

TERMS OF USE: ACCESS AND LICENSE

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 identified on Omnicell’s order form commonly known as a Pricing Supplement. By accessing or using Licensed Software and/or SaaS identified in the applicable Pricing Supplement to which these Access and License Terms of Use (“**Access and License TOU**”) are incorporated, Customer hereby accepts and agrees to be bound by these Access and License TOU. Except as expressly amended or modified herein and then only to the extent so modified with respect to such Licensed Software and/or SaaS, the terms of the Underlying Agreement remain in full force and effect. To the extent of any conflict between these Access and License TOU and the Underlying Agreement, these Access and License TOU will control with respect to the SaaS access and Licensed Software licensing, unless the Underlying Agreement is expressly noted to control over these Access and License TOU.

1. TITLE & IP OWNERSHIP.

1.1 Title. Omnicell reserves all rights not expressly granted to Customer in the Agreement. Licensed Software and SaaS are not sold. Title to and ownership, in whole or in part, of the Licensed Software, SaaS, Documentation, and Omnicell Confidential Information, as well as any and all adaptations, modifications or derivative works thereto and any and all Intellectual Property Rights therein or relating thereto, at all times remain with and vest in Omnicell and its licensors. Nothing in the Agreement (including this Schedule C (Access and License Schedule) or any Pricing Supplement), in any Statement of Work, Documentation, or otherwise will be interpreted as conveying or does convey to Customer any rights in the Licensed Software, SaaS, or Documentation other than those limited licenses or access rights granted in this Schedule C (Access and License Schedule).

1.2 Developments to Delivered Products. Customer irrevocably assigns to Omnicell all of its worldwide right, title and interest in and to any and all derivative works of the Licensed Software and Documentation, as well as any and all any inventions, products, or other subject matter developed relating to or using the Licensed Software, and all Intellectual Property Rights in or relating to any of the foregoing and all Residuals. Customer will perform all acts reasonably necessary to perfect the foregoing assignment and to enforce and defend the assigned Intellectual Property Rights. If any or all of the foregoing subject matter is not assignable for any reason, then Customer hereby grants to Omnicell a worldwide, perpetual, irrevocable, unrestricted, royalty-free, fully paid up, exclusive license, including the right to grant sublicenses, under all Intellectual Property Rights, to the non-assignable subject matter. If, as a matter of law, any of the foregoing is not assignable or licensable to Omnicell as set forth above, Customer waives the enforcement against Omnicell of any Intellectual Property Rights with respect thereto.

1.3 Feedback. If Customer or any of its employees or contractors provides any communications or materials, suggesting or recommending changes to Delivered Products or Services, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), Omnicell owns such Feedback. To the extent necessary, Customer hereby assigns to Omnicell on Customer’s behalf and on behalf of its employees, contractors and/or agents, all right, title, and interest in any Feedback.

1.4 AI Technologies. Omnicell may provide AI Technology or include AI Technology in Delivered Products or Services. The AI Technology will be identified as such in the Documentation, Pricing Supplement, SOW, or other notice to Customer. While Omnicell uses commercially reasonable efforts to reduce errors and omissions of AI Technology, Customer is solely responsible for Customer’s use of AI Output, including any decisions made or actions taken in reliance on such AI Output, the appropriateness of Customer’s use of such AI Output, and review of accuracy and correctness of such AI Output. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN ADDITION TO ANY DISCLAIMERS SET FORTH IN THE AGREEMENT, OMNICELL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, OR NON-INFRINGEMENT OF THE AI TECHNOLOGY OR ANY AI OUTPUT AND WILL NOT BE LIABLE FOR ERRORS, ACTIONS, OR OMISSIONS ARISING OUT OF, RELATING TO, OR BASED ON THE USE OF THE AI TECHNOLOGY OR AI OUTPUT.

2. SYSTEM REQUIREMENTS. Customer will comply with System Requirements or other technical requirements set forth in Documentation for use of or access to a Delivered Product. Customer is responsible for provision of all such System Requirements at its own costs and in the timeframe mutually agreed with Omnicell in any Project Plan or agreed implementation timelines. In the event that Customer fails to adhere to System Requirements, Customer's Delivered Product may revert to offline mode and Customer may be unable to access the applicable Delivered Products or otherwise receive benefit from the affected Delivered Products; in such an event Customer will remain responsible for payment obligations and Omnicell will have no liability for such failure to access or use or the absence of such benefit. Work effort by Omnicell to connect or reconnect after Customer fails to comply with System Requirements will be considered Non-Standard Support Services and, in addition to fees for such Non-Standard Support Services, Customer may be charged a reconnection fee.

3. LICENSED SOFTWARE. Subject to the terms and conditions of this Agreement (including Customer's fulfillment of its payment obligations), Omnicell will grant to Customer a limited, nonexclusive, non-transferable, non-sublicensable, license, to use Licensed Software solely in the United States for Customer's internal business operations at the designated Customer Facility on the Delivered Products within which such Licensed Software is embedded and/or installed (or, where Omnicell has installed its server software on any Customer-provided servers, on such servers), in each case by such number of Users and during such period of time as set forth on the applicable Pricing Supplement or Documentation. In no event will the term of any license to the Licensed Software exceed the period during which Customer owns, rents, subscribes, or leases the applicable Delivered Products that is hardware (or any Customer-provided servers, if applicable) within which such Licensed Software is embedded and/or installed. Customer may not allow a competitor of Omnicell to be a User. In no event may Customer use or permit its Users or any third party to use the Licensed Software on or in connection with any products or equipment other than the Delivered Products. In addition, Customer may: (a) use only the number of copies of the Licensed Software as identified in the Pricing Supplement; (b) use the Documentation for Licensed Software only in connection with such use of the Licensed Software; and (c) make only one machine-readable copy of the Licensed Software, which copy may be used only for internal non-production purposes. Customer agrees, at its expense, to keep all such equipment related to the Licensed Software in good condition and working order.

4. DOCUMENTATION LICENSE. Subject to the terms and conditions of this Agreement (including Customer's fulfillment of its payment obligations), Omnicell will grant to Customer a limited, nonexclusive, non-transferable, non-sublicensable, license, to use Documentation for Delivered Products or Services contracted for by Customer solely in the United States for Customer's internal business operations at the designated Customer Facility set forth on the applicable Pricing Supplements. In no event will the term of any license to the Documentation exceed the period during which Customer owns, rents, subscribes, or leases the applicable Delivered Products.

5. SAAS ACCESS RIGHT.

5.1 Access. Subject to the terms and conditions of this Agreement, Omnicell will grant to Customer a limited, nonexclusive, non-transferable, right to access (and permit its Users to access) the Delivered Products that are SaaS solely in connection with Customer's authorized use of the applicable Delivered Products at the applicable Customer Facilities during the Subscription Term for Customer's internal business operations.

5.2 Suspension. Omnicell reserves the right (but is not obligated) to screen data uploaded to or processed through a Delivered Product. Notwithstanding anything to the contrary in the Agreement, Omnicell may suspend Customer's and any User's access to all or any portion of an applicable Delivered Product if: (a) Omnicell determines in its sole discretion that (i) there is a threat or attack on any networks or systems, the cloud infrastructure of Omnicell or Customer or their vendors or ecosystem partners; (ii) Customer's or any User's use of the Delivered Products poses a security risk, (or involves fraudulent, harassing, disruptive, or illegal activities); (iii) subject to Applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar transfer of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (iv) Customer has failed to adhere to System Requirements or timely install Updates or Upgrades; or (v) Omnicell's provision of the applicable Delivered Product to Customer or any User is prohibited by Applicable Law; (b) any vendor of Omnicell has suspended or terminated Omnicell's access to or use of any third-party services or products required to enable Customer to access the applicable Delivered Product; (c) Customer or a User uses or accesses a Delivered Product in a manner not authorized by the Agreement; or (d) Customer fails to timely pay Scheduled Payments for the applicable Delivered Product (any such suspension described in subclause (a), (b), (c) or (d), "**Suspension**"). Omnicell will use commercially reasonable efforts to provide written notice of any Suspension to Customer. Omnicell will use commercially



reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Suspension is cured. The work effort by Omnicell to connect or reconnect after a Suspension will be considered Non-Standard Support Services and, in addition to fees for such Non-Standard Support Services, Customer may be charged a reconnection fee. Omnicell will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Suspension and Customer remains responsible for, and is not relieved of, its obligations to pay Scheduled Payments during any Suspension.

5.3 Additional Subscriptions. For device-based or tier-based Subscription Products, including access through mobile application, if Customer exceeds the contracted number of devices or applicable tier, Customer must either execute a Pricing Supplement to purchase additional Subscriptions equal to the excess or pay the overage amount specified by Omnicell ("**Overage Amount**") and set forth in the Documentation. If applicable, the Overage Amount will include the same discount applied to Customer's initial Subscription purchase. Additional Subscriptions will be priced at the applicable contract rate then in effect or, if no contract rate applies, Omnicell's then-current list price.

6. CUSTOMER RESPONSIBILITIES.

6.1 General. Customer is responsible and liable for all uses of the Delivered Products and Services resulting from access or use provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer will use reasonable efforts to make all Users aware of this Agreement's provisions as applicable to such User's use of the Delivered Products and will cause Users to comply with such provisions. Customer will: (a) notify Omnicell promptly of any unauthorized use or any other known or suspected breach of security relating to Delivered Products; (b) report to Omnicell promptly, and use reasonable efforts to stop immediately, any copying or distribution of Delivered Products that is known or suspected by Customer or Users; and (c) not impersonate an Omnicell user or provide false identity information to gain access to or use a Delivered Product. Omnicell will not be responsible for any unauthorized use of any Delivered Product.

6.2 Access & Use. Customer will not and will not authorize or permit any User or third party to: (a) sell, lease, transfer, license or sublicense any or all of the Licensed Software, SaaS, Documentation and/or Omnicell Confidential Information or otherwise use any of the foregoing for the benefit of any sublicensee or third party; (b) decompile, disassemble, re-program, analyze, reverse-engineer or create or attempt to create any derivative work or any other software based upon the Licensed Software, SaaS, or Documentation or any portion thereof; (c) provide, copy, transmit, disclose, divulge, or make available to, or permit use of the Licensed Software (including its related systems and/or networks), SaaS, or Documentation by any entity, machine or person other than by Customer's Users as permitted by this Agreement, or otherwise interfere with or disrupt the integrity or performance of the Licensed Software, SaaS, or the data contained therein; (d) send or store any of the following on or through the Licensed Software or SaaS: (i) unsolicited or unlawful messages; (ii) infringing, obscene, threatening, harmful, libelous, or otherwise unlawful material, including material harmful to children or violative of privacy rights, or (iii) material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; (e) install any third party or non-Omniceil unapproved software or materials on a Delivered Product; or (f) use or operate the Licensed Software, SaaS, and/or Confidential Information for any other purpose other than as specifically set forth in the Documentation. Customer will only allow competent and duly qualified personnel to use or operate such Delivered Products, Documentation and/or Confidential Information in accordance with the Documentation, Applicable Law, and only for Customer's regular internal business purposes.

6.3 License and Access Audit. For the term of the license or access right and three years thereafter, Customer will keep accurate books and records as are reasonably necessary related to the use of Licensed Software and SaaS to verify Customer's compliance with this Schedule ("**Access and License Records**"). Upon reasonable notice, Customer will permit Omnicell or its representatives to inspect and make copies of Access and License Records. Where available, Omnicell will conduct such audit remotely. Customer will cooperate with Omnicell in any audit. Unpaid amounts discovered and interests as set forth in the General Terms and Conditions will be promptly paid by Customer and, if such audit reveals an underpayment by Customer of greater than 5% percent, Customer will additionally pay the cost of such audit.

6.4 Customer Assets. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any User in connection with the Delivered Products; (c) Customer's information technology infrastructure, including computers,



software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Users' access credentials; and (e) all access to and use of the Delivered Products directly or indirectly by or through the Customer Systems or its or its Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

6.5 Customer Cooperation. Customer will reasonably cooperate with Omnicell in connection with the implementation of the Licensed Software and SaaS, including ensuring the requirements set forth in the Documentation and Project Plan are met on a timely basis and assisting with data access and migration as requested by Omnicell.

7. INTERFACES. For Licensed Software that are Interfaces, this section additionally applies.

7.1 Vendor Agreement. Unless expressly set forth in the Documentation for such Interface, Customer is required to have an agreement in place directly with its vendor permitting any required data to be sent to, or received by Omnicell via, such Interface. Customer acknowledges that Customer's vendor is a third party with whom Customer has a contractual relationship and as such, Omnicell is not responsible for such third party's use, disclosure, protection, or storage of data transferred to Customer's vendor via an Interface or such third party's participation or engagement with the Interface. Customer is responsible for ensuring the correctness or accuracy of the data received from Customer's vendor and that data sent via the Interface is not Customer's sole source of such data. As between Customer and Omnicell, Customer is solely responsible for the use, protection, and other rights or obligations of Customer's vendor with respect to data transferred via an Interface, including the acquiring of any consents required for the transfer and use of such data in connection with this Agreement, including any applicable Pricing Supplement or Statement of Work. Customer will provide all necessary direction to Customer's vendor to effectuate such transfer of data between Omnicell and Customer's vendor. Should vendor make changes to vendor's connection to the Interface or data provided such that the Interface cannot function as intended, Customer will ensure vendor's cooperation to correct the issue and will be responsible for any costs required to reestablish intended use of the Interface.

7.2 Direction to Send / Receive Customer Data. In order for an Interface to be used by Omnicell or in connection with the Delivered Product, Service or offering identified in the applicable Pricing Supplement, Customer hereby directs, authorizes, and consents to the transfer in electronic (or other) form of data (which may include PHI or Personally Identifiable Information contained therein), as applicable: (a) by Omnicell or from Customer's instance of the Delivered Product, Service or offering to Customer's vendor via such Interface, and (b) from Customer's vendor to Omnicell or the Delivered Product, Service or offering via such Interface, all as may be further described in the Documentation. Customer may terminate this authorization as provided in the Documentation. Use of an Interface or an Omnicell product, service, or solution reliant on such Interface may be adversely impacted by such termination or vendor caused changes, including resulting in the inability of Customer to use such Interface or Omnicell product, service, or solution. Notwithstanding anything to the contrary, Omnicell will not have any responsibility for any such impact, and any such impact will not result in a breach of the Agreement by Omnicell. Omnicell will have no obligation to mitigate any such impact. If Omnicell determines in its discretion to seek to mitigate such impact, its efforts will be at Customer's expense on a time and materials basis.

7.3 Transferred Data via Interface. Unless otherwise set forth in the Documentation, data received from Customer or Customer's vendor via an Interface will be considered Customer Data and subject to the Agreement and, as applicable, the Documentation for such Interface. Customer represents, warrants, and covenants that the use of such data as contemplated by the Agreement and, as applicable, the Documentation, (i) will not violate the rights of any third party or any applicable policies of Customer; and (ii) will comply with Applicable Law.

8. U.S. GOVERNMENT LICENSES. If Customer is acquiring the Licensed Software or SaaS on behalf of any part of the United States Government, the Licensed Software, SaaS, and accompanying Documentation were developed at private expense and are 'commercial computer software' and 'commercial computer software documentation,' respectively, pursuant to DFAR Section 227.7202 and FAR 12.212(b), as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Licensed Software and/or the accompanying Documentation by the United States Government or any of its agencies is subject to the restrictions set forth in this Agreement and as provided in DFARS provisions: 227.7202-1(a); 227.7202-3(a); 252.227-7013(c)(1)(ii) and FAR provisions: 12.212(a); 52.227-19; 52.227-14, as applicable, and will be prohibited except to the extent expressly permitted herein.

9. DATA.

9.1 Customer Data. As between the Parties, Customer owns all right, title, and interest in and to Customer Data. Customer is responsible for the content and delivery of Customer Data, including the accuracy, usefulness, timeliness, completeness, appropriateness, quality, integrity, reliability, and legal sufficiency and compliance of Customer Data, and for obtaining all rights related to the Customer Data, as well as any Personally Identifiable Information provided in connection with access credentials, required by Omnicell to perform Omnicell's obligations and exercise Omnicell's rights hereunder and as otherwise contemplated by this Agreement. In addition, to the extent that Applicable Law requires notice, consent, or any additional written or oral disclosures be made to an individual regarding the use of AI Technologies or AI Output, Customer is solely responsible for completing any and all such notices, consents and disclosure obligations. Customer hereby grants Omnicell a fully-paid up, royalty free, non-exclusive, transferable, irrevocable, worldwide license to use Customer Data as follows: (a) as necessary to perform Services or provide Delivered Products, including AI Technologies or AI Output; (b) to provide Customer insights as to Customer's usage of the Services and Delivered Products; (c) for product enhancement and testing; (d) for research and development; (e) to deidentify such Customer Data to create Deidentified Data; and (f) as otherwise not prohibited by Applicable Law. The licenses in (d), (e) and (f) will continue beyond termination of this Agreement. Customer will indemnify, defend and hold harmless Omnicell and its successors, assigns, agents and employees against any and all third-party liabilities, losses, damages, costs, claims and expenses (including reasonable attorney fees) arising out Customer's obligation to acquire consents as required in this Agreement or the licenses granted.

9.2 Omnicell Data. As between the Parties, Omnicell owns all right, title, and interest in and to the Omnicell Data. Omnicell Data is the Confidential Information of Omnicell. To the extent Omnicell Data is made available as part of the Delivered Product or Service, subject to the terms and conditions of this Agreement and any applicable restrictions set forth in the Documentation, Omnicell will grant to Customer a limited, nonexclusive, non-transferable, non-sublicensable, license, to use such Omnicell Data solely in the United States for Customer's internal business operations at the designated Customer Facility or other facility identified in the Documentation. In no event will the term of such license exceed the period during which Customer owns, rents, subscribes, or leases the applicable Delivered Products. In no event may Customer use or permit its Users to use Omnicell Data on or in connection with any products or equipment other than the applicable Delivered Products for which such Omnicell Data was made available. Customer is also not authorized to disclose Omnicell Data to third parties or otherwise make disclosures in violation of Customer's license to Omnicell Data.

9.3 Security. Omnicell will maintain physical, technical and administrative safeguards in accordance with industry standards, **Schedule C-1**, and the requirements of the BAA. Notwithstanding anything to the contrary: (a) Omnicell will not be responsible for any third-party cloud infrastructure outages or service interruptions; (b) Omnicell is not required to accommodate Customer's data security-related requests; and (c) Customer Data (and any other information provided by or on behalf of Customer to Omnicell hereunder) will not include any special or sensitive data that imposes specific data security, privacy, or protection obligations on Omnicell that are in addition to or different from those described in this Agreement or the BAA.

10. ARCHIVING AND BACKUP RESPONSIBILITIES.

10.1 Licensed Software. Customer will be solely responsible for "backing up" and archiving its data and data generated by Customer's internal use of the Licensed Software or Delivered Products on a regular basis in accordance with Customer's internal IT policies and the Documentation.

10.2 SaaS and Cloud Connected Offerings. SaaS or Cloud Connected Offerings are not intended to, and do not, replace the need for Customer to maintain regular data backups or redundant data archives. To the extent Customer has purchased backup services pursuant to an applicable Pricing Supplement, then Omnicell will provide such backup services as more fully described in the Documentation for such Services. In the event of any loss, destruction, damage, or corruption of Customer Data caused by Omnicell, Omnicell will, as its sole obligation and liability and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from Omnicell's then most current backup of such Customer Data.

11. PRE-GENERAL AVAILABILITY RELEASE. From time to time, Omnicell may provide products or Upgrades that are not designated as being generally available for general customer access or use and/or add certain alpha or beta features and functionality to Customer's Delivered Products (individually and collectively, "**Pre-General Availability Functionality**"). Pre-General Availability Functionality will be identified as such in (a) the release note related to such functionality, (b) an invitation/participation letter or Statement of Work, (c) an amendment to this Agreement, or (d) other



mutual written agreement. It is Customer's responsibility to review all such release notes, invitations, statements of work, and letters sent to Customer. Notwithstanding anything to the contrary, Customer's access to, and use of, any Pre-General Availability Functionality will be governed by the terms and conditions posted at <https://www.omnicell.com/preGA-terms> in addition to this Agreement.

12. ADVISORY SERVICES. To the extent set forth in the applicable Documentation, Omnicell may provide for optimization services, advisory services, or consultation services, (collectively, "**Advisory Services**") in connection with the provision of the Delivered Product. Advisory Services are not subject to the terms and conditions of Schedule F (Professional Services Schedule). Omnicell has no obligation to provide Advisory Services onsite at Customer Facility. Notwithstanding anything to the contrary in any Documentation or otherwise: (a) Omnicell does not warrant, guarantee, or otherwise indicate that Customer will achieve any specific result as a result of the Advisory Services; (b) Advisory Services do not constitute (and are not intended to constitute) any legal, tax, accounting, or regulatory advice; and (c) Advisory Services do not supplant Customer's independent review and assessment of all information, suggestions, recommendations, and circumstances.

13. THIRD-PARTY MATERIALS. In addition to the terms of this Agreement, Customer's access to, and use of, Third-Party Materials are subject to the terms and conditions set forth in the applicable Pricing Supplement, SOW, applicable Documentation, or posted at <https://www.omnicell.com/third-party-terms>. Customer understands and acknowledges that such Third-Party Materials, including open-source software, is not licensed to Customer pursuant to the provisions of this Schedule C. Customer will have only such rights and/or licenses, if any, to use such Third-Party Materials as set forth in the link above.

14. DEFINITIONS.

- 14.1 "AI Output"** means any data, text, sound, video, image, code, or other content generated by AI Technology in response to Input Content.
- 14.2 "AI Technology"** means features, functionalities, capabilities, or other technologies, whether standalone or incorporated into the Delivered Products or Services, that include, are based on, or utilize Artificial Intelligence.
- 14.3 "Artificial Intelligence"** means any machine-based technology that performs functions associated with learning, reasoning, prediction, or content generation, including deep learning, machine learning, and generative AI.
- 14.4 "Cloud Connected Device"** means any hardware device, equipment, or instrument that is capable of transmitting data to or receiving data from the SaaS over a network connection, whether directly or indirectly, including through the internet or other communication networks.
- 14.5 "Cloud Connected Offering"** means SaaS, network-connected, or cloud-hosted capabilities together with Cloud Connected Device, software, and/or services capable of accessing, relying on, interacting with, or otherwise being enabled or supported by network-connected or cloud-hosted capabilities.
- 14.6 "Confidential Information"** means any information, technical data, or know-how, development, inventions, processes, designs, drawings, formulas, engineering, marketing, financial information (including, with respect to Omnicell, the pricing included in any Omnicell document), financial models, and business plans, in each case that is disclosed by one Party to the other Party pursuant to this Agreement. The terms of this Agreement are Confidential Information of both Parties. Notwithstanding the foregoing, Confidential Information does not include information to the extent that (a) it is in the possession of the receiving Party at the time of disclosure as shown by the receiving Party's files and records immediately prior to the time of disclosure; (b) prior to or after the time of disclosure it becomes part of the public knowledge, other than as a result of any inaction or action of the receiving Party; or (c) it is approved for release by the disclosing Party.
- 14.7 "Customer Data"** means the following data in its original form, in each case to the extent input into, or transmitted to, a Delivered Product by or on behalf of Customer or its Users pursuant to this Agreement: (a) PHI; (b) PII of Customer's personnel or Users; (c) Confidential Information of Customer; (d) data received by a Delivered Product from Customer's vendor by way of an Interface; (e) Input Content, to the extent it does not contain Confidential Information of Omnicell; (f) AI Output, to the extent it does not contain Confidential

Information of Omnicell; or (g) additional data expressly set forth in Documentation as “Customer Data.” For clarity, “Customer Data” does not include Omnicell Data.

- 14.8 “Customer Facility”** means the Customer ship to location set forth on the applicable Pricing Supplement, as the Parties may agree to amend from time to time.
- 14.9 “Deidentified Data”** means Customer Data that is deidentified: (i) for PHI, pursuant to HIPAA in accordance with the BAA; and (ii) for other Customer Data, such that an individual customer or individual person would not be reasonably identifiable.
- 14.10 “Delivered Products”** means the Financed Products, Purchased Products, or Subscription Products that is contracted for by Customer pursuant to an applicable Pricing Supplement and all associated Documentation.
- 14.11 “Documentation”** means documentation describing the functionality or responsibilities or requirements of a Delivered Product or Service. Documentation includes Functional Specification, help files, instruction manuals, System Requirements, or other informational, instructional, or requirement driven documentation regarding the Delivered Products or Services, all as generally made available by Omnicell to its customers contracting for such Delivered Product or Service. For clarity, “Documentation” excludes marketing materials.
- 14.12 “Financed Products”** means the Licensed Software licensed to Customer, and/or Omnicell hardware which is/are leased to Customer pursuant to this Agreement, as more specifically set forth in a Pricing Supplement for such Financed Products.
- 14.13 “HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“HITECH”) and as may be further amended from time to time.
- 14.14 “Input Content”** means any prompts, instructions, or other materials, including Customer Data, to the extent submitted by or on behalf of Customer or its Users to the AI Technology for processing.
- 14.15 “Intellectual Property Rights”** means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, moral rights, design rights, mask works (if any), and all rights or forms of protection of a similar nature having equivalent or similar effect to any of these, and any other similar rights recognized in any part of the world.
- 14.16 “Interface”** means any application programming interface set forth in an applicable Pricing Supplement, a Statement of Work, or the Documentation of Delivered Product.
- 14.17 “Licensed Software”** means, other than Third-Party Materials, (a) the computer programs in machine executable object code form; (b) Interfaces supplied by Omnicell, if any, as specifically identified in an applicable Pricing Supplement, and (c) Updates and Upgrades as provided as part of Support Services, in each case to the extent licensed by Customer pursuant to an applicable Pricing Supplement.
- 14.18 “Omnicell Data”** means: (a) Deidentified Data; (b) data or information provided by a Delivered Product or Service and not otherwise noted as Third-Party Materials; (c) Services Data; and (d) data or information resulting from, generated from, or derived from an analysis, algorithm, review, consultation, or other processing action taken by the Delivered Product, Services or Omnicell on Customer Data, excluding AI Output. For clarity, “Omnicell Data” specifically excludes Customer Data.
- 14.19 “Personally Identifiable Information” or “PII”** means information of an individual person (a) that permits the identity of an individual to whom the information applies to be reasonably inferred; and (b) that is received or transmitted by or on behalf of the Customer to a Delivered Product, but in any event, excludes Protected Health Information.
- 14.20 “Pricing Supplement”** means a transactional documented executed by Customer and Omnicell for the provision of Delivered Products or Services.

- 14.21 “Protected Health Information” or “PHI”** means the term “protected health information” in 45 CFR §160.103 of HIPAA, provided that it is limited to PHI that is received or transmitted by or on behalf of Customer to a Delivered Product
- 14.22 “Purchased Products”** means the license of Licensed Software to Customer and/or Omnicell hardware which is/are purchased by Customer pursuant to this Agreement, as more specifically set forth in an applicable Pricing Supplement.
- 14.23 “Residuals”** means the ideas, concepts, know how, or techniques accessed during, used in, or resulting from, provision of Services.
- 14.24 “SaaS”** means a software-as-a-service offering, including related applications, mobile applications, platform, or service components, that is reliant on cloud infrastructure and accessed by the Customer over the internet (whether directly by the Customer or indirectly through an Omnicell hardware product, Service, mobile application, or other Omnicell offering connected to the internet).
- 14.25 “Scheduled Payments”** means all payments set forth on the applicable Pricing Supplement, including Monthly Lease Payments, Support Fees, Subscription Fees and Purchase Price, as applicable.
- 14.26 “Services”** means, individually or collectively, Support Services, installation services, implementation services, professional services, and any other services that Omnicell or its authorized subcontractors provides to Customer pursuant to the applicable Pricing Supplement.
- 14.27 “Services Data”** means information or data related to, generated by, or derived from the performance, operation, or use of the Delivered Products, including telemetry data, statistical information, remote monitoring data, Delivered Product access patterns and trends on how users are interacting with the Delivered Product.
- 14.28 “Subscription”** means Customer’s right to access and use a Subscription Product for the applicable Subscription Term, subject to timely payment of the applicable fees during such term, and compliance with this Agreement (including the Pricing Supplement).
- 14.29 “Subscription Fees”** means the fees applicable to Subscription Products as set forth on the applicable Pricing Supplement.
- 14.30 “Subscription Products”** means any of the following that is contracted on a Pricing Supplement as subject to a subscription: (a) SaaS; (b) Licensed Software; (c) hardware or equipment or Cloud Connected Device (for clarity, excluding Financed Products or Rental Products); (d) Services; or (e) Cloud Connected Offering or other offering that Omnicell designates as a subscription.
- 14.31 “Support Services”** means the Support Services as specifically agreed to by the Parties as set forth in a Pricing Supplement and as more fully described in an applicable Schedule D (Support Services Schedule).
- 14.32 “System Requirements”** means the requirements for Customer technology resources required for a Delivered Product or Service to function in accordance with its Documentation, as such requirements are generally made available by Omnicell to its Customers purchasing such Delivered Product or Service.
- 14.33 “Third-Party Materials”** means materials or information, in any form or medium, that are not proprietary to Omnicell, including any open source components or software licensed under any open source copyright license, documents, data, content, specifications, products, equipment, or components of or relating to the Delivered Products or Services, in each case that are not proprietary to Omnicell.
- 14.34 “User”** means any Customer employee, contractor, or agent whom Customer authorizes to use the Delivered Products on Customer’s behalf.

SCHEDULE C-1 DATA SECURITY EXHIBIT

The terms contained in this Schedule C-1 (Data Security Exhibit), together with the terms contained in the General Terms and Conditions, will govern the provision of certain consulting, hosting and/or other services by Omnicell to Customer. In the event of a conflict between this Schedule C-1 (Data Security Exhibit) and the General Terms and Conditions, the terms in Schedule C-1 (Data Security Exhibit) will take precedence with respect to the subject matter of this Schedule C-1 (Data Security Exhibit). Defined terms used in this Schedule C-1 (Data Security Exhibit) will have the meanings set forth in the definitions below or, if not otherwise defined in this Schedule C-1 (Data Security Exhibit), as set forth in Schedule C or the General Terms and Conditions.

1. INFORMATION SECURITY PROGRAM.

1.1 Written Information Security Program. Omnicell maintains, and requires its Subprocessors to maintain, a written information security program ("WISP") consistent with this exhibit and the BAA and designed to (a) protect the security, confidentiality, and integrity of its networks and systems, including all credentials, methods, and tools used to access Customer's networks, systems or Hosted Data; and (b) secure Hosted Data from unauthorized access, destruction, use, loss, modification, or disclosure.

1.2 Safeguards. Omnicell's WISP contains administrative, physical, technical, and procedural safeguards consistent with reasonable industry practices. Such measures will be no less protective than those used to secure Omnicell's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.

1.3 NIST Cybersecurity Framework (CSF) 2.0. Omnicell utilizes a layered security approach to develop, deploy, and support Delivered Products, informed by the NIST Cybersecurity Framework (CSF) 2.0. This Agreement and the BAA set forth Omnicell's only obligations regarding data security. Omnicell is not required to accommodate any of Customer's data security- requests.

1.4 Minimum Requirements Overview. Omnicell's WISP requires Omnicell to: (a) designate a data security coordinator responsible for implementation of, and ongoing compliance with, the WISP; (b) provide HIPAA and information security awareness training to all employees that have access to Hosted Data; (c) establish procedures for assessing and monitoring the information security practices and protections of Subprocessors; (d) conduct routine security scans of Omnicell systems and applications, both authenticated and unauthenticated; (e) implement application risk management of third-party components and software used on Omnicell systems; (f) conduct routine web application security scanning; (g) implement industry standard vulnerability management practices, including security patch testing and qualification of security updates; (h) collect and analyze live system information, including asset identification, running processes, and logs; (i) arrange for the monitoring of all external/public-facing assets and internal cloud assets; (j) implement logical segmentation of Hosted Data within applicable Delivered Products; (k) implement Cybersecurity Risk Rating tools for continuous monitoring and mitigation of items found by such tools; (l) encryption of data in transit and at rest; (m) implement use of monitored end point detection and response (EDR) services and technologies; (n) impose role-based access limitations to protect Omnicell resources and Hosted Data; and (o) utilize multi-factor authentication (MFA).

2. ASSESSMENTS AND AUDITS.

2.1 Internal Assessments. Omnicell uses industry standard tools and techniques to conduct internal penetration testing and other security-related assessments on a regular basis.

2.2 Third-Party Assessments. In addition to its internal assessments and testing, Omnicell engages an independent third party to conduct external and internal penetration testing annually.

2.3 Remediation. In the event that "critical", "high", or "medium" vulnerabilities (according to the Common Vulnerability Scoring System) or ratings higher than 4.0 are identified during internal or third-party assessments, Omnicell will mitigate such vulnerabilities and retest impacted practices or technologies per Omnicell policies.

3. HOSTED ENVIRONMENT.



3.1 Third-Party Hosting Provider. Omnicell utilizes Hosting Providers to store and otherwise process Hosted Data in connection with its provision of SaaS or Cloud Connected Offering. Upon Customer's request, Omnicell will identify the Hosting Provider used in connection with Customer's SaaS or Cloud Connected Offering.

3.2 Hosting Provider Requirements. Omnicell requires that the Hosting Provider: (a) is ISO 27001 certified (or similar successor or industry accepted standard); (b) is SOC 2 certified, and regularly conducts SOC 2 Type II audits (or similar successor or industry accepted standard); and (c) store all Hosted Data on servers within the United States.

If requested by Customer, Omnicell will provide the applicable SOC2, Type II report provided to Omnicell by the Hosting Provider to the extent available for provision to Customer and provided Customer agrees to any confidentiality or other obligations related thereto required by the Hosting Provider as a condition to receipt of such report.

3.3 Hosting Environment Security Practices. Customer acknowledges and agrees that: (a) the Hosting Provider controls its own environment, networks, and systems, including those used to host and process the Hosted Data and provided applicable Delivered Products; and (b) it has reviewed the Hosting Provider's publicly available descriptions of its data, privacy, and security measures and practices and confirmed that they are acceptable for Customer's purposes.

3.4 Reliance on Hosting Provider. Omnicell is not responsible for, and Customer will not seek any remedy or liability from Omnicell arising or resulting from, or connected with, any act or omission of the Hosting Provider, including Hosting Provider's privacy and security practices, failure to adhere to any described practice, outages, or service degradation or interruptions.

3.5 Hosting Provider Requirements. Hosting services related to SaaS or Cloud Connected Offering are provided subject to the Hosting Provider's service descriptions, policies, and other requirements. Customer will fully comply with all applicable Hosting Provider policies and requirements. In the event that Customer violates any Hosting Provider policy or requirement, engages in or permits any act or omission that Omnicell determines could materially impact its relationship with the Hosting Provider or its ability to provide hosting services to other Omnicell customers, or fails to timely pay any fee associated with the Hosting Provider's services, such circumstance will be deemed a breach of this Agreement and Omnicell reserves the right, in its sole discretion, to immediately suspend or terminate the relevant SaaS or Cloud Connected Offering.

3.6 Changes. Omnicell may from time to time make material enhancements or changes to the hosting services, including changing the Hosting Provider. In the event of such enhancements or changes, the hosting services will include at least the functionality or quality of hosting services that Customer previously received and will continue to comply with this Agreement.

4. USE OF SUBPROCESSORS. Customer hereby consents to Omnicell's use of Subprocessors, including Hosting Providers, in connection with its processing of Hosted Data.

5. HITRUST. Omnicell adheres to the HITRUST Common Security Framework (CSF) certification on certain Delivered Products, as set forth the Documentation for such applicable Delivered Products.

6. SECURITY INCIDENTS.

6.1 Incident Response Program. Omnicell maintains an incident response program designed to intake and route Security Incidents to decision makers.

6.2 Notification. Omnicell will notify Customer of any Security Incident in accordance with the BAA and Omnicell's policies. Such notice will contain the following based on the information available at the time of such notification: (a) the nature, source and scope of the Security Incident, the data impacted, system and operations disruptions and the dates of occurrence and discovery; (b) information regarding containment, including containment measures taken and identification of any continuing exposure; and (c) contact information for a senior level person responsible for communicating with Customer regarding the Security Incident

6.3 Cooperation and Control. In the event of a Security Incident, Omnicell will reasonably cooperate with Customer (provided that Customer will not require anything of Omnicell that would prejudice Omnicell), provide regular updates, promptly conduct an investigation to determine the cause and extent of the Security Incident. Omnicell may make public statements or notifications as required by Applicable law, but Omnicell will consult with Customer in making any public statements or notifications identifying Customer unless prevented by applicable Law or governmental authority.

6.4 Cooperation with Customer Inquiries. In the event the Customer becomes aware of a cyber-related issue that might adversely affect Omnicell's security program, Omnicell's systems or the Hosting Provider, Customer will provide 24-hour notice to Omnicell and the Parties will reasonably cooperate in evaluating and addressing such issue.

7. DEFINITIONS.

- 7.1** "Applicable Law" means, with respect to each Party, any statute, law, ordinance, regulation, rule, or code of any governmental authority with jurisdiction over such Party, solely to the extent applicable to such Party's performance of its obligations under this Agreement. Notwithstanding the foregoing, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are not and are not intended to be included in the meaning of Applicable Law.
- 7.2** "**Hosted Data**" means Customer Data stored by Omnicell on Omnicell's hosted systems or stored by Omnicell with a contracted Hosting Provider. For clarity, Hosted Data does not include Customer Data stored on Customer's local environments or systems, including, without limitation, Customer Data stored on Delivered Products where Customer has title or otherwise has control the Delivered Product.
- 7.3** "**Hosting Provider**" means a third-party hosting service provider, such as Amazon Web Services or Microsoft Azure, engaged by Omnicell to host certain applicable Delivered Products.
- 7.4** "**Security Incident**" means the actual unauthorized access to, or acquisition of, Hosted Data processed or stored by Omnicell or any Subprocessor (to the extent known to Omnicell).
- 7.5** "**Subprocessor**" means a third party engaged by Omnicell that processes Hosted Data.