



TERMS OF USE: PRE-GENERAL AVAILABILITY FUNCTIONALITY

Last Updated: April 03, 2026

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. From time to time, Omnicell may add or make available certain features or functionality 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-GA Functionality**”). These terms of use (“**Pre-GA TOU**”) govern Customer’s use of Pre-GA Functionality. Any capitalized terms not defined in these Pre-GA TOU will have the meaning set forth in the Underlying Agreement. Pre-GA Functionality will be identified as such in (a) the release notes related to such functionality, (b) a Pre-GA invitation/participation document, (c) a separate agreement, and/or (d) an amendment to the Underlying Agreement between Customer and Omnicell (individually and collectively, “**Pre-GA Notice**”). It is Customer’s responsibility to review all such Pre-GA Notices made available to Customer. By accessing or using Pre-GA Functionality, Customer hereby accepts and agrees to be bound by these Pre-GA TOU. Except as expressly amended or modified herein, and then only to the extent so modified as respects Pre-GA Functionality, the terms of the Underlying Agreement remain in full force and effect. To the extent of any conflict between these Pre-GA TOU and the Underlying Agreement, these Pre-GA TOU will control with respect to Pre-GA Functionality.

1. **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, CUSTOMER’S USE OF THE PRE-GA FUNCTIONALITY IS AT CUSTOMER’S OWN RISK. THE PRE-GA FUNCTIONALITY IS PRE-RELEASE AND IN THE DEVELOPMENT PHASE. AS SUCH, THE PRE-GA FUNCTIONALITY IS PROVIDED “AS IS” AND MAY NOT PROVIDE THE LEVEL OF PERFORMANCE OR COMPATIBILITY OF A FINAL, GENERALLY AVAILABLE DELIVERED PRODUCT. THE PRE-GA FUNCTIONALITY MAY NOT OPERATE CORRECTLY AND MAY BE SUBSTANTIALLY MODIFIED AT ANY TIME BY OMNICELL IN ITS SOLE DISCRETION. OMNICELL MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRE-GA FUNCTIONALITY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY AS TO THE PERFORMANCE OF THE PRE-GA FUNCTIONALITY, MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE PRE-GA FUNCTIONALITY WILL OPERATE ERROR-FREE, UNINTERRUPTED OR BE FREE OF VIRUSES. TO THE EXTENT THAT OMNICELL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.**

2. **IN NO EVENT WILL OMNICELL BE LIABLE FOR ANY DAMAGES RESULTING FROM THE PRE-GA FUNCTIONALITY (INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND SPECIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOSS OF PROFITS, LOSS OF USE, ACCURACY OR COMPLETENESS OF INFORMATION INCLUDED IN THE PRE-GA FUNCTIONALITY, OR DAMAGES RESULTING FROM DELAYS, LOST DATA OR BUSINESS INTERRUPTION), OR THE USE OF, MISUSE OF, INABILITY TO USE OR INTERPRETATION OF THE INFORMATION CONTAINED IN, THE PRE-GA FUNCTIONALITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT OMNICELL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OMNICELL WILL ONLY BE LIABLE TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY CUSTOMER, AND SUCH LIABILITY WILL NOT EXCEED \$1,000.00. ANY CLAIMS ARISING IN CONNECTION WITH CUSTOMER’S USE OF THE PRE-GA FUNCTIONALITY MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EVENT GIVING RISE TO SUCH CLAIM. REMEDIES UNDER THESE PRE-GA TOU ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE PRE-GA TOU.**

3. Title to all product, services, feature developments, derivative works, and/or other intellectual property resulting from the collaboration of Customer and Omnicell will vest exclusively in Omnicell at creation.



4. Where applicable, Customer will be solely responsible for obtaining (a) any approvals required to utilize the Pre-GA Functionality and any patient consents or authorizations required with respect to the use of the Pre-GA Functionality, and (b) the disclosure of any patient information in connection therewith. Any required authorization or patient consent document must include appropriate provisions, consistent with federal, state, and local privacy laws, to allow Customer to disclose “protected health information” (as that term is used under HIPAA) to OmniceLL and to OmniceLL’s contractors.
5. Subject to these Pre-GA TOU, OmniceLL grants to Customer a limited, nonexclusive, non-transferable license to use the Pre-GA Functionality for evaluation purposes at the designated Customer site(s) identified in the Underlying Agreement. Customer may not make Pre-GA Functionality available to third parties without OmniceLL’s prior written consent in each instance. Customer will not and will not allow a third party to: (a) use the Pre-GA Functionality other than in accordance with all instructions and Documentation provided to Customer by OmniceLL; (b) copy the Pre-GA Functionality; (c) disclose any information about the Pre-GA Functionality to anyone without the prior written consent of OmniceLL; or (d) decompile, disassemble, or reverse engineer the Pre-GA Functionality.
6. Customer agrees to indemnify, defend, and hold harmless OmniceLL and its officers, directors, employees, affiliates and agents from and against all claims, actions, liabilities, losses, expenses, damages, judgments, settlements and costs (including, without limitation, reasonable attorneys’ fees) arising from or relating to: (i) any breach by Customer of these Pre-GA TOU, the Pre-GA Notice or any Documentation related to the Pre-GA Functionality; and (ii) Customer’s use of the Pre-GA Functionality.
7. OmniceLL has the right, in its sole discretion, without liability, or obligation of notice to or consent from Customer, to: (a) commercialize or not commercialize the Pre-GA Functionality or any part thereof in any; and/or (b) change the design of, or discontinue further changes, or discontinue developing, producing, selling, licensing, or distributing the Pre-GA Functionality or any part thereof. Customer should not rely on any developments relating to the Pre-GA Functionality as a deliverable commitment from OmniceLL. OmniceLL may, at any time and in its sole discretion, terminate Customer’s access to the Pre-GA Functionality.
8. The Pre-GA Functionality may be deployed in Customer’s production environment. Customer is solely responsible for “backing up” and archiving its data and data generated by Customer’s use of the Pre-GA Functionality.
9. OmniceLL may, in its sole discretion, make changes to these Pre-GA TOU from time to time. When changes are made, OmniceLL will make a new copy of these Pre-GA TOU available at the URL set forth in the Underlying Agreement. Customer is responsible for checking this URL for the then-current terms relevant to Customer’s use of the applicable Pre-GA Functionality. OmniceLL will also update the "Last Updated" date identified above. Any changes to these Pre-GA TOU will be immediately effective for Pre-GA Functionality utilized by Customer on or after the “Last Updated” date.