

SUPPLEMENTAL TERMS: ENTERPRISE SUPPORT SERVICES

OmniceLL, Inc. and its assigns and wholly owned subsidiaries (“**OmniceLL**”) and Customer have an agreement in place as identified in the Pricing Supplement that incorporates these enterprise support services (“**ESS**”) Supplemental Terms by reference (such Pricing Supplement, including all documents and agreements incorporated therein other than these ESS Supplemental Terms are referred to herein as the “**Underlying Agreement**”) that, together with the terms and conditions set forth in these ESS Support Supplemental Terms (“**ESS Supplemental Terms**”), will govern Customer’s receipt and use of the ESS referenced in these ESS Supplemental Terms. Defined terms used in these ESS Supplemental Terms and not otherwise defined shall have the meaning set forth in the Underlying Agreement. The specific components of the ESS are set forth in the Documentation for the ESS (“**ESS Documentation**”) and shall commence as provided in the ESS Documentation. By execution of the Pricing Supplement or receiving, accessing or using the ESS, Customer hereby accepts and agrees to be bound by these ESS Supplemental Terms. Except as expressly amended or modified herein, and then only to the extent so modified with respect to the ESS, the terms of the Underlying Agreement remain in full force and effect. These ESS Supplemental Terms are incorporated by this reference into the Solution Terms referenced in the Pricing Supplement and such Solution Terms apply to the ESS as though set forth herein. To the extent of any conflict between these ESS Supplemental Terms and such Solution Terms, the terms of the Solution Terms shall prevail to the extent of such conflict. To the extent of any conflict between these ESS Supplemental Terms and the terms of the Underlying Agreement other than such Solution Terms, these ESS Supplemental Terms will control with respect to the ESS. The Underlying Agreement may be modified from time to time as specified therein.

1. **Enterprise Support Services.** If the Pricing Supplement provides for the provision of the ESS, Omnicell will, subject to the Solution Terms and these ESS Supplemental Terms, use commercially reasonable efforts to provide the ESS for those Delivered Products that are part of the Omnicell Solution for which the ESS are an option as identified in the ESS Documentation. The ESS are also additional “Support Services” (as defined in the Underlying Agreement) and remain subject to the applicable provisions of the Support Services Schedule referenced in the Underlying Agreement. The ESS Documentation describes the estimated commencement date for the ESS but in any event such commencement will follow the Activation of Service as provided in the Solution Terms. Omnicell will determine in its reasonable discretion the schedule and prioritizations associated with the provision of the ESS, as further described in the ESS Documentation. Notwithstanding anything to the contrary, the ESS are not subject to the terms and conditions of the Professional Services Terms in the Underlying Agreement or otherwise referenced in the Pricing Supplement or the section of the Solution Terms entitled “Implementation” or “Advanced Services Resident Specialist.” The ESS Documentation contains a more complete description of the ESS.

2. **APPLICABILITY.** Customer must subscribe all applicable Delivered Products at a Customer Onsite facility to the Advantage Support services contract in order to be eligible to receive the ESS at such Customer Onsite facility. ESS is only available for support of Delivered Products on an Advantage Support services contract. For clarity, ESS is not available for and will not support Delivered Products that have been designated or otherwise notes as “end of support,” “end of life,” or other comparable designation, whether or not such Delivered Product may be subject to a transition support amendment, time and materials support, other support, or no support.

3. **RISK ALLOCATION.** FOR CLARITY, THE PROVISIONS OF THE UNDERLYING AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE PROVISIONS OF THE SOLUTION TERMS & CONDITIONS) RELATED TO DISCLAIMERS, THE ALLOCATION OF FINAL RESPONSIBILITY FOR PATIENT CARE AND MEDICAL DECISIONS, AND LIMITATIONS OF LIABILITY APPLY TO THE ESS AND THESE ESS SUPPLEMENTAL TERMS AS THOUGH SET FORTH HEREIN. NOTHING CONTAINED IN THESE ESS SUPPLEMENTAL TERMS SHALL BE CONSTRUED TO LIMIT OR MODIFY SUCH PROVISIONS IN ANY MANNER.