

Department of Veterans Affairs
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage![™], a menu-driven database system. The INTERNET address for GSA Advantage![™] is: GSAAvantage.gov.

Medical Equipment and Supplies
FSC Group 65, Part II, Section A
FSC Class 6530

Contract Number: V797P-4313a, Modification 32 - effective November 1, 2010
Contract Period: March 1, 2003 through February 28, 2013

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

OMNICELL, INC
1201 Charleston Rd.
Mountain View, CA 94043

Phone: (800) 850-6664
Fax: (650) 251-6266

Business Size: Large

CUSTOMER INFORMATION:

1. Table of awarded special item number: **A-92 attached.**
2. Maximum Order: **\$450,000 or one system.**
3. Minimum Order: **None.**
4. Geographic Coverage: **50 states, Washington, D.C., Puerto Rico.**
5. Point(s) of Production: **Mountain View, Santa Clara County, CA**
6. Statement of Net Price: **Prices shown herein are net, discounts deducted.**
7. Quantity Discounts: **None.**
8. Prompt Payment Terms: **Net 30 days.**
9. Government Commercial Credit Card: **Government Credit Card accepted.**
10. Foreign Items: **Certain drawer components of the Pharmacy Cabinet System are built in China. All SafetyPak models are manufactured in South Korea. All final assembly is done in the USA.**
11. a. Time of Delivery: **Within 180 days after receipt of order (ARO). Fax orders are accepted.**
b. Expedited Delivery: **Ship within 24hrs ARO for spare parts and within 30 days for equipment. Fax orders are accepted. Customer pays for shipping charges above normal freight charges.**
c. Overnight and 2-day delivery: **Contact Contractor for rates for overnight and 2-day delivery**
d. Urgent Requirements: **Contact Contractor to effect a faster delivery.**
12. F.O.B. Point(s): **Destination 48 contiguous states and the District of Columbia, POE Alaska, Hawaii, Puerto Rico and overseas.**
13. Ordering Address(es): **Same as Contractor's above.**
14. Payment Address(es): **Same as Contractor's above.**
15. Warranty Provision: **30 days beginning after the date of installation (initial twelve months of service fees are included at no charge. Please reference enclosed information for defective product warranty.**
16. Export Packing Charges: **Not applicable.**
17. Terms and conditions of Government purchase card acceptance: **Not applicable.**
18. Terms and conditions of rental, maintenance, and repair: **Please reference enclosed information for terms and conditions.**
19. Terms and conditions of installation: **Please reference enclosed information for terms and conditions.**
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: **Not applicable.**
21. List of service and Distribution points: **Mountain View, CA, Rancho Santa Margarita, CA, Waukegan, IL.**
22. List of Participating Dealers: **None**
23. Preventive Maintenance: **Please reference enclosed information for terms and conditions.**
24. Special attributes: **Not applicable.**
25. Data Universal Number System (DUNS) number: **80-541-2665.**
26. Registration in Central Contractor Registration (CCR) database: **00VE9.**

Warranty Provision

Omniceil, Inc. (referred to also as "we", "us" or "our") hereby warrants that, if the OmniCell Equipment (the "Equipment") is defective in workmanship or materials, or if the OmniCell Software (the "Software") we provide is defective during the term of this Agreement, we shall repair or replace, the defective part, parts, Software, or Equipment.

Under breach of warranty, THE WARRANTY GRANTED HEREIN DOES NOT COVER ANY PRODUCTS THAT YOU MAY USE, CREATE, OR INSTALL THAT IS NOT PROVIDED BY US. THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES, AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY SHALL BE VOID AND OF NO FORCE OR EFFECT IF WE DETERMINE THAT ANY EQUIPMENT OR SOFTWARE DEFECT IS DUE TO YOUR MISUSE OR NEGLIGENCE OR ANY UNAUTHORIZED REPAIRS OR TAMPERING WITH THE EQUIPMENT OR SOFTWARE.

Omniceil, Inc. will cover the shipping costs incurred for the repair or replacement services listed above within one year from date of installation..

Maintenance and Repair

Omniceil, Inc. offers customers the Gold Service Plan. Service levels provided under the plan are detailed below.

Gold Service Plan

The following details the important features of the Basic Service Plan:

Basic Service Plan	Disabled System / Hardware or Software Malfunction
Phone Support	24 Hours/Day 7 Days/Week
Response Time Phone:	30 Minutes (Monday-Friday 6AM - 6PM CST) 2 Hours (Monday-Friday 6PM - 5AM PST & Saturday-Sunday & Holidays)
On-Site:	Within 6 Hours for Disabled System Within 24 Hours for Non-critical failures
On-Site Availability (if necessary)	24 Hours/Day, 7 Days/Week for Disabled System 9AM - 5PM Monday-Friday for Hardware or Software Malfunction
Repair/Replacement Parts	Included (Except in cases of equipment misuse)
Remote Software & Interface Diagnostics	Included
System Administrator Training	Two training slots no-charge. \$1,000 per additional attendee. (Travel and expenses are included for first two attendees only)

Additional Service

Omniceil provides the required personnel to install the Omnicell system. If the system needs to be reconfigured, modified or moved, Omnicell field personnel can assist for the applicable fee-based service charge listed below. The charts below list the type of items that will require a PO for completion by Omnicell:

Service Item	Service Estimate
Misuse of OmniSupplier Hardware (broken button bars, plexiglass, etc.)*	\$675 minimum plus \$150 per hour after four hours - Plus parts
Computer Damage Due to Customer Failure to Install UPS Protection for OmniSupplier Units and OmniCenter Server (correct corrupt files, etc.)	\$675 minimum plus \$150 per hour after four hours - Plus parts
Physically Move OmniSupplier Units or OmniCenter Server After Live Date	\$675 minimum plus \$150 per hour after four hours
Reconfiguration of OmniSupplier Units*	\$675 minimum plus \$150 per hour after four hours - Plus parts
Field Installation of Product Modules	\$500 plus cost of product module
New Interface	\$5,000 to \$20,000
Modification of Existing Interface Code	\$1,000 to \$3,000
Database Management*	\$675 minimum plus \$150 per hour after four hours
Reconnecting OmniSupplier Units to Power or Communications*	\$675 minimum plus \$150 per hour after four hours
On-Site Performance of System Maintenance Due to Customer Failure to Install a RAS Connection to the OmniCenter Server	\$675 minimum plus \$150 per hour after four hours - Plus parts

* The System Administrator(s) from your hospital have been trained by qualified Omnicell personnel to perform these Service Items.

Installation, Interface and Training Terms

Installation

The basic terms and conditions of installation are as follows:

The hospital agrees to execute an Omnicell Installation Worksheet prior to any Equipment installation. We shall make reasonable commercial efforts to complete the installation of such Equipment in a timely manner upon receipt of confirmation that the Equipment has arrived at your location. Prior to arrival of the Equipment at your location, you agree to provide adequate space for the Equipment under conditions suitable to the proper functioning of the Equipment. In addition, you agree to provide clean commercial power including our specified Uninterrupted Power Supply ("UPS") and the necessary communication cable (telephone extension cable and jack or Local Area Network ("LAN") connection and jack) to each location where the Equipment will be placed. You agree to provide a dedicated direct inward dial (DID) communication line for remote access for service ("RAS") at the location of the OmniCenter. If this dedicated RAS line is not provided, service will be charged at twice the quoted monthly fee amount for the OmniCenter. We shall provide all installation personnel, tools, equipment, and material necessary to install the Equipment and will install it in a workmanlike manner

Prior to installation of any equipment, Omnicell personnel will meet with the healthcare facility's personnel to review the installation and training process. User manuals will be provided at the time of purchase.

Installation and User Manuals are included in the unit price: User manuals will be provided at the time of purchase. Omnicell will schedule installation within 30 days after delivery.

Interfaces

You agree to provide service for your side of any Software or Hardware interfaces.

Omnicell will provide a one-time implementation allowance in the amount of \$30,000 for the following product categories to defray initial costs of installation (such as interfaces):

- Automated Pharmacy Cabinets
- Automated Supply Cabinets
- OptiFlex Supply Management Solutions
- **Chargeable Software and Service.** We will charge you for the following Software and services:
 - I. Interfaces: Interfaces are provided at the prevailing commercial rate. The specifications for each interface will be mutually agreed upon by Omnicell, the vendor responsible for the other side of the interface, and the customer.
 - II. Interface Modifications: If you request changes to an interface after initial installation, testing, and your acceptance of that interface, a fee will be charged to you for those modifications. "Modifications" includes, but is not limited to: a) change in record format; b) change in communications mechanism; c) addition of new record types; and, d) addition of new processing functionality.
 - III. Replacement of an Existing Interface: If an existing interface between the OmniCell System and one of your Hospital Information System ("HIS") systems must be replaced by a new interface, the implementation of the replacement interface will be charged to

you at the prevailing commercial rate. The specifications for the replacement interface must be collectively agreed upon by Omnicell, the vendor responsible for the other side of the interface, and the customer.

Training

Below are listed Omnicell's training policies for the Government.

In-Service Training

Omnicell will provide in-service and clinical training related to the Equipment ("Train the Trainer"). Omnicell will maintain a properly qualified training staff to provide such in-service and clinical training, and it shall be the responsibility of each Government facility to ensure that its appropriate personnel attend and complete such training. Appropriate personnel must complete training prior to the clinical use of the system.

System Administrator Training

You agree to select, and we shall provide training in the management, maintenance and use of the Equipment to, one of your employees who is qualified to act as "System Administrator." The System Administrator is responsible for administering and managing the performance of the Equipment, including maintaining the files and monitoring the performance of the Equipment. The System Administrator shall be responsible for reviewing and evaluating all end-user requests for service and informing us of any problems which the System Administrator cannot resolve. You agree to also select one of your employees as a back-up System Administrator.

Government facilities are required to have appropriate personnel participate in formal training prior to the clinical use of the system. The "System Administrator Training Course" is held at Omnicell's facilities in Mountain View, CA. Training must be completed prior to the clinical use of the system in order to enforce any warranty and indemnification claims.

Omnicell will cover the expenses of the initial Government facility employees attending System Administrator Training if scheduled within twelve months following system installation. . Each Government facility may send a maximum of two employees if either supply systems or pharmacy systems are purchased, or a maximum of four employees if BOTH supply AND pharmacy systems are purchased. Additional trainees must prepay a \$1,000 training fee per person and will pay all travel, lodging and miscellaneous expenses.

All travel arrangements must be made by Omnicell, Inc. Attendees are required to provide Omnicell with a 30 day notice of training attendance in order to schedule training and travel. Training and travel arrangements cannot be provided with less than the 30 day notice. All travel arrangements are non-refundable. If a Government employee cancels training attendance, Omnicell will cover the costs of canceled attendance and the Government employee will have to cover any future training and travel expenses.

Biomedical Training for Shared Service

Omnicell will provide training in Mountain View, CA for two Bio-Med personnel at no charge for the training class. The Government facility will pay the class fee of \$3,500 per person for additional personnel. The Government facility will pay for all travel and lodging expenses incurred by its personnel.

Shared Services Provisions

1. Discount on Service. Customer agrees to designate at least one member from its Biomedical Department (the "Department") to attend Omnicell's Shared Services training course. Omnicell agrees to train your designated Department staff to provide first response to service calls, consistent with the response times, uptime commitments and service levels in your service agreement, as well as additional support to be mutually agreed by the parties. In consideration for your staff taking first response and providing such additional support, Customer's Monthly Service Payment will reflect special pricing

adjustments only after the Shared Services training has been completed and so long as Customer maintains trained personnel in the Department. Shared Services training must be completed within ninety (90) days of product installation or initiation of service coverage. Customer is responsible for maintaining qualified Department personnel, including retraining and/or replacing personnel leaving the Department. Omnicell reserves the right to apply Shared Service pricing adjustments upon successful completion of the training program and suspend adjustments during periods where primary coverage is not provided.

2. Service Availability. Omnicell repair service will be available on a twenty-four (24) hour per day, seven (7) day per week basis. The Hospital Biomedical Department will provide the first response to all service requests under the same twenty-four (24) hour per day, seven (7) day per week basis. Omnicell will provide technical support to the Department as needed. Twenty-four (24) hour telephone assistance from Omnicell will be available to receive service calls and, if necessary, to dispatch on-call service personnel within the required response time. Under the Shared Services Program, if Omnicell on-site assistance is required, Omnicell will charge for on-site service on a time and materials basis at preferred rates. If Omnicell determines that the support issue was beyond the scope of the training provided to the Biomedical Engineer, time and material charges will not be assessed.

3. Escalation. Omnicell support resources will be available via telephone or on-site, if needed. These resources will be available to be on-site if no progress has been made in restoring Equipment to normal operation by the Department. Omnicell, will determine the optimal deployment and utilization of these resources.

4. Spare 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 the Department for repairs shall be available from Omnicell's parts distribution network and on-site within 24-hours. The Department may purchase additional replacement parts, components, and subassemblies for storage at Customer's site. Omnicell will replace, at no additional charge, parts, components and subassemblies as they are used in the repair of the Equipment; provided that Customer follows Omnicell's RMA procedures.

5. Service Call Protocol. Omnicell will support an equipment maintenance partnership with the Department. The objective of this partnership is to foster an environment that aids the Department in cost-effectively maintaining the Equipment with Omnicell's assistance and cooperation and promotes service efficiency. Omnicell will work closely with the Department in coordinating all work schedules.

- a. The Department will respond to all emergency service calls for service.
- b. In the event Omnicell is contacted directly by the user department, Omnicell will refer the user to the Department and contact the Department directly to provide the specifics of the service requested.
- c. Omnicell's service personnel will notify the Department when arriving in the user department.
- d. 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 Equipment to the Department.
- e. Service records for all maintenance will be made available to the Department upon request.

6. Product Documentation. Omnicell will provide Technical Service documentation at Biomedical training. Omnicell will provide relevant Product Notifications upon official release to the field. These will include feature enhancements and a contact for further information. User manuals are included with equipment upon shipment.

7. Preventive Maintenance. The hospital Biomedical Engineering Department will be responsible for performing preventive maintenance on the Omnicell Equipment. Annual preventive maintenance is mandatory and semi-annual preventive maintenance is recommended. Omnicell will provide spare parts required to support preventive maintenance initiatives at no charge.

8. Uptime & Response Time Commitments. All uptime and response time commitments will remain in effect consistent with those offered in Omnicell's Gold service level. Uptime penalties will not apply since the hospital assumes responsibility for first response.

9. Service Training. Omnicell will provide certified training for designated Department technicians at Omnicell's corporate training site. The training will be technically sufficient to allow the Department technicians to troubleshoot and repair the Equipment. A certificate or certification of training

completion will be provided upon satisfactory completion of the course and demonstrated proficiency by Department staff. The cost of the class per person, including tuition, books and materials, is set forth in the Service Price List provided by your Sales representative. Customer is responsible for travel and other related expenses incurred by Department staff. A list of the specific skills/tasks which will be covered in the Shared Services training class are listed in **Exhibit A** attached to this Agreement. Once trained, the Department is responsible for performing preventive maintenance and repair tasks on the Equipment as well as making sure the Equipment is in proper working order at Customer's site.

Train the Trainer Program

Omnicell employs a "train the trainer" program. All training provided to the facility staff will be provided to people designated by the healthcare institution who will then train additional personnel throughout the installation of the system.

- Additional Systems: As additional OmniSupplier cabinets are installed in the facility, the facility's trainers will provide training to ensure that nurses and restock personnel can operate the system.
- Training Media: Training media are provided with the acquisition of the system to assist with new employee training.
- Training for Software Updates: Software release notes are provided with the installation of software updates. These release notes are provided to the facility trainers so that they can educate users (i.e., nurses, restock personnel, etc.) on new features and functionality.

Additional Terms and Conditions

The following terms are included in the Omnicell, Inc. FSS Contract:

Purchase Terms

You agree to purchase from us certain Equipment and to license from us the accompanying software (as herein defined) as more fully described on the Supplement to Master Purchase Agreement ("Supplement") which is incorporated herein and any subsequent Supplements entered into by you and us, on the terms and conditions set forth herein. You agree to pay to us the purchase price shown below for each unit of Equipment as set forth on each Supplement. For purposes of this Agreement, Equipment will also include all replacement parts for the Equipment which you may receive under the service terms and condition incorporated as part of this Agreement.

Additional Equipment - Purchase

If you would like to add OmniCell Equipment to your system, we shall send you a Supplement listing such additional Equipment ("Additional Equipment") and the purchase price per unit. Upon execution of the Supplement, we will deliver the Additional Equipment listed thereon in accordance with the terms of the FSS Contract. All terms of this FSS Contract shall apply to Additional Equipment listed on any mutually executed Supplement(s).

Loss and Damage

You agree to assume and bear the entire risk of casualty or damage to the Equipment from any cause whatsoever from the date of delivery of the Equipment to your premises. No casualty or damage shall relieve you from the obligation to make payment or to comply with any other obligation under this Agreement.

Limitation of Liability

In no event shall Omnicell be liable for any indirect, incidental, special or consequential damages, including loss of profits, revenue, data or use, incurred by any Government facility or any third party, in an action in contract, or based on a warranty. Omnicell will guarantee a 95% cumulative up-time for all equipment in each Government facility. For each month that passes, where the 95% up-time is not maintained, Omnicell agrees to waive the service fees for one month.

For example, if a facility has 10 units installed, they would have 7,200 hours of operation in a thirty day month. If the facility has more than 360 hours (5%) of downtime (as calculated by the facility), the service fees for the entire installation would be waived for one month.

Software

Subject to the terms of the Agreement, we grant to you the right to use one copy only of any software provided to you by us relating to the operation, information storage and retrieval, record keeping, and communication of the Equipment (the "Software") only in the manner described in the written materials accompanying the Software and solely as installed on the Equipment in object code form. You agree not to use it in any other way. You agree that the structure and organization of the Software are valuable trade secrets of ours and agree to protect the Software as you would other confidential, copyrighted material. You understand and agree that we own the Software and any copies of it and that the Software is licensed to you only for your use in connection with the Equipment. You agree that you will neither modify, nor alter the Software, nor decompile, reverse engineer, disassemble or otherwise attempt to obtain the source code of the Software, or to encourage any third party to do so.

Use of Information

You hereby grant to us an irrevocable, perpetual and royalty-free right and license to utilize the Equipment to collect information (the "Information") with regard to the use of the Equipment by you, including supply utilization, inventory management, and billing information, provided that we shall have no right to use any personal patient identifying information (such as name, address, telephone number, or social security number). You hereby agree to grant to us an irrevocable, perpetual, royalty-free right and license to use the Information for any purpose. We agree to keep confidential the name of your hospital in connection with the Information unless otherwise agreed by us and you.

Other Rights

You agree that any delay or failure to enforce our rights under this FSS Contract does not prevent us from enforcing any rights at a later time.

Terms and Conditions Applicable to Leasing

1. Ordering Procedures

- a. When the Government expresses an interest in leasing a product(s), the ordering office will provide the following information to the Contractor:
 - (1) Which product(s) is (are) required.
 - (2) The required delivery date.
 - (3) The proposed term of the lease.
 - (4) Where the product will be located.
 - (5) Description of the intended use of the product.
 - (6) Source and type of appropriations to be used.
- b. The Contractor will respond in the form of a quote which will include:
 - (1) The accepted lease term (60 month, unless otherwise set forth in the quote) (hereinafter, the "Lease Term")
 - (2) The monthly payment based on the lease term and rate.
 - (3) Extent of warranty coverage, if any, of the leased products.
 - (4) The length of time the quote is valid.
 - (5) The Capital Equipment Costs if the ordering activity opts for termination prior to the end of the lease term in accordance with Paragraph 5.b below.
- c. Contractor will confirm the Government's agreement with the quote, and if mutually agreed, modify the original quote terms and issuing a final quote reflecting the final negotiated lease terms and issuing such to the Government.
- d. The Government may issue a delivery order to the Contractor based on the information set forth in the Contractor's final quote. In the event that the Government does not issue a delivery order within the validity period stated in the Contractor's final quote, the quote shall expire.

2. Statement of Ordering Activity Intent

- a. The Government and Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the Lease Term. In that regard, the Government, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the Government's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease pursuant to this SIN shall be initiated by a delivery order which shall incorporate all material agreed upon terms of the Contractor's final quote.

- b. While Contractor acknowledges the Government's right to terminate a lease in accordance with Paragraph 5 below, each ordering office placing a delivery order under the terms herein intends to continue the lease until completion of the Lease Term so long as the need of the ordering office for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the Government concerning the essential use of the products.

3. Lease Term

- a. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the Government. The Government's obligation to complete any proposed delivery orders, whether for the initial base period or renewal period, shall, if unconfirmed by the Contractor, remain in effect only through September 30 of the fiscal year (unless extended by statute), or earlier if an earlier expiration date is specified in the delivery order.
- b. Lease Renewals. The Government, at its discretion, may exercise each option to extend the Lease Term for any renewal period stated in the delivery order. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. The Government shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order by order basis.

4. Lease Commencement

- a. With respect to the financed products and/or financed support services, the initial lease term will commence upon delivery of the products specified in the delivery order and shall continue as set forth in the final quote and consistent with the above provisions. Customer will be invoiced for the first Monthly Lease Payment and Monthly Support Fee within ten (10) days after delivery of the products specified in the delivery order.

5. Lease Termination Prior to the Lease Term

The Government must elect the Lease Term of the final quote. The Contractor (and assignee, if any) will rely on the Government's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein. Notwithstanding the above the Government may terminate the lease in advance of the end of any Lease Term pursuant to one of the following methods in accordance with the stated requirements therein:

- a. Termination for Default. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a Termination for Government's Convenience as set forth in Paragraph 5.b below.
- b. Termination for the Government's Convenience. The Government reserves the right to terminate this contract, any lease, or any part thereof, for its sole convenience, even if prior to the expiration of the Lease Term or any renewal term. Early terminations of a lease under this option may only be exercised by the ordering office's contracting officer responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), Termination for Convenience. In the event of

such early termination, the Contractor shall immediately stop all work pursuant to such lease and shall immediately cause any and all of its suppliers and subcontractors to cease such work. The costs charged to the Government as the result of any Termination for the Government's Convenience hereunder shall be determined as set forth in Paragraph 5.b (1) below.

- (1) **Capital Equipment Costs.** At the termination of a lease pursuant to this Paragraph 5.b, the Government shall pay to Contractor the amount of the remaining Extended Monthly Net Lease payments as set forth in the relevant final quote and delivery order that are not yet paid at the date of the termination notice. The remaining term shall be defined as the full lease term as noted on the relevant final quote and delivery order, which is typically sixty months, less the number of months fully paid prior to the termination of the lease per Paragraph 5.b. For example, if a Government lease is shown in the final quote and delivery order to require the Government's payment of \$1000 per month over a 60 month lease period and the Government terminates for convenience pursuant to this Paragraph 5.b after 30 months of remitted lease payments, the Government would pay Contractor \$30,000 (\$1,000 x 30 remaining months), such payment not subject to additional interest penalties or administrative costs.
- (2) No Termination for Government's Convenience costs set forth in this Paragraph 5.b will be associated with the expiration of a Lease Term. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose.

6. Lease End/Discontinuance Options

- a. Upon the expiration of the Lease Term, or Lease Termination Prior to the Lease Term pursuant to Paragraph 5 above, the Government will return the Product to Omnicell unless the Government by thirty (30) days written notice elects to request a renewal quote from Omnicell and issue a new delivery order, extending all provisions of this Agreement related to the financing of the Financed Products.
- b. The Government may relocate products to another location within the Government with prior written notice. No other transfer, including sublease, is permitted. Government shall not assign, transfer or otherwise dispose of any products or any interest therein, or create or suffer any levy, lien or encumbrance therein except those created for the benefit of Contractor or its assignees.
- c. **Returns:** Within fourteen (14) days after the date of expiration or termination of a lease, the Government shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Omnicell at the location specified by Omnicell in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at Government's expense.

7. Ownership

- a. Omnicell (or its assignee) is the owner of the Financed Products and will retain at all times title to such Leased Delivered Products. No transfer of title to the Financed Products has occurred by virtue of the execution of this schedule or delivery of a relevant quote or the applicable delivery order.
- b. The purchase option price will be no higher than the price as set forth in the approved FSS list price.

8. Risk of Loss or Damage

- a. The Government is relieved from all risk of loss or damage to the product during periods of transportation and installation, except when loss or damage is due to the fault or negligence of the Government. The Government shall assume risk of loss or damage to the product during relocation (i.e. moving the product from one Government location to another Government location).

9. Taxes

- a. The lease payments, purchase option prices and interest rates identified herein exclude all state and local taxes levied or measured by the contract or sales price of the product. The Government will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. The Government agrees to pay tax or provide evidence necessary to support an exemption from the tax.

Price List

Add (L) modifier to all codes for lease transactions.

Product	Description	Net FSS Prices		Service Prices	
		Purchase	60 month Lease	Shared	Gold
	Medication Automation				
BCCNS400	Bar Code Reader Console (400CT)	\$775.00	\$13.75	\$0.00	\$0.00
BCCNS490	Bar Code Reader Console (490CT)	\$775.00	\$14.01	\$0.00	\$0.00
ITEMSCAN	Item Scan	\$988.90	\$17.88	\$6.00	\$6.00
MGCNSTRK1	Mag Card Reader Console (TRK1)	\$775.00	\$14.01	\$0.00	\$0.00
MGCNSTRK1N	Mag Card Reader Console No PNT (TRK1)	\$775.00	\$14.01	\$0.00	\$0.00
MGCNSTRK3	Mag Card Reader Console (TRK3)	\$775.00	\$14.01	\$0.00	\$0.00
MGCNSTRK3N	Mag Card Reader Console No PNT (TRK3)	\$775.00	\$14.01	\$0.00	\$0.00
MSA-LIC-001	AnywhereRN	\$1,550.00	\$28.02	\$17.00	\$17.00
MSA-LIC-100	Anywhere RN 100 licenses	\$131,750.00	\$2,831.31	\$1,417.00	\$1,417.00
MSA-LIC-125	Anywhere RN 125 licenses	\$164,687.50	\$2,976.64	\$1,771.00	\$1,771.00
MSA-LIC-150	Anywhere RN 150 licenses	\$197,625.00	\$3,571.97	\$2,125.00	\$2,125.00
MSA-LIC-175	Anywhere RN 175 licenses	\$230,562.50	\$4,167.30	\$2,479.00	\$2,479.00
MSA-LIC-200	Anywhere RN 200 licenses	\$232,500.00	\$4,202.32	\$2,500.00	\$2,500.00
MSA-LIC-225	Anywhere RN 225 licenses	\$261,562.50	\$4,727.61	\$2,813.00	\$2,813.00
MSA-LIC-250	Anywhere RN 250 licenses	\$290,625.00	\$5,252.90	\$3,125.00	\$3,125.00
MSA-LIC-275	Anywhere RN 275 licenses	\$319,687.50	\$5,778.19	\$3,438.00	\$3,438.00
MSA-LIC-300	Anywhere RN 300 licenses	\$325,500.00	\$5,883.24	\$3,500.00	\$3,500.00
MSA-LIC-325	Anywhere RN 325 licenses	\$352,625.00	\$6,373.51	\$3,792.00	\$3,792.00
MSA-LIC-350	Anywhere RN 350 licenses	\$379,750.00	\$6,863.78	\$4,083.00	\$4,083.00
MSA-LIC-375	Anywhere RN 375 licenses	\$406,875.00	\$7,354.06	\$4,375.00	\$4,375.00
MSA-LIC-400	Anywhere RN 400 licenses	\$434,000.00	\$7,844.33	\$4,667.00	\$4,667.00
MSA-OPT-001	FlexLock with TempCheck (50 ft cable)	\$2,697.00	\$48.75	\$15.00	\$15.00
MSA-SCN-001	OPTION KIT,SAFETYSTOCK INTELLISTAND	\$988.90	\$17.17	\$6.00	\$6.00
MSA-SCN-002	OPTION KIT,SAFETYSTOCK GOOSENECK	\$988.90	\$17.10	\$6.00	\$6.00
OCFLTCK	FlexLock with TempCheck	\$2,417.94	\$43.00	\$15.00	\$15.00
OCRX	OmniCenter and Pharmacy Software	\$21,700.00	\$392.22	\$0.00	\$0.00
OERB50	External Return Bin 50 Foot Cable	\$76.00	\$1.20	\$0.00	\$0.00
OLL12	12-Bin Locking Drawer	\$2,480.00	\$43.25	\$0.00	\$0.00
OLL24	24-Bin Locking Drawer	\$2,480.00	\$43.25	\$0.00	\$0.00
OLL6	6-Bin Locking Drawer	\$2,480.00	\$43.25	\$0.00	\$0.00
OLMD24	24-Bin Lighted Matrix Drawer	\$1,209.00	\$20.50	\$0.00	\$0.00
OMC-PNT-001	OPTION KIT,SAFETYSTOCK,PRINTER	\$2,309.94	\$40.00	\$14.00	\$14.00
OMC-SCN-001	SafetyStock w/Intellistand (OPC or addl Server Locations))	\$988.90	\$17.87	\$6.00	\$6.00
OMC-SCN-002	OPTION KIT,SAFETYSTOCK SERVER SUITE	\$3,382.10	\$57.00	\$20.00	\$20.00
OMD4	4-Bin Double-Deep Matrix Drawer	\$1,550.00	\$25.25	\$0.00	\$0.00
OMD48	96-Bin Matrix Drawer	\$976.50	\$17.20	\$0.00	\$0.00
OMSRRX250	Remote Rx Item	\$1,550.00	\$28.02	\$9.00	\$9.00
OMSRX01	Remote Rx Item Omni	\$930.00	\$16.81	\$6.00	\$6.00
ORD10	10-Bin Sensing Return Drawer	\$2,046.00	\$34.00	\$0.00	\$0.00
OS2U	OmniSupplier PLUS Option	\$1,395.00	\$25.00	\$0.00	\$0.00
OS3DRXU	Three Drawer Pharmacy Module	\$4,340.00	\$74.00	\$0.00	\$0.00
OS56HRXCT	Half-Cell OmniSupplier Color Touch	\$9,610.00	\$173.70	\$39.00	\$58.00
OSCT104RX	One-Cell OmniSupplier Color Touch	\$12,686.00	\$219.00	\$51.00	\$77.00

OSCT224RX	Two-Cell OmniSupplier Color Touch	\$13,950.00	\$240.00	\$56.00	\$84.00
OSCT344RX	Three-Cell OmniSupplier Color Touch	\$17,050.00	\$295.00	\$69.00	\$103.00
OSL12	12-Bin Sensing Drawer	\$2,046.00	\$34.00	\$0.00	\$0.00
OSL24	24-Bin Sensing Drawer	\$2,046.00	\$34.00	\$0.00	\$0.00
OSL6	6-Bin Sensing Drawer	\$2,046.00	\$34.00	\$0.00	\$0.00
OSOMDP	OPTION KIT,OMNIDISPENSER PLUS3	\$11,340.00	\$212.00	\$45.00	\$68.00
OSOMDRX	Option Kit, OmniDispenserRX	\$10,080.00	\$188.00	\$40.00	\$60.00
OSOMDT	Option Kit, OmniDispenserTall	\$10,080.00	\$188.00	\$40.00	\$60.00
OSPPO	Profile Driven Option	\$1,922.00	\$32.25	\$12.00	\$12.00
OSRXU	OmniSupplier Rx Option	\$3,487.50	\$64.14	\$0.00	\$0.00
OX104RX	One-Cell OmniSupplier Auxiliary	\$6,200.00	\$95.00	\$25.00	\$38.00
OX224RX	Two-Cell OmniSupplier Auxiliary	\$7,440.00	\$128.00	\$30.00	\$45.00
OX344RX	Three-Cell OmniSupplier Auxiliary	\$10,230.00	\$175.00	\$41.00	\$62.00
PROFPLUS	Profile Plus Package	\$7,440.00	\$134.47	\$39.00	\$39.00
PROFPLUS2	Profile Plus Package (W/O SCHMEDS)	\$6,200.00	\$112.06	\$39.00	\$39.00
RXAX	OmniRx Auxiliary	\$8,866.00	\$145.00	\$36.00	\$54.00
RXCT	OmniRX w/ Color Touch	\$13,175.00	\$225.00	\$53.00	\$80.00
SCHMEDS	Scheduled Meds	\$1,240.00	\$22.41	\$0.00	\$0.00
SDD2222	FlexBin 2222 Single-Dose Drawer	\$3,410.00	\$57.00	\$0.00	\$0.00
SDD3131	FlexBin 3131 Single-Dose Drawer	\$3,410.00	\$57.00	\$0.00	\$0.00
SDD96	FlexBin 96 Single-Dose Drawer	\$3,410.00	\$57.00	\$0.00	\$0.00
SFTYMDSW	SafetyMed Concurrent User License	\$2,480.00	\$44.82	\$53.00	\$53.00
SP	SinglePointe	\$2,480.00	\$44.82	\$27.00	\$27.00
SP100	SinglePointe 100 licenses	\$173,600.00	\$3,137.73	\$1,867.00	\$1,867.00
SP25	SinglePointe 25 licenses	\$52,700.00	\$952.53	\$567.00	\$567.00
SP30	SinglePointe 30 licenses	\$63,240.00	\$1,143.03	\$680.00	\$680.00
SP35	SinglePointe 35 licenses	\$73,780.00	\$1,333.54	\$793.00	\$793.00
SP4	SinglePointe Bundle of 1st 4 Licenses	\$9,920.00	\$179.30	\$53.00	\$53.00
SP40	SinglePointe 40 licenses	\$84,320.00	\$1,524.04	\$907.00	\$907.00
SP45	SinglePointe 45 licenses	\$94,860.00	\$1,714.55	\$1,020.00	\$1,020.00
SP50	SinglePointe 50 licenses	\$93,000.00	\$1,680.93	\$1,000.00	\$1,000.00
SP55	SinglePointe 55 licenses	\$102,300.00	\$1,849.02	\$1,100.00	\$1,100.00
SP60	SinglePointe 60 licenses	\$111,600.00	\$2,017.11	\$1,200.00	\$1,200.00
SP65	SinglePointe 65 licenses	\$120,900.00	\$2,185.21	\$1,300.00	\$1,300.00
SP70	SinglePointe 70 licenses	\$130,200.00	\$2,353.30	\$1,400.00	\$1,400.00
SP75	SinglePointe 75 licenses	\$130,200.00	\$2,353.30	\$1,400.00	\$1,400.00
SP80	SinglePointe 80 licenses	\$138,880.00	\$2,510.18	\$1,493.00	\$1,493.00
SP85	SinglePointe 85 licenses	\$147,560.00	\$2,667.07	\$1,587.00	\$1,587.00
SP90	SinglePointe 90 licenses	\$156,240.00	\$2,823.96	\$1,680.00	\$1,680.00
SP95	SinglePointe 95 licenses	\$164,920.00	\$2,980.84	\$1,773.00	\$1,773.00
SPPLUS	SinglePointe Plus Package	\$9,920.00	\$179.30	\$65.00	\$65.00
SPPLUS2	SinglePointe Plus Package (W/O SCHMEDS)	\$8,680.00	\$156.89	\$64.00	\$64.00
SPSERV	SinglePointe Server Configuration	\$12,000.00	\$235.92	\$0.00	\$0.00
TGCCNS400	Touch & Go/Bar Code Console (400CT)	\$1,453.90	\$26.28	\$0.00	\$0.00
TGCCNS490	Touch & Go/Bar Code Console (490CT)	\$1,453.90	\$26.28	\$0.00	\$0.00
TGCNS	Touch & Go Console	\$988.90	\$17.87	\$0.00	\$0.00
TGMGCNSTRK3	Touch & Go/Mag Card Console (TRK3)	\$1,453.90	\$26.28	\$0.00	\$0.00
TTAX	OmniTT Auxiliary	\$5,580.00	\$94.00	\$23.00	\$34.00

TTCT	OmniTT Color Touch	\$9,548.00	\$165.00	\$39.00	\$58.00
	Anesthesia				
ANCT	Anesthesia Workstation	\$21,700.00	\$375.00	\$88.00	\$131.00
ANT-OPT-001	Anesthesia Workstation Aux Fold-Out Shelf	\$418.50	\$1.00	\$0.00	\$0.00
ANT-OPT-002	Anesthesia Workstation Chart Holder	\$50.22	\$1.15	\$0.00	\$0.00
ANT-OPT-003	Anesthesia Workstation IV Pole	\$176.08	\$2.55	\$0.00	\$0.00
ANT-OPT-004	Anesthesia Workstation Tilt Bin Organizer	\$59.52	\$1.00	\$0.00	\$0.00
ANT-OPT-005	Anesthesia Workstation Waste Container	\$58.59	\$1.00	\$0.00	\$0.00
ANTT	Anesthesia TT	\$9,548.00	\$172.57	\$38.00	\$58.00
ANWN	Anesthesia Workstation Wireless Network	\$660.30	\$11.94	\$0.00	\$0.00
BCAN400	Bar Code Reader Anesthesia (400CT)	\$775.00	\$14.01	\$0.00	\$0.00
OASD1	Anesthesia Supply Drawer	\$372.00	\$6.72	\$0.00	\$0.00
OASD2	Double-Deep Anesthesia Supply Drawer	\$527.00	\$9.53	\$0.00	\$0.00
OASD3	Triple-Deep Anesthesia Supply Drawer	\$651.00	\$11.77	\$0.00	\$0.00
TGAN	Touch & Go Anesthesia	\$678.90	\$12.27	\$0.00	\$0.00
TGBCAN400	Touch & Go/Bar Code Anesthesia (400CT)	\$1,453.90	\$26.28	\$0.00	\$0.00
TGBCAN490	Touch & Go/Bar Code Anesthesia (490CT)	\$1,453.90	\$26.28	\$0.00	\$0.00
TGMGANTRK1	Touch & Go/Mag Card Anesthesia (TRK1)	\$1,453.90	\$26.28	\$0.00	\$0.00
TGMGANTRK3	Touch & Go/Mag Card Anesthesia (TRK3)	\$1,453.90	\$26.28	\$0.00	\$0.00
	SecureVault				
CT104SV	One-Cell OmniSupplier Secure Vault Color Touch	\$11,160.00	\$201.71	\$45.00	\$68.00
CT224SV	Two-Cell OmniSupplier Secure Vault Color Touch	\$12,400.00	\$224.12	\$50.00	\$75.00
CT344SV	Three-Cell OmniSupplier Secure Vault Color Touch	\$13,640.00	\$246.54	\$55.00	\$83.00
CTSV	CT PC Box Conversion for Omnicell Blue Screen w/o printer	\$8,060.00	\$145.68	\$33.00	\$49.00
OX104SV	One-Cell OmniSupplier Auxiliary (Secure Vault)	\$6,200.00	\$112.06	\$25.00	\$38.00
OX224SV	Two-Cell OmniSupplier Auxiliary (Secure Vault)	\$7,440.00	\$134.47	\$30.00	\$45.00
OX344SV	Three-Cell OmniSupplier Auxiliary (Secure Vault)	\$10,230.00	\$184.90	\$41.00	\$62.00
SVBT	SecureVault PDAD Battery	\$170.50	\$3.35	\$0.00	\$0.00
SVCR	SecureVault PDAD Cradle	\$465.00	\$9.14	\$0.00	\$0.00
SVLP	SecureVault Label Printer	\$2,232.00	\$40.34	\$14.00	\$14.00
SVPD	SecureVault PDAD	\$1,100.50	\$21.64	\$7.00	\$7.00
SVPDC	SecureVault PDAD Pack	\$1,736.00	\$34.14	\$11.00	\$11.00
SVOPT	SecureVault Option	\$2,170.00	\$37.80	\$13.00	\$13.00
SVPWST	SecureVault Package with Workstation	\$30,690.00	\$554.71	\$186.00	\$186.00
	Medication/Supply Automation				
56CTMC	Supply Mobile Cart	\$10,540.00	\$190.51	\$53.00	\$64.00
BCOS400	Bar Code Reader OmniSupplier (400)	\$775.00	\$14.01	\$0.00	\$0.00
BCOS490	Bar Code Reader OmniSupplier (490CT)	\$775.00	\$14.01	\$0.00	\$0.00
CPC	OmniCenter Server (CPC) Tower PC, No Monitor Incl	\$6,200.00	\$112.06	\$120.00	\$120.00
CPC – Bkup	OmniCenter Backup Server (CPC) Tower PC, No Monitor Included	\$6,200.00	\$112.06	\$0.00	\$0.00
CPC – Test	OmniCenter Test Server (CPC) Tower PC, No Monitor Included	\$6,200.00	\$112.06	\$96.00	\$96.00
CPCR	OmniCenter Server (CPC) Rack PC, No Monitor Included	\$6,200.00	\$112.06	\$120.00	\$120.00
CPCR - Bkup	OmniCenter Backup Server (CPC) Rack PC, No Monitor Included	\$6,200.00	\$112.06	\$0.00	\$0.00
CPCR – Test	OmniCenter Test Server (CPC) Rack PC, No Monitor Included	\$6,200.00	\$112.06	\$96.00	\$96.00
CTCU	Color Touch Console	\$6,200.00	\$112.06	\$0.00	\$0.00
CTSWN	Color Touch Wireless Network (OmniSupplier 1,2,3Cell)	\$660.30	\$11.94	\$0.00	\$0.00

FP100	Touch & Go (Bio ID)	\$678.90	\$12.00	\$0.00	\$0.00
HWUPG	Tower Server Hardware Upgrade	\$6,200.00	\$112.06	\$120.00	\$120.00
HWUPGR	Rack Server Hardware Upgrade	\$6,200.00	\$112.06	\$120.00	\$120.00
MCBCSTUP	Magnetic Card Reader Option and Bar Code Reader Option	\$1,860.00	\$33.62	\$0.00	\$0.00
MGOSTRK1	Mag Card Reader OmniSupplier (TRK1)	\$775.50	\$14.00	\$0.00	\$0.00
MGOSTRK3	Mag Card Reader OmniSupplier (TRK3)	\$775.00	\$14.01	\$0.00	\$0.00
MNTR	Dell Monitor Option (PTP)	\$272.80	\$4.93	\$0.00	\$0.00
MULTIS	Multi-Site Option	\$12,400.00	\$224.12	\$267.00	\$267.00
OCBKUP	OmniCenter Backup Server Software	\$4,960.00	\$89.65	\$0.00	\$0.00
OCR48	Omnicell Catheter Module	\$3,487.50	\$56.50	\$0.00	\$0.00
OCRA1	OmniCenter Remote Access (single user)	\$4,650.00	\$84.05	\$40.00	\$40.00
OCRAB	OmniCenter Remote Access Bronze	\$15,500.00	\$280.16	\$94.00	\$94.00
OCRACL	OmniCenter Remote Access TS CAL	\$93.00	\$1.99	\$0.00	\$0.00
OCRAG	OmniCenter Remote Access Gold (20 users)	\$46,500.00	\$840.47	\$281.00	\$281.00
OCRAS	OmniCenter Remote Access Silver	\$27,900.00	\$504.28	\$169.00	\$169.00
OCRXSUP	OmniCenter and Supply and Pharmacy Software	\$28,659.50	\$515.00	\$0.00	\$0.00
OCTEST	OmniCenter Test Server Software	\$4,960.00	\$89.65	\$0.00	\$0.00
OERB1	External Return Bin	\$1,860.00	\$33.00	\$0.00	\$0.00
OEXPL	OmniExplorer (Desktop)	\$31,000.00	\$560.31	\$188.00	\$188.00
OEXPLCT	OmniExplorer (Per CT Cabinet)	\$3,100.00	\$56.03	\$19.00	\$19.00
OMS01	Remote Item Omni	\$630.00	\$15.50	\$6.00	\$6.00
OMSCR250	Remote Item	\$1,550.00	\$25.25	\$9.00	\$9.00
OMSH	OmniScanner with Handheld	\$1,240.00	\$22.41	\$5.00	\$8.00
OSAX	PC Box for Auxiliary	\$1,038.50	\$17.50	\$0.00	\$0.00
OSCT	PC Box for OmniSupplier CT (One, Two or Three-Cell)	\$6,200.00	\$112.06	\$0.00	\$0.00
OSP	OmniSupplier Printer	\$2,077.00	\$35.00	\$8.00	\$13.00
SCANNER-01	LS4208 Symbol Scanner with USB cable	\$310.00	\$5.60	\$0.00	\$0.00
TGBCOS400	Touch & Go/Bar Code OmniSupplier (400CT)	\$1,453.90	\$26.28	\$4.00	\$6.00
TGBCOS490	Touch & Go/Bar Code OmniSupplier (490CT)	\$1,453.90	\$26.28	\$0.00	\$0.00
TGMGCNSTRK1	Touch & Go/Mag Card Console (TRK1)	\$1,453.90	\$26.28	\$4.00	\$6.00
TGMGOSTRK1	Touch & Go/Mag Card OmniSupplier (TRK1)	\$1,453.90	\$26.28	\$4.00	\$6.00
TGMGOSTRK3	Touch & Go/Mag Card OmniSupplier (TRK3)	\$1,453.90	\$26.28	\$0.00	\$0.00
TGOS	Touch & Go OmniSupplier	\$988.90	\$17.87	\$0.00	\$0.00
UPS	APC Pro 1000 UPS (PTP)	\$394.94	\$11.50	\$0.00	\$0.00
WB1CT	Web Browser	\$1,983.95	\$27.00	\$12.00	\$12.00
	Supply Automation				
56AX	Half-Cell OmniSupplier Auxiliary	\$4,650.00	\$80.00	\$19.00	\$28.00
56AXRX	Half-Cell OmniSupplier Auxiliary	\$4,650.00	\$81.00	\$19.00	\$28.00
56CT	Half-Cell OmniSupplier Color Touch	\$9,600.00	\$165.00	\$39.00	\$58.00
IPT100	Implant Tracking Module	\$2,278.50	\$40.00	\$0.00	\$0.00
OCSUP	OmniCenter and Supply Software	\$21,700.00	\$392.22	\$0.00	\$0.00
OSCT104	One-Cell OmniSupplier Color Touch	\$9,300.00	\$160.00	\$38.00	\$56.00
OSCT224	Two-Cell OmniSupplier Color Touch	\$11,454.00	\$197.50	\$46.00	\$69.00
OSCT344	Three-Cell OmniSupplier Color Touch	\$13,950.00	\$240.00	\$56.00	\$84.00
OSD24	Omnicell Drawer Module	\$1,395.00	\$25.00	\$0.00	\$0.00
OSR24	Omnicell Suture Module	\$3,487.00	\$60.00	\$0.00	\$0.00
OT32	OmniTrack	\$1,395.00	\$25.00	\$6.00	\$8.00
OX104	One-Cell OmniSupplier Auxiliary	\$6,200.00	\$95.00	\$25.00	\$38.00
OX224	Two-Cell OmniSupplier Auxiliary	\$7,440.00	\$128.00	\$30.00	\$45.00

OX344	Three-Cell OmniSupplier Auxiliary	\$10,230.00	\$175.00	\$41.00	\$62.00
PS1	Pull-out Shelf	\$418.50	\$7.40	\$0.00	\$0.00
	OptiFlex				
ELO-947098-000	ELO 15" Accutouch LCD Touch monitor with built in speakers with USB Connector (dark gray)	\$558.00	\$10.97	\$0.00	\$0.00
K470SR12111000US	Symbol P470 kit (synapse adapter cable and either the PS/2, USB or direct synapse cable must be ordered with the P470KIT	\$1,240.00	\$24.38	\$8.00	\$8.00
OFPCR	OptiFlex Server Rack Mount	\$9,300.00	\$182.84	\$120.00	\$120.00
OFPCT	OptiFlex Server Tower	\$9,300.00	\$182.84	\$120.00	\$120.00
OPF-LIC-001	Tissue Tracking First Copy	\$15,500.00	\$280.15	\$250.00	\$250.00
OPF-LIC-002	Tissue Tracking Additional	\$2,480.00	\$44.82	\$40.00	\$40.00
OPF-OPT-001	White Shelf Labels (Case)	\$480.00	\$5.38	\$0.00	\$0.00
OPF-OPT-002	Permanent Yellow Labels 6" OD (Roll)	\$80.00	\$0.90	\$0.00	\$0.00
OPF-SRV-001	OptiFlex Server Tower (Upgrade)	\$10,000.00	\$196.60	\$120.00	\$120.00
OPF-SRV-002	OptiFlex Server Rack Mount (Upgrade)	\$10,000.00	\$196.60	\$120.00	\$120.00
OPTI1CT	OptiFlex One-Cell Storage System	\$9,312.76	\$168.09	\$38.00	\$56.00
OPTI2CT	OptiFlex Two-Cell Storage System	\$11,453.71	\$207.31	\$46.00	\$69.00
OPTI3CT	OptiFlex Three-Cell Storage System	\$13,969.65	\$252.14	\$56.00	\$84.00
OptiFlexCL	OptiFlex Cath Lab 1st 4	\$12,096.70	\$237.69	\$195.00	\$195.00
OptiFlexCLADD	OptiFlex Cath Lab Additional	\$1,872.96	\$36.57	\$30.00	\$30.00
OptiFlexDB	OptiFlex Database License (Facility fee, includes one copy of inventory module)	\$15,200.63	\$298.64	\$575.00	\$575.00
OptiFlexInv	OptiFlex Inventory Module License	\$1,230.96	\$26.25	\$38.00	\$38.00
OptiFlexMS	OptiFlex MS Suite Station License	\$620.00	\$11.21	\$10.00	\$10.00
OptiFlexORPR	OptiFlex OR Preference Module	\$21,409.46	\$420.53	\$345.00	\$345.00
OptiFlexORPRADD	OR Preference Card Module Additional	\$1,872.96	\$36.57	\$30.00	\$30.00
OptiFlexPORT	OptiFlex Portable Software License	\$217.00	\$4.27	\$10.00	\$10.00
OptiFlexREQADD	Additional Copy of Requisition Module	\$1,240.00	\$22.41	\$38.00	\$38.00
OptiFlexSS	OptiFlex SS OR Suite Station License	\$1,872.96	\$36.57	\$30.00	\$30.00
OptiFlexSSADD	OptiFlex SS OR Additional License	\$1,872.96	\$36.57	\$58.00	\$58.00
OptiFlexTT	OptiFlex MS Total Touch	\$310.00	\$6.09	\$0.00	\$0.00
OPTIHCT	Half-Cell OptiFlex Storage System	\$8,370.00	\$151.28	\$34.00	\$51.00
OPTIHCTMC	OptiFlex Mobile Cart	\$10,540.00	\$190.51	\$53.00	\$64.00
OPTIX1	OptiFlex One-Cell Auxiliary	\$6,208.85	\$112.06	\$25.00	\$38.00
OPTIX2	OptiFlex Two-Cell Auxiliary	\$7,439.81	\$134.47	\$30.00	\$45.00
OPTIX3	OptiFlex Three-Cell Auxiliary	\$10,223.75	\$184.90	\$41.00	\$62.00
OPTIXH	Half-Cell OptiFlex Storage System	\$4,656.88	\$87.01	\$19.00	\$28.00
PanelPCD	Cybernet i-One 17" Silver Panel PC XP Desk Mount	\$1,860.00	\$36.57	\$11.00	\$11.00
PanelPCW	Cybernet i-One 17" Silver Panel PC XP Wall Mount	\$1,860.00	\$36.57	\$11.00	\$11.00
SAT-CL408EP	Sato CL408EP Enhanced parallel Thermal Transfer/Direct Thermal printer	\$1,147.00	\$19.60	\$7.00	\$7.00
Videx-LLP-256	Videx LaserLite Pro, 256K, standard laser	\$740.90	\$14.56	\$0.00	\$0.00
	Mobile Carts				
MCBAS5	Mobile Cart – 5" Basket Assembly	\$118.15	36 mo max	\$0.00	\$0.00
MCBAS5L	Mobile Cart 5" Basket Liner - basket liner .125 clear acrylic	\$75.65	36 mo max	\$0.00	\$0.00
MCBATTERY	Mobile Cart Power Supply Replacement Package	\$1,699.15	36 mo max	\$0.00	\$0.00
MCCBMSL	Mobile Cart Battery Monitoring Software (50 user licens)	\$505.75	36 mo max	\$0.00	\$0.00
MCDS3	Mobile Cart - Drawer System 3" Drawer Assembly	\$637.50	36 mo max	\$0.00	\$0.00
MCDS3I	Mobile Cart 3" Med Drawer inserts	\$21.25	36 mo max	\$0.00	\$0.00
MCDS6	Mobile Cart - Drawer System 6" Drawer Assembly	\$722.50	36 mo max	\$0.00	\$0.00

MCDS6I	Mobile Cart 6" Med Drawer inserts	\$38.25	36 mo max	\$0.00	\$0.00
MCDSCP	Mobile Cart Med Drawer bottom plate cover	\$41.65	36 mo max	\$0.00	\$0.00
MCHOLDER	Mobile Cart pen holder	\$21.25	36 mo max	\$0.00	\$0.00
MCINTEL	Mobile Cart - Drawer System Intelligence Unit	\$1,015.75	36 mo max	\$0.00	\$0.00
MCMDSSL	Mobile Cart Med Drawer Central Monitoring Software (50 user licenses)	\$505.75	36 mo max	\$0.00	\$0.00
MCPC	Mobile Cart Replacement PC (Rio)	\$2,545.75	36 mo max	\$0.00	\$0.00
MCSANIT	Mobile Cart Hand Sanitizer holder	\$50.15	36 mo max	\$0.00	\$0.00
MCSCANB	Mobile Cart Top Ring Scanner Bracket	\$58.65	36 mo max	\$0.00	\$0.00
MCSCANNER	LS4208 Symbol Scanner with USB cable	\$425.00	36 mo max	\$0.00	\$0.00
MCSTAND	Mobile Cart Standard Caster Kit	\$31.45	36 mo max	\$0.00	\$0.00
MCTENTE5	Mobile Cart 5" Tente Caster Kit	\$114.75	36 mo max	\$0.00	\$0.00
MCT-FRM-001	Mobile Cart (RIO) 16GB Flash, 2GB RAM	\$4,579.80	36 mo max	\$35.00	\$50.00
MCT-OPT-001	Additional 2 GB RAM	\$161.50	36 mo max	\$0.00	\$0.00
MCT-OPT-002	16 GB Flash Drive	\$144.50	36 mo max	\$0.00	\$0.00
MCT-OPT-003	32 GB Flash Drive	\$229.50	36 mo max	\$0.00	\$0.00
MCT-OPT-004	64 GB Flash Drive	\$569.50	36 mo max	\$0.00	\$0.00
MCT-OPT-005	Mobile Cart Top Ring Cover	\$97.75	36 mo max	\$0.00	\$0.00
MCT-OPT-006	Spare parts kit, Rio, C2D	\$1,253.75	36 mo max	\$0.00	\$0.00
MCT-PNT-001	Printer Bracket - Zebra QL220 Plus	\$136.00	36 mo max	\$0.00	\$0.00
MCTRAIN	Mobile Cart Service Training	\$750.00	36 mo max	\$0.00	\$0.00
MCT-SCN-001	Symbol DS6708 2-D Scanner	\$660.00	36 mo max	\$0.00	\$0.00
MCT-SCN-002	Scanner Holder with Mounting Bracket	\$250.75	36 mo max	\$0.00	\$0.00
MCWB	Mobile Cart Trash Bin	\$33.15	36 mo max	\$0.00	\$0.00
SMC-FRM-001	Smart Mobile Cart (RIO)	\$4,868.80	36 mo max	\$35.00	\$50.00
SMC-OPT-001	16 GB Flash Drive (SMC)	\$195.50	36 mo max	\$0.00	\$0.00
SMC-OPT-002	32 GB Flash Drive (SMC)	\$280.50	36 mo max	\$0.00	\$0.00
SMC-OPT-003	64 GB Flash Drive (SMC)	\$620.50	36 mo max	\$0.00	\$0.00
	SafetyPak				
WRX-OPT-002	SafetyPak ACRS Writer	\$1,360.00	\$24.77	\$0.00	\$0.00
WRX-OPT-003	Amber Packaging 280M	\$453.60	N/A	\$0.00	\$0.00
WRX-OPT-004	Clear Packaging 280M	\$396.00	N/A	\$0.00	\$0.00
WRX-OPT-005	SafetyPak Special Tray System (Assist Tray)	\$528.36	\$9.62	\$0.00	\$0.00
WRX-OPT-006	Thermal Printer Ribbon 300M	\$183.60	\$3.34	\$0.00	\$0.00
WRX-PKG-001	SAFETYPAK 100 BX FIXED WITH ACRS	\$90,644.00	\$1,651.02	\$1,537.00	\$1,537.00
WRX-PKG-002	SAFETYPAK 150 BX FIXED WITH ACRS	\$127,160.00	\$2,316.14	\$1,537.00	\$1,537.00
WRX-PKG-003	SAFETYPAK 240 BX FIXED WITH ACRS	\$177,480.00	\$3,232.69	\$1,537.00	\$1,537.00
WRX-PKG-004	SAFETYPAK 350 SL FIXED WITH ACRS	\$207,876.00	\$3,786.33	\$1,537.00	\$1,537.00
WRX-PKG-005	SAFETYPAK 400 SL FIXED WITH ACRS	\$217,600.00	\$3,963.45	\$1,537.00	\$1,537.00
WRX-PKG-006	SAFETYPAK 500 SL FIXED WITH ACRS	\$238,000.00	\$4,335.02	\$1,537.00	\$1,537.00
	WorkflowRx				
PCHLP	PharmacyCentral Laser Printer (PTP)	\$1,082.52	\$18.50	\$15.00	\$15.00
WRX-CK-012	KIT, WRX, AUXILIARY CAROUSEL	\$4,209.20	\$76.67	\$23.00	\$23.00
WRX-CR-001	WorkflowRx Carousel, Vertical, 118" W, 8 Pan, Totes, Main Carousel Kit, Pick-Engine License	\$69,815.60	\$1,271.65	\$385.00	\$385.00
WRX-CR-002	WorkflowRx Carousel, Vertical, 118" W, 10 Pan, Totes, Main Carousel Kit, Pick-Engine License	\$73,493.04	\$1,338.63	\$405.00	\$405.00
WRX-CR-003	WorkflowRx Carousel, Vertical, 118" W, 12 Pan, Totes, Main Carousel Kit, Pick-Engine License	\$75,938.32	\$1,383.17	\$419.00	\$419.00
WRX-CR-004	WorkflowRx Carousel, Vertical, 118" W, 14 Pan, Totes, Main Carousel Kit, Pick-Engine License	\$79,384.56	\$1,445.94	\$438.00	\$438.00

WRX-CR-005	WorkflowRx Carousel, Vertical, 118" W, 16 Pan, Totes, Main Carousel Kit, Pick-Engine License	\$85,094.52	\$1,549.94	\$469.00	\$469.00
WRX-CR-006	WorkflowRx Carousel, Vertical, 118" W, 8 Pan, Totes, Aux Carousel Kit, No Pick-Engine License	\$65,963.40	\$1,201.48	\$364.00	\$364.00
WRX-CR-007	WorkflowRx Carousel, Vertical, 118" W, 10 Pan, Totes, Aux Carousel Kit, No Pick-Engine License	\$69,640.84	\$1,268.46	\$384.00	\$384.00
WRX-CR-008	WorkflowRx Carousel, Vertical, 118" W, 12 Pan, Totes, Aux Carousel Kit, No Pick-Engine License	\$72,086.12	\$1,313.00	\$398.00	\$398.00
WRX-CR-009	WorkflowRx Carousel, Vertical, 118" W, 14 Pan, Totes, Aux Carousel Kit, No Pick-Engine License	\$75,532.36	\$1,375.78	\$417.00	\$417.00
WRX-CR-010	WorkflowRx Carousel, Vertical, 118" W, 16 Pan, Totes, Aux Carousel Kit, No Pick-Engine License	\$81,243.00	\$1,479.79	\$448.00	\$448.00
WRX-HDW-001	Ergonomic Arm Kit for Carousel	\$1,679.60	\$30.59	\$0.00	\$0.00
WRX-HH-001	Handheld Computer Kit (Symbol MC70 with Accessories)	\$3,026.68	\$55.13	\$17.00	\$17.00
WRX-LIC-001	WorkflowRx Additional User License	\$12,600.00	\$247.72	\$125.00	\$125.00
WRX-LP-001	Sato Label Printer Kit (Sato M840 Pro, 6MB) (PTP)	\$2,556.80	\$46.57	\$14.00	\$14.00
WRX-LP-002	Label Printer Memory Upgrade Kit, 4MB module	\$205.36	\$3.74	\$0.00	\$0.00
WRX-SC-001	Wireless Scanner Kit	\$1,277.04	\$23.26	\$0.00	\$0.00
WRX-SC-002	Wireless Scanner Upgrade Kit	\$136.00	\$2.48	\$0.00	\$0.00
WRX-SP-001	WorkflowRx 5.0 SafetyPak Server/Workstation Kit, Tower Server	\$14,271.16	\$259.94	\$125.00	\$125.00
WRX-SP-002	WorkflowRx 5.0 SafetyPak Server/Workstation Kit, Rack Server (SafetyPak Only)	\$14,083.48	\$256.52	\$125.00	\$125.00
WRX-SP-003	Workstation Kit, Dell Optiplex 745	\$1,323.28	\$24.10	\$7.00	\$7.00
WRX-SR-005	WorkflowRx Server (Tower) with WorkflowRx Application and License, SQL Installed	\$102,166.60	\$1,860.90	\$1,614.00	\$1,614.00
WRX-SR-006	WorkflowRx Server (Rack) with WorkflowRx, SQL Application Installed	\$100,994.96	\$1,839.56	\$1,614.00	\$1,614.00
WRX-SR-007	WorkflowRx Server (Tower) with WorkflowRx, SQL Application Installed, Upgrade Only	\$13,766.60	\$250.75	\$100.00	\$100.00
WRX-SR-008	WorkflowRx Server (Rack with Rail Kit) with WorkflowRx, SQL Application Installed, Upgrade Only	\$12,594.96	\$229.41	\$100.00	\$100.00
WRX-SRV-001	WorkflowRx App SQL 10 Users Server Tower	\$101,320.00	\$1,845.48	\$1,614.00	\$1,614.00
WRX-SRV-002	WorkflowRx App SQL 10 Users Server Rack	\$101,320.00	\$1,845.48	\$1,614.00	\$1,614.00
WRX-SRV-003	White WorkflowRx SQL Server Tower	\$101,320.00	\$1,845.48	\$1,863.00	\$1,863.00
WRX-SRV-004	White WorkflowRx SQL Server Rack	\$101,320.00	\$1,845.48	\$1,863.00	\$1,863.00
WRX-SRV-005	WorkflowRx Tower Server Test/Backup	\$10,000.00	\$196.60	\$100.00	\$100.00
WRX-SRV-006	WorkflowRx Tower Rack Test/Backup	\$10,000.00	\$196.60	\$100.00	\$100.00
WRXTEST	WorkflowRx Server Test Software	\$5,440.00	\$99.08	\$0.00	\$0.00
WRX-UG-001	WorkflowRx Main Carousel Upgrade Kit, Tower Server	\$15,640.00	\$284.87	\$120.00	\$120.00
WRX-UG-002	WorkflowRx Main Carousel Upgrade Kit, Rack Server	\$15,452.32	\$281.45	\$120.00	\$120.00
WRX-UG-003	White Carousel Communications Kit Upgrade	\$1,162.80	\$21.18	\$0.00	\$0.00
	OmniLinkRx				
OLRXBCR	OmniLinkRx Bar Code Recognition Option	\$2,300.00	\$45.71	\$100.00	\$100.00
OLRXPCS	OmniLinkRx Server Software - Hardware Not Included	\$8,625.00	\$168.68	\$293.00	\$293.00
OLRXFAX	Fax Solution	\$10,000.00	\$196.60	\$120.00	\$120.00
OLRXMIS	OmniLinkRx Multiple Installation Support	\$7,200.00	\$141.55	\$240.00	\$240.00
OLRXPVU	OmniLinkRx Pharmacy Viewer User Option	\$1,438.00	\$28.00	\$15.00	\$15.00
OLRXSL	OmniLinkRx Sending Location Option	\$1,610.00	\$31.65	\$15.00	\$15.00
OLRXSR	OmniLinkRx Rack Mount Solution	\$18,600.00	\$336.19	\$400.00	\$400.00
OLRXST	OmniLinkRx Tower Solution	\$18,600.00	\$336.19	\$400.00	\$400.00
OLX-SRV-001	OMNILINKRX SERVER TOWER (UPGRADE)	\$10,000.00	\$196.60	\$120.00	\$120.00
OLX-SRV-002	OMNILINKRX SERVER RACK MOUNT (UPGRADE)	\$10,000.00	\$196.60	\$120.00	\$120.00

EXHIBIT A

Biomedical Training Class Skills/Tasks

Below is a list of skills/tasks that are typically covered in the Shared Services training course. This list is for reference purposes only, as the curriculum is subject to change by Omnicell as required to meet the changing needs of the Equipment.

Once trained, the Department technician will receive a completion certificate and checklist of specific tasks on which they were trained, certifying that they are capable of servicing Omnicell equipment.

Once certification occurs, the Department will be responsible for performing preventive maintenance and repair tasks on the Omnicell equipment at Customer's site. The Department is responsible for providing first response on a 24 hour per day, 7 day per week basis.

OmniSuppliers

- Cabinet Diagnostics (covers cabinet functions such as accessing the diagnostics screens, flashing all LEDs, understanding the zone, drawer and door schemes, etc.)
- Cabinet Maintenance - covers the service and/or replacements in the cabinets of hardware such as:
 - Doors
 - Switchpanels
 - Frames
 - Solenoids
 - Pharmacy drawers & dispensing compartments
 - Suture racks
 - Catheter racks
 - Printers
 - Other modules as required, such as Magnetic Card Readers, OmniTrack, FlexLock, Implant Tracking, etc.
- PC Box/PC Console Operations - covers replacing hardware in the PC box/console such as:
 - Hard drive
 - Fuses
 - LCD or CT screen
 - Keypad and keyboard
 - UPS Boards
 - Full replacement of the PC Box/PC Console
- Cabinet Reconfiguration – covers the installation/removal of hardware such as:
 - Switchpanels
 - Shelves
 - Shelf dividers and clips
 - Labeling the switch panels
- Cabinet Software Configuration Options - understand, interpret and modify all cabinet software configurations

OmniCenters

- Covers tasks such as :
 - Sending data from the OmniCenter to the OmniSupplier (after a hard drive replacement)
 - Finding IP Addresses of the OmniCenter and the cabinets
 - Printing switch panel labels

OmniCenter Printer

- Covers tasks such as:
 - Running diagnostics
 - Clearing printer jams and installing new printer cartridges
 - Printing switch panel labels

Communications

- Covers tasks such as:
 - Troubleshooting and repairing communications between the cabinet and the server

Call Handling Procedures**Returned Parts Process and Procedures (RMA's)**