responsibility with respect to, and Supplier is solely responsible for: (i) Supplier Product Data, including the accuracy and content therein; and (ii) the processing and fulfilling of Product orders placed by you through OPUS or information that you provide to Supplier, including all any and all actions taken by Supplier with respect to OPUS and any Product orders placed through OPUS, including but not limited to Suppliers’ customer service or return-related obligations. The pricing and availability of the Products is subject to change at any time as updated by a Supplier, subject to your agreement with such Supplier.
- (b) Payment Processor. OPUS may enable you to pay for purchases of Products through our third party service provider, Balance Payments, Inc. (“Balance”). Your submission of credit card data or other payment information through OPUS shall be subject to the Balance End User Agreement and any terms set forth in the Balance End User Agreement. OMNIA Partners is not liable for the payment processing services provided by Balance or any errors, incomplete payment processing, or any and all other damages resulting from your use of the Balance payment services. You hereby authorize Balance to notify OMNIA Partners in the event of any suspension or termination of your account with Balance. To the extent you experience any error or issue with respect to the payment processing services, please contact us at info@omniapartners.com.

4. USER CONDUCT

You shall: (a) be solely responsible for your use of OPUS and compliance with these Terms, (b) be solely responsible for the Member Data you provide on OPUS, including the accuracy, quality, and legality of the Member Data, (c) provide or obtain all consents, permissions, and authorizations required under applicable law, including from other individual end users, if applicable, as necessary to input, provide, transfer, and make available data to OMNIA Partners for the purposes of providing OPUS, including without limitation all personal data, personally identifiable data, and sensitive data, (d) use commercially reasonable efforts to prevent unauthorized access to or use of OPUS, and notify OMNIA Partners promptly of any such unauthorized access or use of OPUS of which you become aware, (e) use OPUS only as expressly permitted by these Terms, the applicable documentation (if any), and in accordance with applicable laws, rules and government regulations, and (f) be solely responsible for your systems through which OPUS is accessed. You shall not post or upload any content or data which is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening or that would violate the personal or proprietary rights of OMNIA Partners or others. In the event you discover any Member Data you provided is unlawful, contains errors, or otherwise violates the provisions of these Terms, you shall promptly remove or correct such Member Data. Users are solely responsible for ensuring that they do not act in any manner that constitutes, or forms a part of a course of conduct amounting to, a violation of any state, federal or other applicable law.

You acknowledge and agree that OMNIA Partners has no obligation to monitor your access to or use of OPUS or of the content of your communications or data transmitted through OPUS, but OMNIA Partners has the right to do so for the purpose of operating OPUS, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body. OMNIA Partners may suspend access to OPUS, at any time with or without notice, in the event of a threat to the security or technical integrity of OPUS, or if OMNIA Partners suspects you have breached these Terms.

You shall not, and you shall not permit others to: (a) rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, or lease OPUS or any portion thereof, including the documentation; (b) interfere with or disrupt the integrity or performance of OPUS or data contained thereon; (c) copy, adapt, modify, prepare derivative works based upon, transfer, publicly display, transmit, or otherwise exploit OPUS, including any function or feature thereof; (d) access OPUS in order to build a competitive product or service; (e) reverse engineer, disassemble, or otherwise attempt to derive or gain access to the source code or infrastructure of OPUS or any part thereof; (f) attempt to probe, scan, or test the vulnerability of OPUS, any OMNIA Partners system or network or breach any security or authentication measures, or otherwise attempt to benchmark OPUS or OMNIA Partners' performance of services; (g) store or transmit code, files, agents, or programs that could harm OPUS, including viruses, worms, time bombs, and Trojan horses; (h) use data mining, scraping, robots, or similar data gathering and extraction methods to remove, copy, or use data or content except as expressly permitted by these Terms; or (i) remove, delete, alter or obscure any trademarks or any copyright, patent or other intellectual property or proprietary rights notices from OPUS, including any copy thereof.

5. CREDENTIALS; SECURITY

Your users are required to provide a valid, working email address, password, phone number, and user or organization name to access and use OPUS (collectively, your "Credentials"). You shall (1) maintain the strict confidentiality of your Credentials, (2) not allow an unauthorized person to use your Credentials to access OPUS, and (3) be responsible for any and all damages or losses that may be incurred or suffered as a result of any activities that occur under your Credentials. You agree to immediately notify OMNIA Partners in writing by email

to info@omniapartners.com of any unauthorized use of your Credentials or any other breach of security. OMNIA Partners is not and shall not be liable for any harm arising from or relating to the theft of your Credentials, your disclosure of your Credentials, or the use of your Credentials by another person or entity.

6. SERVICES LIMITED TO USE BY UNITED STATES RESIDENTS

OPUS is intended for use by residents of the United States of America only and any individual that submits personal information or registers through OPUS represents and warrants that such person is a resident of the United States of America. The content of OPUS is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. OPUS is provided from the United States of America, and all servers that make it available reside in the United States.

7. UPDATES

OMNIA Partners may from time to time in its sole discretion develop and provide Service updates, which may include upgrades, bug fixes, patches, and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that OMNIA Partners has no obligation to provide any Updates to or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of OPUS and be subject to all terms and conditions of these Terms.

8. LINKED SITES

OPUS may include links to websites or other content of third parties, including our affiliates, Suppliers, strategic partners, and other entities ("Linked Sites"). You acknowledge and agree that we are not responsible for Linked Sites, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume, warrant, or support and will not have any liability or responsibility to you or any other person or entity for any Linked Sites. Your access and use of Linked Sites is entirely at your own risk and subject to such third parties' terms and conditions. You should review any terms of use and privacy policies of any Linked Sites prior to utilizing them. We cannot guarantee the continued availability of Linked Sites, and may cease providing them without entitling you to any refund, credit, or notice.

9. TERM; TERMINATION

The term of these Terms and the limited use rights granted hereunder will commence on the date you indicate your acceptance of these Terms (including by using OPUS) and will continue until either you stop using OPUS or your rights to use OPUS are terminated by OMNIA Partners as described below.

You may stop using OPUS at any time without notice and OMNIA can terminate your access to OPUS at anytime without notice, provided that OMNIA shall work with you to transition any pending sale transactions that predate such termination with an OMNIA Supplier to you outside of OPUS. In addition, any rights or licenses to you under these Terms will terminate immediately and automatically without any notice upon expiration or termination of your separate membership agreement between you and OMNIA Partners or if you violate any of the terms and conditions of these Terms. Upon termination, all rights granted to you under these Terms will also terminate, and you must cease all use of OPUS. Notwithstanding any provision hereof to the contrary, Sections 1, 2, 4, and 10 – 13 (but expressly excluding the use rights granted to you) shall survive the termination of these Terms. Termination will not limit any of OMNIA Partner's rights or remedies at law or in equity.

10. DISCLAIMER

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OPUS AND ALL SUPPLIER PRODUCT DATA AND OTHER INFORMATION OR DATA PROVIDED ON OR THROUGH OPUS, ARE PROVIDED ON AN “AS IS, WHERE IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND DEFECTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON OPUS AND/OR ANY CONTENT, LINKED SITES, INFORMATION, TOOLS, SERVICES, SUPPLIER PRODUCT DATA, AND APPLICATIONS PROVIDED ON OR THROUGH OPUS. WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) OPUS WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT OR SUPPLIER PRODUCT DATA WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) ANY PARTICULAR RESULTS MAY BE OBTAINED FROM THE USE OF OPUS; (D) THE QUALITY OF ANY CONTENT, SUPPLIER PRODUCT DATA, SERVICES, TOOLS, APPLICATIONS, OR OTHER MATERIAL OBTAINED BY YOU THROUGH OPUS WILL MEET YOUR EXPECTATIONS; OR (E) DEFECTS, IF ANY, WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OPUS WILL CREATE ANY WARRANTY OR COVENANT NOT EXPRESSLY MADE IN THESE TERMS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO AND MAKES NO REPRESENTATIONS REGARDING SUPPLIER PRODUCT DATA.

Nothing on OPUS constitutes legal advice or recommendations or endorsements for any Products, services, companies, Suppliers, or information for any particular circumstances. You expressly acknowledge and agree that we are not responsible for and shall not be liable for, and hereby release us from any and all claims, actions, damages, costs or expenses incurred in connection with your use of OPUS.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR SUPPLIERS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR RELIANCE DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS OR USE OPUS OR ANY CONTENT, INTELLECTUAL PROPERTY, SUPPLIER PRODUCT DATA, APPLICATIONS, TOOLS, PRODUCTS, OR INFORMATION PROVIDED IN CONNECTION WITH OPUS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

12. INDEMNITY

To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless OMNIA Partners and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including, without limitation, reasonable attorneys' fees) arising from or relating to

Member Data provided to OPUS, your use or misuse of OPUS, your breach of these Terms, or any negligence or willful misconduct by or on behalf of you or your employees or agents, or otherwise related to your use of OPUS. This Section 12 shall not apply to Members subject to a Master Intergovernmental Cooperative Purchasing Agreement and such Members agree that all purchases through OPUS are subject to the provisions set forth in such Master Intergovernmental Cooperative Purchasing Agreement.

13. MISCELLANEOUS

- (a) Severability. If any provision of these Terms is held illegal or unenforceable by a court of competent jurisdiction, the remainder of the provision will be deemed to achieve as closely as possible the effect of the original term and all other provisions of these Terms will continue in full force and effect.
- (b) Third-Party Beneficiary. There shall be no third-party beneficiaries to these Terms.
- (c) Governing Law. If you are a private sector Member subject to a Membership and Confidentiality Agreement, these Terms are governed by and construed in accordance with the internal laws of the State of Tennessee, United States without giving effect to any rules governing conflict of laws provisions. This Section 13(c) shall not apply to Members subject to a Master Intergovernmental Cooperative Purchasing Agreement.
- (d) Dispute Resolution. **YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR OPUS AND ANY AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO THESE TERMS, OPUS, OR ANY OF THE SUBJECT MATTER CONTEMPLATED HEREIN.**

In the event Member is subject to a Membership and Confidentiality Agreement, each party hereby consents (i) to the sole and exclusive jurisdiction of the state or federal courts located in Williamson County, Tennessee, U.S.A. and each party hereby irrevocably consents to the exclusive jurisdiction of such courts, (ii) to service of process in any action by registered mail or any other means provided by law, and (iii) to waive all defenses of lack of personal jurisdiction and *forum non conveniens* related thereto.

- (e) Limitation on Actions. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR OPUS MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
- (f) Assignment. You may not assign, transfer, or delegate your obligations under these Terms, without the prior written consent of OMNIA Partners. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void.
- (g) Entire Agreement. These Terms represent the entire understanding and complete agreement by and between you and OMNIA Partners. Neither party has relied upon any statement or representation other than those expressly set forth in these Terms. Unless otherwise agreed by the parties, to the extent there is a conflict between these Terms, our Privacy Notice, your Master Intergovernmental Cooperative Purchasing Agreement or Membership and Confidentiality Agreement (as applicable), and the Balance End-User Agreement, the order of precedence shall be as follows: (i) our Privacy Notice;

- (ii) Master Intergovernmental Cooperative Purchasing Agreement or Membership and Confidentiality Agreement (as applicable); (iii) these Terms; and (iv) Balance End-User Agreement.
- (h) Waiver. No failure or delay by OMNIA Partners in exercising any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.
- (i) Contact Information. If you have any questions about these Terms, our practices, or your dealings with OPUS, please contact us at info@omniapartners.com.