

Open Market Transactional Terms and Conditions (Open Market Terms and Conditions)

For purposes of ordering Omnicell Delivered Products (as that term is defined herein), the following transactional terms and conditions (“Transactional Terms and Conditions”) shall apply. Omnicell, Inc. shall hereby be referred to as “Omnicell,” whereas each potential customer purchasing under this contract shall herein be referred to as “Customer” (each individually, a “Party,” and collectively, the “Parties”). In the event there is a conflict between these Transactional Terms and Conditions and any other terms of any other contract between Omnicell and the Customer, the terms and conditions of these Transactional Terms and Conditions shall prevail. The following General Terms and Conditions and Schedules comprise these Transactional Terms and Conditions:

- General Terms and Conditions
- Schedule C: Software License Schedule
- Schedule D: Support Services Schedule
- Schedule F: Professional Services Schedule

GENERAL TERMS AND CONDITIONS

1. DELIVERY AND PAYMENT

1.1 Delivery. FAR Clause 52.247-34 F.O.B. Destination shall apply except that customer’s acceptance of delivery shall occur no later than thirty (30) days after receipt of delivery unless additional installation terms and approval are established in the contract. Invoicing shall occur upon such delivery acceptance.

1.2 Shipping / Freight. Normal freight charges are covered by Omnicell. Any requests or requirements for expedited shipping or returns are paid by the Customer.

1.3 Additional Items. Either the Pricing Supplement (Quote) and/or award may also contain terms specific to such items.

1.4 Payment Terms & Late Fees. Net 30 days. For past due payments, reference FAR 52.232-25.

2. INSTALLATION AND ACCEPTANCE

2.1 Omnicell’s Installation Obligations. Omnicell agrees to install the Delivered Products identified in a Pricing Supplement (Quote) at the quoted amounts and in accordance with the specific Customer installation requirements set forth in the contract. Omnicell further agrees to work with Customer to enter into a mutually agreeable Project Plan to ensure proper scheduling, installation, and implementation of such Delivered Products. Omnicell will make commercially reasonable efforts to complete the installation of such Delivered Products in a timely manner in accordance with the Project Plan.

2.2 Installation Acceptance. When each Delivered Product is successfully installed and is, in all material respects, up and running in accordance with its Functional Specifications, Customer agrees to promptly sign an acknowledgment form confirming the foregoing. In order to facilitate Customer's signature on an acknowledgment form, Omnicell agrees to conduct a demonstration showing that the Delivered Product functions as set forth in the previous sentence. If Omnicell conducts such demonstration successfully, and within ten (10) days thereafter Customer does not either: (a) sign and return to Omnicell the acknowledgment form, or (b) provide Omnicell with written notice detailing the material nonconformities between the Delivered Products and the applicable Functional Specifications, then the Delivered Product will be deemed accepted by Customer. The foregoing does not limit Omnicell's other obligations to Customer, or Customer's other rights and remedies, as set forth in these Transactional Terms and Conditions.

2.3 Customer Provided Products. Customer will be solely responsible for procuring, purchasing, installing, and maintaining all equipment, telephone lines, communications interfaces, Customer operating systems or support software, and other hardware necessary to operate the Delivered Products, as more fully described in the applicable Project Plan. All such Customer-provided equipment and software must meet Omnicell's specifications in order to facilitate the operation of Delivered Products.

3. TRAINING

Omnicell will provide training in the system management and use of the Delivered Products at Omnicell's designated training facility to one of Customer's employees (except as otherwise provided in a Pricing Supplement (Quote)) selected by Customer who is qualified to act as a system administrator ("System Administrator"). Such training will be provided at the rates set forth in the applicable contract or Pricing Supplement (Quote). The System Administrator is responsible for (a) administering and managing the performance of the Delivered Products, including maintaining the files and monitoring the performance of the Delivered Products; (b) reviewing and evaluating all end-user requests for service; and (c) informing Omnicell of any problems that the System Administrator cannot resolve. Travel and other related expenses for System Administrator training will be the responsibility of Customer. During the installation process, Omnicell will also provide reasonable end-user training (on a "train-the-trainer" basis) for each location of Delivered Products, at the rates set forth in the applicable Pricing Supplement (Quote) to the extent charges are applicable for training for those Delivered Products.

4. SUPPORT SERVICES

Omnicell shall offer the first twelve (12) months of ADVANTAGE LEVEL SERVICE free of charge. Commencement of the ADVANTAGE LEVEL SERVICE shall commence upon completion of installation by Omnicell's Field Operations Team and Customer's signature of a "Customer Confirmation of Installation" letter. So long as Customer has selected a Support Services Plan and is current with the payment of the applicable Monthly Support Fee, Omnicell agrees to provide Support Services pursuant to the Support Services terms and conditions more fully provided for within Schedule D, Support Services Schedule, such that the Delivered Products materially conform to the applicable Functional Specifications. As such and during the

Service Term, Omnicell will make adjustments to and replace component parts of the Delivered Products, as Omnicell reasonably deems necessary. If Omnicell is unable to repair an item of Delivered Products, Omnicell will replace it at Omnicell's discretion as is more fully described in Section 1.5 of Schedule D.

5. WARRANTY AND DISCLAIMER

5.1 Warranty. In the event that the media on which any Licensed Software is embodied contains material defects, Omnicell will replace such media. This will be Omnicell's sole and exclusive obligation with respect to such warranty for the Licensed Software. All other express or implied warranties are subsumed within and superseded by the Omnicell Support Services plans provided for in Schedule D hereto.

5.2 Warranty Disclaimer. OTHER THAN AS EXPRESSLY PROVIDED IN THESE TRANSACTIONAL TERMS AND CONDITIONS, OMNICELL SPECIFICALLY DISCLAIMS ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY GRANTED HEREIN DOES NOT COVER ANY PRODUCT THAT CUSTOMER MAY USE, CREATE, OR INSTALL THAT IS NOT PROVIDED BY OMNICELL. OMNICELL MAKES NO REPRESENTATIONS AND WARRANTIES ABOUT THE IMPACT OF CUSTOMER'S USE OF THE DELIVERED PRODUCTS OR CUSTOMER'S USE OF OTHER MEDICAL DEVICES OR EQUIPMENT. THE USE OF THE DELIVERED PRODUCTS AND THE CLINICAL INFORMATION CONTAINED THEREIN IS INTENDED TO SERVE AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTHCARE PROFESSIONALS IN PATIENT CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHOULD NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE, OR EFFECTIVE IN ANY GIVEN PATIENT. EXCEPT AS OTHERWISE EXPLICITLY STATED IN THESE TRANSACTIONAL TERMS AND CONDITIONS, AND OTHERWISE ONLY IN THE EVENT OF AN ACTION FOR BREACH OF CONTRACT, WILL OMNICELL BE LIABLE FOR ANY DAMAGES ASSOCIATED WITH CUSTOMER'S USE OF THE DELIVERED PRODUCTS OR CUSTOMER'S USE OF OTHER MEDICAL DEVICES OR EQUIPMENT.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL OMNICELL BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THESE TRANSACTIONAL TERMS AND CONDITIONS OR ITS TERMINATION, REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 6 SHALL SERVE TO LIMIT OMNICELL'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER ARISING

OUT OF THESE TRANSACTIONAL TERMS AND CONDITIONS OR ITS TERMINATION, REGARDLESS OF WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. RESERVED

8. DEFINITIONS

8.1 “Confidential Information” means any information, technical data, or know-how, including the pricing included in any Omnicell document, development, inventions, processes, designs, drawings, formulas, engineering, marketing, finances, financial models, and business plans and the terms of these Transactional Terms and Conditions that is disclosed by one Party to another and is not in any of the categories described in (a)-(c) below. Confidential Information does not include information which (a) 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 becomes part of public knowledge, not as a result of any inaction or action of the receiving Party; or (c) is approved for release by the disclosing Party.

8.2 “Delivered Products” means the Purchased Products and/or the Licensed Software and all associated Documentation (together with all replacement parts which may be provided pursuant to Support Services) which is/are provided to Customer by Omnicell pursuant to an applicable Pricing Supplement (Quote).

8.3 “Documentation” means help files and/or instruction manuals regarding the use of the Delivered Products and/or Support Services generally made available by Omnicell to its customers as delivered with the Delivered Products.

8.4 “Functional Specifications” means the specifications of the Delivered Products contained in the Documentation.

8.5 “Intellectual Property Rights” means any patent rights, copyrights, trade secrets, trade names, trademarks, moral rights, design rights, mask works (if any), whether registered or unregistered, and including any application for registration of any of the foregoing and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these, and any other similar rights recognized under the laws of any jurisdiction whatsoever or any international conventions or treaties which may subsist anywhere in the world.

8.6 “Licensed Software” means: (a) the computer programs licensed to Customer in machine executable object code form pursuant to these Transactional Terms and Conditions, including interfaces, if any, as specifically identified in an applicable Pricing Supplement (Quote); and (b) Updates and Upgrades to such software as provided as part of Support Services set forth in Schedule D, Support Services Schedule.

8.7 “Monthly Support Fee” means the monthly Support Services fee applicable for the components, elements, and units of the Delivered Products (including Licensed Software) as set forth on the applicable Pricing Supplement (Quote).

8.8 “Purchased Products” means the license of Licensed Software to Customer and/or Omnicell hardware which is/are purchased by Customer pursuant to these Transactional Terms and Conditions, as more specifically set forth in an applicable Pricing Supplement (Quote).

8.9 “Purchase Price” means the payment set forth on the applicable Pricing Supplement (Quote) for the purchase of the Purchased Products.

8.10 “Pricing Supplement (Quote)” means the Omnicell Pricing Supplement (Quote) as provided to Customer that provides line-item pricing for Delivered Products and Support Services, respectively.

8.11 “Scheduled Payments” means all payments set forth on the applicable Pricing Supplement (Quote), including Monthly Support Fees and Purchase Price, as applicable.

8.12 “Support Services” means the Support Services as specifically agreed to by the Parties as set forth in a Pricing Supplement (Quote) and as more fully described in Schedule D, Support Services Schedule.

SCHEDULE C: SOFTWARE LICENSE SCHEDULE

The terms contained in this Schedule C (Software License Schedule), together with the terms contained in the General Terms and Conditions, will govern the licensing of the Licensed Software by Omnicell to Customer. In the event of a conflict between this Schedule C (Software License Schedule) and the General Terms and Conditions, the terms in Schedule C (Software License Schedule) will take precedence.

1. LICENSE GRANT

Customer acknowledges that although cloud-enabled Delivered Products are not licensed in the traditional software sense but rather accessed, the term “license” as used herein means the right to use the Licensed Software, subject to the terms and conditions of this Agreement, regardless of the software delivery methodology. Accordingly, subject to the terms and conditions of this Agreement (including Customer’s obligation to pay to Omnicell any and all amounts when due), Omnicell grants to Customer (on behalf of itself and its Users) a limited, nonexclusive, fully paid-up, **non-transferable, non-sublicensable license**, in object code form only, to access and use such Licensed Software for Customer’s internal business operations at the designated Customer sites on the Delivered Products within which such Licensed Software is embedded and/or installed by such number of users and during such period of time as set forth on the applicable Pricing Supplement (Quote), or where Omnicell has installed its server software on any Customer-provided servers. In no event will the term of any license to the Licensed Software

exceed the period during which Customer owns the applicable Delivered Products hardware (or any Customer-provided servers, if applicable). In no event may Customer (or its Users) 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 (Quote); (b) use the product Documentation only in connection with such use of the Licensed Software; and (c) make only one (1) 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 Licensed Software and Documentation related to the Licensed Software in good condition and working order.

2. TITLE

Licensed Software is licensed, not sold. Title to and ownership of the Licensed Software, 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, will at all times remain with and vest in Omnicell and its licensors. Nothing in this license will be interpreted as conveying to Customer any rights in the Licensed Software or Documentation other than those granted in Section 1 above.

3. RESTRICTIONS

3.1 General. Customer will: (i) notify Omnicell promptly of any unauthorized use or any other known or suspected breach of security relating to the Licensed Software; (ii) report to Omnicell promptly and use reasonable efforts to stop immediately any copying or distribution of Licensed Software that is known or suspected by Customer or Customer's Users; and (iii) not impersonate another Omnicell user or provide false identity information to gain access to or use the Licensed Software. Omnicell will not be responsible for any unauthorized use until Customer notifies Omnicell of the same, in writing.

With regard to all Licensed Software, Customer will not authorize or permit any User or third party to:

- (a) sell, transfer, license, or sublicense any or all of the Licensed Software, Documentation, and/or Omnicell Confidential Information or otherwise use any Licensed Software 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 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), or Documentation by any third party or entity or machine by persons other than Customer's Users, or otherwise interfere with or disrupt the integrity or performance of the Licensed Software or the data contained therein;

(d) send or store any of the following on or through the Licensed Software: (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; and (iii) material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, or agents;

(e) use or operate the Licensed Software, Documentation, and/or Confidential Information for any other purpose other than as prescribed by the Functional Specifications and only allow competent and duly qualified personnel to use or operate such Licensed Software, Documentation, and/or Confidential Information in accordance with all legal requirements and only for Customer's regular business purposes.

3.2 Customer Data. Omnicell is not obligated to screen data uploaded to or processed through a Delivered Product. However, Omnicell may create and maintain administrative, support, system, and maintenance accounts within a Delivered Product, with Customer Data access for Omnicell to perform its obligations contemplated by this Agreement. Omnicell reserves the right to screen such data uploaded to or processed through a Delivered Product and to suspend access to such data Omnicell reasonably believes may breach this Agreement or any applicable law. Omnicell will notify Customer as soon as practicable if Omnicell suspends access to any such data and will restore access to such data as soon as, in Omnicell's reasonable opinion, doing so would not place Omnicell or its other customers at risk of loss or damage. Omnicell is not liable for any damage or loss caused by Omnicell's decision to suspend access to data uploaded to or processed through the Delivered Product for any permissible reason under this Agreement. Customer is responsible for the content and delivery of Customer Data, including without limitation, 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 personal information provided in connection with access credentials, required by Omnicell to perform Omnicell's obligations and exercise Omnicell's rights hereunder.

4. OWNERSHIP OF DEVELOPMENTS TO OMNICELL'S LICENSED SOFTWARE

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 inventions or other subject matter developed relating to the Licensed Software; and all Intellectual Property Rights in or relating to any of the foregoing. 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, 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.

5. LICENSED SOFTWARE AUDIT

For a period of the Term and three (3) years thereafter, or three (3) years from the time of creation of such a book, record, or account, whichever is later, Customer will keep accurate books, records, and accounts as are reasonably necessary to verify Customer's compliance with this Schedule as it pertains to the use of the Licensed Software, and will, upon reasonable notice, permit Omnicell or its representatives to inspect all such books, records, and accounts and to make copies of or extracts from such books. Any on-site audit conducted pursuant to this Agreement will be performed during normal business hours. When available, access to Omnicell Delivered Products for purposes of audit may be gained remotely either by internet access or by dialing into Customer's network. Omnicell and Customer's IT staff hereby agree to cooperate in defining the applicable firewall access authorization requirements. The audit will be performed at Omnicell's expense; provided that the total cost of such audit will be promptly paid by Customer if such audit reveals an underpayment by Customer of greater than five percent (5%) of the amount payable by Customer to Omnicell. Any unpaid amounts that are discovered will be promptly paid by Customer, together with interest as specified in Section 1.4 of the General Terms and Conditions (Payment Terms & Late Fees). Omnicell will minimize the disruption of Customer's normal business activities to the extent reasonably practicable.

6. INITIAL INTERFACES

Omnicell will provide to Customer the interfaces (as more fully described below) identified and for the fees set forth on an applicable Pricing Supplement (Quote).

(a) **In-bound Interfaces.** Interfaces which are "in-bound" to Omnicell will run on the Omnicell Delivered Products and will receive messages or records from the applicable Hospital Information System ("HIS"), such as ADT/Patient Management, Pharmacy, or Materials Management. Omnicell is not responsible for (i) producing and transmitting interface messages or records from the HIS side of an interface; or (ii) development, installation, set-up, or testing of the HIS side of an interface. The Omnicell in-bound interface is only responsible for receiving HIS interface messages or records and processing them on the Delivered Products.

(b) **Out-bound Interfaces.** Interfaces which are "out-bound" from Omnicell will run on the Omnicell Delivered Products and will transmit messages or records to the applicable HIS. Omnicell is not responsible for (i) receiving and processing interface messages or records on the HIS side of an interface; or (ii) development, installation, setup, or testing of the HIS side of an interface. The Omnicell out-bound interface is only responsible for transmitting HIS interface messages from the Delivered Products to the HIS.

(c) **Interface Specifications.** The format of the interface messages or records, and the communications mechanism will be mutually agreed upon by Omnicell, the HIS vendor, and the Customer.

7. GOVERNMENT LICENSES

If Customer is acquiring the Licensed Software on behalf of any part of a government entity, the Licensed Software and accompanying Documentation were developed at private expense and are 'commercial computer software' and 'commercial computer software documentation'

respectively, pursuant to FAR12.212(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 by FAR provisions: 12.212(a); 52.227-19; 52.227-14 as applicable and will be prohibited except to the extent expressly permitted herein.

8. ARCHIVING AND BACKUP RESPONSIBILITIES

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 Omnicell Documentation.

9. DATA

9.1 Ownership; Use Rights. Omnicell owns and reserves the right to use the Omnicell Data. By way of example but not limitation, Omnicell uses and may continue to use Omnicell Data related to the performance, operation, and use of the Delivered Products for purposes of: (1) product improvement; (2) creation of a centralized benchmarking mechanism; and (3) statistical and other analysis. Protected Health Information (PHI) will be handled according to the Health Insurance Portability and Accountability Act (HIPAA) as further described in the Business Associate Agreement ("BAA") between the Parties.

9.2 Data Privacy; Security. Omnicell will maintain physical, technical, and administrative safeguards necessary in accordance with HIPAA and industry standards in the cloud computing industry designed to protect Customer Data against unauthorized access, use, or disclosure while it is accessible or held by Omnicell. Notwithstanding anything set forth in the BAA or otherwise: (a) Omnicell will not be responsible for any third-party cloud infrastructure outages or service interruptions; (b) Omnicell's failure to accommodate Customer's data security-related requests will not be deemed a breach of this Agreement because it is not feasible for Omnicell to accommodate conflicting data security requirements from multiple customers; (c) Customer Data (nor any other information provided by Customer to Omnicell hereunder) will not include any special or sensitive data that imposes specific data security, privacy, or protection obligations on Omnicell in addition to or different from those described in this Agreement or the BAA; and (d) Omnicell is authorized to de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b).

10. VIRTUALIZATION CONSIDERATIONS

To the extent applicable, the Parties will comply with the written requirements and recommendations as contained in the Virtualization Technical Guide, as may reasonably be modified from time to time, and is incorporated herein by reference. In the event Customer does not comply with such requirements and recommendations, the Delivered Product Support Services may not apply. Customer will be responsible for providing virtual infrastructure components, including but not limited to licensing, hosts, and storage. If Customer provides

Microsoft licensing due to their infrastructure considerations, Customer will be responsible for such costs.

11. BETA FUNCTIONALITY

From time to time, Omnicell may add certain beta features and functionality to Customer's Delivered Products (individually and collectively, "Beta Functionality"). Beta Functionality will be identified as such in (i) the release note related to such functionality; (ii) a beta invitation/participation letter, statement of work; (iii) an amendment to this Agreement; or (iv) other mutual written agreement. It is Customer's responsibility to review all such release notes, invitations, statements of work, and letters sent to Customer. Customer's access to, and use of, any Beta Functionality will be governed by the terms and conditions posted at <https://www.omnicell.com/agreement/Beta> in addition to this Agreement.

SCHEDULE D: SUPPORT SERVICES SCHEDULE

(Services to be coordinated at ordering facility level)

The terms contained in this Schedule D (Support Services Schedule), together with the terms contained in the General Terms and Conditions, will govern the provision of Support Services by Omnicell to Customer for Delivered Products, the specific components of which are set forth herein and as identified in the Support Services Matrix for the applicable level of Support Services purchased by Customer for a particular Delivered Product as identified on the applicable Pricing Supplement (Quote). In the event of a conflict between this Schedule D (Support Services Schedule) and the General Terms and Conditions, the terms in this Schedule D (Support Services Schedule) will take precedence.

1. SUPPORT SERVICES

1.1 Scope. Omnicell will provide the support services described herein, as further indicated in the Support Services Matrix, which is attached hereto, for the Omnicell Support Services plan level purchased by Customer (set forth in the relevant Pricing Supplement (Quote)). Omnicell will use commercially reasonable efforts such that the Delivered Products materially conform to the applicable Functional Specifications.

1.2 Telephone Support. During the Service Term, Omnicell will provide Customer access to Omnicell's telephone hotline. Such access will allow Customer to report system problems and to seek assistance for use of the Delivered Products.

1.3 Remote Software & Interface Diagnostics. During the Service Term, Omnicell and Customer agree to enable those Delivered Products (identified in the Support Services Matrix as having Remote Software and Interface Diagnostics availability) and the Customer network such that Omnicell can provide Customer with remote diagnostic and software maintenance services. Customer will allow Omnicell remote access to Delivered Products at Customer's Facility during

both Services-based tasks. Remote access will be through Omnicell's approved remote system (vSuite) that is installed on such Delivered Product, which authenticates and logs individual Omnicell remote users and validates credentials.

Omnicell continuously monitors the Delivered Products to facilitate and optimize performance. Omnicell may compile statistical and other information related to the performance, operation, and use of the Delivered Products to perform Support Services and for research and development purposes ("Services Data"). Any aggregations of the Services Data will continue to be owned by Omnicell, anonymized, and contain no PHI or Confidential Information in a form that could serve to identify Customer.

1.4 On-Site Support. During the Service Term, when required, Omnicell will provide Customer with on-site visits by its support personnel to resolve problems unable to be resolved via Telephone Support or Remote Software & Interface Diagnostics, in accordance with the On-Site Support obligations and standards set forth in the Support Services Matrix for the applicable level of Support Services purchased by Customer for such Delivered Products on an applicable Pricing Supplement (Quote).

1.5 Repair/Replacement Parts. If any Delivered Product fails for any reason, Customer will immediately advise Omnicell of the failure, specifying type, serial number, and location of the Delivered Product, the nature of the failure, and any known cause. Omnicell will adjust and replace component parts of the Delivered Products as Omnicell reasonably deems necessary. If Omnicell is unable to repair an item of Delivered Products, Omnicell will replace such item at Omnicell's discretion. Replacement parts will be furnished to Customer on an exchange basis and in accordance with Omnicell's RMA Policy (available upon request). Exchanged parts are the property of Omnicell. In the event such exchanged parts are not returned within fifteen (15) business days of replacement or repair, Omnicell will have the right to invoice Customer in accordance with Omnicell's US list price for such exchanged part. To the extent that Customer wishes to make any repairs or adjustments to the Delivered Product, such repair or adjustment requires Omnicell's prior written consent on a case-by-case basis, and in all cases, must be performed by an individual specifically trained in the application and repair of the Delivered Products. Parts required hereunder for repairs will be available from Omnicell's parts distribution network and delivered to Customer's site in accordance with the timeframes indicated in the Support Services Matrix for the applicable level of Support Services purchased by Customer, as indicated on the applicable Pricing Supplement (Quote).

1.6 Software Updates and Upgrades. During the Service Term, Omnicell will notify Customer if and when Updates/Upgrades have become generally available. Licensed Software may download and/or install the Updates/Upgrades automatically.

1.7 Uptime Commitment. Customer acknowledges and agrees that not all Delivered Products are subject to an uptime commitment. For any Delivered Product that is subject to an uptime commitment, Omnicell will commit to the cumulative uptime percentage so identified in the Support Services Matrix. Such cumulative uptime percentage will be measured by Omnicell's Support Services department. An uptime report will be provided from the Support Service representative upon Customer's request.

1.8 “Assist and Alliance Plan” Service Plan Levels Only: Additional Omnicell Support Services. For those Delivered Products wherein shared service is an option and are identified as under an “Alliance” or “Assist” Service level plan in the applicable Pricing Supplement (Quote), Omnicell will support a Delivered Products maintenance partnership with Customer. The objective of this partnership is to foster an environment that aids Customer in cost-effectively maintaining the Delivered Products with Omnicell’s assistance and cooperation and promotes service efficiency. In turn, provided Customer meets its shared obligations, it receives a discount on support fees otherwise associated with “Advantage” service level plans for such Delivered Products. Omnicell’s obligations are set forth in Section(s) 1.8(a)-(e) below, and Customer’s obligations are set forth in Section 1.8(f) below.

(a) **Alliance and Assist Plan Service Fees.** Provided Customer meets and continues to meet its obligations relating to Alliance and Assist Service plan levels set forth herein (including handling first-level calls), Customer’s Monthly Support Fee indicated on the applicable Pricing Supplement (Quote) will reflect special pricing adjustments only during such time periods when Customer’s obligations under Section 1.8(f) are met. Such pricing adjustments will be effective only after designated technicians from Customer’s biomedical or IT department, as may be applicable (the “Department”), have successfully completed Omnicell’s Alliance or Assist Service training.

(b) **Service Training.** Omnicell will provide certified Alliance Service training for Customer’s designated technicians from the Department at Omnicell’s corporate training site. Assist Service training for Customer’s designated technicians will be conducted on-site and at the Customer’s facility. The training will be designed to allow the Department technicians to troubleshoot and repair hardware issues on the Delivered Products and to provide first response to Customer hardware service calls, as well as additional support to be mutually agreed by the Parties. A certificate of training completion will be provided upon satisfactory completion of the course and demonstrated proficiency by the Department staff. The cost of the class per person, including tuition, books, and materials, is set forth in the applicable Pricing Supplement (Quote). Customer is responsible for travel to Omnicell’s corporate training site and other related expenses incurred by the Department staff in connection with the Alliance Service training. Lists of the specific skills/tasks that will be covered in the Alliance or Assist Services training classes are available upon request.

(c) **Product Documentation.** Omnicell will provide technical service documentation at the Alliance or Assist Service training sessions. User manuals are included with the Delivered Products upon shipment.

(d) **Parts Availability.** A reasonable stock of the critical service parts and components, as determined by Omnicell, will be maintained by Omnicell on a regional basis. All other parts required by Customer for repairs will be available from Omnicell’s parts distribution network and delivered to Customer’s site in accordance with the time frames indicated in the Support Services Matrix for the applicable level of Support Services purchased by Customer on the applicable Pricing Supplement (Quote). Customer may purchase additional spare parts, components, and subassemblies for storage at Customer’s site. In accordance with the Support Services Matrix, Omnicell will replace repair parts, components, and subassemblies as they are

used in the repair of the Delivered Products, provided that Customer follows Omnicell's RMA Policy.

(e) **Alliance Escalation / Service Call Protocol.** Omnicell telephone and on-site support resources identified in this Section 1.8 are available as set forth in the Support Services Matrix to Customer under Alliance Service levels if no progress has been made in restoring the Delivered Products to normal operation by the Customer after the Department has made reasonable efforts to resolve them. Omnicell will determine the optimal deployment and utilization of these resources. The service protocol will be as follows:

(i) Customer will respond to all hardware-related service calls for Support Service.

(ii) In the event Omnicell is contacted directly by the Department, Omnicell will refer the user to the Department and contact the Department directly to provide the specifics of the service requested.

(iii) Omnicell's service personnel will notify the Department when arriving in the Department.

(iv) Omnicell's service engineer will keep the Department updated with current repair status. Upon completion of repairs performed outside the standard work hours, the service engineer will report the status of the Delivered Products to the Department. Service records for such calls will be made available to Customer upon request.

(f) **Customer Obligations.** For those Delivered Products identified as under an Alliance or Assist Service level plan in the applicable Pricing Supplement (Quote), Customer's portions of the shared obligations are set forth below:

(i) **Attendance at Alliance or Assist Service Training.** Customer will designate at least one member from the Department to attend Omnicell's Alliance or Assist Services training course(s). Alliance or Assist Shared Services training must be successfully completed within ninety (90) days of the installation (or delivery where Omnicell installation is not required) of the Delivered Products or initiation of Support Services.

(ii) **Maintain "Certified" Personnel.** Customer is responsible for maintaining an adequate staff of qualified Department personnel who have completed and been successfully certified at the Alliance or Assist Services training course, including retraining and/or replacing personnel leaving the Department, to reasonably handle Customer calls and preventive maintenance obligations set forth below.

(iii) **First Level Response.** Once trained, the Department will be responsible for handling all hardware-related first-level calls for the Delivered Products and adhering to the escalation protocols set forth in Section 1.8(e) of this Schedule D (Support Services Schedule). Lists of the specific tasks and responsibilities which the Customer will be expected to handle are available upon request.

2. PROVISION OF SUPPORT SERVICES

2.1 Level of Effort. Omnicell will use commercially reasonable efforts to provide the Support Services in a professional and workmanlike manner in accordance with industry standards, but Omnicell does not guarantee that every question or problem raised by Customer will be resolved.

2.2 Telephone Support Response Times. All Response Times are during Standard Support Hours only. If Customer is not available, Omnicell will not be liable for adhering to the above Response Times. At no time does Omnicell guarantee a “fix” during a Response Time.

2.3 Supported Delivered Products. Support Services will be provided only for the Delivered Products that are covered under a valid and current Pricing Supplement (Quote) for Support Services.

2.4 Non-Standard Support. With respect to support services required that are not specified herein, or are excluded pursuant to Section 2.5 (Specific Exclusions) below, or are due to misapplication, abuse, misuse, alteration or unauthorized repair or installation of the Delivered Products, lack of clean commercial power or environmental conditions causing malfunctions, including power surges, or support of products not manufactured by Omnicell (“Non-Standard Support”), Omnicell will charge Customer for such Non-Standard Support at Omnicell’s then-current rates plus the list price for any replacement parts, if any. In addition, Customer will reimburse Omnicell for all related reasonable travel expenses and costs for board and lodging related to on-site Non-Standard Support. Where Support Services can be provided remotely, but Customer does not permit Omnicell to access the Delivered Products remotely, Omnicell reserves the right to designate support for any such Delivered Products as Non-Standard Support hereunder.

2.5 Specific Exclusions. Support Services under an applicable Support Service Plan do not include services requested as a result of causes or errors that are not attributable to Omnicell or are not reproducible. In the event that Customer requests Omnicell to provide, and Omnicell does so provide, any services in connection with causes or errors which are not attributable to Omnicell or are not reproducible, such support will be subject to the Non-Standard Support terms in Section 2.4 (Non-Standard Support) above. Causes or errors that are not attributable to Omnicell include the following:

- (a) negligent use, Force Majeure or causes other than through ordinary use;
- (b) use of the Delivered Products not in accordance with the Documentation, or on or with hardware, software or other equipment that deviates from Omnicell or manufacturer operating specifications;
- (c) attempted modification or addition to the Delivered Products undertaken by any party other than Omnicell;
- (d) Customer/third-party products and/or software not supplied or approved by Omnicell;
- (e) Customer's failure to implement a Supported Version of the Licensed Software that is issued under this Schedule D (Support Services Schedule);

(f) additional, modified, or replacement interfaces not included in the initial installation (which may include but are not limited to (i) change in record format; (ii) change in communications mechanism; (iii) addition of new record types; and/or (iv) addition of new processing functionality. Replacement interfaces will include any replacement to an existing interface between the Delivered Products and Customer's HIS);

(g) failure by Customer to respond to any action plans provided by Omnicell pursuant to a Customer Support Call; or

(h) the use of Non-Approved Consumables (defined below in Section 5).

2.6 Customer Provided Products. Omnicell recommends that Customer only install Omnicell-supplied integrated hardware and software platforms for optimum performance, reliability, and serviceability. Should Customer decide to install its own computing platforms, Omnicell may provide a special "customer provided server" option which covers software support under this Support Services Schedule. Products not manufactured by Omnicell and hardware platforms purchased independently by the Customer are not the responsibility of Omnicell and will not be covered under this Schedule D (Support Services Schedule). Any computing hardware provided by Customer must meet the hardware specifications set forth by Omnicell and Customer must be capable of supporting such hardware. Notwithstanding the above, in the event Customer so chooses, in lieu of Omnicell supplied computing hardware, virtual environments whose resources are provisioned by Customer and meet the required applicable technical specifications and documentation of Omnicell are also deemed sufficient for optimal performance, reliability, and serviceability of Omnicell's Delivered Products.

2.7 Subcontracting. Omnicell may engage the services of subcontractors to perform any of its duties of Support Services. However, unless otherwise agreed in writing, no subcontracting of such duties will relieve Omnicell of its responsibilities hereunder.

3. CUSTOMER RESPONSIBILITIES

3.1 Procedures. Customer will train its personnel in the proper use of the Delivered Products. Customer will maintain a current backup copy of the Licensed Software and a list of all programs, data, and licenses required for the performance of Support Services, including implementing backup procedures in the event of an error or malfunction in the Licensed Software or Delivered Products upon which the Licensed Software is loaded or operating. Unless required to be returned in accordance with Omnicell's RMA Policy, Customer is responsible for properly and safely disposing all disposable items related to or in use with the Delivered Products, including but not limited to expired batteries for applicable Delivered Products.

3.2 Reporting. Customer will document and promptly report all errors or malfunctions of the Delivered Products to Omnicell. Omnicell will provide Customer with a service ticket number that Customer will use to track the status of each issue. Customer will take all steps necessary to carry out any procedures Omnicell may give for the rectification of errors or malfunctions within a reasonable time after such procedures have been provided. Omnicell reserves the right to close the service ticket without further responsibility or liability if Customer does not provide

appropriate feedback to Omnicell within thirty (30) days of receiving new Delivered Products or a workaround for a problem, or if Customer otherwise fails to respond to a request for additional information.

3.3 Access. Customer will provide Omnicell with access to Customer's personnel and equipment during Support Hours to facilitate Support Services requests. Customer acknowledges that dial-in and/or remote access will speed up resolution of support issues.

3.4 Third Party Agents. If Customer utilizes third-party support services or products to support the Delivered Products, Customer will ensure such third-party support is at a similar or higher level of support as Customer would otherwise have secured with Omnicell. Customer acknowledges and agrees that Omnicell will not be held responsible for delayed Response Times and Support Services should information from third-party support be unavailable or delayed.

3.5 Customer Contacts. Customer will appoint one or more qualified and trained System Administrators who are knowledgeable in the operation of the Delivered Products to serve as primary Customer contacts with Omnicell for Support Calls. Customer will ensure that all Support Calls will be initiated through such System Administrators.

3.6 Additional Services. Customer will ensure sufficient space to allow for any Services obligation and be responsible for any supplemental Services fees ("**Additional Services**") requested or required by Customer. Additional Services may be provided on a time and materials or fixed fee basis.

3.7 Enhancements. Customer will bear the cost of any Enhancements (if and when generally available in the commercial marketplace), including implementation and installation fees, subject to execution of a Pricing Supplement (Quote).

4. TERM AND RENEWAL

Support Services will be provided for the period set forth in the applicable Pricing Supplement (Quote). At least sixty (60) days prior to the expiration of the applicable Service Term, Omnicell will provide written notice to Customer of the expiration of that Service Term. Notwithstanding the foregoing, either Party may provide the other Party at least thirty (30) days advanced written notice of its intention not to renew the then-current Service Term. In case of renewal, all provisions of this Schedule D will remain in full force and effect. Should Customer elect not to obtain or renew its Support Services as provided under this Section 4 and thereafter following a lapse in time subsequently request reinstatement of Support Services, Omnicell will only be obligated to reinstate such Support Services after Customer pays Omnicell a one-time fee per cabinet, which will be considered a reinstatement fee for the lapse in any Support Services. The Delivered Product may be subject to a "wellness check" which will be determined by a Support Services technician (with such time to be invoiced at the then current time and materials rates).

5. CONSUMABLES

The Delivered Products require the purchase of certain Omnicell-approved supplies used in the operation of the Delivered Product (“**Approved Consumables**”). If Customer elects to purchase supplies: (a) from a source other than the Omnicell purchasing channel; or (b) not approved by Omnicell in writing (collectively, the “**Non-Approved Consumables**”), Omnicell will not be responsible for any errors or defects resulting from the use of such Non-Approved Consumables and any performance-related warranties provided by Omnicell in this Agreement will be null and void. In addition, if Omnicell is requested to perform maintenance services on the Delivered Product as a result of Customer's purchase and use of the Non-Approved Consumables, Customer will pay Omnicell at Omnicell's then current time and materials rates for such services.

6. GENERAL DEFINITIONS

6.1 “Disabled System” means the Omnicell system and its Delivered Products are unavailable for clinical use.

6.2 “Enhancements” means enhancements of the Licensed Software, Documentation, or Services providing new or different functionality that are separately priced and marketed by Omnicell. Enhancements may be subject to additional fees and will be mutually agreed upon in writing via amendment or purchased under a separate Pricing Supplement (Quote) between the Parties.

6.3 “Non-Critical Failure” means any other non-operational support state other than a Disabled System.

6.4 “Non-Standard Support” will have the meaning set forth in Section 2.4 of this Schedule D (Support Services Schedule).

6.5 “Response Time” means the elapsed time between Omnicell’s receipt of a Support Call and the target time within which Omnicell will respond to the Customer.

6.6 “Service Term” means the period for which Customer has purchased, and remains current in the payment of all Scheduled Payments and otherwise remains in compliance with the requirements in this Schedule D (Support Services Schedule) for the Support Services indicated in the relevant Pricing Supplement (Quote), including all contracted renewal periods as provided in the Support Services Matrix.

6.7 “Standard Support Hours” means Omnicell's standard hours of support as identified in the Support Services Matrix for the applicable level of Support Services purchased by Customer for a particular Delivered Product as identified on the applicable Pricing Supplement (Quote).

6.8 “Support Call” means a call by Customer seeking Support Services pursuant to this Schedule D (Support Services Schedule).

6.9 “Support Services” means the provision by Omnicell of the services set forth in this Schedule D (Support Services Schedule).

6.10 “Support Services Matrix” means the table set forth at the end of this Schedule D (Support Services Schedule).

6.11 “Supported Version” means any version that is within three (3) versions of the Licensed Software, including the most current version.

6.12 “Update” means a version of the Licensed Software containing error corrections or bug fixes, but does not generally include functional enhancements.

6.13 “Upgrade” means a version of the Licensed Software containing functional improvements, modifications, or extensions. An Upgrade does not include hardware changes needed to accommodate new releases, nor does it include Enhancements, options, or new products for which Omnicell charges customers additional fees.

Omniceil Support Services Matrix			
Omniceil Service Plan Levels^{1,2}	Advantage Service: ALL SYSTEMS	Assist Service: ALL SYSTEMS	Alliance Service: ALL SYSTEMS
Telephone Support			
Coverage	24 Hours/Day - 7 Days/Week as follows:		
Response Times: (Maximum)	30 Minutes: Monday-Friday 6AM – 6PM CST 2 Hours: Monday-Friday 6PM – 6AM CST & Saturday-Sunday & Holidays		
Remote Software & Interface Diagnostics	Access Required* * Proactive Remote Provided via Secure Server	Access Required * *Proactive Remote Provided via Secure Server	Access Required* *Proactive Remote Provided via Secure Server
On-Site Support^{3,4}	See Coverages and Response Times below:		
On-Site Coverage (if necessary)	24 Hours/Day - 7 Days/Week (Subject to On-Site Response Times below)		
On-Site Response Time: (Maximum)	Based on Status of System – See “Disabled System” vs “Non-Critical Failure” below		
Disabled System (See Section 6.1)	6 Hours ⁵	6 Hours* *First Response by Customer Mandatory for minor hardware repairs; Omnicell Dispatch incurs Time/Labor Charges	24 Hours* *First Response by Customer Mandatory for all hardware repairs; Omnicell Dispatch incurs Time/Labor Charges. Travel charges are extra.
Non-Critical Failure (See Section 6.3)	24 Hours	24 Hours* *First Response by Customer Mandatory; Dispatch incurs Time/Labor Charges	24 Hours* *First Response by Customer Mandatory; Dispatch incurs Time/Labor Charges
Repair/Replacement Parts	Included* *On-site in 24-hours from Omnicell technician determination of need.	Included* *On-site in 24-hours from Omnicell technician determination of need	Included* *On-site in 24-hours from Omnicell technician determination of need
Software Updates & Upgrades	Included	Included	Included
Uptime Commitment	96%	N/A	N/A
<p>¹ The details of the Omnicell Service Plans listed above are effective as of the Effective Date of the Master Agreement and are subject to change. Omnicell will provide Customer the then-current Omnicell Support Services Matrix upon renewal and at any other time upon Customer's request.</p> <p>² Support Services Plans not available on all Delivered Products.</p> <p>³ In the event a locking device is added to or included with a Delivered Product, including but not limited to a padlock, Omnicell's Support Service obligations will be tolled until such time as Omnicell has been provided unlocked access to any such locked Delivered Products.</p> <p>⁴ Omnicell Medication Adherence Delivered Products may include those formerly branded as MTS. Preventative maintenance visits required for certain Medication Adherence Delivered Products.</p> <p>⁵ Core Medication Adherence Delivered Products (i.e., core sealers, MTS300/400/500) will be subject to a 72-hour On-Site Response Time.</p>			

Rev. 8/11/2021

SCHEDULE F: PROFESSIONAL SERVICES SCHEDULE

(Services to be coordinated at ordering facility level)

The terms contained in this Schedule F (Professional Services Schedule), 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 F (Professional Services Schedule) and the General Terms and Conditions, the terms in Schedule F (Professional Services Schedule) will take precedence.

1. PROFESSIONAL SERVICES

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 this Agreement or, if applicable, in an applicable 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 appropriately adjusted to reflect any changes in such tasks or the Professional Service Schedule. 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 agrees to 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 Schedule, 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 Agreement, a signed writing between the Parties or, as applicable, an SOW, Omnicell is not providing to Customer any Omnicell Delivered Products pursuant to this Schedule F (Professional Services Schedule). If Omnicell provides Delivered Products, they will only be provided under the General Terms and

Conditions of this Agreement and Schedules A-D, 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 this Schedule F (Professional Services Schedule). 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 (Quote) or SOW, as applicable. Customer also will reimburse Omnicell for actual, reasonable travel and out-of-pocket expenses 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 (Quote) 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 this Schedule F, 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, worldwide 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 this Schedule F (Professional Services Schedule), 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 this Schedule F (Professional Services Schedule) will remain under the

ownership or control of such Party throughout the term of this Schedule F (Professional Services Schedule) 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.

5. NO RESTRICTIONS ON PROFESSIONAL SERVICE OFFERINGS

Nothing in this Schedule F (Professional Services Schedule) 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 this Agreement. Subject to the limitations in this Section 5, 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 Schedule F (Professional Services Schedule) 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 Omnicell that all originals, copies, and extracts of any Confidential Information of Omnicell, in whole or in part, in any form, have either been returned to Omnicell or destroyed in accordance with Omnicell's specific instructions.

6.2 Payment upon Termination. Within thirty (30) days of termination of this Schedule F (Professional Services Schedule) for any reason, Omnicell will submit to Customer an itemized invoice for any fees or expenses accrued and unpaid under this Schedule F (Professional Services Schedule) prior to the date of such termination, and Customer will pay such invoice pursuant to Section 1.4 of the General Terms and Conditions (Payment Terms & Late Fees) 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, that may be 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 Service Schedule" 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, which may include single or multiple SOWs.