PROFESSIONAL SERVICES TERMS

Omnicell, Inc. and its assigns and wholly owned subsidiaries ("**Omnicell**") and Customer have an agreement in place ("**Underlying Agreement**") for the provision or purchase of certain Delivered Products, Services, or Omnicell Solutions identified on Omnicell's order form commonly known as a Pricing Supplement. By executing the applicable Pricing Supplement to which these Professional Services Terms ("**Professional Services Terms**") are incorporated, Customer hereby accepts and agrees to be bound by these Professional Services Terms. Except as expressly amended or modified herein and then only to the extent so modified with respect to such Professional Services, the terms of the Underlying Agreement remain in full force and effect. To the extent of any conflict between these Professional Services Terms and the Underlying Agreement, these Professional Services Terms will control with respect to such Professional Services, unless the Underlying Agreement is expressly noted to control over these Professional Service Terms.

1.1 **Overview**. Omnicell will provide such resources and utilize such employees and/or consultants as it deems necessary to perform the Professional Services (a) in a timely and professional manner consistent with industry standards and (b) at a location, place, and time that Omnicell deems appropriate. The manner and means used by Omnicell to perform the Professional Services desired by the Customer are in the sole discretion and control of Omnicell.

1.2 **Customer Obligations**. Customer will provide Omnicell with any required Customer Technology, at no cost to Omnicell, unless otherwise stated elsewhere in the Underlying Agreement or, if applicable, in a Statement of Work (SOW). If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third party outside Omnicell's control, the projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks or the Professional Services Terms. To the extent Customer provides to Omnicell any Customer Technology or third-party technology or materials in connection with any Professional Services, Customer has obtained all necessary permissions, licenses, consents and has the authority to provide such technology and materials to Omnicell.

1.3 **Schedule**. Omnicell will use commercially reasonable efforts to provide the Professional Services in a timely manner, and Customer will cooperate in good faith to allow Omnicell to achieve completion of such Professional Services in a timely and professional manner. Customer understands and agrees that Omnicell's provision of such Professional Services may depend on completion of certain Customer tasks or adherence to Customer schedules within Customer's control; consequently, the Professional Services Terms, time of performance and Professional Services may require adjustments or changes in the event such Customer tasks or schedules change, are modified or are not completed as anticipated.

1.4 **Segmentation**. Unless otherwise expressly set forth in this Underlying Agreement, a signed writing between the Parties or, as applicable, an SOW, Omnicell is not providing to Customer any Omnicell Delivered Products pursuant to these Professional Services Terms. If Omnicell provides Delivered Products, they will only be provided under the General Terms and Conditions of the Underlying Agreement and applicable, respectively, for the provision of those Delivered Products.

1.5 **Statements of Work**. If an SOW is required for non-standard Professional Services, Omnicell will provide to Customer the Professional Services described in one or more SOWs pursuant to these Professional Services Terms). Such SOW may be amended or modified by supplementary SOWs agreed to in writing by both Parties hereto and attached to the SOW, and thereafter, the Professional Services will be deemed to include the services described in such supplementary SOWs.

2. PROFESSIONAL SERVICES FEES AND EXPENSES.

2.1 **Fees and Expenses**. Customer will pay Omnicell the fees set forth in an applicable Pricing Supplement or SOW, as applicable. Customer also will reimburse Omnicell for actual, reasonable travel and out-of-pocket expenses

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incurred for any Professional Services that must be performed away from Omnicell facilities, or that are otherwise identified as being chargeable in an applicable Pricing Supplement or SOW, as applicable.

2.2 **Milestone Payments**. In the event milestone payments are mutually agreed to by the Parties as to the performance of Professional Services as based upon certain milestone events, achievement of such milestone events by Omnicell will thereby trigger the obligation by Customer to pay the applicable Milestone Payment as listed in the Payment Schedule. Upon achievement of the milestone, Omnicell will provide to Customer a statement showing achievement of the milestone and an invoice for the amount of the applicable Milestone Payment.

3. INTELLECTUAL PROPERTY RIGHTS.

3.1 **License to Customer**. Subject to Customer's continued compliance with the terms and conditions in these Professional Services Terms, Omnicell grants to Customer a worldwide, non-exclusive, non-transferable, perpetual, fully paid license under the Omnicell Intellectual Property Rights for the sole purpose of using the Deliverables in connection with its internal business operations. Customer will have no rights to sublicense to third parties the rights granted hereunder except as necessary to allow Customer to carry out its internal business operations.

3.2 **Customer Technology**. Customer Technology, to the extent known, will be identified in advance to Omnicell. Customer hereby grants Omnicell a royalty-free, non-exclusive, world-wide license under Customer's Intellectual Property Rights to use the Customer Technology for the sole purpose of enabling Omnicell to perform the Professional Services and develop or prepare any Deliverables for Customer.

3.3 **Reservation of Rights**. Except as otherwise set forth herein, neither these Professional Services Terms, nor the provision of Professional Services hereunder, will give either Omnicell or Customer any ownership interest in or rights to the Intellectual Property Rights of the other Party. All Intellectual Property Rights that are owned or controlled by a party at the commencement of these Professional Services Terms will remain under the ownership or control of such Party throughout the term of these Professional Services Terms and thereafter.

3.4 **Ownership of Deliverables and Innovations**. Omnicell will own all Intellectual Property Rights in any and all Deliverables and Innovations.

3.5 **Assignment of Intellectual Property Rights**. Customer irrevocably assigns to Omnicell all of its worldwide right, title and interest in and to any Deliverables and all derivative works of any Deliverables and any Innovations or other subject matter developed in performing Professional Services for Customer; and all Intellectual Property Rights relating to any of the foregoing. Customer will perform all acts reasonably necessary to perfect the foregoing assignment. Customer will perform all acts reasonably necessary to enforce and defend the assigned Intellectual Property Rights, subject to payment by Omnicell of all costs reasonably incurred by Customer which are associated therewith. If any or all of the foregoing subject matter is not assignable for any reason, then Customer hereby grants to Omnicell a worldwide, perpetual, unrestricted, royalty-free, fully paid up, exclusive license, including the right to grant sublicenses, make copies and derivative works, under all Intellectual Property Rights to the non-assignable subject matter.

4. THIRD PARTY CLAIM INDEMNIFICATION FOR CUSTOMER'S MEDICAL DECISIONS. Customer acknowledges that Omnicell provides no advice with respect to medical decisions relating to any patients, notwithstanding any Professional Services provided hereunder. Customer remains solely responsible for all medical decisions and is responsible for ensuring that it assigns knowledgeable health care personnel to work with Omnicell in connection with any Professional Services and/or the implementation of any recommendations that may be contained within any Deliverables to ensure that all appropriate medical decisions are made with respect to any patients. Customer will defend, indemnify and hold Omnicell harmless from any claims relating to any medical decisions made or not made with respect to any of Customer's patients.

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5. NO RESTRICTIONS ON PROFESSIONAL SERVICE OFFERINGS. Nothing in Professional Services Terms will limit either party's right to independently develop information, materials, technology or other products or services for itself or for others which may compete with the other party or which may be similar to the Confidential Information, as the case may be, so long as no unauthorized disclosures or uses of the Confidential Information have been made by the party during the Term of the Underlying Agreement. Subject to the limitations in this Section 6, Omnicell may in its sole discretion develop, use, market, license, offer for sale, or sell any product or service that is similar or related to that which was developed for or provided to Customer by Omnicell hereunder.

6. EFFECT OF TERMINATION.

6.1 **Effect of Termination**. Upon termination of this Professional Services Terms for any reason, Omnicell may discontinue any Professional Services. In the event payment for any Professional Services or Deliverables remains outstanding, Customer will return any such Deliverables, including all copies, and Customer's right to use such Deliverables will cease. Within ten (10) days following termination, Customer will certify in writing to the other that all originals, copies and extracts of any Confidential Information of the other Party, in whole or in part, in any form, have either been returned to the disclosing Party or destroyed in accordance with the disclosing Party's specific instructions.

6.2 **Payment upon Termination**. Within thirty (30) days of termination of these Professional Services Terms for any reason, Omnicell will submit to Customer an itemized invoice for any fees or expenses accrued and unpaid under this Professional Services Terms prior to the date of such termination, and Customer will pay such invoice pursuant to the General Terms and Conditions of the Underlying Agreement unless otherwise agreed to in a signed writing between the Parties or an SOW.

7. GENERAL DEFINITIONS.

7.1 **"Customer Technology"** means the materials and technology owned or controlled by Customer which Omnicell reasonably requires to perform the Professional Services.

7.2 **"Deliverables"** means the materials, devices, products or other deliverables that are provided by Omnicell to Customer as a result of performing Professional Services.

7.3 **"Innovations"** means any invention, development or innovation conceived or developed by Omnicell solely or jointly with Customer in the performance of the Professional Services and whether or not forming part of a Deliverable, including, but not limited to programs and their documentation, works of authorship and improvements, designs and artwork, design flows, processes, databases, algorithms, methods, libraries, computer languages, encoding techniques, articles, writings, compositions and models.

7.4 **"Milestone Payments"** means the milestone payments, if any, set forth in the SOW.

7.5 **"Payment Schedule"** means the payment schedule for such Professional Services for the provision of such Professional Services.

7.6 **"Professional Services"** means the consultative services provided by Omnicell to Customer.

7.7 **"Professional Services Terms"** means the timetable relating to the performance of the Professional Services.

7.8 **"Statement of Work" or "SOW"** means, in the event a Professional Service necessitates a mutually agreed upon schedule and description of non-standard Professional Services and Deliverables, such schedule and description of such non-standard Professional Services will be provided in writing from time to time, which may include single or multiple SOWs.

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