

Cathy Robinson

From: OMNIA Partners <info@omniapartners.com>
Sent: Friday, April 24, 2020 6:45 AM
To: SMB Procurement
Subject: OMNIA Partners Registration Status

Your participation form has been processed.

Participant Organization:
City of Lynnwood

Your Participating Agency Number:
2509756

You are eligible to access and utilize all the competitively solicited and publicly awarded agreements through OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities).

Details for all awarded contracts, as well as contracts in process and under evaluation, are available at www.omniapartners.com

If you need additional information or assistance with any of OMNIA Partners, Public Sector master agreements, please contact OMNIA Partners Member Services at 866-875-3299 or info@omniapartners.com

Thank you for your participation and we look forward to serving you and your organization.

The OMNIA Partners, Public Sector Team This email may contain privileged and confidential information and is meant only for the use of the specific intended addressee(s). Your receipt is not intended to waive any applicable privilege. If you believe you have received this email in error, please delete it and immediately notify the sender by separate email.

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PARTNERS

(<https://www.omniapartners.com>)

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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 National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") 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 (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:

1. Each party will facilitate the cooperative procurement of Products.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

☒ By checking this box, I indicate that I have read and agree to the Terms and Conditions

☒ By checking this box, I indicate that I have read and understand our [Privacy Notice](#)

(https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website_Terms_of_Use.pdf) and accept and agree to be bound by these [Terms of Use](#)

(<https://cdn2.hubspot.net/hubfs/5057791/Public%20reg/Website%20Privacy%20Notice.pdf>)

CONTINUE

TERMS OF USE

The terms, conditions, policies, and notices contained in these Terms of Use (these “Terms”) apply to the website located at www.omniapartners.com (the “Site”), which is operated by OMNIA Partners, Inc. (“OMNIA Partners”). Any reference to “we”, “us”, or “our” in these Terms shall refer to OMNIA Partners. Please read these Terms carefully before using the Site.

BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING WITHOUT LIMITATION, BROWSING THE SITE, USING ANY INFORMATION AND/OR SUBMITTING ANY CONTENT OR PERSONAL INFORMATION VIA THE SITE, YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION THAT YOU SUBMIT TO THIS SITE IN ACCORDANCE WITH THE PRIVACY NOTICE SET FORTH AT WWW.OMNIAPARTNERS.COM/PRIVACYNOTICE, WHICH IS HEREBY INCORPORATED INTO AND MADE PART OF THESE TERMS BY REFERENCE. ADDITIONALLY, YOU AGREE TO AND ARE BOUND BY THESE TERMS INCLUDING DISCLAIMERS OF WARRANTIES, DAMAGE, AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF TENNESSEE LAW. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SITE.

WE MAY MODIFY THESE TERMS AT ANY TIME, IN OUR DISCRETION, AND MODIFICATIONS ARE EFFECTIVE UPON BEING POSTED ON THE SITE. YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES TO IT BECAUSE YOUR CONTINUED USE OF THE SITE WILL MEAN THAT YOU ACCEPT SUCH CHANGES.

(1) **SITE CONTENT AND INTELLECTUAL PROPERTY RIGHTS**

- (a) Except as otherwise provided by a third party, all content on the Site is © 2018 OMNIA Partners and/or its licensors. The Site contains copyrighted material, trademarks, service marks, trade dress, and other proprietary content, including but not limited to, text, software, applications, sound, photographs, buttons, images, logos, video, and graphics (the “Content”), and the entire selection, coordination, arrangement and “look and feel” of the Site and the Content are copyrighted as a collective work under copyright laws (collectively, “Intellectual Property Rights”).
- (b) Neither these Terms nor your use of the Site transfers any right, title or interest in the Site, Content, or Intellectual Property Rights to you. We and our third-party licensors retain all of our and their respective right, title, and interest to the Site, Content, and Intellectual Property Rights. Any rights not expressly granted are reserved.
- (c) Except as expressly provided in these Terms or otherwise expressly authorized in writing by OMNIA Partners, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from the Site, in whole or in part, without our express prior written permission.
- (d) Without limiting this Section 1, you acknowledge that all trademarks, logos and service marks displayed on this site are registered and unregistered trademarks of OMNIA Partners, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the Site without the owner’s prior written permission, except as otherwise described herein. No trademark or service marks

of OMNIA Partners or any other party may be used as a domain name without prior written permission.

- (e) Certain materials on the Site may be furnished by third parties. Certain products, services, or company designations for companies other than us may be mentioned in the Site for identification purposes only, including through Linked Sites (as defined in Section 5). Third-party trademarks, trade names, logos, or product or services names contained on the Site are the trademarks, registered or unregistered, of their respective owners.
- (f) Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, under any of our intellectual property rights or under any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

(2) **USER CONDUCT**

By using the Site, you agree that you shall not:

- (a) use any robot, spider, or other automatic or manual device or process for the purpose of "scraping", "crawling", harvesting, or compiling information on the Site for purposes other than for a generally available search engine;
- (b) delete, modify, hack, or attempt to change or alter any of the Content on the Site;
- (c) attempt to access accounts, computer systems, or networks connected to any of our servers or to the Site, through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally or readily made available through the Site;
- (d) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
- (e) use any of OMNIA Partners' names, service marks, logos, trademarks or other Intellectual Property Rights without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (f) use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- (g) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; or
- (h) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of any third party.

(3) **PERMISSIBLE USE**

Except as indicated to the contrary elsewhere on the Site or these Terms, you may view, copy, retransmit, and print the Content available on the Site subject to the following conditions:

- (a) you may use the Content only for personal, informational, or non-commercial purposes;
- (b) you may not provide, sell, license, or lease the Content for any fee or other consideration;
- (c) you must ensure all copyright, trademark, and other proprietary rights notices included in the Content as presented on the Site appear on all copies;
- (d) you may not modify or alter the Content in any way; and
- (e) you may not use any graphics separately from accompanying text.

(4) **SITE LIMITED TO USE BY UNITED STATES RESIDENTS**

The Site is intended for use by residents of the United States of America only and any individual that submits personal information or registers on the web site represents and warrants that such person is a resident of the United States of America. The Content of the Site is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. The Site is provided from the United States of America, and all servers that make it available reside in the United States. The laws of other countries may differ regarding the access and use of the Site. We do not make any representations regarding the legality of the Site in any other country, and it is your sole responsibility to ensure that your use complies with all applicable laws.

(5) **OTHER SITES; THIRD-PARTY CONTENT**

As a convenience to you, the Site may provide links to websites and access to content, products, and services of third parties, including our affiliates, strategic partners, and other entities with which our connection consists of only a hyperlink (“[Linked Sites](#)”). All Linked Sites are provided only because they may be of interest to Site users. Information and views contained in Linked Sites are not adopted or endorsed by us.

You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. We do not author, edit, or monitor these Linked Sites and are not responsible or liable for (a) the availability of or content provided on the Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by us, or vice-versa; (b) third-party content accessible through the Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through the Site. You bear all risk associated with the use of the Linked Sites, third party services, and your correspondence or business dealings with any third-party found on or through the Site.

(6) **MODIFICATIONS TO TERMS**

We may change, modify, add, and/or delete all or portions of these Terms from time to time by posting updated Terms on the Site, which shall apply to your use of the Site after such modifications have been posted. Please review these Terms periodically for any updates or changes. Your continued use of the Site following the posting of any updates or changes to these Terms constitutes your acceptance of such updates and changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to terminate your use of the Site immediately.

(7) **PERFORMANCE/TERMINATION/MODIFICATIONS OF SITE**

You acknowledge that the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service, or other unforeseen circumstances. Further, a reference to a product or service on the Site does not imply that the product or service is or will be available in your location. We reserve the right to modify or terminate your access to the Site or portions of the Site, at any time, temporarily or permanently, with or without notice to you, for any reason, and are not obligated to support or update the Site. These Terms shall survive any termination. We also may impose limits on certain features and services, restrict your access to parts or the entire Site, or charge fees for access to portions of the Site without notice or liability. You acknowledge and agree that we will not be liable to you or any third party in the event that we exercise our right to modify or terminate access to the Site or portions of the Site.

(8) **TYPOGRAPHICAL ERRORS; OMISSIONS AND INACCURACIES**

Our goal is to provide complete, accurate, and up-to-date information on the Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

(9) **COPYRIGHT INFRINGEMENT**

In accordance with the US Federal Digital Millennium Copyright Act (“DMCA”), we have designated an agent to receive notifications of alleged copyright infringement associated with the Site. We will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify us at info@omniapartners.com. When notifying us of the alleged copyright infringement please provide us with the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf.

If we in good faith believe material to infringe a copyright or otherwise violate any intellectual property rights, we will remove or disable access to such material.

(10) **DISCLAIMER**

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE AND ALL CONTENT AND INFORMATION PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN “AS IS, WHERE IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE AND OUR SUPPLIERS, PARTNERS, AND LICENSORS 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 THE SITE AND/OR ANY CONTENT, LINKED SITES, INFORMATION, TOOLS, APPLICATIONS, PRODUCTS, AND SERVICES PROVIDED ON OR THROUGH THE SITE. WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) ANY PARTICULAR RESULTS MAY

BE OBTAINED FROM THE USE OF THE SITE; (D) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, TOOLS, APPLICATIONS, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (E) DEFECTS, IF ANY, WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SITE 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 WITH RESPECT TO AND MAKES NO REPRESENTATIONS REGARDING THE SEQUENCE, ACCURACY, OR COMPLETENESS OF ANY AGREEMENT OR CONTRACT, INFORMATION, STATE STATUTES, OR OTHER DATA DISPLAYED ON OR THROUGH THE SITE.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

The Site is designated and provided for informational purposes only. Nothing on the Site constitutes legal advice or recommendations or endorses 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 the Site.

(11) **LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE OR OUR SUPPLIERS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED, OR CONSEQUENTIAL 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 THE SITE OR ANY CONTENT, INTELLECTUAL PROPERTY, APPLICATIONS, TOOLS, PRODUCTS, INFORMATION, OR SERVICES PROVIDED IN CONNECTION WITH THE SITE, 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) **LIMITATION ON ACTIONS**

You agree that any dispute arising out of these Terms or your use of the Site must be filed within one (1) year after the claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

(13) **ACKNOWLEDGEMENT**

You acknowledge (a) that you have read and understood these Terms and (b) that these Terms have the same force and effect as a signed agreement.

(14) **DISPUTE RESOLUTION; GOVERNING LAW**

These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice-of-law provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules and regulations of the United States will govern. You agree that venue for all actions, arising out of or relating in any way to your use of the Site or our Content, shall be in federal or state court of competent jurisdiction located in Williamson County, Tennessee. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

(15) **GENERAL**

If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Our failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without OMNIA Partners' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. OMNIA Partners may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon permitted assignees. These Terms of Use as posted from time to time on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to the subject matter.

Last updated and effective: August 7, 2018

PRIVACY NOTICE

OMNIA Partners, Inc. (“Company,” “we” or “us”) values our relationship with you and takes your privacy seriously. The purpose of this Privacy Notice is to identify how we may process, collect, store, disclose, share and use (collectively, “use”) the data that we collect from you in connection with your registration as a member or supplier, as applicable, and the use of our business services or our website (www.omniapartners.com) (collectively, our “Services”). This Privacy Notice also identifies your rights with respect to your personal information, all as described in more detail below.

We may update or modify this Privacy Notice at any time, by posting the amended version on this site and including the effective date of the updated version. We will announce any material changes to this Privacy Notice through an alert on our websites and/or via email. We may also provide other privacy notices on specific occasions when we are using your personal information in ways that differ from what we have described here, so that you are aware of how and why we are using such information and what your rights are with respect to such use. By accessing and/or using the Services, you accept and agree to the terms of this Privacy Notice and the use of your data and personal information as described in this Privacy Notice. You also agree to be bound by the Terms of Use set forth at www.omniapartners.com/termsfuse. If you do not agree to be bound by this Privacy Notice or any subsequent modifications, you should not access or use the Services or disclose any personal information through any of the Services.

This Privacy Notice was last updated August 7, 2018.

Your privacy and the security of your personal information is, and will always be, important to us. We want to transparently explain how and why we use your personal information, as well as outline the controls and choices you have around when and how you choose to share personal information. If we use your personal information, you will have certain important rights which you can exercise. The rights you will be able to exercise will depend on how and why we use your information.

This Privacy Notice contains the following information, which you can access by scrolling down:

- 1. How to contact us.**
- 2. The information we collect about you.**
- 3. How we may use your information.**
- 4. Who we may share your information with.**
- 5. Your rights and options regarding your personal information.**
- 6. How we safeguard your personal information.**
- 7. How long we store your personal information.**
- 8. Links.**
- 9. Children.**
- 10. Special notice to California residents.**
- 11. Special notice to non-U.S. users regarding data transfers.**
- 12. Governing law and jurisdiction.**

1. How to contact us.

How to contact us and update your communication preferences and/or information:

You can update your communication preferences and information in the following ways by: update your contact information by contacting us at the e-mail or postal address below.

Additionally, if you have any questions or concerns about our use of your personal information, please do not hesitate to contact us through any of the methods listed below.

Mail:

OMNIA Partners, Inc.
Attn: Chief Information Officer
840 Crescent Centre Drive, Suite 600
Franklin, TN 37067

Phone: 866-875-3299

Email: info@omniapartners.com

2. The information we collect about you.

Information we collect.

We obtain information about you and your use of our Services and conduct our business, to develop comprehensive statistics related to the use of our Services, to serve our customers better, and for other business-related purposes. The information we collect can include non-personally identifiable information or personal information as further described in this Privacy Notice. Please note that if you fail to provide us with such information, we may not be able to perform functions that would require our access to and use of the information.

Personal information is information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. We collect information through any correspondence that you provide to us whether through email, mail, phone calls, or through our Services and through Supplier relationships and occasionally through third parties and trade associations. Information that you provide might include, but is not limited to the following: (a) first and last names; (b) demographic information; (c) mailing address; (d) email address; (e) phone number; (f) purchasing history and related information; (g) job title; (h) company, agency or entity name; and (i) other information that may personally identify you.

We do not consider personal information to include information that can no longer be used to identify a specific natural person, whether in combination with other information or otherwise.

When and how do we collect your information?

We collect information from you both when you provide it voluntarily and also automatically when you use our Services, including purchasing history and related data. Most of the personal information we receive relates to Services that you have requested or content you have elected to receive.

In some instances, we automatically collect certain types of information when you use our Services or correspond with us. Automated technologies may include the use of web server logs to collect IP addresses, “cookies” and web beacons.

A “Cookie” is a small data file that is downloaded onto your computer or mobile device when you use our Services, used to tailor your use of our Services and your preferences, authenticate your access, and/or display relevant information. An “Anonymous Identifier” is a random string of characters that is used for similar reasons as Cookies. We may use Cookies and Anonymous Identifiers to become more familiar with you through the study of analytics.

Some portions of our Services require the use of Cookies for proper function. Anonymous Identifiers can be used where Cookie technology is not available. You may refuse to accept Cookies by activating the appropriate “do not track” setting on your web browser. These features are not yet uniform, so we do not currently respond to such features or signals. Therefore, if you select or turn on a “do not track” feature in your web browser or block or delete tracking Cookies, we, and our third-party providers, may continue collecting information about your online activities as described in this Privacy Notice. If you select this setting, you may be unable to access or use certain parts of our Services.

A “Web Beacon” is an object embedded into a web page or an email that collects various data. A Web Beacon functions similarly to a Cookie and can allow us to learn more about your behavior, actions, and preferences.

For more information about the information we collect, read on below.

What information do we collect from you?

| <i>Information collected when you elect to receive content through our website (such as by signing up for email updates or requesting information related to our Services)</i> | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Categories of Information | Description of category |
| Content Registration Information | This is the personal information that is provided by you or collected by us to enable you to sign up to access our services and receive information through our website. This may include your name, email address, address, job title and company, phone number, and any personal information and any company, agency or entity information that you choose to enter into a blank message box. |

| <i>Information collected through use of our Services</i> | |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Categories of Information | Description of category |
| Services Registration Information | <p>This is the personal information that is provided by you or collected by us to enable you to login and access your account and our Services. This may include your name, email address, address, job title and company, phone number</p> <p>Some of the personal information we will ask you to provide is required in order to create your account. You also have the option to provide us with some additional personal information in order to make your account more personalized.</p> |
| Services Usage Information | <p>This can be personal information and non-personal information that is collected about you when you are using our Services, and this may include:</p> <ul style="list-style-type: none"> ○ Information about the Services you have elected. ○ Information about your interactions with our Services which includes the data and time of any information you enter into our Services, and your interactions with other users of our Services. ○ Technical data which may include URL information, Cookie data, Web Beacons, your IP address, the types of devices you are using to access or connect to our Services, unique device IDs, device attributes, network connection type (e.g., WiFi, 3G, LTE, Bluetooth) and provider, network and device performance, browser type, language, and operating system. Further details about the technical data that is processed by us can be found below. ○ Information from your access or use of any of our pages on social media platforms, such as our blogs, Facebook, Twitter, or LinkedIn (“Social Media Platforms”). We may receive aggregate information and analysis about your usage of our pages on such Social Media Platforms. |
| Anonymized Information | <p>We use anonymized and aggregated information that may be created or derived from your personal information or usage of the Services for purposes that include data analysis, improving our Services, advertising, and developing new features and functionality within our Services.</p> |

Generally, we do not collect any information relating to race or ethnic origin, political opinions, religious or other similar beliefs, union membership, physical or mental health, sexual life or criminal record. Before collecting and/or using any such special categories of data, we will obtain your consent or establish a lawful exemption which will allow us to use that information.

3. How we may use your information.

We will only use your information for the purposes identified below, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose described here.

In the table below, we have set out the reasons why we process your information, the associated legal basis we rely upon to legally permit us to process your information, and the categories of information (identified in Section 2) used for these purposes:

| Why Company processes your information | Lawful basis for the processing purpose | Categories of information used by Company for the processing purpose |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| To provide, personalize, and improve your experience with our Services and other services and offerings provided by us (for example, by providing customized or localized content, recommendations, support, and features through our Services). | <ul style="list-style-type: none"> ○ Performance of a contract ○ Legitimate business interest | <ul style="list-style-type: none"> ○ Content Registration Information ○ Services Registration Information ○ Services Usage Information ○ Anonymized Information |
| To understand how you access and use our Services to ensure technical functionality of our Services, to prevent or investigate security breaches or other potentially prohibited activities, develop new products and services, and analyze your use of our Services, including your interactions with applications or services made available, linked to, or offered through our Services. | <ul style="list-style-type: none"> ○ Performance of a contract ○ Legitimate business interest | <ul style="list-style-type: none"> ○ Content Registration Information ○ Services Registration Information ○ Services Usage Information ○ Anonymized Information |
| To communicate with you for Services-related purposes. | <ul style="list-style-type: none"> ○ Performance of a contract ○ Legitimate business interest | <ul style="list-style-type: none"> ○ Content Registration Information ○ Services Registration Information ○ Services Usage Information |
| To communicate with you, either directly or through one of our service providers, for: marketing, research, to provide email updates, or other promotional purposes, via email, notifications or other messages, consistent with any permissions you may have communicated to us. | <ul style="list-style-type: none"> ○ Consent ○ Performance of a contract ○ Legitimate business interest | <ul style="list-style-type: none"> ○ Content Registration Information ○ Services Registration Information ○ Services Usage Information |

| | | |
|-----------------------------------------------------------------------------------------------------------------------|-----------|------------------------------|
| | | |
| With your consent, we may use your geo-location to provide you with features or other content based on your location. | ○ Consent | ○ Services Usage Information |

Legitimate Business Interests

Where we rely on “legitimate business interests” as the reason for processing your information, we have to carry out a balancing exercise to make sure your rights as an individual are not impacted. In some cases, we have set out our balancing test above. Otherwise, as a result of our balancing test, which is detailed below, we have determined, acting reasonably and considering the circumstances, that we are able to process your personal information in accordance with data protection laws on the basis that we have a legitimate business interest.

We have a legitimate business interest in processing your personal information as:

- We need the information to respond to your inquiries;
- We need the information to send you information; and
- We would be unable to provide our Services without processing your information.

We consider that it is reasonable for us to process your personal information for the purposes of our legitimate interests outlined above as (a) we process your personal information only so far as is necessary for such purpose and (b) it can be reasonably expected for us to process your personal information in this way. In most cases, the information is being processed for your benefit as well as ours.

If we wish to process your existing information for a new purpose other than as stated above, we must inform you of that further processing and provide information surrounding your information’s use.

4. Who we may share your information with.

In connection with our Services, we may share your personal information with the following types of recipients and for the following reasons:

| Categories of Recipients | Reasons for sharing |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Supplier partners | We share purchasing data of our members with our supplier partners in connection with our Services. |
| Service providers and others | We use service providers to operate our software and infrastructure, in particular providers which host, store, manage, and maintain our Services, its content and the data we process. This includes any email marketing or information security service providers. |
| Data analytics providers | We will share your personal information to create general data analytics regarding usage of our Services, on an aggregate basis and without personal identifiers. |

| | |
|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Law enforcement and data protection authorities | We will share your personal information with third parties where required by law (including to respond to valid legal process such as a search warrant or a court order), where it is necessary in connection with our Services or where we have another legitimate interest in doing so. |
| Other legal or regulatory authorities | We will share your personal information for us to comply with our legal obligations, including assessing compliance with our regulatory requirements (e.g., using customer order information in the aggregate, including revenues generated in connection with our regulatory tax requirements). |
| Buyer or successor of our business | We will share your personal information with any buyer or successor in the event of a merger, reorganization, dissolution, or other sale or transfer of title. |

Most, if not all, of the third parties with whom we may share your personal information are located and store your information in the United States, although some may store your information outside of the United States.

5. Your rights and options regarding your personal information.

Your data belongs to you, not us. Therefore, you have the following rights with respect to your data under certain circumstances:

- The **right to request access** to your personal information and the following information regarding our use of your personal information:
 - The purpose of such use
 - The categories of your personal information that we have used
 - Who we have disclosed your personal information to
- The **right to request us to correct** any inaccurate personal information concerning you.
- The **right to request us to erase** your personal information when we no longer need such data in connection with our services or, with respect to “special categories” of personal information, if you withdraw consent to our use of such information.
- The **right to withdraw consent** to our use of personal information, if we are relying on consent to use your personal information.
- The **right to request us to restrict** our use of your personal information (e.g., suspend our use of your personal information).
- The **right to object** to our use of your personal information where we are not using it to perform Services you have requested from us.
- The **right to receive** a copy of your personal information.

If you want to exercise any of the rights listed above, please contact us through one of the methods listed in Section 1 above.

6. How we safeguard your personal information.

We have put in place appropriate security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. Other than third parties with whom we

share personal information in connection with our performance of Services, third parties we engage in our business who may have access to your personal information will only process your personal information on our instructions and they are required to only use your data as necessary to perform their contract with us.

While we are committed to protecting your personal information, please note that information communicated over the Internet is never 100% secure. Any transmission of personal information is at your own risk.

7. How long we store your personal information.

We may store your personal information as long as you use our Services to provide you with such Services and for legitimate business purposes.

We may store your personal information following completion of transactions with you to the extent required to comply with our legal, accounting, or reporting requirements and to provide information about our Services (such as your order history) requested by you. Additionally, we may continue to store your personal information contained in our standard back-ups.

Upon your request, we will delete or de-identify your personal information, unless, we are legally required or allowed to maintain such personal information.

8. Links.

Our Services may provide links to third-party websites that we do not control. We cannot be held responsible for third parties' privacy practices or content provided on these websites. If you click on one of these links, please understand that you are leaving our Service and any information you provide will not be covered by this Privacy Notice. Please read that website's privacy policy before providing any information.

9. Children.

Our Services is not directed to children under the age of eighteen (18) years. By using our Services, you represent that you are at least eighteen (18) years old. If you do not meet this age requirement, then you must not access or use our Services.

We do not knowingly collect information from children under the age of eighteen (18) years old. If you are under the age of eighteen (18) years old, please do not use our Services and do not provide any information to us.

For more information about the Children's Online Privacy Protection Act ("COPPA"), which applies to websites that direct their services to children under the age of thirteen (13), please visit the Federal Trade Commission's website <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions>.

If you think we have collected information from a child under the age of eighteen (18) through our Services, please contact us through one of the methods listed in Section 1 above. If we learn that we have collected the information of a child under the age of eighteen (18) years old, we will take reasonable steps to delete such information.

10. Special notice to California residents.

Under California law, individuals that live in California and have provided their information to us may request information about our disclosure of certain information to third parties for their direct marketing purposes. In

response to your written request, we will provide a list of the categories of information disclosed to third parties for third party direct marketing purposes during the immediately preceding calendar year, along with the names and addresses of these third parties. If you would like to exercise your rights under California law, please send your written request to the address in Section 1 above.

11. Special notice to non-U.S. users regarding data transfers.

This website is intended for use by residents of the United States only. If you are located outside the United States and are using our Services, you should be aware that your personal information will be transferred to the U.S., the laws of which may be deemed by your country to have inadequate data protection. If you are located in a country outside the U.S. and submit personal information to us, you consent to the general use and disclosure of such information as provided in this Privacy Notice and to the transfer and/or storage of that information to the U.S.

12. Governing law and jurisdiction.

This Privacy Notice, your use of Our Services and this website, and the use of our information shall be construed, governed, and enforced under the laws of the State of Tennessee (without regard to rules governing conflicts of laws provisions). You agree that venue for all actions, arising out of or relating in any way to your use of our Services, shall be in federal or state court of competent jurisdiction located in Williamson County, TN, within one (1) year after the claim arises. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

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