



## OMNICELL ONE MODULE 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 Omnicell One modules including, but not limited to, Bluesight (defined below), 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. THE LICENSED SOFTWARE. 'Bluesight'** is a controlled substance tracking and diversion detection software solution, created by Kit Check, Inc. ('**Kit Check**') and is an Omnicell One module included as part of the OC1 Subscription. Customer will connect to Bluesight via Omnicell's login system in the applicable Licensed Software. Bluesight includes the Licensed Software itself as well as any updates and/or upgrades made generally available by Kit Check to users.

**2. RESTRICTIONS.** In addition to those licensing restrictions set forth in Customer's master agreement with Omnicell, Customer shall not, and shall ensure a third party does not (a) circumvent or disable any security or technological features of Bluesight, (b) introduce any viruses, time bombs, drop dead device, trojan horse, or other harmful or malicious code ('**Viruses**') into Bluesight; (c) remove any trademark, patent, or copyright notices, confidentiality or proprietary legends or other notices or markings on Bluesight; nor (d) use any Omnicell or its licensor's Confidential Information to deliver a solution that competes with Bluesight.

**3. AUTHORIZED PERSONNEL.** Customer will not permit any person or entity to access Bluesight other than its employees and authorized contractors ('**Authorized Personnel**'). Customer is responsible for all acts and omissions of its Authorized Personnel and those of any third party who access Bluesight based on or as a result of the access credentials provided by Omnicell to Customer under these terms, in each case as if such acts or omissions were those of Customer.

**4. DATA AND ANALYTICS.** Kit Check will own all right, title and interest in Bluesight Data. '**Bluesight Data**' means data or analytics that are captured or generated by Customer's permitted use of Bluesight that Kit Check makes generally available to all customers.

**5. TRAINING.** Omnicell will coordinate applicable Customer resources for any implementation meetings, IT resource requirements and training. Kit Check will provide training to Customer, including initial training during implementation of Bluesight for Customer and from time to time thereafter in accordance with its internal procedures, at no cost to the Customer to the extent Kit Check makes such training generally available to all other users of Bluesight. Kit Check will provide Customer access to, at no cost to Customer, live or pre-recorded web-based training sessions as are made generally available to all users of Bluesight.

**6. IMPLEMENTATION.** Kit Check shall perform all implementation services for Bluesight set forth in the applicable Project Plan. Kit Check will, as a technical matter, establish direct data feeds from Customer to the Kit Check environment in which Bluesight operates.

### **7. WARRANTY; DISCLAIMER.**

**7.1 Warranties by Kit Check.** Kit Check warrants that: (i) Bluesight will perform materially as described in the Documentation during the Term; (ii) Bluesight shall not contain any virus or other malicious code at the time of implementation; (iii) Bluesight will materially comply with the obligations set forth in Section 8 below; (iv) the implementation services provided by Kit Check shall be performed in a professional and workmanlike manner; (v) Bluesight will comply with all applicable laws; (vi) it will perform its obligations and exercise its rights under these terms in compliance with all applicable laws (provided, for those rights and obligations that are dependent on actions of the other Party, that the other Party has performed its obligations); and (vii) it will obtain all necessary rights, consents and other authorizations with respect to Kit Check Data captured by or generated from the use of Bluesight by such customers and the Kit Check Developments, as required for the Parties to carry out the terms of these terms and to effectuate the rights and licenses granted herein.

**7.2 Disclaimer.** THE EXPRESS WARRANTIES IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES. EACH PARTY HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING IMPLIED AND STATUTORY WARRANTIES, AND FURTHER INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE KIT CHECK ITEMS, KIT CHECK DEVELOPMENTS AND KIT CHECK DATA ARE PROVIDED BY OR ON BEHALF OF KIT CHECK AS-IS, WHERE-IS AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KIT CHECK DOES NOT WARRANT



THAT THE OPERATION OF ANY OF THE KIT CHECK ITEMS, KIT CHECK DEVELOPMENTS OR KIT CHECK DATA IS OR WILL BE ERROR FREE OR UNINTERRUPTED, AND OMNICELL DOES NOT WARRANT THAT THE OMNICELL DATA OR THE OMNICELL DEVELOPMENTS ARE OR WILL BE ERROR FREE OR UNINTERRUPTED.

## 8. SUPPORT SERVICES.

### 8.1 Definitions.

(a) **'Normal Business Hours'** means 7 a.m. to 8 p.m. Eastern time Monday through Friday, excluding holidays.

(b) **'Scheduled Downtime'** means the total amount of time during any calendar month, measured in minutes where the downtime is greater than fifteen (15) minutes, during which Customer is not able to access Bluesight due to planned system maintenance performed by Kit Check. Scheduled Downtime will occur no more than two (2) times per month and the total Scheduled Downtime per month will not exceed three hundred and sixty (360) minutes. Kit Check will provide Omnicell with notification one (1) business day prior to such Scheduled Downtime.

(c) **'Unscheduled Downtime'** means the total amount of time during any calendar month, measured in minutes, during which Customer is not able to access the features and functions of Bluesight, other than Scheduled Downtime, as defined above. Unscheduled Downtime shall not include any period during which Bluesight are unavailable as a result of (i) times when a service request is made by Customer but Bluesight are in use by Customer; (ii) Customer's use of Bluesight after Kit Check has advised Customer to modify its use of Bluesight, if Customer did not modify its use as advised; (iii) performance of Customer's systems or the Internet; (iv) network unavailability or Customer's bandwidth limitations; or (v) any time during which Bluesight experience any performance or availability issues that are due to: factors beyond Kit Check's reasonable control that resulted from Customer's or third party hardware or software or systems, including availability of Kit Check's data center service provider, or that resulted from inaction or errors of Customer or Customer's employees, agents or contractors.

**8.2 Support Services.** Omnicell will provide Customers with a dial-in telephone number, which will enable the identification of those Customers requesting support for Bluesight. Customers requesting support for Bluesight via the Omnicell-provided telephone number will be transferred to Kit Check's support staff. Kit Check shall provide Level One Support and Level Two/Level Three Support to Customers, which shall include the following

(a) **Telephone/e-mail Assistance.** Kit Check shall provide assistance by telephone or by e-mail, at the Customer's option, twenty-four hours per day, seven days a week and three hundred and sixty-five days per year ('24x7x365'). Such support shall consist of:

- (i) Clarification of functions and features of Bluesight;
- (ii) Login assistance;
- (iii) Clarification of the Documentation;
- (iv) Guidance in operation of Bluesight
- (v) Incomplete Data transmission assistance;
- (vi) Assistance in identifying and verifying the causes of suspected Errors (as defined below) in Bluesight; and
- (vii) Advice on bypassing identified Errors in Bluesight, if reasonably possible.

(b) **On Site Support.** Kit Check may provide on-site support to Customers for issues not resolvable by remote, telephonic or e-mail assistance at Kit Check's discretion.

(c) **Error Handling Process.** Customers shall report to Kit Check any reproducible defect in Bluesight that causes Bluesight not to operate substantially in accordance with the Documentation (an '**Error**'). Upon receipt of such a report, Kit Check will preliminarily classify the Error in one of the three classes.

- (i) **Error Class A.** Major fault. No further execution is possible and there is no workaround.
- (ii) **Error Class B.** Major fault. No further execution is possible, but there is a workaround.
- (iii) **Error Class C.** Minor Fault. The fault does not affect Bluesight in a hazardous way.

(d) **Error Classification Routine.** Customers shall provide Kit Check with error log files in order to prove that the Error originates from Bluesight and is not caused by other software integrated with Bluesight. The Error Classification is done by Kit Check in accordance with the Error class definition, as detailed above. In order for Kit Check to classify the reported Error,



Customer will provide Kit Check with such information regarding the Error as is necessary in order for Kit Check to review and reconstruct the reported Error. After Customer has provided such information, Kit Check will classify the Error and report back to Customer as set out in the Guide on Response and Resolution times below

(e) **Support Ticket Status Visibility.** Kit Check shall log support tickets into the Omnicell Technical Assistance Center (TAC) ticket tracking system or provide Omnicell TAC Personnel with real-time web access to support ticket status and progress notes in order for Omnicell TAC Personnel to assist Customers that call the Omnicell TAC service line and expect status updates related to Kit Check support requests.

**8.3 Response and Resolution Times.**

(a) **Guide on Response and Resolution Times.** Kit Check will provide telephone and e-mail support according to the following Support Services Matrix. The response and resolution times set out below will apply to problem reports received by Kit Check. In the event that Customer notifies Omnicell of **Unscheduled Downtime** or unresolved Errors, Omnicell will notify Kit Check's support staff. The problem reports shall only pertain to Errors originating in Bluesight. Kit Check shall use its commercially reasonable efforts to correct the Errors in accordance with the time frames described below.

<b>Kit Check Support Services Matrix</b>			
	<b>Error Class A</b>	<b>Error Class B</b>	<b>Error Class C</b>
<b>Telephone and e-mail Support<sup>1</sup></b>			
<i>Coverage</i>	24 Hours/Day - 7 Days/Week - 365 Days/Year as follows:		
<i>Response Times (Maximum)</i>	30 Minutes: Monday-Friday 7 AM - 8PM EST 2 Hours: Monday-Friday 8PM - 7AM EST and Saturdays, Sundays and Holidays		
<b>On-Site Support</b>	At Kit Check's Discretion		
<b>Error Resolution Support</b>			
<i>Timeframe for Status Update</i>	Provide status update to Customer within two (2) hours of Kit Check receiving support call for reported issue.		
<i>Timeframe for Error Resolution Plan</i>	Resolution Plan <sup>2</sup> within one (1) Working Day <sup>3</sup> of reported issue to Kit Check.	Resolution Plan within three (3) Working Days of reported issue to Kit Check.	Resolution Plan within five (5) Working Days of reported issue to Kit Check.
1. Response Times apply to Customer e-mail support requests received by Kit Check during Normal Business Hours. Customer e-mail support requests received by Kit Check outside Normal Business Hours will be addressed the following Working Day. 2. <b>'Resolution Plan'</b> means an acceptable solution for both Customer and Kit Check, with a mutually agreed time plan for the implementation and solution. 3. <b>'Working Days'</b> means between Normal Business Hours, Monday to Friday (excluding U.S. federal holidays).			

(b) **Unscheduled Downtime Communication and Resolution.** Kit Check shall notify Omnicell and Customers by email promptly after learning that **Unscheduled Downtime** has occurred and provide a timeline for expected resolution.