



**Third-Party Terms For
Resale of Hamni Pharm. Co., Ltd.
Automated Drug Dispensing Machines**

The following terms and conditions (the “**Third-Party Terms**”) apply when incorporated by reference into a Pricing Supplement entered into by and between Omnicell, Inc., a Delaware corporation, and its assigns and wholly owned subsidiaries (collectively “**OmniceLL**”) and the customer of Omnicell identified on such Pricing Supplement (the “**Customer**”). These Third-Party Terms apply to the third-party materials (“**Third-Party Materials**”) identified in such Pricing Supplement as being provided by Hamni Pharm. Co., Ltd. (the “**Manufacturer**” or “**Hamni**”). By execution of the Pricing Supplement or receiving, accessing or using the Third-Party Materials, Customer accepts and agrees to be bound by these Third-Party Terms. All capitalized terms used in these Third-Party Terms and not otherwise defined will have the meaning set forth in the Pricing Supplement or the Master Agreement (as defined in the Pricing Supplement). In cases of a conflict between the Master Agreement and these Third-Party Terms, these Third-Party Terms will prevail.

1. Intellectual Property Rights

All rights, title, and interest in and to the Third-Party Materials, including all associated software, firmware, specifications, documentation, and intellectual property rights, are and will remain the exclusive property of the Manufacturer and/or its licensors. Customer will not have or acquire any right, title or interest in the Third-Party Materials except for the limited use rights expressly granted in these Third-Party Terms. Any and all rights not expressly granted to Customer within these Third-Party Terms are reserved by Omnicell and/or Manufacturer.

2. Software License Grant and Restrictions

Subject to Customer’s compliance with these Third-Party Terms, Omnicell grants to Customer a perpetual, limited, non-exclusive license to use the software embedded in or supplied with the Third-Party Materials solely for Customer’s internal use of the Third-Party Materials at the licensed location(s). Software licenses are non-transferable except as expressly permitted by Omnicell and may require a new license upon a material change in ownership of the Third-Party Materials. Customer will not, and will not permit any third party to:

- Reverse engineer, decompile, disassemble, or otherwise attempt to derive source code;
- Modify, adapt, translate, or create derivative works;
- Circumvent license controls or technical safeguards; or
- Use the software separate from the Third-Party Materials.

3. No Warranties

Customer acknowledges that Omnicell and Manufacturer disclaim all warranties for the Third-Party Materials, express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

4. Assumption of Risk; Limitations of Liability

Except in connection with Omnicell’s indemnification obligations set forth in Section 5 below or claims arising from: (i) Omnicell’s breach of confidentiality or data security obligations; or (ii) Omnicell’s willful misconduct, gross negligence or fraud; in no event will Omnicell be liable to Customer for lost profits or indirect, special, incidental, punitive, or consequential damages arising out of or related to these Third-Party Terms (whether from breach of contract, breach of warranty, or from negligence, strict liability, or any other form of action including use or misuse of the Third-Party Materials), even if Omnicell has been advised of the possibility of such damages.

Except in connection with Omnicell’s indemnification obligations set forth in Section 5 below or claims arising from: (i) Omnicell’s breach of confidentiality or data security obligations; or (iii) Omnicell’s willful misconduct, gross negligence or fraud; in no event will Omnicell’s aggregate, cumulative liability arising out of or related to these Third-Party Terms exceed an amount equal to the fees actually paid by Customer during the twelve (12) months immediately preceding the events giving rise to the claim (the “**General Cap**”).

For all claims not subject to the General Cap, Omnicell's maximum liability will not exceed an amount equal to five times the General Cap (the "**Super Cap**"). The General Cap and the Super Cap are each cumulative, with all payments being aggregated to determine satisfaction of the limit. The existence of two or more claims or suits will not enlarge this limit.

5. Indemnification

Customer will indemnify and hold Omnicell harmless from and against third-party claims, losses, or damages arising out of or relating to: (i) misuse or improper operation of the Third-Party Materials; (ii) unauthorized modification or repair; (iii) failure to follow instructions or specifications; or (iv) Customer's negligence or willful misconduct. This obligation applies to the fullest extent permitted by law.

Omnicell will indemnify and hold Customer harmless from and against third-party claims, losses or damages resulting from: (i) product liability claims, including claims that result from defects or alleged defects of the Third-Party Materials; (ii) the manufacturing process for the Third-Party Materials; or (iii) the gross negligence, fraud or willful misconduct of Omnicell. Notwithstanding the foregoing, Omnicell will be relieved of the obligation to indemnify and hold Customer harmless to the extent that such claim arises out of or in connection with: (i) any misuse of the Third-Party Materials; (ii) the breach by Customer of these Third-Party Terms; or (iii) the gross negligence, fraud, or willful misconduct of Customer.

Omnicell will indemnify and hold Customer harmless from and against third-party claims, losses or damages resulting directly from actual or alleged infringement or misappropriation of any United States trademark, copyright or trade secret by the Third-Party Materials as installed. If the Third-Party Materials are found, or in Omnicell's reasonable opinion are likely to be found, to infringe or misappropriate the intellectual property rights of any third party, Omnicell will, at its expense: (i) procure for Customers the right to use such Third-Party Materials or software as provided herein; (ii) replace such software or Third-Party Materials with a non-infringing version; or (iii) modify such software or Third-Party Materials so that it is not infringing, and does not misappropriate, the third party's intellectual property rights.

Omnicell's obligation to indemnify and hold Customer harmless is conditioned upon: (i) Customer promptly notifying Omnicell upon receipt of any claim for which Customer may request indemnification; (ii) Customer permitting Omnicell to join in the proceeding and assume full control of the defense; (iii) Customer not settling or offering to settle with a third party regarding such claim without Omnicell's prior written approval; and (iv) and Customer fully complying with Omnicell's reasonable requests for assistance requested.

6. Proper Use

Customer agrees to:

- Use the Third-Party Materials only in accordance with labeled indications, specifications, and written instructions;
- Ensure proper installation environment, operation, and maintenance; and
- Assume responsibility for outcomes resulting from use, misuse, or deviation from instructions.

Omnicell does not control Customer's operational or clinical decisions and assumes no responsibility for such decisions.

7. Installation and Technical Support

If Customer purchases a Support Services plan for the Third-Party Materials, such Support Services Plan is subject to the Support Services Schedule within Customer's Master Agreement; provided that Omnicell may, in its sole discretion, arrange for Manufacturer to provide installation and/or Support Services to Customer. To the extent Manufacturer provides any installation and/or Support Services to Customer on Customer's premises, Manufacturer will comply with any applicable policies or requirements of Customer provided that such policies are communicated to Manufacturer in advance.

8. Recall, Field Correction, and Safety Actions

Customer agrees to:

- Cooperate with any recall, field correction, product withdrawal, or safety action affecting the Third-Party Materials;
- Follow Omnicell's instructions regarding return, destruction, or remediation of affected Third-Party Materials; and

- Provide reasonable assistance necessary to support regulatory compliance and safety obligations.

9. Confidentiality

Customer will treat all non-public information, specifications, documentation, and technical materials relating to Omnicell, Manufacturer and/or the Third-Party Materials (collectively, the “**Confidential Information**”) as confidential and will not disclose such information to third parties without Omnicell’s prior written consent. Notwithstanding the foregoing, Customer may disclose Confidential Information to the extent such disclosure is necessary to comply with applicable laws, regulations and/or upon the order of any competent court, administrative agency or regulatory authority, provided that Customer: (i) informs Omnicell promptly of such required disclosure in writing; (ii) limits the disclosure to the minimum required for compliance; and (iii) fully cooperates with Omnicell’s request to lawfully object or limit the disclosure.

Customer agrees to return or destroy (and provide written certification of such destruction) all Confidential Information of Omnicell or Manufacturer within thirty (30) days following Omnicell’s request or the termination or expiration of the applicable Master Agreement.

10. Compliance with Law

Customer is solely responsible for ensuring that its use of the Third-Party Materials complies with all applicable laws, regulations, and professional requirements, including those relating to safety, licensing, and operation. Customer will not use the Third-Party Materials in a manner that exposes Omnicell or the Manufacturer to legal or regulatory liability.

11. No Direct Claims Against Manufacturer

Customer acknowledges that: (i) its contractual relationship is solely with Omnicell; (ii) Manufacturer is not a party to Customer’s agreement; and (iii) Customer has no third-party beneficiary rights against the Manufacturer.

12. Governing Law

These Third-Party Terms will be construed in accordance with the laws of the State of New York, without regard to conflict of law principles.

13. Survival

The obligations in these Third-Party Terms that by their nature should survive termination (including without limitation intellectual property, confidentiality, limitation of liability, and indemnification) will survive the expiration or termination of Customer’s agreement with Omnicell.