ESSENTIALS TERMS AND CONDITIONS

The terms set forth herein, together with the terms contained in Customer's master agreement with Omnicell and the applicable Pricing Supplement will govern the licensing of Essentials, by Omnicell to Customer and Customer's use thereof. In the event of a conflict between these terms and the abovementioned documents, the following order of precedence shall apply: (1) these terms, (2) the applicable Pricing Supplement, and (3) Customer's master agreement with Omnicell. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the master agreement, or Pricing Supplement, as applicable.

1. SUBSCRIPTION. As defined in the Pricing Supplement, the Essentials subscription shall include Essentials Licensed Software at Customer-owned facilities and/or Essentials-related modules as granted in accordance with Schedule C (Software License Schedule), the license to use the Essentials Licensed Software, and Support Services for use of the Essentials Licensed Software during the Essentials Subscription Term (the "**Essentials Subscription**"). Customer shall receive the Essentials Subscription from Omnicell at the fee(s) set forth in this Pricing Supplement. The Support Services Term for the Essentials Licensed Software shall be co-terminus with the Essentials Subscription Term. Customer acknowledges that the nature, type, and availability of Essentials Subscription may change at any time during the Essentials Subscription Term. Customer's right to use Essentials Subscription will begin upon implementation of the Essentials Licensed Software and terminate upon the earlier of our notice (through a website posting or otherwise) or in accordance with the master agreement ("**Essentials Subscription Term**").

2. CLOUD INFRASTRUCTURE. Omnicell utilizes a third-party cloud infrastructure for some of its Delivered Products ("**Cloud-based Delivered Products**"). Omnicell shall maintain physical, technical and administrative safeguards necessary in accordance with HIPAA. These safeguards shall be no less than industry standards in the cloud computing industry to protect Customer data against unauthorized access, use, or disclosure while it is accessible or held by Omnicell. In accordance with the Agreement, Customer shall be responsible for any back up, archiving or recovery of Customer data. Omnicell shall not be responsible for any outages of the third-party cloud infrastructure.

3. ALPHA AND BETA FUNCTIONALITY. From time to time, Omnicell may add certain alpha or beta functionality to your view of Cloud-based Delivered Products (individually and collectively, '**Alpha Functionality**'). Alpha Functionality will be identified as such in (i) the release note related to such functionality, (ii) an alpha or beta invitation/participation letter, agreement or statement or work, and/or (iii) an amendment to the Agreement. It is Customer's responsibility to review all such release notes, invitations, statements of work, and letters sent to Customer. Customer's access to, and use of, any Alpha Functionality will be governed by the terms and conditions posted at https://www.omnicell.com/agreement/Alpha in addition to this Agreement.

4. UPDATES AND ENHANCEMENTS. The Cloud-based Delivered Products includes updates to the Licensed Software, Documentation and/or Cloud-based Delivered Product Subscription containing error corrections, bug fixes, functional enhancements, modifications or extensions ("**Cloud-based Updates**"). The Cloud-based Delivered Products provided herein do not include modifications of the Licensed Software providing new or different functionality that are separately priced and marketed by Omnicell ("**Cloud-based Enhancements**"). Cloud-based Enhancements may be included at an increased Subscription fee to be mutually agreed upon in writing via amendment or purchased under a separate Pricing Supplement between the Parties, as applicable.

5. WARRANTY DISCLAIMER. Customer acknowledges that some of our Cloud-based Delivered Products and its related module(s) are intended to be used as a supplement to Customer's larger and comprehensive drug diversion programs and infrastructure. In addition, Omnicell disclaims any warranty as to the accuracy of any report, data or other material or other technology, data, specifications, or designs (collectively, "**Reports**") delivered to Customer or any third party to the extent such Reports incorporate or are based on or rely upon any Customer or any third party data or materials. IN ADDITION TO OTHER WARRANTY DISCLAIMERS INCLUDED IN THE AGREEMENT, OMNICELL SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR TITLE WITH RESPECT TO ITS CLOUD-BASED DELIVERED PRODUCTS. THE USE OF THE CLOUD-BASED DELIVERED PRODUCTS ARE INTENDED TO SERVE AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTHCARE PROFESSIONALS AND ADMINISTRATORS.

6. DATA. Customer acknowledges and agrees that Omnicell will collect data and use data in an aggregated form related to the performance of the Delivered Products for the purposes of (1) research and development, (2) creation of a centralized benchmarking mechanism, and (3) for statistical and other information related to the performance, operation and use of the Delivered Products. Omnicell shall own and have the right to use, in any manner and for any purpose, any information gained as a result of Customer's use of the Delivered Products, including without limitation, all written and electronic reports, notes, correspondence, materials, data, benchmark, and other information relating to or arising out of either party's performance of this Agreement (collectively, **'Data'**). If Data includes patient specific information, any patient specific information will be used on behalf of the Customer and will be handled in accordance with HIPAA, unless specifically de-identified in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

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