UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission File No. 000-33043

OMNICELL, INC.
(Exact name of registrant as specified in its charter)

Delaware	**94-3166458**
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

4220 North Freeway
Fort Worth, TX 76137
(Address of registrant's principal executive offices, including zip code)

(877) 415-9990

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, $0.001 par value	OMCL	NASDAQ Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☒	Accelerated filer	☐	Non-accelerated filer	☐	Smaller reporting company	☐	Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 30, 2025, there were 45,934,251 shares of the registrant's common stock, $0.001 par value, outstanding.

OMNICELL, INC.

TABLE OF CONTENTS

		Page
PART I	**FINANCIAL INFORMATION**	
Item 1.	Condensed Consolidated Financial Statements (Unaudited)	3
	Condensed Consolidated Balance Sheets (Unaudited) as of June 30, 2025 and December 31, 2024	3
	Condensed Consolidated Statements of Operations (Unaudited) for the three and six months ended June 30, 2025 and 2024	4
	Condensed Consolidated Statements of Comprehensive Income (Loss) (Unaudited) for the three and six months ended June 30, 2025 and 2024	5
	Condensed Consolidated Statements of Stockholders' Equity (Unaudited) for the three and six months ended June 30, 2025 and 2024	6
	Condensed Consolidated Statements of Cash Flows (Unaudited) for the six months ended June 30, 2025 and 2024	7
	Notes to Condensed Consolidated Financial Statements (Unaudited)	9
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	29
Item 3.	Quantitative and Qualitative Disclosures about Market Risk	42
Item 4.	Controls and Procedures	43
PART II	**OTHER INFORMATION**	44
Item 1.	Legal Proceedings	44
Item 1A.	Risk Factors	44
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	46
Item 3.	Defaults Upon Senior Securities	46
Item 4.	Mine Safety Disclosures	46
Item 5.	Other Information	46
Item 6.	Exhibits	48
Signature		49

PART I. FINANCIAL INFORMATION

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

OMNICELL, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS (UNAUDITED)

	June 30, 2025	December 31, 2024
	(In thousands, except par value)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 399,004	$ 369,201
Accounts receivable and unbilled receivables, net of allowances of $10,086 and $6,645, respectively	232,682	256,398
Inventories	105,784	88,659
Prepaid expenses	29,023	25,942
Other current assets	78,283	75,293
Total current assets	844,776	815,493
Property and equipment, net	118,954	112,692
Long-term investment in sales-type leases, net	53,957	52,744
Operating lease right-of-use assets	28,255	25,607
Goodwill	738,488	734,727
Intangible assets, net	177,349	188,266
Long-term deferred tax assets	59,805	57,469
Prepaid commissions	51,884	54,656
Other long-term assets	72,028	79,306
Total assets	$ 2,145,496	$ 2,120,960
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 62,414	$ 51,782
Accrued compensation	51,704	60,307
Accrued liabilities	151,876	167,895
Deferred revenues	153,597	141,370
Convertible senior notes, net	174,801	174,324
Total current liabilities	594,392	595,678
Long-term deferred revenues	80,447	76,123
Long-term deferred tax liabilities	1,313	1,108
Long-term operating lease liabilities	30,760	31,123
Other long-term liabilities	7,971	7,218
Convertible senior notes, net	166,994	166,397
Total liabilities	881,877	877,647
Commitments and contingencies (Note 14)		
Stockholders' equity:		
Preferred stock, $0.001 par value, 5,000 shares authorized; no shares issued	—	—
Common stock, $0.001 par value, 100,000 shares authorized; 57,238 and 56,665 shares issued; 46,419 and 46,382 shares outstanding, respectively	57	57
Treasury stock at cost, 10,819 and 10,283 shares outstanding, respectively	(305,971)	(290,319)
Additional paid-in capital	1,195,548	1,167,882
Retained earnings	381,504	382,888
Accumulated other comprehensive loss	(7,519)	(17,195)
Total stockholders' equity	1,263,619	1,243,313
Total liabilities and stockholders' equity	$ 2,145,496	$ 2,120,960

The accompanying notes are an integral part of these unaudited Condensed Consolidated Financial Statements.

OMNICELL, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands, except per share data)			
Revenues:				
Product revenues	$ 163,172	$ 156,580	$ 308,340	$ 289,875
Service revenues	127,390	120,208	251,890	233,064
Total revenues	290,562	276,788	560,230	522,939
Cost of revenues:				
Cost of product revenues	91,919	99,381	177,504	191,822
Cost of service revenues	70,965	63,056	144,112	124,143
Total cost of revenues	162,884	162,437	321,616	315,965
Gross profit	127,678	114,351	238,614	206,974
Operating expenses:				
Research and development	21,573	21,102	42,099	43,158
Selling, general, and administrative	97,985	90,025	200,014	182,439
Total operating expenses	119,558	111,127	242,113	225,597
Income (loss) from operations	8,120	3,224	(3,499)	(18,623)
Interest and other income (expense), net	2,333	4,973	4,422	8,989
Income (loss) before income taxes	10,453	8,197	923	(9,634)
Provision for income taxes	4,814	4,462	2,307	2,307
Net income (loss)	$ 5,639	$ 3,735	$ (1,384)	$ (11,941)
Net income (loss) per share:				
Basic	$ 0.12	$ 0.08	$ (0.03)	$ (0.26)
Diluted	$ 0.12	$ 0.08	$ (0.03)	$ (0.26)
Weighted-average shares outstanding:				
Basic	46,788	45,953	46,692	45,842
Diluted	46,986	46,036	46,692	45,842

The accompanying notes are an integral part of these unaudited Condensed Consolidated Financial Statements.

OMNICELL, INC.

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) (UNAUDITED)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands)			
Net income (loss)	$ 5,639	$ 3,735	$ (1,384)	$ (11,941)
Other comprehensive income (loss):				
Foreign currency translation adjustments	6,288	(47)	9,676	(1,446)
Other comprehensive income (loss)	6,288	(47)	9,676	(1,446)
Comprehensive income (loss)	$ 11,927	$ 3,688	$ 8,292	$ (13,387)

The accompanying notes are an integral part of these unaudited Condensed Consolidated Financial Statements.

OMNICELL, INC.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (UNAUDITED)

	Common Stock		Treasury Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Stockholders' Equity
	Shares	Amount	Shares	Amount				
					(In thousands)			
Balances as of December 31, 2024	56,665	$ 57	(10,283)	$ (290,319)	$ 1,167,882	$ 382,888	$ (17,195)	$ 1,243,313
Net loss	—	—	—	—	—	(7,023)	—	(7,023)
Other comprehensive income	—	—	—	—	—	—	3,388	3,388
Share-based compensation	—	—	—	—	11,547	—	—	11,547
Issuance of common stock under employee stock plans	462	—	—	—	8,266	—	—	8,266
Tax payments related to restricted stock units	—	—	—	—	(2,391)	—	—	(2,391)
Balances as of March 31, 2025	57,127	$ 57	(10,283)	$ (290,319)	$ 1,185,304	$ 375,865	$ (13,807)	$ 1,257,100
Net income	—	—	—	—	—	5,639	—	5,639
Other comprehensive income	—	—	—	—	—	—	6,288	6,288
Share-based compensation	—	—	—	—	11,205	—	—	11,205
Issuance of common stock under employee stock plans	111	—	—	—	—	—	—	—
Tax payments related to restricted stock units	—	—	—	—	(961)	—	—	(961)
Stock repurchases	—	—	(536)	(15,652)	—	—	—	(15,652)
Balances as of June 30, 2025	57,238	$ 57	(10,819)	$ (305,971)	$ 1,195,548	$ 381,504	$ (7,519)	$ 1,263,619

	Common Stock		Treasury Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Stockholders' Equity
	Shares	Amount	Shares	Amount				
					(In thousands)			
Balances as of December 31, 2023	55,822	$ 56	(10,283)	$ (290,319)	$ 1,122,292	$ 370,357	$ (13,432)	$ 1,188,954
Net loss	—	—	—	—	—	(15,676)	—	(15,676)
Other comprehensive loss	—	—	—	—	—	—	(1,399)	(1,399)
Share-based compensation	—	—	—	—	9,381	—	—	9,381
Issuance of common stock under employee stock plans	385	—	—	—	8,042	—	—	8,042
Tax payments related to restricted stock units	—	—	—	—	(705)	—	—	(705)
Balances as of March 31, 2024	56,207	$ 56	(10,283)	$ (290,319)	$ 1,139,010	$ 354,681	$ (14,831)	$ 1,188,597
Net income	—	—	—	—	—	3,735	—	3,735
Other comprehensive loss	—	—	—	—	—	—	(47)	(47)
Share-based compensation	—	—	—	—	11,010	—	—	11,010
Issuance of common stock under employee stock plans	70	—	—	—	99	—	—	99
Tax payments related to restricted stock units	—	—	—	—	(586)	—	—	(586)
Balances as of June 30, 2024	56,277	$ 56	(10,283)	$ (290,319)	$ 1,149,533	$ 358,416	$ (14,878)	$ 1,202,808

The accompanying notes are an integral part of these unaudited Condensed Consolidated Financial Statements.

OMNICELL, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

	Six Months Ended June 30,	
	2025	2024
	(In thousands)	
Operating Activities		
Net loss	$ (1,384)	$ (11,941)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	39,582	42,090
Loss on disposal of assets	292	221
Share-based compensation expense	21,316	18,672
Deferred income taxes	(2,131)	(7,948)
Amortization of operating lease right-of-use assets	3,905	3,900
Inventory write-down	—	5,393
Amortization of debt issuance costs	1,461	1,943
Changes in operating assets and liabilities:		
Accounts receivable and unbilled receivables	25,863	10,898
Inventories	(15,935)	11,160
Prepaid expenses	(3,081)	3,750
Other current assets	(4,526)	5,868
Investment in sales-type leases	(1,367)	(8,056)
Prepaid commissions	2,772	2,532
Other long-term assets	4,684	1,218
Accounts payable	10,689	4,751
Accrued compensation	(8,603)	(2,814)
Accrued liabilities	(14,883)	9,247
Deferred revenues	15,103	22,085
Operating lease liabilities	(5,831)	(5,512)
Other long-term liabilities	753	1,196
Net cash provided by operating activities	68,679	108,653
Investing Activities		
External-use software development costs	(8,709)	(7,381)
Purchases of property and equipment	(22,953)	(18,508)
Net cash used in investing activities	(31,662)	(25,889)
Financing Activities		
Proceeds from issuances under stock-based compensation plans	8,266	8,141
Employees' taxes paid related to restricted stock units	(3,352)	(1,291)
Stock repurchases	(15,652)	—
Change in customer funds, net	3,307	(11,552)
Net cash used in financing activities	(7,431)	(4,702)
Effect of exchange rate changes on cash and cash equivalents	3,300	(802)
Net increase in cash, cash equivalents, and restricted cash	32,886	77,260
Cash, cash equivalents, and restricted cash at beginning of period	398,614	500,979
Cash, cash equivalents, and restricted cash at end of period	$ 431,500	$ 578,239

The accompanying notes are an integral part of these unaudited Condensed Consolidated Financial Statements.

OMNICELL, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED) (UNAUDITED)

	Six Months Ended June 30,	
	2025	2024
	(In thousands)	
Reconciliation of cash, cash equivalents, and restricted cash to the Condensed Consolidated Balance Sheets:		
Cash and cash equivalents	$ 399,004	$ 556,781
Restricted cash included in other current assets	32,496	21,458
Cash, cash equivalents, and restricted cash at end of period	$ 431,500	$ 578,239
Supplemental disclosure of non-cash investing activities		
Unpaid purchases of property and equipment	$ 692	$ 656

The accompanying notes are an integral part of these unaudited Condensed Consolidated Financial Statements.

OMNICELL, INC.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

Note 1. Organization and Summary of Significant Accounting Policies

Business

Omnicell, Inc. was incorporated in California in 1992 under the name Omnicell Technologies, Inc. and reincorporated in Delaware in 2001 as Omnicell, Inc. The Company's major products and related services are medication management solutions and adherence tools for healthcare systems and pharmacies, which are sold in its principal market, the healthcare industry. The Company's market is primarily located in the United States. "Omnicell" or the "Company" refer to Omnicell, Inc. and its subsidiaries, collectively.

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements reflect, in the opinion of management, all adjustments, consisting of normal recurring adjustments and accruals, necessary to present fairly the financial position of the Company as of June 30, 2025 and December 31, 2024, and the results of operations and comprehensive income (loss) for the three and six months ended June 30, 2025 and 2024, and cash flows for the six months ended June 30, 2025 and 2024. Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. Generally Accepted Accounting Principles ("GAAP") have been condensed or omitted in accordance with the rules and regulations of the U.S. Securities and Exchange Commission ("SEC"). These unaudited Condensed Consolidated Financial Statements should be read in conjunction with the audited Consolidated Financial Statements and accompanying Notes included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024, filed with the SEC on February 27, 2025. The Company's results of operations and comprehensive income (loss) for the three and six months ended June 30, 2025, and cash flows for the six months ended June 30, 2025 are not necessarily indicative of results that may be expected for the year ending December 31, 2025, or for any future period.

Principles of Consolidation

The Condensed Consolidated Financial Statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the amounts reported in the Company's Condensed Consolidated Financial Statements and accompanying Notes to Condensed Consolidated Financial Statements. These estimates are based on historical experience and various other assumptions that management believes to be reasonable. Although these estimates are based on management's best knowledge of current events and actions that may impact the Company in the future, actual results may be different from the estimates. The Company's critical accounting estimates are those that affect its financial statements materially and involve difficult, subjective, or complex judgments by management. Those estimates are revenue recognition, inventory valuation, and accounting for income taxes. As of June 30, 2025, the Company is not aware of any events or circumstances that would require an update to its estimates, judgments, or revisions to the carrying value of its assets or liabilities.

Segment Reporting

The Company manages its operations as a single segment for the purposes of assessing performance and making operating decisions. The Company's Chief Operating Decision Maker ("CODM") is its Chief Executive Officer. The CODM allocates resources and evaluates the performance of the Company at the consolidated level using the Company's consolidated net income (loss). In addition, the CODM is provided with certain segment assets and liabilities, primarily those that impact liquidity, as well as certain significant expenses. All significant operating decisions are based upon an analysis of the Company as one operating segment, which is the same as its reporting segment. Refer to Note 2, *Segment Information*, for further information regarding the Company's segment disclosures.

Recently Adopted Authoritative Guidance

There was no recently adopted authoritative guidance that is expected to have a material impact on the Company's Condensed Consolidated Financial Statements through the reporting date.

Recently Issued Authoritative Guidance

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which includes amendments that further enhance income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The amendments are effective for the Company's annual periods beginning January 1, 2025, with early adoption permitted, and should be applied either prospectively or retrospectively. The Company is currently evaluating the impact ASU 2023-09 will have on its consolidated financial statements, which is limited to financial statements disclosures.

In March 2024, the SEC issued final rules under SEC Release No. 33-11275, *"The Enhancement and Standardization of Climate-Related Disclosures for Investors,"* to require registrants to disclose certain climate-related information, including Scope 1 and Scope 2 greenhouse gas emissions and other climate-related topics, if material, in registration statements and annual reports. In April 2024, the SEC voluntarily stayed its climate disclosure rules as a result of pending legal challenges to facilitate an orderly judicial resolution. In March 2025, the SEC stated that it has ended its defense of the rule. The Company will continue to monitor any developments in the SEC's rule and related litigation to determine what, if any, impact it will have on its consolidated financial statement disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosure (Subtopic 220-40): Disaggregation of Income Statement Expenses*, which requires disclosures of additional information and disaggregation of certain expenses included in the income statement. The amendments are effective for the Company's annual periods beginning January 1, 2027, and for interim periods within fiscal years beginning January 1, 2028, with early adoption permitted, and should be applied either prospectively or retrospectively. The Company is currently evaluating the impact ASU 2024-03 will have on its consolidated financial statements.

There was no other recently issued and effective authoritative guidance that is expected to have a material impact on the Company's Condensed Consolidated Financial Statements through the reporting date.

Note 2. Segment Information

The Company's one reportable segment derives revenues from sales of its products and related services, as described in Note 3, *Revenues,* which are sold in its principal market, the healthcare industry.

As the Company has a single reportable segment and is managed on a consolidated basis, the measure of segment profit or loss that the CODM uses to allocate resources and assess performance is consolidated net income (loss) as reported on the Condensed Consolidated Statements of Operations. The CODM uses this key measure to evaluate income generated from segment assets in deciding how to reinvest profits as well as monitor budget versus actual results.

The CODM is also provided with certain segment assets, primarily those that impact liquidity, such as cash and cash equivalents, accounts receivable and inventories, as well as certain liabilities such as accounts payable and outstanding debt. Assets and liabilities provided to the CODM are consistent with those reported on the Condensed Consolidated Balance Sheets. In addition, the CODM is regularly provided with significant expenses, which are adjusted cost of revenues and adjusted operating expenses. These significant expenses are adjusted for certain non-cash charges and expenses that are unrelated to the Company's ongoing operations. Adjusted cost of revenues include cost of product revenues and cost of service revenues, and exclude certain items such as share-based compensation expense, amortization of acquired intangibles, and certain restructuring and severance charges. Adjusted operating expenses include research and development, and selling, general and administrative expenses, and exclude certain items such as share-based compensation expense, amortization of acquired intangibles, legal and regulatory expenses, and certain restructuring and severance charges. Depreciation and amortization expense for the Company's single reportable segment was $19.6 million and $20.8 million for the three months ended June 30, 2025 and 2024, respectively, and $39.6 million and $42.1 million for the six months ended June 30, 2025 and 2024, respectively.

The following table summarizes the Company's reportable segment revenues and significant expenses, reconciled to the Company's consolidated net income (loss):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands)			
Total revenues	$ 290,562	$ 276,788	$ 560,230	$ 522,939
Less:				
Adjusted cost of revenues	(160,690)	(154,499)	(316,697)	(302,656)
Adjusted operating expenses	(105,739)	(97,477)	(210,093)	(199,199)
Other segment items [1]	(16,013)	(21,588)	(36,939)	(39,707)
Interest and other income (expense), net	2,333	4,973	4,422	8,989
Provision for income taxes	4,814	4,462	2,307	2,307
Net income (loss)	$ 5,639	$ 3,735	$ (1,384)	$ (11,941)

[1] Other segment items include certain non-cash charges and expenses that are unrelated to the Company's ongoing operations. Such charges and expenses consist of items such as share-based compensation, amortization of acquired intangible assets, legal and regulatory expenses, and certain restructuring and severance charges.

Note 3. Revenues

Revenue Recognition

The Company earns revenues from sales of its products and related services, which are sold in the healthcare industry, its principal market. The Company's customer arrangements typically include one or more of the following revenue categories:

Connected devices, software licenses, and other. Software-enabled connected devices and software licenses that manage and regulate the storage and dispensing of pharmaceuticals, consumables blister cards, and packaging equipment and other supplies. This revenue category is often sold through long-term, sole-source agreements. Solutions in this category include, but are not limited to, XT Series automated dispensing systems and products related to the Central Pharmacy Dispensing Service and IV Compounding Service.

Consumables. Medication adherence packaging, labeling, and other one-time use packaging including multimed adherence packaging and single dose blister cards, which are used by retail, community, and outpatient pharmacies, as well as by institutional pharmacies serving long-term care and other sites outside the acute care hospital, and are designed to improve patient engagement and adherence to prescriptions.

Technical services. Post-installation technical support and other related services (support and maintenance), including phone support, on-site service, parts, and access to unspecified software updates and enhancements, if and when available. This revenue category is often supported by multi-year or annual contractual agreements.

Software as a Service ("SaaS") and Expert Services. Emerging software and service solutions which are offered on a subscription basis with fees typically based either on transaction volume or a fee over a specified period of time. Solutions in this category include, but are not limited to, EnlivenHealth®, Specialty Pharmacy Services, 340B solutions, Inventory Optimization Service, other software solutions, and services related to the Central Pharmacy Dispensing Service and IV Compounding Service.

The following table summarizes revenue recognition for each revenue category:

Revenue Category	Timing of Revenue Recognition	Income Statement Classification
Connected devices, software licenses, and other	Point in time, as transfer of control occurs, generally upon installation and acceptance by the customer	Product
Consumables	Point in time, as transfer of control occurs, generally upon shipment to, or receipt by, customer	Product
Technical services	Over time, as services are provided, typically ratably over the service term	Service
SaaS and Expert Services	Over time, as services are provided	Service

A portion of the Company's sales are made to customers who are members of Group Purchasing Organizations ("GPOs") and Federal agencies that purchase under a Federal Supply Schedule Contract with the Department of Veterans Affairs (the "GSA Contract"). GPOs are often fully or partially owned by the Company's customers, and the Company pays fees to the GPO on completed contracts. The Company also pays the Industrial Funding Fee ("IFF") to the Department of Veterans Affairs under the GSA Contract. The Company considers these fees consideration paid to customers and records them as reductions to revenue. Fees to GPOs and the IFF were $1.6 million and $2.4 million for the three months ended June 30, 2025 and 2024, respectively, and $3.8 million and $4.4 million for the six months ended June 30, 2025 and 2024, respectively.

Disaggregation of Revenues

The following table summarizes the Company's revenues disaggregated by revenue type:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands)			
Connected devices, software licenses, and other	$ 138,620	$ 134,539	$ 258,697	$ 245,608
Consumables	24,552	22,041	49,643	44,267
Technical services	63,766	59,321	125,145	117,836
SaaS and Expert Services	63,624	60,887	126,745	115,228
Total revenues	$ 290,562	$ 276,788	$ 560,230	$ 522,939

The following table summarizes the Company's revenues disaggregated by geographic region, which is determined based on customer location:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands)			
United States	$ 263,446	$ 255,317	$ 512,710	$ 473,493
Rest of world	27,116	21,471	47,520	49,446
Total revenues	$ 290,562	$ 276,788	$ 560,230	$ 522,939

Contract Assets and Contract Liabilities

The following table reflects the Company's contract assets and contract liabilities:

	June 30, 2025	December 31, 2024
	(In thousands)	
Short-term unbilled receivables, net (1)	$ 37,137	$ 32,917
Long-term unbilled receivables, net (2)	5,747	7,873
Total contract assets	$ 42,884	$ 40,790
Short-term deferred revenues	$ 153,597	$ 141,370
Long-term deferred revenues	80,447	76,123
Total contract liabilities	$ 234,044	$ 217,493

(1) Included in accounts receivable and unbilled receivables in the Condensed Consolidated Balance Sheets.

(2) Included in other long-term assets in the Condensed Consolidated Balance Sheets.

The portion of the transaction price allocated to the Company's unsatisfied performance obligations for which invoicing has occurred is recorded as deferred revenues.

During the three and six months ended June 30, 2025, the Company recognized revenues of $38.6 million and $92.8 million, respectively, that were included in the corresponding gross short-term deferred revenues balance of $141.4 million as of December 31, 2024.

Deferred revenues from product sales primarily relate to delivered and invoiced products, pending installation and acceptance. Deferred revenues from service contracts primarily relate to services that have been invoiced, but services have not yet been provided. Short-term deferred revenues are expected to be recognized within the next twelve months. Long-term deferred revenues substantially consist of deferred revenues on long-term technical and SaaS and Expert Services contracts which have been invoiced and are expected to be recognized as revenue beyond twelve months, generally not more than ten years. The Company generally invoices customers for products upon shipment. Invoicing associated with the service portion of agreements is generally periodic and is billed on a monthly, quarterly, or annual basis, and in certain circumstances, multiple years are billed at one time. SaaS and Expert Services agreements are generally invoiced periodically on a monthly, quarterly or annual basis over the life of the agreement. In certain circumstances, portions of these agreements may be invoiced lump sum.

In addition, the Company has remaining performance obligations associated with contracts for which the associated products have been accepted or associated services have started, but where invoicing has not yet occurred and therefore are not reflected in deferred revenue. These remaining performance obligations are comprised of the non-variable portions of technical services and SaaS and Expert Services provided under non-cancellable contracts with minimum commitments. Remaining performance obligations which are not included in deferred revenues were $384.1 million as of June 30, 2025. Remaining performance obligations are expected to be recognized ratably over the remaining terms of the associated contracts, which terms vary but are generally not more than ten years. Remaining performance obligations do not include product obligations, services where the associated product has not been accepted, services which have not yet started, variable portions of services, and certain other obligations.

Significant Customers

There were no customers that accounted for more than 10% of the Company’s total revenues for the three and six months ended June 30, 2025 and 2024. Also, there were no customers that accounted for more than 10% of the Company’s accounts receivable and unbilled receivables balance as of June 30, 2025 and December 31, 2024.

Note 4. Net Income (Loss) Per Share

Basic net income (loss) per share is computed by dividing net income (loss) for the period by the weighted-average number of shares outstanding during the period. In periods of net loss, all potential common shares are anti-dilutive, so diluted net loss per share equals the basic net loss per share. In periods of net income, diluted net income per share is computed by dividing net income for the period by the basic weighted-average number of shares plus any dilutive potential common stock outstanding during the period, using the treasury stock method for share-based awards and warrants, and the if-converted method for convertible senior notes. Potential common stock includes the effect of outstanding dilutive stock options, restricted stock awards, and restricted stock units, as well as shares the Company could be obligated to issue from its convertible senior notes and warrants, as described in Note 11, *Convertible Senior Notes*. In the event of the conversion of the Company’s convertible senior notes, the principal portion will be settled in cash with any conversion consideration in excess of the principal portion settled in cash and/or shares of the Company’s common stock at the Company’s option, therefore, only the amounts expected to be settled in excess of the principal portion are considered dilutive in calculating earnings per share under the if-converted method. Any anti-dilutive weighted-average dilutive shares related to stock award plans, convertible senior notes, and warrants are excluded from the computation of the diluted net income per share.

The basic and diluted net income (loss) per share calculations were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands, except per share data)			
Net income (loss)	$ 5,639	$ 3,735	$ (1,384)	$ (11,941)
Weighted-average shares outstanding – basic	46,788	45,953	46,692	45,842
Effect of dilutive securities from stock award plans	198	83	—	—
Weighted-average shares outstanding – diluted	46,986	46,036	46,692	45,842
Net income (loss) per share – basic	$ 0.12	$ 0.08	$ (0.03)	$ (0.26)
Net income (loss) per share – diluted	$ 0.12	$ 0.08	$ (0.03)	$ (0.26)
Anti-dilutive weighted-average shares related to stock award plans	2,881	2,719	3,657	3,247
Anti-dilutive weighted-average shares related to convertible senior notes and warrants	9,622	11,816	9,622	11,816

Note 5. Cash and Cash Equivalents and Fair Value of Financial Instruments

Cash and cash equivalents of $399.0 million and $369.2 million as of June 30, 2025 and December 31, 2024, respectively, consisted of bank accounts and highly-liquid U.S. Government money market funds held in sweep and asset management accounts with financial institutions of high credit quality. As of June 30, 2025 and December 31, 2024, cash equivalents were $352.2 million and $328.0 million, respectively, which consisted of money market funds held in sweep and asset management accounts. The Company recorded interest income on its cash and cash equivalents of $3.7 million and $6.6 million for the three months ended June 30, 2025 and 2024, respectively, and $7.3 million and $12.6 million for the six months ended June 30, 2025 and 2024, respectively, which is included within interest and other income (expense), net in the Condensed Consolidated Statements of Operations.

Fair Value Hierarchy

The Company measures its financial instruments at fair value. The Company's cash, cash equivalents, and restricted cash are classified within Level 1 of the fair value hierarchy as they are valued primarily using quoted market prices utilizing market observable inputs. The Company's credit facility is classified within Level 2 as the valuation inputs are based on quoted prices or market observable data of similar instruments. The Company's convertible senior notes are classified within Level 2 as the valuation inputs are based on quoted prices in an inactive market on the last day in the reporting period. Refer to Note 10, *Debt and Credit Agreement,* for further information regarding the Company's credit facility and Note 11, *Convertible Senior Notes,* for further information regarding the Company's convertible senior notes.

The following table summarizes the carrying amounts, net of unamortized debt issuance costs, and fair values of the convertible senior notes:

	June 30, 2025	December 31, 2024
	(In thousands)	
Net carrying amount:		
2025 Notes	174,801	174,324
2029 Notes	166,994	166,397
Total net carrying amount	$ 341,795	$ 340,721
Fair value:		
2025 Notes	$ 172,043	$ 167,129
2029 Notes	154,560	181,320
Total fair value	$ 326,603	$ 348,449

Note 6. Balance Sheet Components

Balance sheet details are presented in the tables below:

	June 30, 2025	December 31, 2024
	(In thousands)	
Inventories:		
Raw materials	$ 31,319	$ 33,501
Work in process	2,136	1,515
Finished goods	72,329	53,643
Total inventories	$ 105,784	$ 88,659
Other current assets:		
Funds held for customers, including restricted cash [(1)]	$ 45,838	$ 47,846
Deferred cost of sales	10,915	8,704
Net investment in sales-type leases, current portion	12,629	12,475
Prepaid income taxes	2,996	1,334
Other current assets	5,905	4,934
Total other current assets	$ 78,283	$ 75,293
Other long-term assets:		
External-use software development costs, net	$ 56,229	$ 58,436
Unbilled receivables, net	5,747	7,873
Deferred debt issuance costs	2,553	2,940
Other long-term assets	7,499	10,057
Total other long-term assets	$ 72,028	$ 79,306
Accrued liabilities:		
Operating lease liabilities, current portion	$ 11,855	$ 10,702
Customer fund liabilities	45,838	47,846
Advance payments from customers	11,773	12,760
Rebate liabilities	48,465	49,300
Taxes payable	3,328	11,443
Other accrued liabilities	30,617	35,844
Total accrued liabilities	$ 151,876	$ 167,895

(1) Includes restricted cash of $32.5 million and $29.4 million as of June 30, 2025 and December 31, 2024, respectively.

The Company capitalizes certain costs associated with cloud computing arrangements that are associated with service contracts, which are amortized using the straight-line method over the term of the arrangement. As of both June 30, 2025 and December 31, 2024, capitalized costs associated with cloud computing arrangements, net of accumulated amortization, were $5.0 million.

The following table summarizes the changes in accumulated balances of other comprehensive income (loss), which consisted of foreign currency translation adjustments:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands)			
Beginning balance	$ (13,807)	$ (14,831)	$ (17,195)	$ (13,432)
Other comprehensive income (loss):	6,288	(47)	9,676	(1,446)
Ending balance	$ (7,519)	$ (14,878)	$ (7,519)	$ (14,878)

Note 7. Property and Equipment

The following table represents the property and equipment balances:

	June 30, 2025	December 31, 2024
	(In thousands)	
Equipment	$ 104,472	$ 99,728
Furniture and fixtures	4,934	4,809
Leasehold improvements	18,144	17,722
Purchased software and internal-use software development costs	156,137	146,287
Construction in progress	19,446	12,539
Property and equipment, gross	303,133	281,085
Accumulated depreciation and amortization	(184,179)	(168,393)
Total property and equipment, net	$ 118,954	$ 112,692

Depreciation and amortization expense of property and equipment was $8.6 million and $8.7 million for the three months ended June 30, 2025 and 2024, respectively, and $17.2 million and $17.3 million for the six months ended June 30, 2025 and 2024, respectively.

The geographic location of the Company’s property and equipment, net, is based on the physical location in which it is located. The following table summarizes the geographic information for property and equipment, net:

	June 30, 2025	December 31, 2024
	(In thousands)	
United States	$ 115,192	$ 109,534
Rest of world	3,762	3,158
Total property and equipment, net	$ 118,954	$ 112,692

Note 8. External-Use Software Development Costs

The carrying amounts of external-use software development costs were as follows:

	June 30, 2025	December 31, 2024
	(In thousands)	
Gross carrying amount	$ 258,421	$ 249,335
Accumulated amortization	(202,192)	(190,899)
External-use software development costs, net [1]	$ 56,229	$ 58,436

---

[1] Included in other long-term assets in the Condensed Consolidated Balance Sheets.

The Company recorded $5.6 million and $6.4 million to cost of product revenues for amortization of external-use software development costs for the three months ended June 30, 2025 and 2024, respectively, and $11.3 million and $13.1 million for the six months ended June 30, 2025 and 2024, respectively.

The estimated future amortization expenses for external-use software development costs were as follows:

	June 30, 2025
	(In thousands)
Remaining six months of 2025	$ 10,498
2026	17,961
2027	12,098
2028	8,241
2029	5,614
Thereafter	1,817
Total	$ 56,229

Note 9. Goodwill and Intangible Assets

Goodwill

The following table represents changes in the carrying amount of goodwill:

	(In thousands)
Balance as of December 31, 2024	$ 734,727
Foreign currency exchange rate fluctuations	3,761
Balance as of June 30, 2025	$ 738,488

Intangible Assets, Net

The carrying amounts and useful lives of intangible assets were as follows:

	June 30, 2025				
	Gross carrying amount [(1)]	Accumulated amortization	Foreign currency exchange rate fluctuations	Net carrying amount	Useful life (years)
	(In thousands, except for years)				
Customer relationships	$ 307,418	$ (141,907)	$ (1,167)	$ 164,344	4 - 30
Acquired technology	45,379	(33,663)	—	11,716	4 - 20
Trade names	2,400	(1,820)	—	580	5
Patents	1,681	(972)	—	709	2 - 20
Total intangible assets, net	$ 356,878	$ (178,362)	$ (1,167)	$ 177,349	

	December 31, 2024				
	Gross carrying amount [1]	Accumulated amortization	Foreign currency exchange rate fluctuations	Net carrying amount	Useful life (years)
	(In thousands, except for years)				
Customer relationships	$ 307,418	$ (133,111)	$ (1,373)	$ 172,934	4 - 30
Acquired technology	46,134	(32,421)	—	13,713	4 - 20
Trade names	2,400	(1,580)	—	820	5
Patents	2,291	(1,492)	—	799	2 - 20
Total intangible assets, net	$ 358,243	$ (168,604)	$ (1,373)	$ 188,266	

[1] The differences in gross carrying amounts between periods are primarily due to the write-off of certain fully amortized intangible assets.

Amortization expense of intangible assets was $5.3 million and $5.7 million for the three months ended June 30, 2025 and 2024, respectively, and $11.1 million and $11.7 million for the six months ended June 30, 2025 and 2024, respectively.

The estimated future amortization expenses for amortizable intangible assets were as follows:

	June 30, 2025
	(In thousands)
Remaining six months of 2025	$ 10,119
2026	18,041
2027	16,233
2028	15,145
2029	13,647
Thereafter	104,164
Total	$ 177,349

Note 10. Debt and Credit Agreement

On November 15, 2019, Omnicell, Inc. entered into an Amended and Restated Credit Agreement (as amended, the “Prior A&R Credit Agreement”) with the lenders from time to time party thereto, Wells Fargo Securities, LLC, Citizens Bank, N.A., and JPMorgan Chase Bank, N.A., as joint lead arrangers, and Wells Fargo Bank, National Association, as administrative agent. As referred to in this Note 10, “Omnicell, Inc.” refers only to Omnicell, Inc., excluding its subsidiaries. The Prior A&R Credit Agreement provided for (a) a five-year revolving credit facility of $500.0 million (the “Prior Revolving Credit Facility”) and (b) an uncommitted incremental loan facility of up to $250.0 million (the “Prior Incremental Facility”). In addition, the Prior A&R Credit Agreement included a letter of credit sub-limit of up to $15.0 million and a swing line loan sub-limit of up to $25.0 million. The Prior A&R Credit Agreement was subsequently amended on September 22, 2020 and March 29, 2023, to permit the issuance of the convertible senior notes and the purchase of the convertible note hedge transactions (as described in Note 11, *Convertible Senior Notes*), expand the Company’s flexibility to make restricted payments (including common stock repurchases), and replace the total net leverage covenant, as well as to remove and replace the interest rate benchmark based on the London interbank offered rate (“LIBOR”) and related LIBOR-based mechanics with an interest rate benchmark based on the secured overnight financing rate (“SOFR”) as administered by the Federal Reserve Bank of New York and related SOFR-based mechanics.

Omnicell, Inc. entered into a Second Amended and Restated Credit Agreement (the “Second A&R Credit Agreement”) on October 10, 2023, with the lenders from time to time party thereto, Wells Fargo Securities, LLC, JPMorgan Chase Bank, N.A., PNC Capital Markets LLC and TD Securities (USA) LLC as joint lead arrangers and Wells Fargo Bank, National Association, as administrative agent. The Second A&R Credit Agreement supersedes the Prior A&R Credit Agreement and provides for (a) a five-year revolving credit facility of $350.0 million (the “Current Revolving Credit Facility”) and (b) an uncommitted incremental loan facility of up to an amount equal to the sum of (i) the greater of $250.0 million and 100% of the adjusted consolidated EBITDA for the last four quarters and (ii) additional amounts subject to pro forma compliance with certain consolidated secured net leverage ratio (the “Current Incremental Facility”). In addition, the Second A&R Credit Agreement includes a letter of credit sub-limit of up to $15.0 million and a swing line loan sub-limit of up to $25.0 million. The

Second A&R Credit Agreement has an expiration date of October 10, 2028, subject to acceleration under certain conditions, upon which date all remaining outstanding borrowings will be due and payable.

Loans under the Current Revolving Credit Facility bear interest, at Omnicell, Inc.'s option, at a rate equal to either (a) the Adjusted Term SOFR (as defined in the Second A&R Credit Agreement), plus an applicable margin ranging from 1.50% to 2.25% per annum based on the Company's Consolidated Total Net Leverage Ratio (as defined in the Second A&R Credit Agreement), or (b) an alternate base rate equal to the highest of (i) the prime rate, (ii) the federal funds rate plus 0.50%, and (iii) the Adjusted Term SOFR for an interest period of one month plus 1.00%, plus an applicable margin ranging from 0.50% to 1.25% per annum based on the Company's Consolidated Total Net Leverage Ratio. Undrawn commitments under the Current Revolving Credit Facility are subject to a commitment fee ranging from 0.20% to 0.35% per annum based on the Company's Consolidated Total Net Leverage Ratio on the average daily unused portion of the Current Revolving Credit Facility. Subject to the terms and conditions of the Current Revolving Credit Facility or Current Incremental Facility Omnicell, Inc. is permitted to make voluntary prepayments at any time without payment of a premium or penalty. The availability of funds under the Current Revolving Credit Facility may be subject to reduction in order to maintain compliance with the financial covenants under the Second A&R Credit Agreement.

The Second A&R Credit Agreement contains customary representations and warranties and customary affirmative and negative covenants applicable to the Company, including, among other things, restrictions on indebtedness, liens, investments, mergers, dispositions, dividends, and other distributions. The Second A&R Credit Agreement contains financial covenants that require the Company to not exceed a maximum consolidated secured net leverage ratio (not to exceed 3.00:1) and maintain a minimum consolidated interest coverage ratio (not to be less than 3.00:1). In addition, the Second A&R Credit Agreement contains certain customary events of default including, but not limited to, failure to pay interest, principal, and fees, or other amounts when due, material misrepresentations or misstatements in any representation or warranty, covenant defaults, certain cross defaults to other material indebtedness, certain judgment defaults, and events of bankruptcy.

Omnicell, Inc.'s obligations under the Second A&R Credit Agreement and, at the election of Omnicell, Inc. and the contracting counterparty, any secured swap obligations and banking services obligations owing to a lender (or an affiliate of a lender) are guaranteed by certain of its domestic subsidiaries and secured by substantially all of its and such subsidiary guarantors' assets. In connection with entering into the Second A&R Credit Agreement, and as a condition precedent to borrowing loans thereunder, Omnicell, Inc. and certain of Omnicell, Inc.'s other direct and indirect subsidiaries have entered into certain ancillary agreements, including, but not limited to, a reaffirmation agreement, which amends certain terms of the existing collateral agreement and reaffirms their obligations under the existing guaranty agreement.

On November 18, 2024, Omnicell, Inc., as borrower, entered into a First Amendment to Second Amended and Restated Credit Agreement (the "Amendment") with the lenders party thereto from time to time, and Wells Fargo Bank, National Association, as administrative agent for the lenders. Pursuant to the Amendment, effective as of November 19, 2024, the springing maturity for the revolving credit facility that is tied to the outstanding principal amount of Omnicell, Inc.'s existing 0.25% Convertible Senior Notes due 2025 (the "2025 Notes") will apply only if more than $200 million in the aggregate principal amount of the 2025 Notes remain outstanding as of 91 days prior to the maturity date of the 2025 Notes.

As of both June 30, 2025 and December 31, 2024, the Company had $350.0 million of funds available under the Current Revolving Credit Facility. As of June 30, 2025 and December 31, 2024, the Company had no outstanding balance under the Current Revolving Credit Facility. The Company was in compliance with all covenants as of June 30, 2025.

Note 11. Convertible Senior Notes

0.25% Convertible Senior Notes due 2025

On September 25, 2020, Omnicell, Inc. completed a private offering of $575.0 million aggregate principal amount of 0.25% convertible senior notes (the "2025 Notes"), including the exercise in full of the initial purchasers' option to purchase up to an additional $75.0 million principal amount of the 2025 Notes. As referred to in this Note 11, "Omnicell, Inc." or the "Company" refers only to Omnicell, Inc., excluding its subsidiaries. Omnicell, Inc. received proceeds from the issuance of the 2025 Notes of $559.7 million, net of $15.3 million of transaction fees and other debt issuance costs. The 2025 Notes bear interest at a rate of 0.25% per year, payable semiannually in arrears on March 15 and September 15 of each year, beginning on March 15, 2021. The 2025 Notes were issued pursuant to an indenture, dated September 25, 2020 (the "2025 Notes Indenture"), between the Company and U.S. Bank National Association, as trustee. The 2025 Notes are general senior, unsecured obligations of the Company and will mature on September 15, 2025, unless earlier redeemed, repurchased, or converted.

During the three months ended June 30, 2025 and December 31, 2024, none of the conditional conversion features of the 2025 Notes were triggered. As of May 15, 2025, until the close of business on the second scheduled trading day immediately preceding the maturity date, holders of the 2025 Notes may convert all or any portion of their 2025 Notes at any

time. As the 2025 Notes will mature on September 15, 2025, the Company classified the 2025 Notes as a current liability in its Condensed Consolidated Financial Statements as of both June 30, 2025 and December 31, 2024.

Under the original terms of the 2025 Notes Indenture, upon conversion, the Company could satisfy its conversion obligation by paying or delivering cash, shares of its common stock, or a combination thereof, at the Company's election, in the manner and subject to the terms and conditions provided in the 2025 Notes Indenture. On December 13, 2021, the Company irrevocably elected to fix its settlement method to a combination of cash and shares of the Company's common stock with the specified cash amount per $1,000 principal amount of 2025 Notes of at least $1,000. As a result, for 2025 Notes converted on or after December 13, 2021, a converting noteholder will receive (i) up to $1,000 in cash per $1,000 principal amount of 2025 Notes and (ii) as of May 15, 2025, a converting noteholder will receive shares of the Company's common stock for any conversion consideration in excess of $1,000. The initial conversion rate for the 2025 Notes is 10.2751 shares of the Company's common stock per $1,000 principal amount of 2025 Notes, which is equivalent to an initial conversion price of approximately $97.32 per share of the Company's common stock, subject to adjustment under certain circumstances in accordance with the terms of the 2025 Notes Indenture. In addition, following certain corporate events that could occur prior to the maturity date of the 2025 Notes or if the Company delivers a notice of redemption in respect of the 2025 Notes, the Company will, under certain circumstances, increase the conversion rate of the 2025 Notes for a holder who elects to convert its 2025 Notes (or any portion thereof) in connection with such a corporate event or convert its 2025 Notes called (or deemed called) for redemption during the related redemption period (as defined in the 2025 Notes Indenture), as the case may be.

If the Company undergoes a fundamental change, holders may require, subject to certain exceptions, the Company to repurchase for cash all or any portion of their 2025 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2025 Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date. As of June 30, 2025, none of the criteria for a fundamental change or a conversion rate adjustment had been met.

As of June 30, 2025, the Company may redeem for cash all or any portion of the 2025 Notes, at its option, if the last reported sale price of the Company's common stock has been at least 130% of the conversion price for the 2025 Notes then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption at a redemption price equal to 100% of the principal amount of the 2025 Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. If the Company redeems less than all of the outstanding 2025 Notes, at least $150.0 million aggregate principal amount of the 2025 Notes must be outstanding and not subject to redemption as of the date of the relevant notice of redemption. No sinking fund is provided for in the 2025 Notes.

Partial Repurchase of the 2025 Notes

In November 2024, the Company entered into separate, privately negotiated transactions with certain holders of the 2025 Notes to repurchase $400.0 million of aggregate principal amount of the 2025 Notes for approximately $391.0 million of cash. The Company accounted for the partial repurchase of 2025 Notes as a debt extinguishment and recorded a $7.2 million gain on extinguishment, which included a partial write-off of previously deferred debt issuance costs of $1.8 million during the three months ended December 31, 2024.

The debt issuance costs associated with the remaining 2025 Notes are being amortized to interest expense over the term of the 2025 Notes using an effective interest rate of 0.80%. As of June 30, 2025, the remaining life of the 2025 Notes and the related issuance cost accretion is approximately 0.2 years.

Following the partial repurchase of the 2025 Notes, the maximum number of shares issuable upon conversion, including the effect of a fundamental change and subject to other conversion rate adjustments, would be 1.8 million shares. As of June 30, 2025, the if-converted value of the 2025 Notes did not exceed the principal amount.

1.00% Convertible Senior Notes due 2029

On November 22, 2024, Omnicell, Inc. completed a private offering of $172.5 million aggregate principal amount of 1.00% Convertible Senior Notes due 2029 (the "2029 Notes"), including the exercise in full of the initial purchasers' option to purchase up to an additional $22.5 million aggregate principal amount of the 2029 Notes. Omnicell, Inc. received proceeds from the issuance of the 2029 Notes of $166.3 million, net of $6.2 million of transaction fees and other debt issuance costs. The 2029 Notes bear interest at a rate of 1.00% per year, payable semiannually in arrears on June 1 and December 1 of each year, beginning on June 1, 2025. The 2029 Notes were issued pursuant to an indenture, dated November 22, 2024 (the "2029 Notes Indenture"), between the Company and U.S. Bank Trust Company, National Association, as trustee. The 2029 Notes are general senior, unsecured obligations of the Company and will mature on December 1, 2029, unless earlier redeemed, purchased, or converted.

The 2029 Notes are convertible at any time prior to the close of business on the business day immediately preceding August 1, 2029, only under the following circumstances: (i) during any fiscal quarter commencing after the fiscal quarter ending on March 31, 2025 (and only during such fiscal quarter), if the last reported sale price of the Company's common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding fiscal quarter is greater than or equal to 130% of the conversion price for the 2029 Notes on each applicable trading day; (ii) during the five business day period after any ten consecutive trading day period (the "measurement period") in which the "trading price" (as defined in the 2029 Notes Indenture) per $1,000 principal amount of the 2029 Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the Company's common stock and the conversion rate for the 2029 Notes on each such trading day; (iii) if the Company calls such 2029 Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date, but only with respect to the 2029 Notes called (or deemed called) for redemption; or (iv) upon the occurrence of specified corporate events as set forth in the 2029 Notes Indenture. On or after August 1, 2029 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders of the 2029 Notes may convert all or any portion of their 2029 Notes at any time, regardless of the foregoing conditions.

During the three months ended June 30, 2025 and December 31, 2024, none of the conditional conversion features of the 2029 Notes were triggered, and therefore, the 2029 Notes are not convertible during the third quarter of 2025, commencing on July 1, 2025, and were not convertible during the first quarter of 2025, commencing on January 1, 2025.

Upon conversion, the Company will pay cash up to the aggregate principal amount of the 2029 Notes to be converted and pay or deliver, as the case may be, cash, shares of the Company's common stock or a combination of cash and shares of the Company's common stock, at the Company's election, in respect to the remainder, if any, of the Company's conversion obligation in excess of the aggregate principal amount of the 2029 Notes being converted, in the manner and subject to the terms and conditions provided in the 2029 Notes Indenture.

The initial conversion rate for the 2029 Notes is 17.4662 shares of the Company's common stock per $1,000 principal amount of the 2029 Notes, which is equivalent to an initial conversion price of approximately $57.25 per share of the Company's common stock, subject to adjustment under certain circumstances in accordance with the terms of the 2029 Notes Indenture. In addition, following certain corporate events that occur prior to the maturity date of the 2029 Notes or if the Company delivers a notice of redemption in respect of the 2029 Notes, the Company will, under certain circumstances, increase the conversion rate of the 2029 Notes for a holder who elects to convert its 2029 Notes (or any portion thereof) in connection with such a corporate event or convert its 2029 Notes called (or deemed called) for redemption during the related redemption period (as defined in the 2029 Notes Indenture), as the case may be.

If the Company undergoes a fundamental change (as defined in the 2029 Notes Indenture), holders may require, subject to certain exceptions, the Company to repurchase for cash all or any portion of their 2029 Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2029 Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date. As of June 30, 2025, none of the criteria for a fundamental change or a conversion rate adjustment had been met.

The Company may not redeem the 2029 Notes prior to December 6, 2027. The Company may redeem for cash all or any portion of the 2029 Notes, at its option, on or after December 6, 2027, if the last reported sale price of the Company's common stock has been at least 130% of the conversion price for the 2029 Notes then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period (including the last trading day of such period) ending on, and including, the trading day immediately preceding the date on which the Company provides notice of redemption at a redemption price equal to 100% of the principal amount of the 2029 Notes to be redeemed, plus accrued and unpaid interest to, but excluding, the redemption date. The Company may not redeem less than all of the outstanding 2029 Notes unless at least $100.0 million aggregate principal amount of 2029 Notes are outstanding and not called for redemption as of the time the Company sends the related notice of redemption. No sinking fund is provided for in the 2029 Notes.

The debt issuance costs associated with the 2029 Notes are being amortized to interest expense over the term of the 2029 Notes using an effective interest rate of 1.75%. As of June 30, 2025, the remaining life of the 2029 Notes and the related issuance cost accretion is approximately 4.4 years.

The maximum number of shares issuable upon conversion, including the effect of a fundamental change and subject to other conversion rate adjustments, would be 3.0 million shares. As of June 30, 2025, the if-converted value of the 2029 Notes did not exceed the principal amount.

The 2025 Notes and the 2029 Notes consisted of the following balances:

	June 30, 2025	December 31, 2024
	(In thousands)	
2025 Notes:		
Principal amount	$ 175,000	$ 175,000
Unamortized debt issuance costs	(199)	(676)
Convertible senior notes, net, current	$ 174,801	$ 174,324
2029 Notes:		
Principal amount	$ 172,500	$ 172,500
Unamortized debt issuance costs	(5,506)	(6,103)
Convertible senior notes, net, noncurrent	$ 166,994	$ 166,397

The following table summarizes the components of interest expense resulting from the 2025 Notes and the 2029 Notes recognized in interest and other income (expense), net in the Condensed Consolidated Statements of Operations:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands)			
Contractual coupon interest:				
2025 Notes	$ 110	$ 359	$ 219	$ 719
2029 Notes	$ 432	$ —	863	—
Amortization of debt issuance costs:				
2025 Notes	$ 239	$ 778	$ 477	$ 1,555
2029 Notes	$ 294	$ —	597	—

Convertible Note Hedge and Warrant Transactions

In connection with the issuance of the 2025 Notes in September 2020 and the 2029 Notes in November 2024, the Company entered into convertible note hedges and warrants transactions, respectively, with certain initial purchasers of the 2025 Notes and the 2029 Notes or affiliates thereof and certain other financial institutions (the "option counterparties").

The convertible note hedges related to the 2025 Notes consisted of call options for the Company to purchase, subject to anti-dilution adjustments substantially similar to those applicable to the 2025 Notes, up to approximately 5.9 million shares of the Company's common stock, which is equal to the number of shares of the Company's common stock underlying the 2025 Notes at the time of its issuance, at an initial strike price of approximately $97.32 per share. The convertible note hedges related to the 2029 Notes consisted of call options for the Company to purchase up to, subject to anti-dilution adjustments substantially similar to those applicable to the 2029 Notes, approximately 3.0 million shares of the Company's common stock, which is equal to the number of shares of the Company's common stock underlying the 2029 Notes at the time of its issuance, at an initial strike price of approximately $57.25 per share. The convertible note hedges will expire upon the maturity of the respective convertible notes, if not earlier exercised or terminated. The cost of the convertible note hedges related to the 2025 Notes and the 2029 Notes was approximately $100.6 million and $40.3 million, respectively, and each was accounted for as an equity instrument, each of which was recorded in additional paid-in capital in the Condensed Consolidated Balance Sheets. In addition, the Company recorded a deferred tax asset of $25.8 million and $10.2 million, respectively, at issuance related to the convertible note hedges for the 2025 Notes and the 2029 Notes. The convertible note hedges are expected generally to reduce the potential dilution to the Company's common stock upon any conversion of the 2025 Notes or the 2029 Notes and/or offset any cash payments the Company may be required to make in excess of the principal amount of the converted 2025 Notes or the 2029 Notes.

Separately from the convertible note hedges, in September 2020 and November 2024, the Company entered into warrant transactions to sell to the respective option counterparties warrants to acquire, subject to customary anti-dilution adjustments, up to approximately 5.9 million shares of its common stock at an initial strike price of approximately $141.56 and approximately 3.0 million shares of its common stock at an initial strike price of approximately $84.82 per share related to the 2025 Notes and the 2029 Notes, respectively. The warrants require net share or net cash settlement upon the Company's

election. The Company received aggregate proceeds of approximately $51.3 million and $25.2 million for the issuance of the warrants related to the 2025 Notes and the 2029 Notes, respectively, which was recorded in additional paid-in capital at issuance in the Condensed Consolidated Balance Sheets. The warrants could separately have a dilutive effect to the Company's common stock to the extent that the market price per share of its common stock, as measured under the warrants, exceeds the strike price of the warrants.

In November 2024, in connection with the partial repurchase of the 2025 Notes, the Company entered into unwind agreements with the existing option counterparties to the convertible note hedges and warrants related to the 2025 Notes to terminate a portion of the existing convertible note hedges and warrants related to the 2025 Notes at a notional amount corresponding to the amount of the 2025 Notes repurchased, resulting in an immaterial gain.

Note 12. Lessor Leases

Sales-Type Leases

The Company enters into non-cancelable sales-type lease arrangements with the leases varying in length from one to ten years. The Company optimizes cash flows by selling a majority of its sales-type leases, other than those relating to U.S. government hospitals and SaaS and Expert Services products, including Central Pharmacy Dispensing Service and IV Compounding Service, to third-party leasing finance companies on a non-recourse basis. The Company generally has no obligation to the leasing company once the lease has been sold.

The following table presents the Company's income recognized from sales-type leases:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
	(In thousands)			
Sales-type lease revenues	$ 6,631	$ 11,576	$ 12,449	$ 18,612
Cost of sales-type lease revenues	(4,102)	(7,110)	(7,039)	(11,297)
Selling profit on sales-type lease revenues	$ 2,529	$ 4,466	$ 5,410	$ 7,315

The receivables as a result of these types of transactions are collateralized by the underlying equipment leased and consist of the following components:

	June 30, 2025	December 31, 2024
	(In thousands)	
Net minimum lease payments to be received	$ 79,433	$ 77,976
Less: Unearned interest income portion	(12,847)	(12,757)
Net investment in sales-type leases	66,586	65,219
Less: Current portion [(1)]	(12,629)	(12,475)
Long-term investment in sales-type leases, net	$ 53,957	$ 52,744

[(1)] The current portion of the net investment in sales-type leases is included in other current assets in the Condensed Consolidated Balance Sheets.

The carrying amount of the Company's sales-type lease receivables is a reasonable estimate of fair value.

The maturity schedule of future minimum lease payments under sales-type leases retained in-house and the reconciliation to the net investment in sales-type leases reported on the Condensed Consolidated Balance Sheets was as follows:

	June 30, 2025
	(In thousands)
Remaining six months of 2025	$ 8,536
2026	15,310
2027	14,266
2028	13,176
2029	10,511
Thereafter	17,634
Total future minimum sales-type lease payments	79,433
Present value adjustment	(12,847)
Total net investment in sales-type leases	$ 66,586

Note 13. Lessee Leases

The Company has operating leases for office buildings, data centers, office equipment, and vehicles. The Company's leases have initial terms of one to twelve years. As of June 30, 2025, the Company did not have any additional material operating leases that were entered into, but not yet commenced.

The maturity schedule of future minimum lease payments under operating leases and the reconciliation to the operating lease liabilities reported on the Condensed Consolidated Balance Sheets was as follows:

	June 30, 2025
	(In thousands)
Remaining six months of 2025	$ 6,976
2026	13,601
2027	11,637
2028	9,948
2029	3,176
Thereafter	1,935
Total operating lease payments	47,273
Present value adjustment	(4,658)
Total operating lease liabilities [(1)]	$ 42,615

[(1)] Amount consists of a current and long-term portion of operating lease liabilities of $11.9 million and $30.8 million, respectively. The current portion of the operating lease liabilities is included in accrued liabilities in the Condensed Consolidated Balance Sheets.

Operating lease costs were $2.7 million and $2.6 million for the three months ended June 30, 2025 and 2024, respectively, and $5.1 million and $5.2 million for the six months ended June 30, 2025 and 2024, respectively. Short-term lease costs and variable lease costs were not material for the three and six months ended June 30, 2025 and 2024.

The following table summarizes supplemental cash flow information related to the Company's operating leases:

	Six Months Ended June 30,	
	2025	2024
	(In thousands)	
Cash paid for amounts included in the measurement of lease liabilities	$ 7,012	$ 6,765
Right-of-use assets obtained in exchange for new lease liabilities	$ 6,022	$ 5,509

The following table summarizes the weighted-average remaining lease term and weighted-average discount rate related to the Company's operating leases:

	June 30, 2025	December 31, 2024
Weighted-average remaining lease term, years	3.8	4.1
Weighted-average discount rate, %	5.5 %	5.8 %

Note 14. Commitments and Contingencies

Purchase Obligations

In the ordinary course of business, the Company issues purchase orders based on its current manufacturing needs. As of June 30, 2025, the Company had non-cancelable purchase commitments of $139.2 million, of which $111.4 million are expected to be paid within the year ending December 31, 2025.

Legal Proceedings

The Company is currently involved in various legal proceedings.

In December 2023, Omnicell received a civil request for records issued by the U.S. Attorney's Office for the Eastern District of Washington (the "Government") related to the Company's compliance with the pricing terms and conditions of its previous Federal Supply Schedule ("FSS") contract with the federal government. In December 2024, the Government presented information identifying certain potential non-compliances with the FSS contract and associated potential violations of the False Claims Act. On May 5, 2025, Omnicell entered into a settlement agreement with the Government to resolve this matter. The settlement, which settled the matter without admission of liability, required payment of approximately $4.6 million to cover damages and other statutorily provided amounts under the False Claims Act, which was paid on May 19, 2025. The Company does not expect further engagement with the federal Government regarding this matter.

As required under ASC 450, Contingencies, the Company accrues for contingencies when it believes that a loss is probable and that it can reasonably estimate the amount of any such loss. The Company has not recorded any material accrual for contingent liabilities associated with any current legal proceedings based on its belief that any potential material loss, while reasonably possible, is not probable. Furthermore, any possible range of loss in these matters either cannot be reasonably estimated at this time or is not deemed material. The Company believes that it has valid defenses with respect to legal proceedings pending against it. However, litigation is inherently unpredictable, and it is possible that cash flows or results of operations could be materially affected in any particular period by the unfavorable resolution of legal proceedings or because of the diversion of management's attention and the creation of significant expenses, regardless of outcome.

The Company is not a party to any legal proceedings that management believes may have a material impact on the Company's financial position or results of operations.

Note 15. Income Taxes

The Company generally provides for income taxes in interim periods based on the estimated annual effective tax rate for the year, adjusting for discrete items in the quarter in which they arise. For both the six months ended June 30, 2025 and 2024, the Company recorded a provision for income taxes of $2.3 million by applying its estimated annual effective tax rate to its year-to-date measure of ordinary income and adjusted for $2.0 million and $3.3 million, respectively, of discrete income tax expense primarily from equity compensation.

The effective tax rate for the six months ended June 30, 2025 differed from the statutory rate of 21% primarily due to the unfavorable impact of state taxes, non-deductible compensation and equity charges, partially offset by the favorable impact of the research and development credits and a foreign-derived intangible income ("FDII") deduction. The effective tax rate for the six months ended June 30, 2024 differed from the statutory rate of 21% primarily due to the benefit of the research and development credits and a foreign-derived intangible income benefit deduction, partially offset by the unfavorable impact of the non-deductible compensation, equity charges, and Global Intangible Low-Taxed Income tax inclusion.

On July 4, 2025, the One Big Beautiful Bill Act (the "OBBBA") was enacted in the United States, which includes significant tax reform provisions. Included in the OBBBA are provisions that allow for the immediate expensing of domestic United States research and development expenses, immediate expensing of certain capital expenditures, and other changes to the U.S. taxation of profits derived from foreign operations. The Company is currently evaluating the impact that the OBBBA may have on its consolidated financial statements.

The Organization for Economic Co-Operation and Development introduced Base Erosion and Profit Shifting Pillar Two rules that impose a global minimum tax rate of 15% on multi-national corporations. These rules did not have an impact on the Company's provision for income taxes for the six months ended June 30, 2025.

As of June 30, 2025 and December 31, 2024, the Company had gross unrecognized tax benefits of $11.0 million and $10.5 million, respectively. The Company recognizes interest and penalties related to uncertain tax positions in interest and other income (expense), net in the Condensed Consolidated Statements of Operations. Accrued interest and penalties are included within other long-term liabilities on the Condensed Consolidated Balance Sheets. As of June 30, 2025 and December 31, 2024, the amount of accrued interest and penalties was $0.9 million and $0.6 million, respectively.

The Company files income tax returns in the United States and various state and foreign jurisdictions. In the normal course of business, the Company is subject to examinations by taxing authorities, including major jurisdictions such as the United States, Germany, Italy, France, the United Kingdom, and India. With few exceptions, as of June 30, 2025, the Company was no longer subject to U.S., state, and foreign tax examinations for years before 2021, 2020, and 2020, respectively.

Note 16. Employee Benefits and Share-Based Compensation

Share-Based Compensation Expense

The following table sets forth the total share-based compensation expense recognized in the Company's Condensed Consolidated Statements of Operations:

	Three Months Ended June 30, 2025	Three Months Ended June 30, 2024	Six Months Ended June 30, 2025	Six Months Ended June 30, 2024
	(In thousands)			
Cost of product and service revenues	$ 1,207	$ 1,620	$ 2,925	$ 3,175
Research and development	1,022	1,139	2,242	2,214
Selling, general, and administrative	8,301	7,272	16,149	13,283
Total share-based compensation expense	$ 10,530	$ 10,031	$ 21,316	$ 18,672

The Company capitalized approximately $0.6 million and $1.0 million during the three months ended June 30, 2025 and 2024, respectively, and $1.4 million and $1.7 million during the six months ended June 30, 2025 and 2024, respectively, of share-based compensation expense to internal-use and external-use software development costs related to internal labor. The Company did not capitalize any material share-based compensation expense to inventory during the three and six months ended June 30, 2025 and 2024.

Employee Stock Purchase Plan ("ESPP")

The following assumptions were used to value shares under the ESPP:

	Three and Six Months Ended June 30, 2025	Three and Six Months Ended June 30, 2024
Expected life, years	0.5 - 2.0	0.5 - 2.0
Expected volatility, %	45.8% - 58.7%	33.7% - 57.0%
Risk-free interest rate, %	4.1% - 5.2%	1.5% - 5.5%
Dividend yield, %	— %	— %

For the six months ended June 30, 2025 and 2024, employees purchased approximately 335,000 and 334,000 shares of common stock, respectively, under the ESPP at a weighted-average price of $24.57 and $24.06, respectively.

Stock Options

The following table summarizes the stock option activity under the 2009 Plan:

	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Years	Aggregate Intrinsic Value
	(In thousands, except per share data)			
Outstanding at December 31, 2024	1,760	$ 67.51	3.6	$ 2,619
Granted	—	—		
Exercised	(1)	30.92		
Expired	(131)	70.64		
Forfeited	—	—		
Outstanding at June 30, 2025	1,628	$ 67.29	3.2	$ 84
Exercisable at June 30, 2025	1,627	$ 67.23	3.2	$ 84
Vested and expected to vest at June 30, 2025 and thereafter	1,628	$ 67.28	3.2	$ 84

Restricted Stock Units ("RSUs")

The following table summarizes the RSU activity under the 2009 Plan:

	Number of Shares	Weighted-Average Grant Date Fair Value	Weighted-Average Remaining Years	Aggregate Intrinsic Value
	(In thousands, except per share data)			
Outstanding at December 31, 2024	1,614	$ 54.58	1.6	$ 71,849
Granted	186	33.09		
Vested	(186)	73.11		
Forfeited	(214)	54.66		
Outstanding and unvested at June 30, 2025	1,400	$ 49.27	1.3	$ 41,166

As of June 30, 2025, total unrecognized compensation cost related to RSUs was $41.1 million, which is expected to be recognized over the remaining weighted-average vesting period of 2.6 years.

Performance-Based Stock Unit Awards ("PSUs")

The following table summarizes the PSU activity under the 2009 Plan:

	Number of Shares	Weighted-Average Grant Date Fair Value
	(In thousands, except per share data)	
Outstanding at December 31, 2024	177	$ 28.67
Granted (Awarded)	139	32.66
Additional granted based on performance achievement	135	28.67
Vested (Released)	(97)	28.67
Forfeited	—	—
Outstanding and unvested at June 30, 2025	354	$ 30.24

As of June 30, 2025, total unrecognized compensation cost related to PSUs was approximately $4.3 million, which is expected to be recognized over the remaining weighted-average vesting period of 1.3 years.

Summary of Shares Reserved for Future Issuance under Equity Incentive Plans

The Company had the following ordinary shares reserved for future issuance under its equity incentive plans as of June 30, 2025:

	Number of Shares
	(In thousands)
Stock options outstanding	1,628
Non-vested restricted stock awards	1,808
Shares authorized for future issuance	4,691
ESPP shares available for future issuance	2,391
Total shares reserved for future issuance	10,518

Stock Repurchase Programs

On May 22, 2025, the Company's Board of Directors (the "Board") authorized a new stock repurchase program, which does not expire, providing for the repurchase of up to $75.0 million of the Company's common stock (the "2025 Repurchase Program"). The 2025 Repurchase Program is in addition to the stock repurchase program approved by the Board on August 2, 2016 providing for the repurchase of up to $50.0 million of the Company's common stock (the "2016 Repurchase Program"). As of December 31, 2024, the maximum dollar value of shares that may yet be purchased under the 2016 Repurchase Program was $2.7 million and during the three and six months ended June 30, 2025, the 2016 Repurchase Program was completed.

The timing, price, and volume of repurchases are to be based on a variety of factors, including market conditions, relevant securities laws and regulatory requirements, and other corporate considerations, as determined by the Company's management. Stock repurchases may be made from time to time on the open market, through block trades, in privately negotiated transactions, accelerated or other structured stock repurchase programs, or pursuant to a Rule 10b5-1 plan. The 2025 Repurchase Program does not obligate the Company to repurchase any specific number of shares, and the Company may terminate or suspend the 2025 Repurchase Program at any time.

During the three and six months ended June 30, 2025, the Company repurchased approximately 536,000 shares of its common stock under the repurchase programs at an average price of $29.24 per share for an aggregate purchase price of approximately $15.7 million. During the three and six months ended June 30, 2024, the Company did not repurchase any of its outstanding common stock under the 2016 Repurchase Program. As of June 30, 2025, the maximum dollar value of shares that may yet be purchased under the 2025 Repurchase Program was $62.1 million.

Note 17. Restructuring Expenses

On April 26, 2024, the Company's management committed to the wind down of the Company's Medimat Robotic Dispensing System ("RDS") product line, subject to local law and statutory works council consultation requirements. During the six months ended June 30, 2024, the Company incurred approximately $3.3 million of employee severance costs and other expenses related to the RDS product line wind down. During the three months ended June 30, 2024, the Company did not incur any additional employee-related expenses related to the RDS product line wind down. In addition, during the three and six months ended June 30, 2024, the Company incurred $5.4 million of inventory write-down charges related to the RDS product line wind down that were recorded to cost of revenues in the Company's Condensed Consolidated Statements of Operations. During the three and six months ended June 30, 2025, the Company did not incur any material restructuring expenses.

The following table summarizes the total employee-related restructuring expense recognized in the Company's Condensed Consolidated Statements of Operations:

	Six Months Ended June 30,
	2024
	(In thousands)
Cost of product and service revenues	$ 2,696
Research and development	311
Selling, general, and administrative	156
Total restructuring expense	$ 3,163

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FORWARD-LOOKING STATEMENTS AND FACTORS THAT MAY AFFECT FUTURE RESULTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The forward-looking statements are contained throughout this Quarterly Report on Form 10-Q including in the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations." In some cases, you can identify forward-looking statements by terms such as "anticipates," "believes," "could," "estimates," "expects," "forecasts," "goals," "intends," "may," "plans," "potential," "predicts," "projects," "seeks," "should," "target," "will," "would," "vision," and variations of these terms and similar expressions.

Forward-looking statements are based on our current expectations and assumptions, and are subject to known and unknown risks and uncertainties, many of which are beyond our control, which may cause our actual results, performance, or achievements to be materially different from those expressed or implied in the forward-looking statements. Such risks and uncertainties include those described throughout this Quarterly Report on Form 10-Q, including in Part I - Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Part II - Item 1A. "Risk Factors," as well as in our Annual Report on Form 10-K for the year ended December 31, 2024 filed with the U.S. Securities and Exchange Commission ("SEC") on February 27, 2025. Given these risks and uncertainties, you are cautioned not to place undue reliance on these forward-looking statements. Forward-looking statements should be considered in light of these risks and uncertainties. You should carefully read this Quarterly Report on Form 10-Q and the documents that we reference in this Quarterly Report on Form 10-Q and have filed as exhibits, as well as other documents we file with, or furnish to, the U.S.

Securities and Exchange Commission ("SEC") from time to time, with the understanding that our actual future results may be materially different from what we expect. The forward-looking statements in this Quarterly Report on Form 10-Q represent our current estimates and assumptions and speak only as of the date of this Quarterly Report on Form 10-Q. Except as required by law, we assume no obligation to update any forward-looking statements publicly, or to update the reasons actual results could differ materially from those expressed or implied in any forward-looking statements, whether as a result of changed circumstances, future events, even if new information becomes available in the future, or otherwise.

The following risks related to our business, among others, could cause actual results to differ materially from those described in the forward-looking statements:

- *unfavorable general economic and market conditions;*
- *our ability to take advantage of growth opportunities and develop and commercialize new solutions and enhance existing solutions, including incorporating artificial intelligence ("AI") technology and the use of AI by our vendors and competitors;*
- *reductions in demand in the capital equipment market or reductions in the demand for or adoption of our solutions, systems, or services;*
- *delays in installations of our medication management solutions or our more complex medication packaging systems;*
- *transitioning to selling more products and services on a subscription basis;*
- *our ability to acquire companies, businesses, or technologies and successfully integrate such acquisitions;*
- *failing to maintain expected service levels when providing our SaaS and Expert Services or retaining our SaaS and Expert Services customers;*
- *meeting the demands of, or maintain relationships with, institutional, retail, and specialty pharmacy customers;*
- *investments in new business strategies or initiatives;*
- *continued and increased competition from current and future competitors in the medication management automation solutions market and the medication adherence solutions market;*
- *our substantial debt obligations;*
- *disruptions to our information technology systems and breaches of data security or cyber-attacks on our systems or solutions;*
- *effectiveness of business continuity plans during any future cybersecurity incidents;*
- *government regulations, legislative changes, fraud and anti-kickback statues, products liability claims, the outcome of legal proceedings, and other legal obligations related to healthcare, privacy, data protection, and information security, and the costs of compliance with, and potential liability associated with, our actual or perceived failure to comply with such obligations;*
- *changes to the 340B Program;*
- *operating in foreign countries, including the potential impact of political unrest, terrorism, other potential hostilities, threats of terrorism or potential hostilities, or tariffs;*
- *covenants in our credit agreement could restrict our business and operations;*
- *climate change, legal, regulatory or market measures to address climate change and a focus on ESG matters by various stakeholders;*
- *recruiting and retaining skilled and motivated personnel;*
- *protecting our intellectual property;*
- *availability and sources of raw materials and components or price fluctuations, shortages, or interruptions of supply;*

- *dependence on a limited number of suppliers for certain components, equipment, and raw materials, as well as technologies provided by third-party vendors;*
- *fluctuations in quarterly and annual operating results;*
- *failing to meet (or significantly exceeding) our publicly announced financial guidance; and*
- *other factors set forth under "Risk Factors".*

Other Information

All references in this Quarterly Report on Form 10-Q to "Omnicell," "our," "us," "we," or "the Company" collectively refer to Omnicell, Inc., a Delaware corporation, and its subsidiaries. The term "Omnicell, Inc." refers only to Omnicell, Inc., excluding its subsidiaries.

We own various registered and unregistered trademarks and service marks used in our business, some of which appear in this Quarterly Report on Form 10-Q, including Omnicell®. This Quarterly Report on Form 10-Q may also include the trademarks and service marks of other companies. Such trademarks and service marks are the marks of their respective owners.

OVERVIEW

Our Business

Omnicell, a leader in transforming the pharmacy and nursing care delivery model, is committed to solving the critical challenges inherent in medication management and elevating the role of clinicians within healthcare as an essential component of care delivery. Omnicell is focused on helping its customers define and deliver a cost-effective medication management strategy designed to equip and empower pharmacists and nurses to focus on patient care rather than administrative tasks, and to drive improved clinical, operational, and financial outcomes across all care settings. We are doing this with an industry-leading medication management infrastructure which includes robotics and smart devices, software workflows, expert services, and operational and optimization analytics. This comprehensive set of solutions provides the critical foundation for customers to realize the Autonomous Pharmacy, an industry-wide vision defined by pharmacy leaders for improving operational efficiencies and ultimately targeting zero-error medication management.

Omnicell solutions are helping healthcare facilities worldwide to uncover cost savings, improve labor efficiency, establish new revenue streams, enhance supply chain control, support compliance, and move closer to the industry-defined vision of the Autonomous Pharmacy. We sell our product and consumable solutions together with related service offerings. Revenues generated in the United States represented 91% and 92% of our total revenues for the three months ended June 30, 2025 and 2024, respectively, and 92% and 91% of our total revenues for the six months ended June 30, 2025 and 2024, respectively.

Over the past several years, our business has expanded from a single-point solution to a platform of products and services that will help further advance the industry-defined vision of the Autonomous Pharmacy. This expansion has resulted in larger deal sizes across multiple products, services, and implementations for customers and, we believe, more comprehensive, valuable, and enduring relationships. As our business evolves, we continue to evaluate the metrics and methods we use to measure the success of our business.

Global Trade Relations

On April 2, 2025, the current U.S. administration imposed significant tariffs on a wide variety of products manufactured in virtually every foreign jurisdiction, which tariffs were subsequently paused for 90 days on April 10, 2025, and such tariffs were then expected to be reinstated on August 7, 2025. In addition, tariffs on all imports from China, which were 145% as of April 10, 2025, were subsequently reduced for 90 days on May 14, 2025, with such tariff rates being 30% as of August 6, 2025. In response, several foreign countries have imposed reciprocal tariffs on goods manufactured in the United States. Furthermore, the current U.S. administration has also announced, as have other foreign governments, that it may implement other tariffs or increase existing tariffs. We are monitoring ongoing developments surrounding the fluid tariff environment. Although we continue to work to mitigate the impact of current or potential tariffs, there can be no assurance that we will be able to offset any increased costs or other adverse impacts. As a result, we may incorrectly anticipate outcomes, forgo or pass up business opportunities, or fail to appropriately adapt or manage our business strategies in response to these changes. As a result of all of these factors, we may experience direct and indirect adverse effects on our business, operating results, cash flow, or financial condition.

Product Bookings and Annual Recurring Revenue

Starting in 2025, we began utilizing product bookings and Annual Recurring Revenue ("ARR"), each as further described below, as key performance metrics for our business. We view product bookings as an indicator of the success of certain portions of our business that generate nonrecurring revenue and we view ARR as an indicator of the success of the portions of our business that generate recurring revenues. The definitions and descriptions included below are relevant to these key performance metrics. As previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2024, product bookings and ARR have replaced our prior bookings metric that was in use through 2024.

Product Bookings

We utilize product bookings as an indicator of the success of certain portions of our business that generate non-recurring revenue. We define product bookings generally as the value of non-cancelable contracts for our connected devices and software licenses. We typically exclude freight revenue and other less significant items ancillary to our products from product bookings. In addition, dependent upon counterparty or credit risk, which is evaluated at the time of contract signing, for a given multi-year subscription contract we may reduce the value of the contractual commitment booked at a given time. Connected devices and software license bookings are recorded as revenue upon customer acceptance of the installation or receipt of goods.

As part of most connected devices product sales, we generally provide installation planning and consulting, which is typically included in the initial price of the solution.

Annual Recurring Revenue

We consider revenues generated from our consumables, technical services, and SaaS and Expert Services to be recurring revenues. For the portions of our business which generate recurring revenues, we utilize ARR as a key metric to measure our progress in growing our recurring revenue business. We define ARR at a measurement date as the revenue we expect to receive from our customers over the course of the following year for providing them with products or services. ARR includes expected revenue from all customers who are using our products or services at the reported date. For technical services and SaaS and Expert Services, solutions are generally on a contractual basis, typically with contracts for a period of 12 months or more, with a high probability of renewal. Probability of renewal is based on historic renewal experience of the individual revenue streams or management's best estimates if historical renewal experience is not available. Consumables orders are placed by customers through our Omnicell Storefront online platform or through written or telephonic orders and are sold to a customer base who utilize the consumable products and place recurring orders when customer inventory is depleted. ARR is generally calculated based on revenues received in the most recent quarter and changes to expected revenues where solutions were added to or removed from the install or customer base in the quarter. Revenues from technical services and SaaS and Expert Services are recorded ratably over the service term. As part of our SaaS and Expert Services offerings, we provide a range of services to our customers including Central Pharmacy Dispensing Service (service portion), IV Compounding Service (service portion), EnlivenHealth, Specialty Pharmacy Services, 340B solutions, Inventory Optimization Service, and other software solutions, which typically are provided over two to seven years. In addition, to help ensure the maximum availability of our systems, our customers typically purchase technical services contracts (support and maintenance) in increments of one to five years. Revenue from consumables are recorded when the product has shipped and title has passed. Our measure of ARR may be different than that used by other companies. Because ARR is based on expected future revenue, it does not represent

revenue recognized during a particular reporting period or revenue to be recognized in future reporting periods. ARR should not be viewed as a substitute for revenues.

The following table summarizes each revenue category:

Revenue Category	Revenue Type	Income Statement Classification	Included in Product Bookings	Included in ARR
Connected devices, software licenses, and other	Nonrecurring	Product	Yes [1]	No
Consumables	Recurring	Product	No	Yes
Technical services	Recurring	Service	No	Yes
SaaS and Expert Services [2]	Recurring	Service	No	Yes

(1) Certain other insignificant revenue streams ancillary to our products and services, such as freight revenue, are not included in bookings.

(2) Includes Central Pharmacy Dispensing Service (service portion), IV Compounding Service (service portion), EnlivenHealth, Specialty Pharmacy Services, 340B solutions, Inventory Optimization Service, and other software solutions.

Operating Segments

We manage our operations as a single segment for the purposes of assessing performance and making operating decisions. Our Chief Operating Decision Maker (“CODM”) is our Chief Executive Officer. The CODM allocates resources and evaluates the performance of Omnicell at the consolidated level using our consolidated net income (loss). In addition, the CODM is provided with certain segment assets and liabilities, primarily those that impact liquidity, as well as certain significant expenses. All significant operating decisions are based upon an analysis of Omnicell as one operating segment, which is the same as our reporting segment.

Our full-time employee headcount was approximately 3,650 as of June 30, 2025.

Business Strategy

In 2023, the United States spent $723 billion on prescription drugs, a 13.6% increase from 2022. This was the largest annual spending increase in 20 years and impacted patients in virtually all settings of care. We believe there are significant challenges facing the practice of pharmacy today including, but not limited to, budget constraints, increased healthcare worker turnover rates, labor shortages, drug shortages, drug diversion, manual and error-prone processes, complex compliance requirements, and limited inventory visibility. Each of these challenges may lead to poor medication management outcomes including, but not limited to, medication errors, adverse drug events, lack of patient adherence, and medication waste. We also recognize that these challenges may impact the timing of contracting for, or implementation of, our products, solutions, or services. However, we believe that over time these significant challenges to the practice of pharmacy will drive demand for increased automation, visibility, insights, and improved medication management outcomes that our solutions are designed to enable. Because of this, we believe that our solutions are well-positioned to address the evolving needs of healthcare institutions and therefore present opportunities for long-term growth.

In an effort to address these challenges and deliver solutions to help drive positive medication management outcomes, we continue to make significant investments in our research and development efforts to further advance the industry-defined vision of the Autonomous Pharmacy. Furthermore, we believe a combination of robotics and smart devices, software workflows, expert services, and operational and optimization analytics is needed in every care setting where medications are managed. We are focused on delivering solutions to help our customers realize the industry-defined vision of the Autonomous Pharmacy and drive positive medication management outcomes with outstanding customer experience through a mature channel in four market categories:

- **Points of Care.** As a market leader, we expect to continue expansion into this product market as customers increase the use of our dispensing systems in more areas within their hospitals and increasingly in ambulatory care settings. Macroeconomic trends in our target market continue to improve as health system margins and volumes increase and stabilize in the post-pandemic environment. This positive trajectory is expected to drive increased demand for system modernization through automation, software, and analytics. We are seeing customers seek to maximize the value of existing automated dispensing system investments and continue to invest in next-generation enhancements and solutions for points of care. We believe that customers will upgrade their current installed base over time as we deliver these new solutions to market. We also believe there is an opportunity for us to expand this offering and define a new standard for dispensing systems in ambulatory settings. We believe our current solutions for Points of Care and new innovations and services will continue to help customers drive improved clinical and financial outcomes.
- **Central Pharmacy and IV Compounding.** This market represents the beginning of the medication management process in acute care settings, and we believe it is a significant automation opportunity for high volumes of manual, repetitive, and error-prone processes that are often common in pharmacies today. Manual medication dispensing processes are usually labor intensive, error-prone, and may lead to excess medication waste and expirations for our healthcare partners. Automating the central pharmacy dispensing process should enable customers to reallocate pharmacy labor, enhance dispensing accuracy and patient safety, and reduce medication waste and expirations. Likewise, the manual compounding of sterile IV preparations can be error-prone and create significant patient safety risks, and outsourcing sterile IV compounding could lead to increased medication costs and lack of access to needed medications due to an inability to source medications when they are required. As a result, we believe IV automation provides a significant opportunity to enhance patient safety and reduce costs. We anticipate that these technology-enabled services will become more critical as health systems continue to face labor shortages, increased financial pressure, and supply chain disruptions.
- **Specialty Pharmacy and 340B Program.** We believe that health systems will continue to invest in programs that are intended to improve patient outcomes and drive cost savings by utilizing specialty pharmacies and the federal 340B Drug Pricing Program (the “340B Program”). The 340B Program allows qualifying hospitals and health systems to stretch federal resources and expand patient access to healthcare by requiring manufacturers participating in Medicaid to sell outpatient drugs at discounted prices to eligible healthcare organizations and covered entities. Specialty drugs are used for treatment of complex conditions and often require intensive patient management and specialized workflows for dispensing and care coordination. Specialty medications are projected to account for nearly 60% of U.S. total spending on medications, with total spending projected to be approximately $420 billion in 2025. Specialty pharmacies serve as the connection between patients, prescribing physicians, and payers and work to streamline access and adherence to these specialty drugs. We believe a solution that is designed to help health systems start or optimize their specialty pharmacy programs and the related pharmaceutical aspects of patient care will help ensure continuity of care and should contribute to the revenue and profitability of those organizations. We believe that a fully optimized specialty pharmacy operation represents one of the largest economic opportunities for hospitals and health systems.
- **Ambulatory Care.** We believe ambulatory care, especially the retail and institutional market, represents a significant opportunity as healthcare evolves. Retail pharmacies are expected to fill 4.98 billion prescriptions in 2025 and grow at a compound annual growth rate of around 7.1%, which would result in an approximate $1.2 trillion market valuation by 2032. Additionally, the shift of outpatient care from hospitals and physician offices to other, more convenient settings, such as retail pharmacies and the home continues to be a growing trend. New technologies and increased scope of practice for pharmacists appear to be spurring innovation and expansion of the provision of clinical services by retail pharmacies. We believe this development, combined with the move to value-based care, will drive the adoption of our patient engagement offerings. These solutions are intended to help providers (including pharmacists) engage patients in new ways that are expected to improve outcomes, reduce the total cost of care, and lead to more profitable operations.

CRITICAL ACCOUNTING ESTIMATES

Our discussion and analysis of our financial condition and results of operations are based on our Condensed Consolidated Financial Statements, which have been prepared in accordance with U.S. Generally Accepted Accounting

Principles (“GAAP”). The preparation of these financial statements requires us to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. We regularly review our estimates and assumptions, which are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of certain assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates and assumptions.

We believe the following critical accounting policies are affected by significant judgments and estimates used in the preparation of our Condensed Consolidated Financial Statements:

- Revenue recognition;
- Inventory; and
- Accounting for income taxes.

There were no material changes in the matters for which we make critical accounting estimates in the preparation of our Condensed Consolidated Financial Statements during the six months ended June 30, 2025 as compared to those disclosed in “Management’s Discussion and Analysis of Financial Condition and Results of Operations” included in our Annual Report on Form 10-K for the year ended December 31, 2024.

Recently Issued Authoritative Guidance

Refer to “Recently Issued Authoritative Guidance” in Note 1, *Organization and Summary of Significant Accounting Policies*, of the Notes to Condensed Consolidated Financial Statements in this Quarterly Report on Form 10-Q for a description of recently issued accounting pronouncements, including the expected dates of adoption and estimated effects on our results of operations, financial position, and cash flows.

RESULTS OF OPERATIONS

Total Revenues

	Three Months Ended June 30,			
			Change in	
	2025	2024	$	%
	(Dollars in thousands)			
Product revenues	$ 163,172	$ 156,580	$ 6,592	4%
Percentage of total revenues	*56%*	*57%*		
Service revenues	127,390	120,208	$ 7,182	6%
Percentage of total revenues	*44%*	*43%*		
Total revenues	$ 290,562	$ 276,788	$ 13,774	5%

Product revenues represented 56% and 57% of total revenues for the three months ended June 30, 2025 and 2024, respectively. Product revenues increased by $6.6 million, primarily due to the increase in revenues from our XT Amplify program, partially offset by lower volumes from our XT Series automated dispensing systems business due to the timing of our XT Series systems lifecycle, as we are largely through the replacement cycle.

Service revenues represented 44% and 43% of total revenues for the three months ended June 30, 2025 and 2024. Service revenues include revenues from technical services and SaaS and Expert Services offerings. Service revenues increased by $7.2 million due to an increase of $4.4 million in technical services revenues primarily as a result of growth in our installed customer base and the impact of pricing actions, as well as an increase of $2.7 million in SaaS and Expert Services revenues due to continued customer demand, including an increase in revenues from our Specialty Pharmacy Services offering.

Our international sales represented 9% and 8% of total revenues for the three months ended June 30, 2025 and 2024, respectively, and are expected to be affected by foreign currency exchange rate fluctuations. We are unable to predict the extent to which revenues in future periods will be impacted by changes in foreign currency exchange rates.

	Six Months Ended June 30,			
			Change in	
	2025	2024	$	%
	(Dollars in thousands)			
Product revenues	$ 308,340	$ 289,875	$ 18,465	6%
Percentage of total revenues	*55%*	*55%*		
Service revenues	251,890	233,064	$ 18,826	8%
Percentage of total revenues	*45%*	*45%*		
Total revenues	$ 560,230	$ 522,939	$ 37,291	7%

Product revenues represented 55% of total revenues for both the six months ended June 30, 2025 and 2024. Product revenues increased by $18.5 million, primarily due to the increase in revenues from our XT Amplify program, partially offset by lower volumes from our XT Series automated dispensing systems business due to the timing of our XT Series systems lifecycle, as we are largely through the replacement cycle.

Service revenues represented 45% of total revenues for both the six months ended June 30, 2025 and 2024. Service revenues include revenues from technical services and SaaS and Expert Services offerings. Service revenues increased by $18.8 million due to an increase of $7.3 million in technical services revenues primarily as a result of growth in our installed customer base and the impact of pricing actions, as well as an increase of $11.5 million in SaaS and Expert Services revenues due to continued customer demand, including an increase in revenues from our Specialty Pharmacy Services offering.

Our international sales represented 8% and 9% of total revenues for the six months ended June 30, 2025 and 2024, respectively, and are expected to be affected by foreign currency exchange rate fluctuations. We are unable to predict the extent to which revenues in future periods will be impacted by changes in foreign currency exchange rates.

Our ability to grow revenues is dependent on our ability to continue to obtain orders from customers, which may be dependent upon customers' capital equipment budgets and/or capital equipment approval cycles, our ability to produce quality products and consumables to fulfill customer demand, the volume of installations we are able to complete, our ability to meet customer needs by providing a quality installation experience, our ability to develop new or enhance existing solutions, and our flexibility in workforce allocations among customers to complete installations on a timely basis. The timing of our product revenues for equipment is primarily dependent on when our customers' schedules and/or staffing levels allow for installations.

Cost of Revenues and Gross Profit

Cost of revenues is primarily comprised of three general categories: (i) standard product costs which account for the majority of the product cost of revenues that are provided to customers, and are inclusive of purchased material, labor to build the product, and overhead costs associated with production; (ii) costs of providing services and installation costs, including costs of personnel and other expenses; and (iii) other costs, including variances in standard costs and overhead, scrap costs, rework, provisions for excess and obsolete inventory, and amortization of software development costs and intangibles.

	Three Months Ended June 30,			
			Change in	
	2025	2024	$	%
	(Dollars in thousands)			
Cost of revenues:				
Cost of product revenues	$ 91,919	$ 99,381	$ (7,462)	(8)%
As a percentage of related revenues	*56%*	*63%*		
Cost of service revenues	70,965	63,056	$ 7,909	13%
As a percentage of related revenues	*56%*	*52%*		
Total cost of revenues	$ 162,884	$ 162,437	$ 447	—%
As a percentage of total revenues	*56%*	*59%*		
Gross profit	$ 127,678	$ 114,351	$ 13,327	12%
Gross margin	*44%*	*41%*		

Cost of revenues for the three months ended June 30, 2025 compared to the three months ended June 30, 2024 increased by $0.4 million, primarily driven by a $7.9 million increase in cost of service revenues, partially offset by a $7.5 million decrease in cost of product revenues.

The decrease in cost of product revenues for the three months ended June 30, 2025 compared to the three months ended June 30, 2024 was primarily driven by the impact of more favorable materials costs as well as favorable impact from customer and product mix during the three months ended June 30, 2025, partially offset by an increase in revenues.

The increase in cost of service revenues was primarily driven by the increase in service revenues of $7.2 million for the three months ended June 30, 2025 compared to the three months ended June 30, 2024, including the associated increase in employee-related expenses.

The overall increase in gross margin primarily relates to higher revenues for the three months ended June 30, 2025 compared to the three months ended June 30, 2024, as well as a decrease in cost of product revenues primarily due to the impact of more favorable materials costs as well as favorable impact from customer and product mix during the three months ended June 30, 2025, partially offset by an increase in employee-related expenses. Our gross profit for the three months ended June 30, 2025 was $127.7 million, as compared to $114.4 million for the three months ended June 30, 2024.

	Six Months Ended June 30,			
			Change in	
	2025	2024	$	%
	(Dollars in thousands)			
Cost of revenues:				
Cost of product revenues	$ 177,504	$ 191,822	$ (14,318)	(7)%
As a percentage of related revenues	*58%*	*66%*		
Cost of service revenues	144,112	124,143	$ 19,969	16%
As a percentage of related revenues	*57%*	*53%*		
Total cost of revenues	$ 321,616	$ 315,965	$ 5,651	2%
As a percentage of total revenues	*57%*	*60%*		
Gross profit	$ 238,614	$ 206,974	$ 31,640	15%
Gross margin	*43%*	*40%*		

Cost of revenues for the six months ended June 30, 2025 compared to the six months ended June 30, 2024 increased by $5.7 million, primarily driven by a $20.0 million increase in cost of service revenues, partially offset by a $14.3 million decrease in cost of product revenues.

The decrease in cost of product revenues for the six months ended June 30, 2025 compared to the six months ended June 30, 2024 was primarily driven by the impact of more favorable materials costs as well as favorable impact from customer and product mix during the six months ended June 30, 2025 and a decrease of $2.6 million of restructuring costs, partially offset by an increase in revenues.

The increase in cost of service revenues was primarily driven by the increase in service revenues of $18.8 million for the six months ended June 30, 2025 compared to the six months ended June 30, 2024, including the associated increase in employee-related expenses, and an increase in certain non-recurring costs, including software upgrade expenses.

The overall increase in gross margin primarily relates to higher revenues for the six months ended June 30, 2025 compared to the six months ended June 30, 2024, as well as a decrease in cost of product revenues primarily due to the impact of more favorable materials costs as well as favorable impact from customer and product mix during the six months ended June 30, 2025 and a decrease in restructuring costs, partially offset by an increase in employee-related expenses and an increase in certain non-recurring costs, including software upgrade expenses. Our gross profit for the six months ended June 30, 2025 was $238.6 million, as compared to $207.0 million for the six months ended June 30, 2024.

Operating Expenses and Interest and Other Income (Expense), Net

	Three Months Ended June 30,			
			Change in	
	2025	2024	$	%
	(Dollars in thousands)			
Operating expenses:				
Research and development	$ 21,573	$ 21,102	$ 471	2%
As a percentage of total revenues	*7%*	*8%*		
Selling, general, and administrative	97,985	90,025	$ 7,960	9%
As a percentage of total revenues	*34%*	*33%*		
Total operating expenses	$ 119,558	$ 111,127	$ 8,431	8%
As a percentage of total revenues	*41%*	*40%*		
Interest and other income (expense), net	$ 2,333	$ 4,973	$ (2,640)	(53)%

Research and Development. Research and development expenses increased by $0.5 million for the three months ended June 30, 2025 compared to the three months ended June 30, 2024.

Selling, General, and Administrative. Selling, general, and administrative expenses increased by $8.0 million for the three months ended June 30, 2025 compared to the three months ended June 30, 2024. The increase was primarily due to an increase of $5.3 million in employee-related expenses for the three months ended June 30, 2025 compared to the three months ended June 30, 2024, as well as an increase of $3.1 million in the allowance for credit losses.

Interest and Other Income (Expense), Net. Interest and other income (expense), net changed by $2.6 million for the three months ended June 30, 2025 compared to the three months ended June 30, 2024, primarily driven by a $2.9 million decrease in other income and a $0.3 million decrease in other expense. The decrease in other income during the three months ended June 30, 2025 as compared to the three months ended June 30, 2024 is primarily attributable to lower interest income received due to lower interest rates and lower cash and cash equivalents balances following the partial repurchase of our convertible senior notes in November 2024.

	Six Months Ended June 30,			
			Change in	
	2025	2024	$	%
	(Dollars in thousands)			
Operating expenses:				
Research and development	$ 42,099	$ 43,158	$ (1,059)	(2)%
As a percentage of total revenues	*8%*	*8%*		
Selling, general, and administrative	200,014	182,439	$ 17,575	10%
As a percentage of total revenues	*36%*	*35%*		
Total operating expenses	$ 242,113	$ 225,597	$ 16,516	7%
As a percentage of total revenues	*43%*	*43%*		
Interest and other income (expense), net	$ 4,422	$ 8,989	$ (4,567)	(51)%

Research and Development. Research and development expenses decreased by $1.1 million for the six months ended June 30, 2025 compared to the six months ended June 30, 2024.

Selling, General, and Administrative. Selling, general, and administrative expenses increased by $17.6 million for the six months ended June 30, 2025 compared to the six months ended June 30, 2024. The increase was primarily due to an increase of $11.3 million in employee-related expenses primarily as a result of higher headcount, an increase of $3.6 million in the allowance for credit losses, an increase of $2.7 million for legal and regulatory expenses, and an increase of $1.5 million in certain restructuring and severance charges for the six months ended June 30, 2025 compared to the six months ended June 30, 2024, partially offset by a decrease of $1.5 million in rent and facilities expenses as well as other expenses.

Interest and Other Income (Expense), Net. Interest and other income (expense), net changed by $4.6 million for the six months ended June 30, 2025 compared to the six months ended June 30, 2024, primarily driven by a $5.1 million decrease in other income and a $0.5 million decrease in other expense. The decrease in other income during the six months ended June 30, 2025 as compared to the six months ended June 30, 2024 is primarily attributable to lower interest income received due to lower interest rates and lower cash and cash equivalents balances following the partial repurchase of our convertible senior notes in November 2024.

Provision for Income Taxes

	Three Months Ended June 30,			
			Change in	
	2025	2024	$	%
	(Dollars in thousands)			
Provision for income taxes	$ 4,814	$ 4,462	$ 352	8%

	Six Months Ended June 30,			
			Change in	
	2025	2024	$	%
	(Dollars in thousands)			
Provision for income taxes	$ 2,307	$ 2,307	$ —	—%

For both the six months ended June 30, 2025 and June 30, 2024, we recorded a provision for income taxes of $2.3 million by applying our estimated annual effective tax rate to our year-to-date measure of ordinary income and adjusted for $2.0 million and $3.3 million, respectively, of discrete income tax expense primarily from equity compensation. The change in the provision for income taxes for the six months ended June 30, 2025 compared to the provision for income taxes for the same period in 2024 was insignificant, consisting of various offsetting components of annual effective tax rate and discrete income tax expense.

Refer to Note 15, *Income Taxes*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

LIQUIDITY AND CAPITAL RESOURCES

We had cash and cash equivalents of $399.0 million at June 30, 2025 compared to $369.2 million at December 31, 2024. All of our cash and cash equivalents are invested in bank accounts and money market funds held in sweep and asset management accounts with financial institutions of high credit quality.

Our cash position and working capital at June 30, 2025 and December 31, 2024 were as follows:

	June 30, 2025	December 31, 2024
	(In thousands)	
Cash and cash equivalents	$ 399,004	$ 369,201
Working capital	$ 250,384	$ 219,815

Our ratio of current assets to current liabilities was 1.4:1 at both June 30, 2025 and December 31, 2024.

Sources of Cash

Revolving Credit Facility

On November 15, 2019, Omnicell, Inc. entered into an Amended and Restated Credit Agreement (as amended, the “Prior A&R Credit Agreement”) with the lenders from time to time party thereto, Wells Fargo Securities, LLC, Citizens Bank, N.A., and JPMorgan Chase Bank, N.A., as joint lead arrangers, and Wells Fargo Bank, National Association, as administrative agent. The Prior A&R Credit Agreement provided for (a) a five-year revolving credit facility of $500.0 million (the “Prior Revolving Credit Facility”) and (b) an uncommitted incremental loan facility of up to $250.0 million (the “Prior Incremental Facility”). In addition, the Prior A&R Credit Agreement included a letter of credit sub-limit of up to $15.0 million and a swing line loan sub-limit of up to $25.0 million. The Prior A&R Credit Agreement was subsequently amended on September 22, 2020 and March 29, 2023 to permit the issuance of the convertible senior notes and the purchase of the convertible note hedge transactions (as described in Note 11, *Convertible Senior Notes*, of the Notes to Condensed Consolidated Financial Statements

included in this Quarterly Report on Form 10-Q), expand our flexibility to make restricted payments (including common stock repurchases), and replace the total net leverage covenant, as well as to remove and replace the interest rate benchmark based on the London interbank offered rate (“LIBOR”) and related LIBOR-based mechanics with an interest rate benchmark based on the secured overnight financing rate (“SOFR”) as administered by the Federal Reserve Bank of New York and related SOFR-based mechanics.

On October 10, 2023, Omnicell, Inc. entered into a Second Amended and Restated Credit Agreement (the “Second A&R Credit Agreement”) with the lenders from time to time party thereto, Wells Fargo Securities, LLC, JPMorgan Chase Bank, N.A., PNC Capital Markets LLC and TD Securities (USA) LLC as joint lead arrangers and Wells Fargo Bank, National Association, as administrative agent. The Second A&R Credit Agreement supersedes the Prior A&R Credit Agreement and provides for (a) a five-year revolving credit facility of $350.0 million (the “Current Revolving Credit Facility”) and (b) an uncommitted incremental loan facility of up to an amount equal to the sum of (i) the greater of $250.0 million and 100% of the adjusted consolidated EBITDA for the last four quarters and (ii) additional amounts subject to pro forma compliance with certain consolidated secured net leverage ratio (the “Current Incremental Facility”). In addition, the Second A&R Credit Agreement includes a letter of credit sub-limit of up to $15.0 million and a swing line loan sub-limit of up to $25.0 million. The Second A&R Credit Agreement has an expiration date of October 10, 2028, subject to acceleration under certain conditions, upon which date all remaining outstanding borrowings will be due and payable.

As of June 30, 2025, we had $350.0 million of funds available under the Current Revolving Credit Facility. As of June 30, 2025, there was no outstanding balance under the Current Revolving Credit Facility and we were in full compliance with all covenants.

Refer to Note 10, *Debt and Credit Agreement*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information. We expect to use future loans under the Current Revolving Credit Facility, if any, for working capital, potential acquisitions, and other general corporate purposes.

Convertible Senior Notes

On November 22, 2024, Omnicell, Inc. completed a private offering of $172.5 million aggregate principal amount of 1.00% Convertible Senior Notes due 2029 (the “2029 Notes”), including the exercise in full of the initial purchasers’ option to purchase up to an additional $22.5 million aggregate principal amount of the 2029 Notes. Omnicell, Inc. received proceeds from the issuance of the 2029 Notes of $166.3 million, net of $6.2 million of transaction fees and other debt issuance costs. The 2029 Notes bear interest at a rate of 1.00% per year, payable semiannually in arrears on June 1 and December 1 of each year, beginning on June 1, 2025. The 2029 Notes are general senior, unsecured obligations of Omnicell, Inc. and will mature on December 1, 2029, unless earlier redeemed, repurchased, or converted. In connection with the issuance of the 2029 Notes, in November 2024, we entered into warrant transactions and received aggregate proceeds from the sale of the warrants of approximately $25.2 million. Refer to Note 11, *Convertible Senior Notes*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

Uses of Cash

Our future uses of cash are expected to be primarily for working capital, capital expenditures, and other contractual obligations. We may also use cash for potential acquisitions and acquisition-related activities, as well as repurchases of our common stock. In addition, we may also use a portion of our cash as we consider various options related to our outstanding debt.

The 2025 Repurchase Program has a total of $62.1 million remaining for future repurchases as of June 30, 2025, which may result in additional use of cash. During the three months ended June 30, 2025, the 2016 Repurchase Program was completed. During the three and six months ended June 30, 2025, we repurchased approximately 536,000 shares of our common stock under the repurchase programs at an average price of $29.24 per share for an aggregate purchase price of approximately $15.7 million. Refer to “Stock Repurchase Programs” under Note 16, *Employee Benefits and Share-Based Compensation*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

In November 2024, we completed a partial repurchase of $400.0 million aggregate principal amount of the 2025 Notes for approximately $391.0 million in cash. Refer to Note 11, *Convertible Senior Notes*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

In connection with the issuance of the 2029 Notes, in November 2024, we entered into convertible note hedge transactions and used approximately $40.3 million of the net proceeds from the offering to pay the cost of the convertible note hedges.

Based on our current business plan and backlog, we believe that our existing cash and cash equivalents, our anticipated cash flows from operations, cash generated from the exercise of employee stock options and purchases under our Employee Stock Purchase Plan ("ESPP"), along with the availability of funds under the Current Revolving Credit Facility will be sufficient to meet our cash needs for working capital, capital expenditures, potential acquisitions, outstanding debt, and other contractual obligations for at least the next twelve months. For periods beyond the next twelve months, we also anticipate that our net operating cash flows plus existing balances of cash and cash equivalents will suffice to fund the growth of our business.

Cash Flows

The following table summarizes, for the periods indicated, selected items in our Condensed Consolidated Statements of Cash Flows:

	Six Months Ended June 30,	
	2025	2024
	(In thousands)	
Net cash provided by (used in):		
Operating activities	$ 68,679	$ 108,653
Investing activities	(31,662)	(25,889)
Financing activities	(7,431)	(4,702)
Effect of exchange rate changes on cash and cash equivalents	3,300	(802)
Net increase in cash, cash equivalents, and restricted cash	$ 32,886	$ 77,260

Operating Activities

We expect cash from our operating activities to fluctuate in future periods as a result of a number of factors, including the timing of our billings and collections, our operating results, and the timing of other liability payments.

Net cash provided by operating activities was $68.7 million for the six months ended June 30, 2025, primarily consisting of operating inflows of $63.0 million and favorable working capital movements of $5.7 million. Operating inflows consisted of a net loss of $1.4 million, adjusted for non-cash items of $64.4 million, which consisted primarily of depreciation and amortization expense of $39.6 million and share-based compensation expense of $21.3 million. The favorable working capital was primarily due to a decrease in accounts receivable and unbilled receivables of $25.9 million primarily due to the timing of billings, shipments, and collections, an increase in deferred revenues of $15.1 million, due to the timing of billings and customers' installation schedules, and an increase in accounts payable of $10.7 million primarily due to an increase in inventory spend and timing of payments. These cash inflows were partially offset by an increase in inventories of $15.9 million to support production requirements, including advanced purchases of certain components, a decrease in accrued liabilities of $14.9 million primarily due a decrease in taxes payable, a decrease in accrued compensation of $8.6 million primarily due to a decrease in accrued employee bonuses and commissions, and a decrease in operating lease liabilities of $5.8 million.

Net cash provided by operating activities was $108.7 million for the six months ended June 30, 2024, primarily consisting of operating inflows of $52.4 million and favorable working capital movements of $56.3 million. Operating inflows consisted of a net loss of $11.9 million, adjusted for non-cash items of $64.3 million, which consisted primarily of depreciation and amortization expense of $42.1 million, share-based compensation expense of $18.7 million, and inventory write-down charges of $5.4 million. The favorable working capital was primarily due to an increase in deferred revenues of $22.1 million driven by an increase in billings, a decrease in inventories of $11.2 million resulting from inventory management initiatives, and a decrease in accounts receivable and unbilled receivables of $10.9 million driven by overall business activity and the timing of billings and collections.

Investing Activities

Net cash used in investing activities was $31.7 million for the six months ended June 30, 2025, which consisted of capital expenditures of $23.0 million for property and equipment and $8.7 million for external-use software development costs.

Net cash used in investing activities was $25.9 million for the six months ended June 30, 2024, which consisted of capital expenditures of $18.5 million for property and equipment and $7.4 million for external-use software development costs.

Financing Activities

Net cash used in financing activities was $7.4 million for the six months ended June 30, 2025, primarily due to $15.7 million paid for repurchases of shares of our common stock, partially offset by $8.3 million in proceeds from employee stock option exercises and ESPP purchases.

Net cash used in financing activities was $4.7 million for the six months ended June 30, 2024, primarily due to a net change in the customer funds balances of $11.6 million, partially offset by $8.1 million in proceeds from employee stock option exercises and ESPP purchases.

Contractual Obligations

There have been no significant changes during the six months ended June 30, 2025 to the contractual obligations disclosed in “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” set forth in Part II, Item 7, of our Annual Report on Form 10-K for the year ended December 31, 2024.

Contractual obligations as of June 30, 2025 were as follows:

	Payments Due By Period				
	Total	Remainder of 2025	2026-2027	2028-2029	2030 and thereafter
	(In thousands)				
Operating leases [1]	$ 47,273	$ 6,976	$ 25,238	$ 13,124	$ 1,935
Purchase obligations [2]	$ 139,203	111,370	27,811	22	—
Convertible senior notes [3]	$ 355,487	176,082	3,450	175,955	—
Total [4]	$ 541,963	$ 294,428	$ 56,499	$ 189,101	$ 1,935

(1) Commitments under operating leases relate primarily to leased office buildings, data centers, office equipment, and vehicles. Refer to Note 13, *Lessee Leases*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

(2) We purchase components from a variety of suppliers and use contract manufacturers to provide manufacturing services for our products. During the normal course of business, we issue purchase orders with estimates of our requirements several months ahead of the delivery dates. These amounts are associated with agreements that are enforceable and legally binding. The amounts under such contracts are included in the table above because we believe that cancellation of these contracts is unlikely and we expect to make future cash payments according to the contract terms or in similar amounts for similar materials.

(3) We issued the 2025 Notes in September 2020 that are due in September 2025 and issued the 2029 Notes in November 2024 that are due in December 2029. The obligations presented above include both principal and interest on these notes. Although these notes mature in 2025 and 2029, respectively, they may be converted into cash and shares of our common stock prior to maturity if certain conditions are met. Any conversion prior to maturity can result in repayment of the principal amounts sooner than the scheduled repayment as indicated in the table above. Refer to Note 11, *Convertible Senior Notes,* of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

(4) Refer to Note 14, *Commitments and Contingencies,* of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks related to fluctuations in foreign currency exchange rates and interest rates.

Foreign Currency Exchange Risk

We operate in foreign countries which expose us to market risk associated with foreign currency exchange rate fluctuations between the U.S. dollar and various foreign currencies, the most significant of which are the British Pound and the Euro. In order to manage foreign currency risk, at times we enter into foreign exchange forward contracts to mitigate risks associated with changes in spot exchange rates of mainly non-functional currency denominated assets or liabilities of our foreign subsidiaries. In general, the market risk related to these contracts is offset by corresponding gains and losses on the hedged transactions. By working only with major banks and closely monitoring current market conditions, we seek to limit the

risk that counterparties to these contracts may be unable to perform. We do not enter into derivative contracts for trading purposes. As of June 30, 2025, we did not have any outstanding foreign exchange forward contracts.

Interest Rate Fluctuation Risk

We are exposed to interest rate risk through our borrowing activities. As of June 30, 2025, there was no outstanding balance under the current Second A&R Credit Agreement. Refer to Note 10, *Debt and Credit Agreement,* of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

As of June 30, 2025, the net carrying amount under the 2025 Notes and the 2029 Notes was $174.8 million and $167.0 million, respectively. Although our convertible senior notes are based on a fixed rate, changes in interest rates could impact the fair value of such notes. As of June 30, 2025, the fair market value of the 2025 Notes and the 2029 Notes was $172.0 million and $154.6 million, respectively. Refer to Note 5, *Cash and Cash Equivalents and Fair Value of Financial Instruments*, and Note 11, *Convertible Senior Notes,* of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

We have used, and in the future we may use, interest rate swap agreements to protect against adverse fluctuations in interest rates by reducing our exposure to variability in cash flows relating to interest payments on a portion of our outstanding debt. We do not hold or issue any derivative financial instruments for speculative trading purposes. As of June 30, 2025, we did not have any outstanding interest rate swap agreements.

There were no significant changes in our market risk exposures during the six months ended June 30, 2025 as compared to the market risk exposures disclosed in "Quantitative and Qualitative Disclosures About Market Risk," set forth in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2024, filed with the SEC on February 27, 2025.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints and that management is required to apply its judgment in evaluating the benefits of possible controls and procedures relative to their costs.

Based on such evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of the end of the period covered by this report, that the information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Limitations on Effectiveness of Controls

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act). Our internal control system is designed to provide reasonable assurance regarding the preparation and fair presentation of financial statements for external purposes in accordance with U.S. generally accepted accounting principles. All internal control systems, no matter how well designed, have inherent limitations and can provide only reasonable assurance that the objectives of the internal control system are met.

Changes in Internal Control over Financial Reporting

There have been no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting during the three months ended June 30, 2025.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information set forth under "Legal Proceedings" in Note 14, *Commitments and Contingencies*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q is incorporated herein by reference.

ITEM 1A. RISK FACTORS

Other than the updates provided below, please refer to Part I - Item 1A. "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2024, which was filed with the SEC on February 27, 2025.

Failure to generate new sales and any reduction in the demand for or adoption of our medication management solutions, medication packaging systems, or related services would reduce our revenues.

A significant portion of domestic and international healthcare facilities still use traditional approaches to medication and/or supply management in some form that do not include fully automated methods of medication management. As a result, we must continuously educate existing and prospective customers about the potential advantages of our medication management solutions and medication packaging systems, which requires significant sales efforts and can cause longer sales cycles. Despite our significant efforts and extensive time commitments targeting sales to healthcare facilities, we cannot be assured that our efforts will result in sales to these customers.

In addition, our medication management solutions and our more complex automated packaging systems typically represent a sizable initial capital expenditure and potential time and labor commitment to implement for healthcare organizations. Changes in the budgets of these organizations and the timing of spending under these budgets, as well as customer labor shortages, can have a significant effect on the demand for our medication management solutions, medication packaging systems, and related services. Customer budgets are often supported by cash flows that can be negatively affected by declining investment income and influenced by limited resources, increased operational and financing costs, macroeconomic conditions, and conflicting spending priorities among different departments. Furthermore, in the current fluid tariff environment, the imposition of tariffs may raise the operating costs for healthcare organizations, which in turn could put increased pressure on their budgets or capital spending as well as impact the timing of their spending. Any decrease in expenditures or change in spending priorities by healthcare facilities or increased financing costs, including as a result of the impacts of public health crises, including pandemics, could decrease demand for our medication management solutions, medication packaging systems, and related services, and reduce our revenues.

Also, the continuing gradual transition to a value-based care healthcare delivery model could shift more of the burden of financial risk onto healthcare provider organizations and could decrease utilization of healthcare per patient. Value-based care could also cause a shift in sites of care from traditional venues, such as hospitals and clinics, to the home, and could impact our revenues.

Our international operations may subject us to additional risks that can adversely affect our business, operating results, cash flow, or financial condition.

We currently have operations outside of the United States, including sales efforts centered in Canada, Europe, the Middle East, and the Asia-Pacific regions, and supply chain efforts in Asia. We intend to continue to expand our international operations, particularly in certain markets that we view as strategic, including the Middle East. Our international operations subject us to a variety of risks, including:

- our reliance on distributors for the sale of our medication management solutions outside the United States, Canada, the UK, France, and Germany;
- the difficulty of managing an organization operating in various countries;
- reduced protection for intellectual property rights in certain jurisdictions;
- the imposition of, or adverse changes in, international laws and regulations, including privacy and security, labor, import, export, trade, environmental standards, product compliance, tax, anti-bribery, and employment laws;
- fluctuations in currency exchange rates and difficulties in repatriating funds from certain countries;
- additional investment, coordination, and lead-time necessary to successfully interface our automation solutions with the existing information systems of our customers or potential customers outside of the United States;

- political unrest, terrorism, other potential hostilities (such as the ongoing conflicts between Russia and Ukraine, Israel and Hamas, or future conflict between the United States and Iran), or threats of terrorism or potential hostilities (such as conflict between China and Taiwan), including in areas in which we have facilities or operations; and
- epidemics, pandemics, or other major public health crises.

If we are unable to anticipate and address these risks properly, our business, operating results, cash flow, or financial condition could be harmed.

Furthermore, changes in export or import regulation and other trade barriers (such as tariffs) and related uncertainties may have an adverse effect on our business, including cost increases for our raw materials or components (some which we have already seen), greater uncertainty and risk in our supply chain, or an inability to accurately forecast our margins.

The current political climate may be challenging for companies manufacturing goods outside of the U.S. For example, on April 2, 2025, the current U.S. administration imposed significant tariffs on a wide variety of products manufactured in virtually every foreign jurisdiction, which tariffs were subsequently paused for 90 days on April 10, 2025 and such tariffs were then expected to be reinstated on August 7, 2025. In addition, tariffs on all imports from China, which were 145% as of April 10, 2025, were subsequently paused for 90 days on May 14, 2025, with such tariff rates being 30% as of August 6, 2025. In response, several foreign countries have imposed reciprocal tariffs on goods manufactured in the United States. Furthermore, the current U.S. administration has also announced, as have other foreign governments, that it may implement other tariffs or increase existing tariffs.

In recent years, the U.S. government has advocated for greater restrictions on trade generally. We cannot predict what additional actions may ultimately be taken with respect to tariffs or trade relations between the United States and other countries (including China), what products may be subject to such actions, or what other actions may be taken by the other countries in retaliation, including implementing new or increasing reciprocal tariffs. These actions may change without warning, further exacerbating our inability to anticipate or react to such actions or to accurately forecast the resulting impacts. Although we continue to work to mitigate the impact of current or potential tariffs, there can be no assurance that we will be able to offset any increased costs or other adverse impacts. As a result, we may incorrectly anticipate outcomes, forgo or pass up business opportunities, or fail to appropriately adapt or manage our business strategies in response to these changes.

The adoption and expansion of trade restrictions, the occurrence of a trade war, other governmental action related to tariffs or trade agreements or policies, or the related uncertainties, has the potential to adversely impact our ability to do business outside of the United States as well as to adversely impact demand for our products or our supply chain and costs, which could, in turn, adversely affect our business, operating results, cash flow, or financial condition. In addition, certain of our competitors may be better positioned than us to withstand or react to tariffs or other restrictions on global trade and as a result, we may lose market share to such competitors.

Our products use raw materials and components that may be subject to price fluctuations, shortages, or interruptions of supply, and if we are unable to maintain supply sources for such raw materials and components, or if such sources fail to satisfy our supply requirements, in particular with regard to semiconductor chips, we may experience a loss of sales, increased component costs, and reduced profitability.

Factors that are largely beyond our control, such as the imposition of new, or increase of existing, tariffs, cost, quality, and availability of the raw materials and components utilized in the manufacture of our products, may affect the cost of such products, and we may not be able to pass those costs on to our customers. Our products use raw materials and components that may be subject to price fluctuations, shortages, or other disruptions of supply for many reasons outside of our control. In addition, we may be dependent upon a limited number of suppliers for certain components which may be unduly affected by supply chain disruptions. The cost, quality, and availability of these raw materials and components are essential to the successful manufacture and sale of our products. If we are unable to maintain supply sources of these raw materials and components, or if such sources fail to satisfy our supply requirements, we may lose sales and experience increased component costs.

We have developed and implemented strategies in an effort to mitigate the impact of price fluctuations, shortages, or other disruptions of supply, but these strategies, particularly in the event of a trade war or a prolonged inflationary environment, may only offset a portion of the adverse impact. We carry some inventory of critical components and are otherwise working to secure supplies necessary to ensure fulfillment of customer demand, but global shortages could result in our need to secure supplies at higher costs as well as manufacturing delays. Supply interruptions may result in increased component delivery lead times and increased costs to obtain components and as a result, the production of our products may be impacted. If we or our suppliers are unable to obtain components from third parties in the quantities and of the quality that we require, on a timely basis and at acceptable prices, we may not be able to deliver our products on a timely or cost-effective basis to our customers,

or it may lead to us delivering products that are of a lower quality that may result in increased repair and replacement costs, which could harm our business and reputation, operating results, cash flow, and financial condition. We have also seen a period of sustained price increases for commodities used in the manufacture of our products that may continue as demand increases, supply remains constrained or trade restrictions are adopted or expanded, which has resulted in, and may continue to result in, increased costs for Omnicell and thereby potentially lower profit margins. If the costs of these commodities increase or remain elevated, it could adversely affect our business, operating results, cash flow, or financial condition.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Issuer Purchases of Equity Securities

The following table summarizes repurchases of our common stock during the six months ended June 30, 2025:

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Programs [1]
	(In thousands, except per share data)			
January 1, 2025 - April 30, 2025	—	$ —	—	$ 2,717
May 1, 2025 - May 31, 2025	148	$ 29.61	148	$ 73,349
June 1, 2025 - June 30, 2025	388	$ 29.09	388	$ 62,076
Total	536	$ 29.24	536	$ 62,076

---

(1) On May 22, 2025, our Board of Directors authorized a new stock repurchase program (the “2025 Repurchase Program”), which does not expire, to repurchase up to $75.0 million of common stock. The 2025 Repurchase Program is in addition to the stock repurchase program authorized on August 2, 2016, which provides for the repurchase of up to $50.0 million of the Company’s common stock (the “2016 Repurchase Program”). As of December 31, 2024, the maximum dollar value of shares that may yet be purchased under the 2016 Repurchase Program was $2.7 million and during the three and six months ended June 30, 2025, the 2016 Repurchase Program was completed. As of June 30, 2025, the maximum dollar value of shares that may yet be purchased under the 2025 Repurchase Program was $62.1 million. The 2025 Repurchase Program does not obligate the Company to repurchase any specific number of shares, and the Company may terminate or suspend the 2025 Repurchase Program at any time.

Refer to “Stock Repurchase Programs” under Note 16, *Employee Benefits and Share-Based Compensation*, of the Notes to Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q for additional information.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

ITEM 5. OTHER INFORMATION

Securities Trading Plans of Directors and Officers

During the three months ended June 30, 2025, Corey J. Manley, the Company’s Executive Vice President and Chief Legal and Administrative Officer, adopted a new “Rule 10b5-1 trading arrangement” (as defined in Item 408(a) of Regulation S-K) on June 13, 2025, which is intended to satisfy the Rule 10b5-1(c) affirmative defense. Mr. Manley’s trading plan is effective from September 12, 2025 until the earlier of: (1) June 12, 2026; or (2) the date on which all of the transactions under the trading plan are completed. The trading plan is intended to let Mr. Manley sell up to 46,131 shares of common stock, which represents a combination of previously vested shares and gross amounts of shares that will vest over the duration of the plan (shares that will actually be sold under the plan are net of tax withholding). As of the date of this report, none of the shares were sold and no other adjustments were made to the trading plan during the current reporting period.

The trading plan described above was adopted and precleared in accordance with the Company’s Insider Trading Policy and actual sale transactions made pursuant to such trading plan will be disclosed publicly in future Section 16 filings with the SEC.

Other than as disclosed above, none of our other directors or officers adopted or terminated a "Rule 10b5-1 trading arrangement" or adopted or terminated a "non-Rule 10b5-1 trading arrangement" (as each term is defined in Item 408(a) of Regulation S-K) during the current reporting period.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Incorporated By Reference		
		Form	Exhibit	Filing Date
10.1*+	Omnicell, Inc. Executive Bonus Plan (amended and restated May 2025)			
10.2*+	Omnicell, Inc. Executive Severance Plan (amended and restated May 2025)			
10.3*+	Form of Global Restricted Stock Unit Notice and Form of Global Restricted Stock Unit Award Agreement for 2009 Equity Incentive Plan, as amended (May 2025)			
10.4*+	Form of Global Performance-Based Restricted Stock Unit Notice and Form of Global Performance-Based Restricted Stock Unit Award Agreement for 2009 Equity Incentive Plan, as amended (May 2025)			
10.5*	Separation Agreement dates June 5, 2025 by and between Omnicell, Inc. and Nchacha Etta	8-K	10.1	6/5/2025
10.6*	Omnicell, Inc. 2009 Equity Incentive Plan, as amended	S-8	99.1	6/18/2025
31.1+	Certification of Chief Executive Officer, as required by Rule 13a-14(a) or Rule 15d-14(a)			
31.2+	Certification of Chief Financial Officer, as required by Rule 13a-14(a) or Rule 15d-14(a)			
32.1+	Certification of Chief Executive Officer and Chief Financial Officer, as required by Rule 13a-14(b) or Rule 15d-14(b) and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350)			
101.INS+	Inline XBRL Instance Document - The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.			
101.SCH+	Inline XBRL Taxonomy Extension Schema Document			
101.CAL+	Inline XBRL Taxonomy Extension Calculation Linkbase Document			
101.DEF+	Inline XBRL Taxonomy Extension Definition Linkbase Document			
101.LAB+	Inline XBRL Taxonomy Extension Labels Linkbase Document			
101.PRE+	Inline XBRL Taxonomy Extension Presentation Linkbase Document			
104+	Cover Page Interactive Data File (formatted as inline XBRL with applicable taxonomy extension information contained in Exhibit 101).			

* Indicates a management contract, compensation plan, or arrangement.

+ Filed herewith.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

	OMNICELL, INC.	
Date: August 6, 2025	By:	/s/ Nchacha E. Etta
		Nchacha E. Etta
		Executive Vice President & Chief Financial Officer (principal financial officer and duly authorized officer)

Exhibit 10.1

OMNICELL, INC. EXECUTIVE BONUS PLAN

OBJECTIVES: The objectives of this Omnicell, Inc. Executive Bonus Plan ("Executive Bonus Plan"), effective for performance periods commencing on or after January 1, 2025, are to:

1) Drive earnings predictability and revenue growth;

2) Drive execution of operating plan and strategic objectives; and

3) Motivate and inspire Executives (as defined below) to contribute at peak performance levels.

ELIGIBILITY: Executive Officers (as that term is defined in Rule 3b-7 of the Securities Exchange Act of 1934, as amended) ("Executives") who are employed full-time by Omnicell, Inc. ("Omnicell") during the applicable performance period are eligible to participate in the Executive Bonus Plan; provided, however, that if an Executive is hired after the first day of the fourth quarter, or is no longer employed by Omnicell as of the last day of the fiscal year, the Executive will not be eligible to participate in the Executive Bonus Plan for such fiscal year.

BONUS FUNDING: The Executive Bonus Plan will fund based on the extent to which the Company achieves Corporate Financial Target(s) approved by the Compensation Committee of the Board of Directors (the "Committee") for the applicable performance period. The Corporate Financial Targets may have a threshold, target and maximum funding range set at the beginning of the applicable performance period that, upon attainment, will determine the percentage of funding for such performance period. Performance periods and the terms for such performance period may be set on an annual or quarterly basis or such other basis as determined by the Committee.

STRATEGIC GOALS: The Committee, at its discretion, may set strategic incentive goals, applied to each Executive or any subset thereof, and that may be utilized as a bonus influencer mechanism, reducing or increasing an Executive's actual cash bonus.

INCENTIVE TARGET: An Executive's Incentive Target will be established by the Committee and expressed as either a fixed dollar amount or a percentage of the Executive's base salary.

PAYMENT SCHEDULE AND FORM: An Executive's bonus under the Executive Bonus Plan will typically be paid on an annual basis after the Committee has determined the achievement level of the Corporate Financial Target(s) for the applicable performance period(s). The Committee may determine, at its discretion, whether the bonus for a particular performance period is paid in cash, equity or any combination thereof. Unless subject to a deferral election under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), any bonus payable under the Executive Bonus Plan shall be paid as soon as practicable following the conclusion of the applicable performance period, but in any event no later than two and a half months following the conclusion of the fiscal year in which the bonus was earned, and each payment under the Executive Bonus Plan will be treated as a separate payment for purposes of Section 409A of the Code.

BONUS COMPONENTS:

BONUS FUNDING: The Corporate Financial Target(s) are one or more targets set at the discretion of the Committee on either a quarterly or annual basis that are intended to drive the Company towards desired outcomes regarding overall corporate performance and may include metrics, including but not limited to: profitability; sales success; expense controls; operating income/expense/margins; or such other targets as identified by the Committee. The Corporate Financial Target(s) set by the Committee may include a threshold, target and maximum funding range. Actual results will be compared to the Corporate Financial Target(s) to determine the percentage of funding achieved. The funding ranges may include a threshold, target and maximum payout level that will typically range from 0% and 200% of the Executive's Incentive Target for the applicable performance period.

Strategic Goals(s): The Strategic Goals(s) are one or more goals set at the discretion and determination of the Committee for an applicable performance period that the Committee may utilize to enhance or drive desired performance to a particular strategic objective.

Incentive Payout: The Incentive Payout is based on Bonus Funding and achievement of goals tied to the corporate operating plan and Strategic Goals. This payout is achieved by meeting the quarterly and/or annual individual objectives as approved by the Committee.

DIRECTION AND ADMINISTRATION

- *The Committee may adjust the percentage weightings, including Bonus Funding or Individual Incentive Target, within the Executive Bonus Plan to redirect behavior based on changes in the economic environment, immediate needs of the Company, changes in long-term strategies and individual career growth and development throughout the fiscal year. The Committee may alter the incentive payout (including by eliminating the incentive payout) based on achievement of publicly announced targets, product milestones, strategic goals, cross functional teamwork and collaboration, unforeseen changes in the economy and/or geopolitical climate, and any other factors deemed relevant by the Committee.*
- *The Committee reserves the right to make changes to or terminate the Executive Bonus Plan at any time.*
- *Prior to payment, no award under the Executive Bonus Plan shall be transferable other than by will, the laws of descent and distribution. Any attempt to transfer or otherwise dispose of an award shall be null and void.*
- *The Company shall deduct from all payments made under the Executive Bonus Plan to an Executive (or, in the event of the Executive's death, to the Executive's beneficiary or estate, as applicable) any Federal, state or local taxes required by law to be withheld with respect to such payments; provided that participants shall retain ultimate responsibility for such taxes on such payments. Participants shall be solely responsible for all other taxes associated with the amounts payable under an award or the Executive Bonus Plan.*
- *This Executive Bonus Plan shall be unfunded and constitutes an unvested promise by the Company to make payments in accordance with the terms of the Executive Bonus Plan. The Company shall not have any obligation to establish any separate fund or trust or other segregation of assets to provide for payments under the Executive Bonus Plan. To the extent any person acquires any rights to receive payments hereunder from the Company, such rights shall be no greater than those of an unsecured creditor.*
- *The provisions of the Executive Bonus Plan shall not give any Executive any right to be retained in the employment of the Company. In the absence of any specific agreement to the contrary, the Executive Bonus Plan shall not affect any right of the Company, or of any affiliate of the Company, to terminate, with or without cause, any Executive's employment at any time. The Committee may pro rate the amount of any payment under the Executive Bonus Plan to reflect any partial period of service. The Executive Bonus Plan shall not replace any contract of employment between the Company and any Executive, but shall be considered a supplement thereto. The Executive Bonus Plan is in addition to, and not in lieu of, any other employee benefit plan or program in which any Executive may be or become eligible to participate by reason of employment with the Company.*
- *The Executive Bonus Plan and all rights and awards hereunder shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to principles of conflicts of laws.*
- *The amounts paid under this Executive Bonus Plan are subject to forfeiture, recovery by the Company or other action pursuant to the terms of the award or any clawback or recoupment policy which the Company may adopt from time to time, including without limitation the Omnicell, Inc. Policy on Recoupment of Incentive Compensation, or as otherwise required by law.*

Exhibit 10.2

OMNICELL, INC.
EXECUTIVE SEVERANCE PLAN

1.Purpose. Omnicell, Inc. (the "*Company*") considers it essential to the best interests of its stockholders to foster the continuous employment of key management personnel. The Compensation Committee of the Board of Directors of the Company (the "*Board*") recognizes, however, that, as is the case with many publicly held corporations, the possibility of an involuntary termination of employment, either before or after a Change in Control (as defined in Section 2 hereof), exists and that such possibility, and the uncertainty and questions which it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company and its stockholders. Therefore, the Compensation Committee of the Board has determined that the Omnicell, Inc. Executive Severance Plan (the "*Plan*") should be adopted to reinforce and encourage the continued attention and dedication of the Company's, and its subsidiaries, officers with the title of Senior Vice President or higher (each, a "*Covered Executive*" and collectively, the "*Covered Executives*") to their assigned duties without distraction. Nothing in this Plan shall be construed as creating an express or implied contract of employment and, except as otherwise agreed in writing between the Covered Executive and the Company, the Covered Executive shall not have any right to be retained in the employ of the Company. The Plan is not intended to be an "employee pension benefit plan" or "pension plan" within the meaning of Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*"). Rather the Plan is intended to be a "welfare benefit plan" within the meaning of Section 3(1) of ERISA and to meet the requirements of a "severance pay plan" within the meaning of regulations published by the Secretary of Labor at Title 29, Code of Federal Regulations, Section 2510.3-2(b), as well as a plan providing welfare benefits for a select group of management or highly compensated employees. Accordingly, no employee shall have a vested right to benefits paid by the Plan.

2.Definitions. The following terms shall be defined as set forth below:

(a)"*Base Salary*" shall mean the annual base salary in effect immediately prior to the Terminating Event; provided, however, that in the event the annual base salary has been reduced in a manner that would constitute Good Reason hereunder, "Base Salary" shall mean the annual base salary in effect immediately prior to such reduction.

(b)"*Bonus Plan*" means the Omnicell, Inc. Executive Bonus Plan or any successor thereto.

(c)"*Cause*" shall mean, with respect to a Covered Executive, the occurrence of any of the following events: (i) an intentional action or intentional failure to act by the Covered Executive that was performed in bad faith; (ii) the Covered Executive's intentional refusal or intentional failure to act in accordance with any lawful and proper direction or order of his or her superiors; (iii) the Covered Executive's habitual neglect of the duties of employment; (iv) the Covered Executive's indictment, charge, or conviction of a felony or any crime involving moral turpitude, or participation in any act of theft or dishonesty, regardless of whether such act has had or could reasonably be expected to have a material detrimental effect on the business of the Company or an affiliate; or (v) the Covered Executive's violation of any material provision of the Company's Employee Proprietary Information and Inventions Agreement or violation of any material provision of any other contract executed by the Company and Covered Executive or of any written policy or procedure of the Company or an affiliate that is applicable to the Covered Executive. Other than during the CIC Protection Period, the determination that a termination of the Covered Executive's employment is either for Cause or without Cause shall be made in good faith by the Company, in its sole discretion (and, for terminations during the CIC Protection Period, such determination shall be made in good faith and shall not be subject to any deference from any reviewing body).

(d)"*Change in Control*" has the meaning set forth in (i) the Omnicell, Inc. 2009 Equity Incentive Plan as of the effective date of the Plan, (ii) any prospectively modified Change in Control definition in the Omnicell Inc. 2009 Equity Incentive Plan, and (iii) any such definition stipulated in a successor equity plan to the Omnicell Inc. 2009 Equity Incentive Plan.

(e)"*CIC Protection Period*" shall mean the period beginning six months prior to the occurrence of a Change in Control and ending 24 months following the occurrence of a Change in Control.

(f) *"Code"* shall mean the Internal Revenue Code of 1986, as amended.

(g) *"Committee"* shall mean the Compensation Committee of the Board or such other committee appointed by such Board to assist the Company in making determinations required under the Plan in accordance with its terms. The Committee may delegate its authority under the Plan to an individual or another committee.

(h) *"Good Reason"* shall mean any of the following events:

(i)a material diminution in the Covered Executive's responsibilities, authority or duties; or

(ii)a reduction in the Covered Executive's Base Salary (excluding, prior to a Change in Control, across-the-board salary reductions similarly affecting all or substantially all management employees); or

(iii)the relocation of the Company offices at which the Covered Executive is principally employed to a new office location more than fifty (50) miles from such offices (but this clause (iii) shall not apply if the Covered Executive is assigned to a "remote" work location).

Notwithstanding the foregoing, a Covered Executive shall not have Good Reason to resign unless: (A) the Covered Executive notifies the Company in writing of the occurrence of the Good Reason condition within 30 days of the occurrence of such condition; (B) the Covered Executive cooperates in good faith with the Company's efforts, for a period not less than 30 days following such notice (the "Cure Period"), to remedy the condition; (C) notwithstanding such efforts, the Good Reason condition continues to exist following the Cure Period; and (D) the Covered Executive terminates his or her employment within 30 days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

(i) *"Plan Administrator"* shall mean the individual(s) appointed by the Committee to administer the terms of the Plan as set forth herein and if no individual is appointed by the Committee to serve as Plan Administrator for the Plan, the Plan Administrator shall be the Company's Chief People Officer. Notwithstanding the previous sentence, in the event the Plan Administrator is entitled to benefits under the Plan, the Committee or its delegate shall act as the Plan Administrator for purposes of administering the terms of the Plan with respect to the Plan Administrator. The Plan Administrator may delegate all or any portion of its authority under the Plan to any other person(s).

(j) *"Target Bonus"* shall mean the Covered Executive's target annual cash incentive bonus under the Bonus Plan (or, if the target incentive bonus is not expressed as an annual amount, the annualized amount of such target incentive bonus) immediately prior to the Terminating Event (or, if higher, such target incentive bonus immediately prior to the consummation of a Change in Control if the Terminating Event occurs during the CIC Protection Period).

(k) *"Terminating Event"* shall mean any of the following events: (i) termination by the Company of the employment of the Covered Executive for any reason other than for Cause, death or disability; or (ii) during the 24-month period following the occurrence of a Change in Control, the termination by the Covered Executive of his or her employment with the Company for Good Reason. Notwithstanding the foregoing, a Terminating Event shall not be deemed to have occurred herein solely as a result of the Covered Executive being an employee of any direct or indirect successor to the business or assets of the Company.

3. Termination Benefits. In the event a Terminating Event occurs with respect to a Covered Executive, the Company shall pay or provide to the Covered Executive any earned but unpaid Base Salary, unpaid expense reimbursements incurred in accordance with the Company's expense reimbursement policies, earned and payable (in accordance with the Bonus Plan) but unpaid cash incentive bonuses for periods ending prior to the date of the Terminating Event, accrued but unused vacation and any vested benefits the Covered Executive may be entitled to under any employee benefit plan of the Company within the time required by law but in no event

more than 90 days after the Terminating Event. Any equity awards shall be treated as specified in the applicable plan and award agreement.

(a)Additional Severance Benefits Upon Termination Other Than During CIC Protection Period. In the event that the Terminating Event occurs other than during the CIC Protection Period, then, subject to and contingent upon the Covered Executive's execution of separation agreement containing a general release of claims as provided by the Company and substantially in the form attached as Exhibit A (the "*Release*") by the Covered Executive and the expiration of any revocation period with respect to such Release within 60 days of the Terminating Event (or such shorter period of time as specified by the Company), the Company shall pay to the respective Covered Executive, subject to the terms and conditions set forth below, the benefits listed in the following chart:

Severance Benefits Upon Termination Other Than During CIC Protection Period:

Covered Executive	Severance Benefits
Chief Executive Officer or President Level	(i)Severance Payment: One-time cash payment equal to 1.5 times Base Salary plus 1.5 times Target Bonus; plus (ii)COBRA Premium Subsidy: Upon the Covered Executive's timely enrollment in COBRA, waiver of any COBRA premiums for the continuation of health, dental and vision coverage for 18 months (or, if earlier, upon the Covered Executive obtaining health coverage from a successor employer); plus (iii)Annual Bonus: Prorated payout of the bonus that would have been earned under the Bonus Plan, if any, for the year in which the Terminating Event occurs had the Covered Executive's employment continued until the end of the performance year, based on actual performance achieved by the Company only (and assumes that all individual annual executive goals assigned to the Covered Executive have been achieved) during the year, such proration to be determined by dividing the number of days the Covered Executive was employed by the Company during the performance year divided by the full number of days in the performance year ("*Annual Bonus*"); plus (iv)Outplacement Services: Executive Outplacement Services for a period of one year after the Terminating Event, provided that such services are commenced within 180 days after the Terminating Event.

Executive Vice President Level or Above (other than the Chief Executive Officer or President)	(i)Severance Payment: One-time cash payment equal to 1.0 times Base Salary plus 1.0 times Target Bonus; plus (ii)COBRA Premium Subsidy: Upon the Covered Executive's timely enrollment in COBRA, waiver of any COBRA premiums for the continuation of health, dental and vision coverage for 12 months (or, if earlier, upon the Covered Executive obtaining health coverage from a successor employer); plus (iii) Annual Bonus: Prorated payout of the bonus that would have been earned under the Bonus Plan, if any, for the year in which the Terminating Event occurs had the Covered Executive's employment continued until the end of the performance year, based on actual performance achieved by the Company only (and assumes that all individual annual executive goals assigned to the Covered Executive have been achieved) during the year, such proration to be determined by dividing the number of days the Covered Executive was employed by the Company during the performance year divided by the full number of days in the performance year; plus (iv)Outplacement Services: Executive Outplacement Services for a period of one year after the Terminating Event, provided that such services are commenced within 180 days after the Terminating Event.
Below Executive Vice President Level	Not Applicable; The Amended and Restated Omnicell, Inc. Severance Benefit Plan applies to employees below Executive Vice President Level.

The amounts set forth in the chart above (other than the Annual Bonus) shall be paid, subject to Section 10 and clause (b) below, to the respective Covered Executive in a lump sum on the 60th day after the Terminating Event occurs (or the Terminating Event occurs during the CIC Protection Period but prior to the consummation of the Change in Control, with five days following the consummation of the Change in Control, if later). The amount, if any, payable as an Annual Bonus shall be paid at the same time and in the same manner as bonuses are paid to Company employees generally, but in no event later than two and one-half months following the end of the fiscal year to which such Annual Bonus relates.

(b)Additional Severance Benefits Upon Termination During CIC Protection Period. In the event that the Terminating Event occurs during the CIC Protection Period, then, subject to and contingent upon the Covered Executive's execution of the Release by the Covered Executive and the expiration of any revocation period with respect to such Release within 60 days of the Terminating Event, the Company shall pay to the respective Covered Executive, subject to the terms and conditions set forth below, the benefits as listed in the following chart:

Severance Benefits Upon Termination During CIC Protection Period:

Covered Executive	Severance Benefits
Chief Executive Officer or President Level	(i)Severance Payment: One-time cash payment equal to 2.0 times Base Salary and 2.0 times Target Bonus; plus (ii)COBRA Premium Subsidy: One-time cash payment equal to 24 times the initial monthly COBRA premium for the equivalent value of the Covered Executive's continuation of health, dental and vision coverage for 24 months; plus (iii)Annual Bonus: Prorated Target Bonus under the Bonus Plan for the year in which the Terminating Event occurs, such proration to be determined by dividing the number of days the Covered Executive was employed by the Company during the performance year divided by the full number of days in the performance year; plus (iv)Outplacement Services: Executive Outplacement Services for a period of one year after the Terminating Event, provided that such services are commenced within 180 days after the Terminating Event; plus (v)Legal Fees: Reimbursement of reasonable and customary legal fees up to $15,000 incurred by the Covered Executive in connection with the Terminating Event.

Executive Vice President Level	(i)Severance Payment: One-time cash payment equal to 1.5 times Base Salary and 1.5 times Target Bonus; plus (ii)COBRA Premium Subsidy: One-time cash payment equal to 18 times the initial monthly COBRA premium for the equivalent value of the Covered Executive's continuation of health, dental and vision insurance coverage for 18 months; plus (iii)Annual Bonus: Prorated Target Bonus under the Bonus Plan for the year in which the Terminating Event occurs, such proration to be determined by dividing the number of days the Covered Executive was employed by the Company during the performance year divided by the full number of days in the performance year; plus (iv)Outplacement Services: Executive Outplacement Services for a period of one year after the Terminating Event, provided that such services are commenced within 180 days after the Terminating Event; plus (v)Legal Fees: Reimbursement of reasonable and customary legal fees up to $15,000 incurred by the Covered Executive in connection with the Terminating Event.
Senior Vice President Level	(i)Severance Payment: One-time cash payment equal to 1.0 times Base Salary and 1.0 times Target Bonus; plus (ii)COBRA Premium Subsidy: One-time cash payment equal to 12 times the initial monthly COBRA premium for the equivalent value of the Covered Executive's continuation of health, dental and vision insurance coverage for 12 months; plus (iii)Annual Bonus: Prorated Target Bonus under the Bonus Plan for the quarter in which the Terminating Event occurs, such proration to be determined by dividing the number of days the Covered Executive was employed by the Company during the performance year divided by the full number of days in the performance year; plus (iv)Outplacement Services: Executive Outplacement Services for a period of one year after the Terminating Event, provided that such services are commenced within 180 days after the Terminating Event; plus (i)Legal Fees: Reimbursement of reasonable and customary legal fees up to $15,000 incurred by the Covered Executive in connection with the Terminating Event.

The amounts set forth in the chart above (other than the reimbursement of legal fees) shall be paid, subject to Section 10, to the respective Covered Executive in a lump sum on the 60th day after the Terminating Event occurs; provided, however, in the event that a Covered Executive incurs a Terminating Event within six months prior to the occurrence of a Change in Control, then any additional amounts due pursuant to this Section 3(b) shall be paid, subject to Section 10, to the respective Covered Executive in a lump sum on the 60th day after the occurrence of the Change in Control. Any reimbursement of reasonable and customary legal fees shall be paid promptly after the Covered Executive provides documentation thereof, and in no event later than March 15 of the year following the year in which the Terminating Event occurs.

4. Additional Limitation.

(a) Anything in this Plan to the contrary notwithstanding, in the event that any compensation, payment or distribution by the Company to or for the benefit of the Covered Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise (the "Severance Payments"), would be subject to the excise tax imposed by Section 4999 of the Code, the following provisions shall apply:

(i) If the Severance Payments, reduced by the sum of (A) the Excise Tax (as defined below) and (B) the total of the Federal, state, and local income and employment taxes payable by the Covered Executive on the amount of the Severance Payments which are in excess of the Threshold Amount (as defined below), are greater than or equal to the Threshold Amount, the Covered Executive shall be entitled to the full benefits payable under this Plan.

(ii) If the Threshold Amount is less than (A) the Severance Payments, but greater than (B) the Severance Payments reduced by the sum of (1) the Excise Tax and (2) the total of the Federal, state, and local income and employment taxes on the amount of the Severance Payments which are in excess of the Threshold Amount, then the benefits payable under this Plan shall be reduced (but not below zero) to the extent necessary so that the sum of all Severance Payments shall not exceed the Threshold Amount. In such event, the Severance Payments shall be reduced in the following order: (1) cash payments not subject to Section 409A of the Code; (2) cash payments subject to Section 409A of the Code; (3) equity-based payments and acceleration; and (4) non-cash forms of benefits. To the extent any payment is to be made over time (e.g., in installments, etc.), then the payments shall be reduced in reverse chronological order.

(b) For the purposes of this Section 4, "*Threshold Amount*" shall mean three times the Covered Executive's "base amount" within the meaning of Section 280G(b)(3) of the Code and the regulations promulgated thereunder less $1.00; and "*Excise Tax*" shall mean the excise tax imposed by Section 4999 of the Code, and any interest or penalties incurred by the Covered Executive with respect to such excise tax.

(c) The determination as to which of the alternative provisions of Section 4(a) shall apply to the Covered Executive shall be made by a nationally recognized accounting firm selected by the Company (the "*Accounting Firm*"), which shall provide detailed supporting calculations both to the Company and the Covered Executive within 15 business days of the Terminating Event, if applicable, or at such earlier time as is reasonably requested by the Company or the Covered Executive. For purposes of determining which of the alternative provisions of Section 4(a) shall apply, the Covered Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in the state and locality of the Covered Executive's residence on the Terminating Event, net of the maximum reduction in federal income taxes which could be obtained from deduction of such state and local taxes. Any

determination by the Accounting Firm shall be binding upon the Company and the Covered Executive.

5. Withholding. All payments made by the Company under this Plan shall be net of any tax or other amounts required to be withheld by the Company under applicable law.

6. Plan Administrator.

(a) It shall be the duty of the Plan Administrator, on the basis of information supplied to it by the Company and the Committee, to properly administer the Plan. The Plan Administrator shall have the full power, authority and discretion to construe, interpret and administer the Plan, to make factual determinations, to correct deficiencies therein, and to supply omissions. All decisions, actions and interpretations of the Plan Administrator shall be final, binding and conclusive upon the parties, subject only to determinations by the Named Appeals Fiduciary (as defined in Section 9), with respect to denied claims for benefits. The Plan Administrator may adopt such rules and regulations and may make such decisions as it deems necessary or desirable for the proper administration of the Plan.

(b) The Plan Administrator shall receive no compensation for services as such. However, all reasonable expenses of the Plan Administrator shall be paid or reimbursed by the Company upon proper documentation. The Plan Administrator shall be indemnified by the Company against personal liability for actions taken in good faith in the discharge of the Plan Administrator’s duties.

(c) The Plan Administrator shall keep a copy of all records relating to the payment of benefits to Covered Executives and former Covered Executives and all other records necessary for the proper operation of the Plan. All Plan records shall be made available to the Committee, the Company and to each Covered Executive for examination during business hours except that a Covered Executive shall examine only such records as pertain exclusively to the examining Covered Executive and to the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by ERISA and every other relevant statute, each as amended, and all regulations thereunder.

7. Discretion. Any decisions, actions or interpretations to be made under the Plan by the Company shall be made in its sole discretion, not in any fiduciary capacity and need not be uniformly applied to similarly situated individuals and such decisions, actions or interpretations taken in good faith shall be final, binding and conclusive upon all parties. As a condition of participating in the Plan, the Covered Executive acknowledges that all decisions and determinations of the Company shall be final and binding on the Covered Executive, his or her beneficiaries and any other person having or claiming an interest under the Plan on his or her behalf.

8. Payment. Payment of benefits to Covered Executives hereunder shall be from the Company’s general assets.

9.Claims Procedures.

(a)Claim. Each Covered Executive under this Plan may contest only the administration of the benefits awarded by completing and filing with the Plan Administrator a written request for review in the manner specified by the Plan Administrator. No appeal is permissible as to a Covered Executive's eligibility for or the amount of benefits, which are decisions made solely within the discretion of the Company. No person may bring an action for any alleged wrongful denial of Plan benefits in a court of law unless the claims procedures described in this Section 9 are exhausted and a final determination is made by the Plan Administrator and/or the Named Appeals Fiduciary. If a Covered Executive or other interested person challenges a decision by the Plan Administrator and/or Named Appeals Fiduciary, a review by the court of law will be limited to the facts, evidence and issues presented to the Plan Administrator during the claims procedure set forth in this Section 9. Facts and evidence that become known to the terminated Covered Executive or other interested person after having exhausted the claims procedure must be brought to the attention of the Plan Administrator for reconsideration. Issues not raised with the Plan Administrator and/or Named Appeals Fiduciary will be deemed waived.

(b)Initial Claim. Before the date on which payment of benefits commence, each such application must be supported by such information as the Plan Administrator deems relevant and appropriate. In the event that any claim relating to the administration of benefits is denied in whole or in part, the Covered Executive or his or her beneficiary ("*claimant*") whose claim has been so denied shall be notified of such denial in writing by the Plan Administrator within 90 days after the receipt of the claim for benefits. This period may be extended an additional 90 days if the Plan Administrator determines such extension is necessary and the Plan Administrator provides notice of extension to the claimant prior to the end of the initial 90-day period. The notice advising of the denial shall specify the following: (i) the reason or reasons for denial, (ii) make specific reference to the Plan provisions on which the determination was based, (iii) describe any additional material or information necessary for the claimant to perfect the claim (explaining why such material or information is needed), and (iv) describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review. If it is determined that payment is to be made, any such payment shall be made within ninety (90) days after the date by which notification is required.

(c)Appeals of Denied Administrative Claims. All appeals shall be made by the following procedure:

(i)A claimant whose claim has been denied shall file with the Plan Administrator a notice of appeal of the denial. Such notice shall be filed within 60 calendar days after notification by the Plan Administrator of the denial of a claim, shall be made in writing, and shall set forth all of the facts upon which the appeal is based. Appeals not timely filed shall be barred.

(ii)The Named Appeals Fiduciary shall consider the merits of the claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Named Appeals Fiduciary shall deem relevant.

(iii)The Named Appeals Fiduciary shall render a determination upon the appealed claim which determination shall be accompanied by a written statement as to the reasons therefore. The determination shall be made to the claimant within 60 days after the claimant's request for review, unless the Names Appeals Fiduciary determines that special circumstances requires an extension of time for processing the claim. In such case, the Named Appeals Fiduciary shall notify the claimant of the need for an extension of time to render its decision prior to the end of the initial 60-day period, and the Named Appeals Fiduciary shall have an additional 60-day period to make its determination. The determination so rendered shall be binding upon all parties. If the determination is adverse to the claimant, the notice shall provide (i) the reason or reasons for denial, (ii) make specific reference to the Plan provisions on which the determination was based, (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to a the claimant's claim for benefits, and (iv) state that the claimant has the right to bring an action under ERISA Section 502(a). If the final determination is that payment shall be made, then any such payment shall be made within 90 days after the date by which notification of the final determination is required.

(d)Appointment of the Named Appeals Fiduciary. The Named Appeals Fiduciary shall be the person or persons named as such by the Committee, or, if no such person or persons be named, then the person or persons named by the Plan Administrator as the Named Appeals Fiduciary. Named Appeals Fiduciaries may at any time be removed by the Committee, and any Named Appeals Fiduciary named by the Plan Administrator may be removed by the Plan Administrator or the Committee. All such removals may be with or without cause and shall be effective on the date stated in the notice of removal. The Named Appeals Fiduciary shall be a "Named Fiduciary" within the meaning of ERISA, and unless appointed to other fiduciary responsibilities, shall have no authority, responsibility, or liability with respect to any matter other than the proper discharge of the functions of the Named Appeals Fiduciary as set forth herein.

(e)Arbitration; Expenses. In the event of any dispute under the provisions of this Plan, other than a dispute in which the primary relief sought is an equitable remedy such as an injunction, the parties shall have the dispute, controversy or claim settled by arbitration in Dallas, Texas (or such other location as may be mutually agreed upon by the Company and the Covered Executive) in accordance with the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association, before a panel of three arbitrators, two of whom shall be selected by the Company and the Covered Executive, respectively, and the third of whom shall be selected by the other two arbitrators. Any award entered by the arbitrators shall be final, binding and non-appealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrators shall have no authority to modify any provision of this Plan or to award a remedy for a dispute involving this Plan other than a benefit

specifically provided under or by virtue of the Plan. If the Covered Executive substantially prevails on any material issue, which is the subject of such arbitration or lawsuit, the Company shall be responsible for all of the fees of the American Arbitration Association and the arbitrators and any expenses relating to the conduct of the arbitration (including the Company's and Covered Executive's reasonable attorneys' fees and expenses); in this event, any such fees and expenses are limited to those typically incurred in the usual course of arbitration proceedings and shall not be negotiable or determinable by the Covered Executive, and payment to the Covered Executive of such amounts shall occur within 90 days after the date of entry of judgment (entered in accordance with applicable law in any court of competent jurisdiction) of the final, binding and non-appealable arbitration settlement. Otherwise, each party shall be responsible for its own expenses relating to the conduct of the arbitration (including reasonable attorneys' fees and expenses) and shall share the fees of the American Arbitration Association.

10.Section 409A.

(a)Anything in this Plan to the contrary notwithstanding, if at the time of the Covered Executive's "separation from service" within the meaning of Section 409A of the Code, the Company determines that the Covered Executive is a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Covered Executive becomes entitled to under this Plan would be considered deferred compensation subject to the 20 percent additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (A) six months and one day after the Covered Executive's separation from service, or (B) the Covered Executive's death.

(b)The parties intend that this Plan will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Plan is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The Plan is intended to provide certain benefits that meet the requirements of the "short-term deferral" exception, the "separation pay" exception and other exceptions under Code Section 409A and the regulations promulgated thereunder. For purposes of Code Section 409A, each payment hereunder shall be considered a separate payment.

(c)The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d)The Company makes no representation or warranty and shall have no liability to the Covered Executive or any other person if any provisions of this Plan are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

11. Notice and Date of Termination.

(a) Notice of Termination. After the occurrence of a Terminating Event, such event shall be communicated by written Notice of Termination from the Company to the Covered Executive or vice versa in accordance with this Section 11. For purposes of this Plan, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Plan relied upon and the Date of Termination.

(b) Date of Termination. "*Date of Termination*," with respect to any purported termination of a Covered Executive's employment, shall mean the date specified in the Notice of Termination.

(c) Notice to the Company. Covered Executive will send all communications to the Company relating to this Plan, in writing, addressed as follows, subject to change when notified by the Company:

Omnicell, Inc.
ATTN: Chief People Officer, Human Resources
4220 North Freeway
Fort Worth, TX 76137

(d) Notice to the Covered Executive. Company will send all communications to the Covered Executive, relating to this Plan, in writing, addressed to the Covered Executive at the last address the Covered Executive has filed in writing with the Company.

12. No Mitigation. The Covered Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Covered Executive by the Company under this Plan. Further, except as provided in Section 3(a) with respect to COBRA-related benefits, the amount of any payment provided for in this Plan shall not be reduced by any compensation earned by the Covered Executive as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Covered Executive to the Company, or otherwise.

13. Benefits and Burdens. This Plan shall inure to the benefit of and be binding upon the Company and the Covered Executives, their respective successors, executors, administrators, heirs and permitted assigns. In the event of a Covered Executive's death after a Terminating Event but prior to the completion by the Company of all payments due him or her under this Plan, the Company shall continue such payments to the Covered Executive's beneficiary designated in writing to the Company prior to his or her death (or to his or her estate, if the Covered Executive fails to make such designation).

14. Enforceability. If any portion or provision of this Plan shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Plan, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Plan shall be valid and enforceable to the fullest extent permitted by law.

15.Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Plan, or the waiver by any party of any breach of this Plan, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

16.Notices. Any notices, requests, demands, and other communications provided for by this Plan shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid, to a Covered Executive at the last address the Covered Executive has filed in writing with the Company, or to the Company at their main office, attention of the Board of Directors.

17.Effect on Other Plans. Nothing in this Plan shall be construed to limit the rights of the Covered Executives under the Company benefit plans, programs or policies; provided that if a Covered Executive is entitled to receive severance benefits under any employment or similar agreement or the Amended and Restated Omnicell, Inc. Severance Benefit Plan (or any successor thereto), the benefits hereunder shall be in lieu of (and not in addition to) any severance benefits thereunder (including, without limitation, under any Change of Control Agreement or Change in Control Severance Letter); provided, however, that if such other plan or agreement specifies a time and form of payment of any severance benefits, then to the extent required to comply with Code Section 409A, the severance benefits provided for under this Plan shall be paid in the time and form specified under such other plan or agreement.

18.Unfunded Plan. The Plan shall not be funded. No Covered Executive shall have any right to, or interest in, any assets of the Company that may be applied by the Company to the payment of benefits hereunder.

19.Amendment or Termination of Plan. The Company may amend or terminate this Plan by action of the Board or the Committee at any time or from time to time provided, however, that this Plan may not be terminated, suspended or amended in any material respect during the period beginning 60 days prior to a Change in Control and ending two years after a Change in Control. No amendment shall give the Company the right to recover any amount paid to a Covered Executive prior to the date of such amendment or to cause the cessation of any benefits already approved for a Covered Executive who has executed a Release. Any amendment or termination of the Plan must comply with all applicable legal requirements including, without limitation, compliance with Code Section 409A and the regulations and rulings promulgated thereunder, securities, tax, or other laws, rules regulations or regulatory interpretation thereof, applicable to the Plan. The Plan shall continue in full force and effect until termination of the Plan pursuant to this Section 19; provided, however, that after the termination of the Plan, if any Covered Executive terminated employment on account of a Terminating Event prior to the termination of the Plan and is still receiving benefits under the Plan, the Plan shall remain in effect until all of the obligations of the Company are satisfied with respect to such Covered Executive.

20.Legal Fees. If a Covered Executive's Terminating Event occurs during the CIC Protection Period, the Company will pay to the Covered Executive all reasonable and customary legal fees and expenses incurred by the Covered Executive in disputing in good faith any issue hereunder relating to the termination of the Covered Executive's employment, in seeking in good faith to obtain or enforce any benefit or right provided by this Plan or in connection with any tax audit or proceeding to the extent attributable to the application of Section 280G or 4999 of the Code to any payment or benefit provided hereunder. Such payments will be made within fifteen (15) business days after delivery of the Covered Executive's written requests for payment accompanied with such evidence of fees and expenses incurred as the Company reasonably may require, and in all events in compliance with the requirements for expense reimbursements under Section 409A of the Code. The Covered Executive's reimbursement rights described in this Section 20 will remain in effect for the life of the Covered Executive; provided, however, that, in order for the Covered Executive to be entitled to reimbursement hereunder, the Covered Executive must submit the written reimbursement request described above within 180 days following the date upon which the applicable fee or expense is incurred. This Section 20 applies in addition to, and not in lieu of, any payments of legal fees pursuant to Section 3.

21.Governing Law. This Plan shall be construed under and be governed in all respects by the laws of the State of Texas, except to the extent preempted by ERISA.

22.Obligations of Successors. Any successor to the Company shall assume the obligations under this Plan and expressly agrees to perform the obligations under this Plan.

23.Clawback/Recoupment. Benefits under this Plan are subject to the Company's clawback and/or recoupment policies as in effect from time to time.

Exhibit A

[Date]

[Omnicell SVP Name]
[Address]

Re: Separation Agreement

Dear [Employee]:

This separation agreement (the "**Agreement**") is required as a condition to your receipt of benefits under the Omnicell, Inc. (the "**Company**") Executive Severance Plan (the "**Plan**"). Capitalized terms not defined herein have the meanings specified in the Plan.

1.Separation. Your employment termination date with the Company was [INSERT DATE] (the "**Separation Date**").

2.Severance Benefits[1]. If you timely sign this Agreement, allow it to become effective, and comply with your obligations under it (collectively, the "**Severance Preconditions**"), then you will receive as your sole severance benefits the benefits specified in Section 3 of the Plan, subject to the terms and conditions of the Plan.

3.Equity. Vesting of your Equity awards (other than stock options) granted as of the Separation Date under the terms of the Company's current Equity Incentive Plan will continue for one year after the Separation Date; provided that to the extent required by Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), for awards designed to be exempt from or comply with Section 409A of the Code, to the extent required to continue to be exempt or maintain compliance with Section 409A of the Code, you shall receive vesting credit of one year and such awards shall [continue to vest for the one year period following][2] the Separation Date and shall be settled in accordance with the terms of the underlying award agreements in order to maintain such exemption or compliance with Section 409A of the Code. In addition, with respect to any stock options granted to you under the Company's current Equity Incentive Plan that are vested and outstanding as of the Separation Date, you shall be permitted to exercise such stock options for the one-year period following the Separation Date (not to exceed the maximum initial term of the applicable stock option). Except as specifically modified hereby, your equity awards will remain subject to the Company's current Equity Incentive Plan and the applicable grant documentation in all respects. For the avoidance of doubt, you acknowledge you shall not be eligible for an annual equity grant with respect to [YEAR of Separation Date].

[1] Note: Supplemental release will be required if the Agreement is signed by the employee before the Separation Date and must become effective without revocation before payment of any severance benefits.

[2] Note: To be updated as needed to ensure compliance with Section 409A of the Code.

4.Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement, you have not earned and will not receive from the Company any additional compensation (including base salary, bonus, incentive compensation, or equity), severance, or benefits before or after the Separation Date, with the exception of any vested right you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account) or any vested stock options, your severance benefits specified in Section 3 of the Plan, and any executive benefits under the current Executive Benefits Program to which you are entitled.

5.Expense Reimbursements. You agree that, within thirty (30) days after the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice.

6.Release of Claims.

(a)General Release of Claims. In exchange for the consideration provided to you under this Agreement to which you would not otherwise be entitled, you hereby generally and completely release the Company, and its affiliated, related, parent and subsidiary entities, and its and their current and former directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, insurers, affiliates, and assigns from any and all claims, liabilities, demands, causes of action, and obligations, both known and unknown, arising from or in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date you sign this Agreement.

(b)Scope of Release. This general release includes, but is not limited to: (a) all claims arising from or in any way related to your employment with the Company or the termination of that employment; (b) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other ownership, equity, or profits interests in the Company; (c) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (d) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (e) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act ("**ADEA**"), the Older Workers Benefit Protection Act, [the California Labor Code (as amended), the California Family Rights Act, and the California Fair Employment and Housing Act (as amended)], [OR the Pennsylvania Human Relations Act (as amended), the Pennsylvania Wage Payment and Collection Law (as amended), and the Pennsylvania Whistleblower Law (as amended)] [OR the Florida Civil Rights Act (as amended), and the Florida Whistleblower Protection Act (as amended)] [OR the North Carolina Equal Employment Practices Act (as amended), the North Carolina Persons with Disabilities Protection Act (as amended), and the North Carolina Retaliatory Employment Discrimination Act (as amended)] [OR the Texas Human Rights Act, the Texas Anti-Retaliation Act, and the Texas Labor Code, Chapter 21] [OR any claim under any state's human rights act, wage payment act, civil rights laws, or similar laws; any law governing any aspect of employment, and any amendments thereto (except for claims for workers' compensation and unemployment insurance benefits); any claim under any municipal, state, or federal common law, statute, regulation or ordinance] (collectively, "Claims").[3]

[3] Note: To be updated as needed based on the employee's state of residence.

(c)ADEA Release. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA (the "**ADEA Waiver**"), and that the consideration given for the ADEA Waiver is in addition to anything of value to which you are already entitled. You further acknowledge that you have been advised, as required by the ADEA, that: (i) your ADEA Waiver does not apply to any rights or claims that may arise after the date that you sign this Agreement; (ii) you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so); (iii) you have twenty-one (21) days to consider this Agreement (although you may choose voluntarily to sign it earlier); (iv) you have seven (7) days following the date you sign this Agreement to revoke the ADEA Waiver (by providing written notice of your revocation to the Foundation's Director of Human Resources); and (v) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after the date that this Agreement is signed by you provided that you do not revoke it (the "**Effective Date"**).

(d)Section 1542 Waiver.[4] In giving the release herein, which includes claims which may be unknown to you at present, you acknowledge that you have read and understand Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

You hereby expressly waive and relinquish all rights and benefits under that section and any law of any other jurisdiction of similar effect with respect to your release of claims herein, including but not limited to your release of unknown claims.

(e)Exceptions. Notwithstanding the foregoing, you are not releasing the Company hereby from: (i) any obligation to indemnify you pursuant to the Articles and Bylaws of the Company, any corporate governance document or contract, or otherwise, or any valid fully executed indemnification agreement with the Company, applicable law, or applicable directors and officer's liability and/or employment practices liability and/or errors and omissions insurance; (ii) your rights in and to your Company equity, including, without limitation, your right to exercise, hold, and sell your Company equity (subject to the terms of the Equity Documents, as modified by this Agreement); (iii) any claims that cannot be waived by law; or (iii) any claims for breach of this Agreement and your rights to enforce this Agreement; (v) your right to receive benefits required to be provided in accordance with applicable law, including without limitation, continued health coverage under COBRA; or (vi) claims that arise after you execute this Agreement. You further understand that nothing in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission ("**Government Agencies**"). You further understand this Agreement does not limit your ability to communicate with any Government Agencies or otherwise testify, assist, or participate in any investigation, hearing, or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. While this Agreement does not limit your right to receive an award for information provided to the Securities and Exchange Commission, you understand and agree that, to maximum extent permitted by law, you are otherwise waiving any and all rights you may have to individual relief based on any claims that you have released and any rights you have waived by signing this Agreement. Further, nothing in this Agreement shall be construed to prohibit you from engaging in protected concerted activity under the National Labor Relations Act for the purpose of collective bargaining or other mutual aid or protection, including,

[4] Note: Can be removed if employee does not reside in California

without limitation, (i) making disclosures concerning this Agreement in aid of such concerted activities, (ii) filing unfair labor practice charges, (iii) assisting others who are filing such charges, and (iv) cooperating with the investigative process of the National Labor Relations Board or other Government Agencies.

7.Return of Company Property. You agree that, within ten (10) days from the Separation Date, or earlier if requested by the Company, you will return to the Company all Company documents (and all copies thereof) and other Company property in your possession or control, including, but not limited to, Company files, notes, drawings, records, plans, forecasts, reports, studies, analyses, proposals, agreements, drafts, financial and operational information, research and development information, sales and marketing information, customer lists, prospect information, pipeline reports, sales reports, personnel information, specifications, code, software, databases, computer-recorded information, tangible property and equipment (including, but not limited to, computing and electronic devices, mobile telephones, servers), credit cards, entry cards, identification badges and keys; and any materials of any kind which contain or embody any proprietary or confidential information of the Company (and all reproductions or embodiments thereof in whole or in part). You agree that you will make a diligent search to locate any such documents, property and information by the close of business on the Separation Date or as soon as possible thereafter. If you have used any personally owned computer or other electronic device, server, or e-mail system to receive, store, review, prepare or transmit any Company confidential or proprietary data, materials or information, within five (5) days after the Separation Date, you shall provide the Company with a computer-useable copy of such information and then permanently delete and expunge such Company confidential or proprietary information from those systems; and you agree to provide the Company access to your system as requested to verify that the necessary copying and/or deletion is completed. Non-compliance with the return of information and information deletion requirements of this paragraph would be a material breach of this Agreement and your timely compliance with this paragraph is a condition to your receipt of the severance benefits provided under this Agreement**.**

8.Confidential Information Obligations. You acknowledge and reaffirm your continuing obligations under your Employee Proprietary Information and Inventions Agreement ("**EPIIA**") such that you will hold any confidential and proprietary information in in the strictest of confidence and will take reasonable efforts to protect such Confidential Information from disclosure except when required to disclose such information by law. If you have any questions regarding which information would be considered by the Company to be information subject to these obligations, you agree to contact the Sr Director People Strategist immediately.

As used in this Agreement, "**Confidential Information**" means: (1) information of the Company, to the extent not considered a Trade Secret under applicable law, that: (i) relates to the business of the Company; (ii) possesses an element of value to the Company; (iii) is not generally known to the Company's Competitors; and (iv) would damage the Company if disclosed; or (2) information of any third party provided to the Company that the Company is obligated to treat as confidential (such third party to be referred to as the "**Third Party**"), including, but not limited to, information provided to the Company by its licensors, suppliers, or Customers. Subject to the foregoing general definition, Confidential Information includes, but is not limited to: (a) business plans; (b) the composition, description, or characteristics of current or contemplated products of the Company; (c) pricing information, such as price lists; (d) proprietary software and reports derived from said software; (e) advertising or marketing plans; (f) information regarding independent contractors, employees, licensors, suppliers, customers, or any Third Party, including, but not limited to customer lists compiled by the Company, and customer or market information compiled by the Company; and (g) information concerning the Company's financial structure or condition, the Company's prospects or plans, its marketing and sales programs, the Company's research and development information, the Company's contemplated or actual mergers and acquisitions, stock splits and divestitures, and its methods and procedures of operation. Confidential Information shall not include any information that: (x) is or becomes generally available to the public other than as a result of an unauthorized disclosure; (y) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party; or (z) otherwise enters the public domain through lawful means.

9.General Disclaimer Language. Nothing in this Agreement is intended to prevent you from exercising your rights under Section 7 of the National Labor Relations Act, including the right to participate in or assist with a case before the National Labor Relations Board and communicate with coworkers or third parties about terms and conditions of employment or labor disputes, when the communication is not so disloyal, reckless, or maliciously untrue as to lose the protection of the law.

10.Confidentiality.[5] The parties understand and agree that the terms and conditions of this Agreement shall remain confidential and shall not be disclosed, except as may be necessary to effectuate its terms. Any disclosure in violation of this Section shall be deemed a material breach of this Agreement. Notwithstanding the above, this confidentiality provision does not prevent or restrict you from enforcing your Section 7 rights under the National Labor Relations Act, participating in Section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of severance pay under this Agreement) or other otherwise cooperating with the National Labor Relation Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court. Notwithstanding the above, you agree to keep the amount of severance pay provided under this Agreement strictly confidential unless compelled to disclose the amount pursuant to any legal or administrative proceedings. You, however, may disclose the amount of severance to your spouse, attorney, and tax or financial advisors, after first informing them of this confidentiality requirement. The parties believe this confidentiality provision is reasonable and intend to comply with it.

[5] Note: To be deleted for participants who are NEOs.

11.Non-Competition. During the term of your employment with the Company, and for twelve (12) months after your Separation Date (the "**Restricted Period**"), you will not, except as authorized by the Company, perform the same or similar tasks that you performed on behalf of the Company during your last twelve (12) months of employment in the territory assigned to you in the last twelve (12) months of your employment with the Company (the "**Restricted Territory**"). This provision shall be limited to performing such tasks on behalf of a Competitor. This provision shall also be limited to performing tasks only in the area(s) of the Business in which you worked or for which you had responsibility during your last twelve (12) months of employment with the Company. [NOTE: See comment on Covenants below.][6]

As used in this Agreement, "**Business**" means the development, manufacture, sale, or marketing of manufactures automated systems for medication management in hospitals and other healthcare settings, and medication adherence packaging and patient engagement software used by retail pharmacies. "**Competitor**" means Becton, Dickinson and Company, RedSail Technologies, LLC, and CPS Solutions, Inc., and any of their subsidiaries and affiliates.

12.Non-Solicitation of Customers. During the Restricted Period, you will not directly or indirectly solicit any Customer of the Company for the purpose of selling or providing any products or services competitive with those offered by the Company. The restrictions set forth in this Section apply only to Customers during the last twelve (12) months of your employment with the Company (i) with whom you dealt on behalf of the Company; (ii) whose dealings with the Company were coordinated or supervised by you; (iii) about whom you obtained Trade Secrets or Confidential Information in the ordinary course of business as a result of your work performed on behalf of the Company; or (iv) who purchases products or services from the Company, the sale or provision of which directly results or resulted in compensation, commissions, or earnings for you. Nothing in this Section shall be construed to prohibit you from soliciting: (a) a Customer that has terminated its business relationship with the Company (for reasons other than being solicited or encouraged by you to do so); (b) a product line or service line competitive with one that the Company no longer offers; or (c) a product line or service line with which you had no involvement while working for the Company and about which you did not learn Confidential Information.

As used in this Agreement, "**Customer**" means any person or entity to whom the Company has sold its products or services, directly solicited to sell its products or services, or cultivated a relationship intended to increase the sales of the Company's products or services in the previous twelve (12) months. Subject to the foregoing definition, Customers can include wholesalers, retail entities, hospitals, and medical practices.

13.Non-Recruit of Employees. During the Restricted Period, you will not, directly or indirectly, solicit, recruit or induce any of the Company's employees or exclusive consultants to leave their employment, or take away employees or exclusive consultants of the Company, either yourself or for any other person or entity engaged in the Business. Notwithstanding the foregoing, in no event shall a generalized solicitation constitute a violation of this Section unless targeted at Company employees or exclusive consultants.

[6] Note: Covenants to be revised as necessary to comply with applicable law.

14.False Statements. You shall not, and the Company shall direct its members of the Board and its executive officers not to make any false or disparaging statements about one another nor about the Company's officers, directors, employees, shareholders, parents, subsidiaries, affiliates, and agents in any manner likely to be harmful to your, its, or their business, business reputation, or personal reputation; provided that: (a) you may respond accurately and fully to any request for information if required by legal process or in connection with a government investigation; (b) nothing in this provision or this Agreement is intended to prohibit or restrain you in any manner from making disclosures protected under the whistleblower provisions of federal or state law or regulation or other applicable law or regulation; and (c) nothing in this provision or this Agreement prevents you from discussing or disclosing information about unlawful acts in the workplace such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. In response to any reference request from a prospective employer, the Company will only confirm your dates of employment and positions held. For the avoidance of doubt, notwithstanding anything to the contrary herein, (i) no provision of this Agreement shall be applied or interpreted so as to impede you (or any other individual) from reporting possible violations of law to any government agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures under the whistleblower provisions of federal or state law or regulation and (ii) you do not need the prior authorization of the Company to make any such reports or disclosures and you shall not be required to notify the Company that such reports or disclosures have been made. The preceding sentence supersedes any prior agreement or Company policy that provides to the contrary.

15.No Voluntary Adverse Action. You agree that you will not voluntarily (except in response to legal compulsion or as permitted under Section 6(e) of this Agreement) assist any person in bringing or pursuing any proposed or pending litigation, arbitration, administrative claim or other formal proceeding against the Company, its parent or subsidiary entities, affiliates, officers, directors, employees or agents.

16.Cooperation. For twenty-four (24) months after your Separation Date, you agree to reasonably cooperate with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of your employment by the Company. Such cooperation includes, without limitation, making yourself available to the Company upon reasonable notice, without subpoena, and to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. The Company will reimburse you for reasonable out-of-pocket expenses, including without limitation, all attorneys' fees, you incur in connection with any such cooperation (excluding foregone wages). Where reasonably under the control of the Company, the Company will make reasonable efforts to (i) accommodate your scheduling needs for all testimony and all other cooperation, and (ii) schedule such testimony and other cooperation at locations mutually acceptable to you and the Company. To the extent that you are required to spend substantial time on such matters, in addition to the reimbursement of your reasonable out-of-pocket expenses, the Company shall compensate you at an hourly rate of $500 per hour.

17.No Admissions. You understand and agree that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Company to you or to any other person, and that the Company makes no such admission.

18.Representations. You hereby specifically represent, warrant, and confirm that you have: (i) not filed any claims, complaints, or actions of any kind against the Company with any federal, state, or local court or government agency; (ii) not made any claims or allegations to the Company related to sexual harassment or sexual abuse, and none of the payments set forth in this Agreement are related to sexual harassment or sexual abuse; (iii) been properly paid for all hours worked for the Company; (iv) received all salary, wages, commissions, bonuses, and other compensation due to you with the exception of the payments and benefits under this Agreement [and those payable in the normal course of your employment][7]; (v) received all leave and leave benefits and protections for which you are eligible pursuant to the Family and Medical Leave Act, or otherwise; (vi) not suffered any on-the-job injury for which you have not already filed a workers' compensation claim; and (vii) not engaged in any unlawful conduct relating to the business of the Company.

19.Electronic Signatures. The documents that comprise this Agreement are agreed as in effect as of the then governing Effective Data and each acknowledged by the parties as a form of an "Electronic Record" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E SIGN Act")).

20.Miscellaneous. This Agreement, including its exhibits, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to its subject matter. In the event of a conflict between this Agreement and any other entered into between You and the Company, this Agreement will control with respect to the subject matter herein. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable to the fullest extent permitted by law, consistent with the intent of the parties. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of [INSERT STATE][8] without regard to conflict of laws principles. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement shall be in writing and shall not be deemed to be a waiver of any successive breach. This Agreement may be executed in counterparts and electronic or facsimile signatures will suffice as original signatures.

[7] Note: Bracketed language to be removed if not applicable
[8] Note: This should be the employee's state of residence.

21.Section 409A. It is intended that this Agreement shall comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") to the maximum extent possible and (i) each installment of any benefits payable under this Agreement shall be regarded as a separate "payment" for purposes of Treasury Regulations Section 1.409A-2(b)(2)(i), (ii) all payments of any such benefits under this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treasury Regulations Sections 1.409A-1(b)(4) and 1.409A-1(b)(9)(iii), and (iii) any such benefits consisting of COBRA premiums also satisfy, to the greatest extent possible, the exemption from the application of Section 409A provided under Treasury Regulations Section 1.409A-1(b)(9)(v). However, if the Company reasonably determines that any such benefits payable under this Agreement constitute "deferred compensation" under Section 409A and you are a "specified employee" of the Company, as such term is defined in Section 409A(a)(2)(B)(i), then, solely to the extent necessary to avoid the imposition of the adverse personal tax consequences under Section 409A, the timing of such benefit payments shall be delayed as follows: on the earlier to occur of (A) the date that is six (6) months and one (1) day after your "separation from service" (within the meaning of Section 409A) and (B) the date of your death (such applicable date, the "**Delayed Initial Payment Date**"), the Company shall (1) pay you a lump sum amount equal to the sum of the benefit payments that you would otherwise have received through the Delayed Initial Payment Date if the commencement of the payment of the benefits had not been delayed pursuant to this paragraph and (2) commence paying the balance, if any, of the benefits in accordance with the applicable payment schedule.

If this Agreement is acceptable to you, please provide your electronic signature as directed and return the document to me. You have twenty-one (21) calendar days to decide whether to accept this Agreement, and the Company's offer contained herein will automatically expire if you do not sign and return it within that timeframe. You further acknowledge and agree that you have been advised that you have the right to consult an attorney regarding this Agreement and that you were given a reasonable time period of no less than five (5) business days in which to do so.

We wish you the best in your future endeavors.

Sincerely,

Omnicell, Inc.

By: ______________________________

Maximo Rocha
SVP, Chief People Officer

By signing below, I am acknowledging my separation from Omnicell, Inc. effective as of the date stated herein and confirming my understanding that the EPIIA is still in full force and effect. I acknowledge and confirm my understanding that should I fail to return the company property in my possession in accordance with Section 7 of this Agreement, I will not receive the severance benefits provided under this Agreement. I ACKNOWLEDGE AND AGREE THAT I HAVE READ, UNDERSTAND AND VOLUNTARILY ENTER INTO THE FOREGOING AGREEMENT. I ACKNOWLEDGE AND AGREE THAT I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF MY CHOICE BEFORE SIGNING THIS AGREEMENT. I FURTHER ACKNOWLEDGE THAT MY SIGNATURE BELOW IS AN AGREEMENT TO RELEASE THE COMPANY FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

By: ______________________________

[Omnicell SVP Name]

Date: ______________________________

Global Restricted Stock Unit Award
Grant Notice

Omnicell, Inc.
4220 North Freeway
Fort Worth, Texas 76137

Name: Employee ID:

You have been granted a Restricted Stock Unit Award in Omnicell, Inc. Common Stock as follows:

Type of Award:	Restricted Stock Unit ("RSU")
Grant No.:	
Equity Incentive Plan:	2009 Equity Incentive Plan
Date of Grant:	
Shares Subject to Award:	

Vesting Date	Number of Shares Vesting on Vesting Date

Delivery Schedule: Pursuant to Section 6 of the 2009 Equity Incentive Plan Global Restricted Stock Unit Award Agreement (the "Global Restricted Stock Unit Award Agreement"), the Company shall deliver on each vesting date one share of Common Stock for each Restricted Stock Unit which vests on such date, less any shares to be withheld pursuant to Section 10 of such Global Restricted Stock Unit Award Agreement.

By your acceptance of this Restricted Stock Unit Grant, you agree that this award is granted under and governed by the terms and conditions of this Grant Notice, Omnicell, Inc.'s 2009 Equity Incentive Plan (as amended from time to time) (the "Plan") and by the terms and conditions of the Global Restricted Stock Unit Award Agreement which is attached hereto.

You understand and agree that as of the Date of Grant, this Grant Notice, the Global Restricted Stock Unit Award Agreement and the Plan set forth the entire understanding between you and

Omnicell, Inc. regarding the grant set forth herein, and the underlying Common Stock, and supersede all prior oral and written agreements on that subject.

Chief Financial Officer

Attachment: Global Restricted Stock Unit Award Agreement

Omnicell, Inc.

2009 Equity Incentive Plan

Global Restricted Stock Unit Award Agreement

Amended by the Compensation Committee of the Board of Directors Effective May 20, 2025

Pursuant to the Restricted Stock Unit Grant Notice ("***Grant Notice***") and this Global Restricted Stock Unit Award Agreement, including any country-specific appendix thereto (the "***Appendix***" and collectively, the "***Agreement***") and in consideration of your services, Omnicell, Inc. (the "***Company***") has awarded you a Restricted Stock Unit Award (the "***Award***") under its 2009 Equity Incentive Plan (the "***Plan***"). Your Award is granted to you effective as of the Date of Grant set forth in the Grant Notice for this Award. This Agreement shall be deemed to be agreed to by the Company and you upon the acceptance by you of the Grant Notice to which it is attached. Defined terms not explicitly defined in this Agreement shall have the same meanings given to them in the Plan. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan shall control. The details of your Award, in addition to those set forth in the Grant Notice and the Plan, are as follows.

1. GRANT OF THE AWARD. This Award represents the right to be issued on a future date the number of shares of the Company's Common Stock as indicated in the Grant Notice. As of the Date of Grant, the Company will credit to a bookkeeping account maintained by the Company for your benefit (the "***Account***") the number of shares of Common Stock subject to the Award. This Award was granted in consideration of your future services to the Company or an Affiliate. Except as otherwise provided herein, you will not be required to make any payment to the Company (other than services to the Company or an Affiliate) with respect to your receipt of the Award, the vesting of the shares or the delivery of the underlying Common Stock.

2. VESTING. Subject to the limitations contained herein, your Award will vest, if at all, in accordance with the vesting schedule provided in the Grant Notice, provided that vesting will cease upon any termination of your Continuous Service, subject to the following:

(a) Subject to clause (b) below, if at the time of termination of your Continuous Service you hold a position of Executive Vice President or above with the Company or its subsidiaries and your termination of your Continuous Service is by the Company without Cause, then any portion of the Award that was scheduled to vest within 12 months following the date of termination shall continue to vest and be settled in accordance with the vesting schedule during such 12-month period following your termination of Continuous Service, subject to your continued compliance with your obligations under Section 17;

(b) If your Continuous Service is terminated within 24 months following the occurrence of a Change in Control (as defined below) (i) by the Company without Cause, (ii) as a result of your Retirement (as defined below) or (iii) as a result of your resignation for Good Reason (as defined in the Company's Executive Severance Plan in effect immediately prior to the consummation of a Change in Control) and, immediately prior to the event giving rise to Good Reason, you held a position of Senior Vice President or above with the Company or its subsidiaries (the termination pursuant to this clause (b), a "***CIC Qualifying Termination***"), then any unvested portion of the Award shall fully vest and be settled upon such CIC Qualifying Termination, subject to your continued compliance with your obligations under Section 17 and to any six (6) month delay that may be required for purposes of compliance with Code Section 409A; and

(c) If your Continuous Service is terminated (other than in a CIC Qualifying Termination) as a result of your Retirement on or after the first anniversary of the Date of Grant, then any portion of the Award that has not yet vested as of the date of termination shall continue to vest and be settled in accordance with the existing vesting schedule following your termination of Continuous Service as if your Continuous Service had not terminated, subject to your continued compliance with your obligations under Section 17.

The vesting and settlement of your Award will also be accelerated in full upon the termination of your Continuous Service due to death or upon your disability (defined as your becoming unable, as determined by the Committee, to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months).

For purposes of your Award: (i) a "***Change in Control***" will mean a Change in Control as defined in the Plan that also constitutes a "change in control event" for purposes of Code Section 409A, (ii) a "***Retirement***" will mean a resignation of your employment after you have reached age 55 with 10 or more years of service with the Company and its Affiliates at a time when you could not have been terminated for Cause and after your provision of at least six (6) months' advance written notice to the Company of your intention to retire (which notice requirement may be waived by the Board or the Committee in their sole and absolute discretion), and (iii) a termination of your Continuous Service will be deemed to have occurred as of the date you are no longer actively providing services to the Company or an Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or otherwise rendering services, or the terms of your employment or other service agreement, if any). Your employment or service relationship will not be extended by any notice period (e.g., your period of service will not be extended by any contractual notice period or any period of "garden leave" or similar period mandated under

employment laws in the jurisdiction where you are employed or otherwise rendering services, or the terms of your employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when you are no longer providing Continuous Services for purposes of your Award (including whether you may still be considered to be providing services while on a leave of absence). Upon such termination of your Continuous Service, the shares credited to the Account that were not vested on the date of such termination or which are not scheduled to vest upon or following your termination of Continuous Service in accordance with the terms of this Award or as otherwise determined by the Committee, will be forfeited at no cost to the Company and you will have no further right, title or interest in or to such underlying shares of Common Stock. For the avoidance of doubt, service during any portion of the vesting period shall not entitle you to vest in a pro rata portion of the Award.

3. NUMBER OF SHARES.

(a) The number of shares subject to your Award may be adjusted from time to time for Capitalization Adjustments, as provided in the Plan.

(b) Any shares, cash or other property that becomes subject to the Award pursuant to this Section 3, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other shares covered by your Award.

(c) Notwithstanding the provisions of this Section 3, no fractional shares or rights for fractional shares of Common Stock shall be created pursuant to this Section 3. The Board shall, in its discretion, determine an equivalent benefit for any fractional shares or fractional shares that might be created by the adjustments referred to in this Section 3.

4. COMPLIANCE WITH LAW. You may not be issued any shares under your Award unless either (i) the shares are registered under the Securities Act; or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award also must comply with other applicable securities and exchange control laws and regulations relevant to the Company and the offer of the RSUs and the underlying shares of Common Stock, and you will not receive such shares if the Company determines that such receipt would not be in material compliance with such laws and regulations. You understand that the Company is under no obligation to register or qualify the shares of Common Stock with the SEC or any state or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, you agree that the Company shall have unilateral authority to amend this Agreement without your consent, to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

5. LIMITATIONS ON TRANSFER. Your Award is not transferable, except by will or by applicable laws of descent and distribution. In addition to any other limitation on

transfer created by applicable securities laws, you agree not to assign, hypothecate, donate, encumber or otherwise dispose of any interest in any of the shares of Common Stock subject to the Award until the shares are issued to you in accordance with Section 6 of this Agreement. After the shares have been issued to you, you are free to assign, hypothecate, donate, encumber or otherwise dispose of any interest in such shares provided that any such actions are in compliance with the provisions herein and applicable securities laws as well as Company policies regarding its Common Stock. Notwithstanding the foregoing and to the extent permitted by applicable laws, (i) by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to receive any distribution of Common Stock to which you were entitled at the time of your death pursuant to this Agreement or (ii) upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your right to receive the distribution of Common Stock or other consideration hereunder, pursuant to a domestic relations order or marital settlement agreement that contains the information required by the Company to effectuate the transfer. You are required to notify the Company's legal department prior to finalizing any domestic relations order or marital settlement to confirm that the terms of such domestic relations order or marital settlement comply with this Agreement and the Plan.

6. DATE OF ISSUANCE. Subject to the terms of this Agreement, the Company will deliver to you a number of shares of the Company's Common Stock equal to the number of vested shares subject to your Award, including any additional shares received pursuant to Section 3 above that relate to those vested shares within 60 days following the applicable vesting date(s) or vesting event. However, if a scheduled delivery date falls on a date that is not a U.S. business day, such delivery date shall instead fall on the next following U.S. business day. The form of such delivery (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

7. DIVIDENDS. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in Section 9(a) of the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

8. RESTRICTIVE LEGENDS. The shares issued under your Award shall be endorsed with appropriate legends determined by the Company.

9. AWARD NOT A SERVICE CONTRACT.

(a) Your Continuous Service with the Company or an Affiliate is not for any specified term and may be terminated by you or by the Company or an Affiliate at any time, for any reason. Nothing in this Agreement (including, but not limited to, the vesting of your Award pursuant to the schedule set forth in Section 2 herein or the issuance of the shares subject to your Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ of, or

affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company or an Affiliate of the right to terminate you and without regard to any future vesting opportunity that you may have.

(b) By accepting this Award, you acknowledge and agree that the right to continue vesting in the Award pursuant to the schedule set forth in Section 2 is earned only by continuing to provide Continuous Service (not through the act of being hired, being granted this Award or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "reorganization"). You further acknowledge and agree that such a reorganization could result in the termination of your Continuous Service, or the termination of Affiliate status of your employer and the loss of benefits available to you under this Agreement, including but not limited to, the termination of the right to continue vesting in the Award. You further acknowledge and agree that this Agreement, the Plan, the transactions contemplated hereunder and the vesting schedule set forth herein or any covenant of good faith and fair dealing that may be found implicit in any of them do not constitute an express or implied promise of continued engagement for the term of this Agreement, for any period, or at all, and shall not interfere in any way with your right or the Company's right to terminate your Continuous Service at any time.

(c) No claim or entitlement to compensation or damages shall arise from forfeiture of the Awards resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any).

10. RESPONSIBILITY FOR TAXES/SECTION 409A.

(a) You acknowledge that, regardless of any action taken by the Company or, if different, the Affiliate employing or otherwise retaining your services (the "***Employer***"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you (***"Tax-Related Items"***), is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the

Award, the subsequent sale of shares of Common Stock acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

On or before the time you receive a distribution of the shares in respect of your Award, or at any time thereafter as requested by the Company and/or the Employer, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the Tax-Related Items. Except as provided below, the Company shall withhold from the shares of Common Stock issuable to you to satisfy the Tax-Related Items. By your acceptance of the Award, you agree that: (i) in the event that such withholding from the shares of Common Stock is problematic under applicable tax or securities law or has materially adverse accounting consequences, the Company shall instead withhold from any other compensation paid to you by the Company or the Employer in partial or full satisfaction of the Tax-Related Items, and (ii) the Company may determine in its sole discretion to instead withhold from any other compensation paid to you by the Company or the Employer in partial or full satisfaction of the Tax-Related Items, provided that if you are subject to reporting obligations under Section 16 of the Exchange Act, exercise of such discretion is subject to the prior approval and direction of the Committee. In no way limiting the foregoing, the Company is hereby authorized to withhold shares of Common Stock that are otherwise to be issued and delivered to you under this Award in partial or full satisfaction of the Tax-Related Items; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law to the extent required to avoid an adverse accounting impact. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested Award, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

(b) You agree to pay the Company or the Employer any amount of Tax- Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. Unless the obligation for Tax-Related Items is satisfied, the Company shall have no obligation to deliver to you any Common Stock.

(c) In the event the obligation of the Company and/or any Affiliate to withhold arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the withholding obligation was greater than the amount, if any, withheld by the Company and/or any Affiliate, you agree to indemnify and hold the Company and its Affiliates harmless from any failure by the Company and/or any Affiliate to withhold the proper amount.

(d) To the extent Section 409A of the Code ("Section 409A") applies to the Award, the Award shall be administered and interpreted in accordance with the requirements thereof, and each settlement hereunder shall be considered a separate installment payment. Without limitation, if you are a "specified employee" within the meaning of Section 409A, to the extent required to avoid accelerated taxation and penalties under Section 409A, the Common Stock that would otherwise be delivered to you pursuant to the Award during the six-month period immediately following your "separation from service" within the meaning of Section 409A (a "Separation from Service") will instead be delivered on the six-month anniversary of your Separation from Service (or your death, if earlier). In addition, in the event (i) the vesting of the RSUs is accelerated in connecting with a CIC Qualifying Termination and the Change in Control under the Plan is not a "change in control event" under Section 409A or (ii) the Award vests under Section 9(c) of the Plan and the Corporate Transaction (as defined in the Plan) is not a "change in control event" under Section 409A or accelerated settlement would otherwise be prohibited under Section 409A, then the unvested portion of the Award shall fully vest as of such termination of Continuous Service or Corporate Transaction, as applicable, and shall be settled in accordance with the vesting schedule set forth in the Grant Notice to the extent required to comply with Section 409A.

11. UNSECURED OBLIGATION. Your Award is unfunded, and as a holder of a vested Award, you shall be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares pursuant to this Agreement. You shall not have voting or any other rights as a stockholder of the Company with respect to the shares to be issued pursuant to this Agreement until such shares are issued to you pursuant to Section 6 of this Agreement. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

12. NOTICES. Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address provided to the Company. Notwithstanding the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan

by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. NATURE OF GRANT. In accepting the grant, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Awards, or benefits in lieu of Awards, even if Awards have been granted in the past;

(c) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;

(d) you are voluntarily participating in the Plan;

(e) the Awards and the shares of Common Stock subject to the Awards, and the income from and value of same, are not intended to replace any pension rights or compensation;

(f) the Awards and the shares of Common Stock subject to the Awards, and the income from and value of same, are not part of normal or expected compensation for purposes of, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

(g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(h) unless otherwise agreed with the Company, the Awards and the shares of Common Stock acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, any service you may provider as a director of any parent company or Affiliate;

(i) unless otherwise provided in the Plan or by the Company in its discretion, the Awards and the benefits evidenced by this Agreement, do not create any entitlement to have the Awards or any such benefits transferred to or assumed by another company, nor to be exchanged, cashed out or substituted for in connection with any corporate transaction affecting the Common Stock; and

(j) neither the Company, the Employer nor any Subsidiary or Affiliate of the Company shall be liable for any foreign exchange rate fluctuation between your

local currency and the United States Dollar that may affect the value of the Awards or of any amounts due to you pursuant to the settlement of the Awards or the subsequent sale of any shares of Common Stock acquired upon settlement.

14. NO ADVICE REGARDING GRANT. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of Common Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

15. ***DATA PRIVACY. If you would like to participate in the Plan, you will need to review the information provided in this Section 15 and, where applicable, declare consent to the processing and/or transfer of personal data as described below.***

(a) ***Data Collection and Usage. The Company collects, processes and uses personal data about you, including but not limited to, your name, home address, email address and telephone number, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Awards or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, which the Company receives from you or your Employer ("Personal Data"). In order you to participate in the Plan, the Company will collect Personal Data for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan.***

(b) ***Stock Plan Administration and Service Providers. The Company may transfer Personal Data to Morgan Stanley/E*TRADE ("Service Provider"), an independent service provider based in the U.S., which is assisting the Company with the implementation, administration and management of the Plan. Service Provider may open an account for you to receive and trade shares of Common Stock. You may be asked to acknowledge, or agree to, separate terms and data processing practices with Service Provider, with such agreement being a condition to the ability to participate in the Plan.***

(c) ***International Data Transfers. Personal Data will be transferred from your country to the U.S., where the Company and its service providers are based. You understand and acknowledge that the U.S. might have enacted data privacy laws that are less protective or otherwise different from those applicable in your country of residence. The Company's legal basis, where required, for the transfer of Data is your consent.***

(d) ***Data Retention. The Company will use Personal Data only as long as necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including, without limitation, under tax and securities laws. When the Company no longer needs Personal Data for any of the above purposes, the Company will cease to use***

Personal Data for this purpose. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis is your consent.

(e) ***<u>Data Subject Rights</u>. You understand that you may have a number of rights under data privacy laws in your jurisdiction. Subject to the conditions set out in the applicable law and depending on where you are based, such rights may include the right to (i) request access to, or copies of, Personal Data processed by the Company, (ii) rectification of incorrect Personal Data, (iii) deletion of Personal Data, (iv) restrictions on the processing of Personal Data, (v) object to the processing of Personal Data for legitimate interests, (vi) portability of Personal Data, (vii) lodge complaints with competent authorities in your jurisdiction, and/or to (viii) receive a list with the names and addresses of any potential recipients of Personal Data. To receive clarification regarding these rights or to exercise these rights, you can contact GDPR@omnicell.com or our EU Data Protection Officer as follows:***

2B Advice GmbH
Joseph-Schumpeter-Allee 25, 53227 Bonn, Germany
Telephone: +49 228 926165 120
E-Mail: omnicell@2b-advice.com

(f) ***<u>Voluntariness and Consequences of Consent Denial or Withdrawal</u>. You hereby unambiguously consent to the collection, use and transfer, in electronic or other form, of your Personal Data, as described above and in any other grant materials, by and among, as applicable, your Employer, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing your participation in the Plan. You understand that you may, at any time, refuse or withdraw the consents herein, in any case without cost, by contacting in writing your human resources representative. If you do not consent or later seek to revoke your consent, your employment status or service with your Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant the Awards or other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing consent may affect your ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, you should contact your local human resources representative.***

<u>Declaration of Consent.</u> By accepting the Awards and indicating consent by signing the Grant Notice or through the Company's online acceptance procedure, you explicitly declare your consent to the entirety of the Personal Data processing operations described above including, without limitation, the onward transfer of Personal Data by the Company to the Service Provider or, as the case may be, a different service provider of the Company in the U.S.

16. MISCELLANEOUS.

(a) The rights and obligations of the Company under your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. Your rights and obligations under your Award may only be assigned with the prior written consent of the Company.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award, and fully understand all provisions of your Award.

(d) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

17. RESTRICTIVE COVENANTS. As a condition to receiving the Award, you hereby agree to the covenants set forth below.

(a) **Acknowledgements**. Pursuant to your Continuous Service with the Company, you have or will have access to, and knowledge of, Confidential Information of the Company. You acknowledge that any unauthorized use (including use for your own benefit or to the benefit of others), transfer, or disclosure by you of such confidential information can place the Company at a competitive disadvantage and cause damage, financial and otherwise, to its business. Notwithstanding the foregoing, you acknowledge and confirm your understanding that nothing in this Agreement limits your ability to communicate with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board ("**NLRB**"), the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission ("**Government Agencies**") or otherwise testify, assist, or participate in any investigation, hearing, or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to

the Company. Additionally, nothing in this Agreement shall be construed to prohibit you from engaging in protected concerted activity under the National Labor Relations Act for the purpose of collective bargaining or other mutual aid or protection, including, without limitation, (i) making disclosures concerning this Agreement in aid of such concerted activities, (ii) filing unfair labor practice charges, (iii) assisting others who are filing such charges, and (iv) cooperating with the investigative process or the NLRB or other Government Agencies. You further acknowledge that, because of the knowledge of and access to such confidential information that you have acquired or will have acquired during your Continuous Service, you will be in a position to compete unfairly with the Company following the termination of your Continuous Service.

As used in this Agreement, "**Confidential Information**" means (1) information of the Company, to the extent not considered a Trade Secret under applicable law that: (a) relates to the Business of the Company, (ii) possess an element of value to the Company, (iii) is not generally known to the Company's competitors, and (iv) would damage the Company if disclosed; or (2) information of any third party provided to the Company that the Company is obligated to treat as confidential (such third party to be referred to as the "Third Party"), including, but not limited to, information provided to the Company by its licensors, suppliers, or Customers. Subject to the foregoing general definition, Confidential Information includes, but is not limited to: (a) business plans; (b) the composition, description, or characteristics of current or contemplated products of the Company; (c) pricing information, such as price lists; (d) proprietary software and reports derived from said software; (e) advertising or marketing plans; (f) information regarding independent contractors, employees, licensors, suppliers, customers, or any Third Party, including, but not limited to, customer lists compiled by the Company, and customer or market information compiled by the Company; and (g) information concerning the Company's financial structure or condition, the Company's prospects or plans, its marketing and sales programs, the Company's research and development information, the Company's contemplated or actual mergers and acquisitions, stock splits and divestitures, and its methods and procedures of operation. Confidential Information shall not include any information that: (x) is or becomes generally available to the public other than as a result of an unauthorized disclosure; (y) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party; or (z) otherwise enters the public domain through lawful means.

As used in this Agreement, "Trade Secret" means the Company's trade secrets as defined by applicable statutory or common law.

(b) Non-Competition. During the term of your Continuous Service and for the twelve (12) months thereafter ("**Restricted Period**"), you will not, except as authorized by the Company, perform the same or similar tasks that you performed on behalf of the Company during your last twelve (12) months of Continuous

Service ("**Competitive Tasks**") on behalf of any entity in competition with the Company contained on the then current "Competing Organization" list of such entities available under the Legal Policy Library section of the Company's intranet site at:
https://omnicell.sharepoint.com/sites/OmnicellPolicies/PolicyProcedures/Omnicell%20Competing%20Organization%20List.pdf ("**Competitors**") anywhere the Company does Business ("**Restricted Territory**"). This provision shall be limited to performing Competitive Tasks only in the area(s) of the Business in which you worked or for which you had responsibility during your last twelve (12) months of Continuous Service with the Company. As used in this Agreement, "**Business**" means the development, manufacture, sale, or marketing of manufactured automated systems for medication management in hospitals and other healthcare settings, and medication adherence packaging and patient engagement software used by retail pharmacies. This provision does not apply to you if you live in California or Minnesota. If the enforcement of this restriction post-employment is not permitted under applicable law, then your Restricted Period will only be for the term of your Continuous Service for purposes of this Section 17(b).

(c) Non-Solicitation of Customers. During the Restricted Period, you will not directly or indirectly solicit any person or entity to whom the Company has sold products or services, directly solicited to sell its products or services, or cultivated a relationship intended to increase the sales of the Company's products or services in the previous twelve (12) months ("**Customers**") of the Company in the Restricted Territory with whom you had Contact for the purpose of selling or providing any products or services competitive with those offered by the Company. As used in this Agreement, "**Contact**" means any interaction that takes place in the last twelve (12) months of your Continuous Service with the Company and is between you and a Customer: (i) with whom you dealt on behalf of the Company; (ii) whose dealings with the Company were coordinated or supervised by you; (iii) about whom you obtained trade secrets or confidential information in the ordinary course of business as a result of your work performed on behalf of the Company; or (iv) who purchases products or services from the Company, the sale or provision of which directly results or resulted in compensation, commissions, or earnings for you. Nothing in this Section shall be construed to prohibit you from soliciting: (a) a Customer that has terminated its business relationship with the Company (for reasons other than being solicited or encouraged by you to do so); (b) a product line or service line competitive with one that the Company no longer offers; or (c) a product line or service line with which you had no involvement while working for the Company and about which you did not learn Confidential Information.

Non-Solicitation of Customers For California and Colorado Employees Only: During the Restricted Period, you will not directly or indirectly use the Company's Trade Secrets to solicit any Customer of the Company with whom you had Contact for the purpose of selling or providing any products or services

competitive with those offered by the Company. Nothing in this Section shall be construed to prohibit you from soliciting: (a) a Customer that has terminated its business relationship with the Company (for reasons other than being solicited or encouraged by you to do so); (b) a product line or service line competitive with one that the Company no longer offers; or (c) a product line or service line with which you had no involvement while working for the Company and about which you did not learn Confidential Information.

(d) Non-Recruit of Employees. During the Restricted Period, you will not, directly or indirectly, solicit, recruit or induce any employee to terminate his or her employment relationship with the Company in order to work for you or any other person or entity engaged in the Business.

(e) Remedies for Violation of Restrictive Covenants. You agree that, if you breach any of the provisions of this Section 17: (i) the Company shall be entitled to all of its remedies at law or in equity, including money damages and injunctive relief; (ii) in the event of such breach, in addition to the Company's other remedies, any unvested portion of the Award will be immediately forfeited and deemed canceled, and you agree to immediately transfer back to the Company any shares that vested during the 18 months prior to the date of your termination of Continuous Service (or if applicable law mandates a maximum time that is shorter than 18 months, then for a period of time equal to the shorter maximum period) any such shares still held by you and to pay immediately to the Company the fair market value (determined as of the applicable vesting date or vesting event) of any such shares not still held by you; and (iii) the Company shall also be entitled to an accounting and repayment from you of all profits, compensation, commissions, remuneration or benefits that you (and/or the applicable Competitor) directly or indirectly have realized or may realize as a result of or in connection with any breach of these covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company may be entitled at law or in equity.

(f) Reasonable and Necessary. You agree that the covenants set forth in this Section 17 are reasonable and necessary for the protection of the Company's legitimate business interest, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict your ability to earn a living, and that they are not unduly burdensome to you.

(g) Severability of Restrictive Covenants. Each provision of this Section 17 constitutes an entirely separate and independent restriction and the duration, extent, and application of each of the restrictive covenants contained herein are no greater than is necessary for the protection of the Company's interests. If any part

or provision of this Section 17 is held unenforceable, it shall be severed and shall not affect any other part of this Section 17.

18. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Except as expressly provided herein, in the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

19. LANGUAGE. You acknowledge that you are sufficiently proficient in English or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

20. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

21. CHOICE OF LAW; VENUE. The interpretation, performance and enforcement of this Agreement will be governed by the law of the state of Delaware without regard to such state's conflicts of laws rules. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of the state of Delaware, or any federal court sitting in the state of Delaware, and no other courts, where this grant is made and/or to be performed.

22. AMENDMENT. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed or otherwise accepted by you and by a duly authorized representative of the Company. Notwithstanding the foregoing, this Agreement may be amended solely by the Board by a writing which specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, and provided that no such amendment adversely affecting your rights hereunder in a material manner may be made without your written consent. Without limiting the foregoing, the Board reserves the right, by written notice to you, to impose new provisions or to change the existing provisions of this Agreement in any way it may deem necessary or advisable for legal or administrative reasons to carry out the purpose of the grant.

23. INSIDER TRADING RESTRICTIONS/MARKET ABUSE LAWS. You acknowledge that you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including but not limited to the United States, your country, the broker's

country and the country or countries in which the Common Stock is listed, which may affect your ability, directly or indirectly, to purchase or sell, or attempt to sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (*e.g*., Awards), or rights linked to the value of shares of Common Stock, during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdiction(s)). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before possessing the inside information. Furthermore, you understand that you may be prohibited from (i) disclosing the inside information to any third party, including fellow employees and (ii) "tipping" third parties by sharing with them Company insider information, or otherwise causing third parties to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may apply to you under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

24. FOREIGN ASSET/ACCOUNT REPORTING REQUIREMENTS. If you reside in a country outside the United States, there may be certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares of Common Stock or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock) in a brokerage account or bank outside of your country. You may be required to report such accounts, assets or related transactions to the tax or other authorities in your country. You may also be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to your country within a certain time after receipt. It is your responsibility to comply with such regulations and you should speak to your personal legal advisor on this matter.

25. APPENDIX. Notwithstanding any provisions in this Agreement, the Award grant shall be subject to any special terms and conditions set forth in any Appendix to this Agreement for your country. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country, if any, will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

26. IMPOSITION OF OTHER REQUIREMENTS. The Company reserves the right to impose other requirements on your participation in the Plan, on the Awards and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

27. WAIVER. You acknowledge that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Participant.

28. ELECTRONIC DELIVERY AND ACCEPTANCE. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery

and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

* * * * *

Appendix

Omnicell, Inc.

2009 Equity Incentive Plan

Global Restricted Stock Unit Award Agreement

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Global Restricted Stock Unit Agreement (the "Agreement") or the Plan.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Restricted Stock Unit Award ("***RSUs***") granted to you under the Plan if you work and/or reside in one of the countries listed below. This Appendix forms part of the Agreement.

If you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding exchange control and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2023. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time you vest in the RSUs and acquire shares of Common Stock or sell shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the information contained herein may not apply to you in the same manner.

<u>Australia</u>

Notifications

Securities Law Information. This offer of RSUs is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). Please note that if you offer shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should obtain legal advice on your disclosure obligations prior to making any such offer.

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

Canada

Terms and Conditions

Settlement of RSUs. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the RSUs do not provide any right for you, as a resident of Canada, to receive a cash payment and the RSUs shall be paid in shares of Common Stock only.

Nature of Grant. The following provision replaces Section 2 of the Agreement:

Subject to the limitations contained herein, your Award will vest, if at all, in accordance with the vesting schedule provided in the Grant Notice, provided that vesting will cease upon the termination of your Continuous Service.

For purposes of the Award, a termination of your Continuous Service will be deemed to occur as of the date that is the earlier of (i) the date of your termination, (ii) the date you receive notice of termination, or (iii) the date you are no longer actively providing services and will not be extended by any notice period (*e.g*., active service would not include any contractual notice period or any period of "garden leave" or similar period mandated under Canadian laws or the terms of your employment or service agreement, if any), regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or providing services or the terms of your employment or service agreement, if any; unless otherwise expressly provided in this Agreement or determined by the Company, your right to vest in the Awards under the Plan, if any, will terminate as of such date; in the event that the date you are no longer actively providing services cannot be reasonably determined under the terms of this Agreement and the Plan, the Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your Award (including whether you may still be considered to be providing services while on a leave of absence). Notwithstanding the foregoing, if applicable employment legislation explicitly requires continued vesting during a statutory notice period, your right to vest in the Awards, if any, will terminate effective as of the last date of the minimum statutory notice period but you will not earn or be entitled to pro-rated vesting if the vesting date falls after

the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

Notifications

Securities Law Information. The sale of shares of Common Stock acquired under the Plan may not take place in Canada. This requirement will be satisfied where the shares of Common Stock are sold by the designated broker under the Plan through the facilities of the U.S. stock exchange on which the shares of Common Stock are currently listed (*i.e.*, the Nasdaq stock market).

Foreign Asset/Account Reporting Information. Canadian residents are required to report their foreign specified property (*e.g*., shares of Common Stock) on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C$100,000 at any time in the year. The RSUs must be reported—generally at a nil cost—if the C$100,000 threshold is exceeded because of other foreign specific property held by you. The shares of Common Stock acquired under the Plan must be reported and their cost generally is the adjusted cost base ("***ACB***") of the shares of Common Stock. The ACB ordinarily would equal the fair market value of the shares of Common Stock at the time of acquisition, but if such Canadian resident owns other shares of Common Stock, this ACB may have to be averaged with the ACB of the other shares. The form T1135 generally must be filed by April 30 of the following year. Canadian residents should consult with a personal advisor to ensure compliance with the applicable reporting requirements.

France

Terms and Conditions

RSUs Not Tax-Qualified. The RSUs granted under this Agreement are not intended to qualify for special tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended.

Language Consent. By accepting the RSUs, you confirm having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. You accept the terms of those documents accordingly.

En acceptant les droits sur des actions assujettis à restrictions (« restricted stock units » ou « RSUs »), vous confirmez avoir lu et compris le Plan et le Contrat, en ce compris tous les termes et conditions de ces documents, qui ont été fournis en langue anglaise. Vous acceptez les dispositions de ces documents en connaissance de cause.

Notifications

Foreign Asset/Account Reporting Information. French residents holding cash or securities (including shares of Common Stock) outside of France or maintaining a foreign bank or brokerage account (including accounts opened or closed during the tax year) must declare such

assets and accounts to the French tax authorities when filing an annual tax return. Failure to comply could trigger significant penalties.

Germany

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). If you make or receive a payment in excess of this amount (including if you acquire shares of Common Stock with a value in excess of this amount under the Plan or sell shares of Common Stock via a foreign broker, bank, or service provider and receive proceeds in excess of this amount) and/or if the Company or your Employer withholds or sells shares of Common Stock with a value in excess of this amount to cover Tax-Related Items, you must report the payment to Bundesbank either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available at the Bundesbank's website (www.bundesbank.de) or via such other method (*e.g.,* by email or telephone) as is permitted by Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Information. If your acquisition of shares acquired under the Plan leads to a so-called qualified participation at any point during the calendar year, you may need to report the acquisition when you file your tax return for the relevant year. A qualified participation is attained if (i) you own at least 1% of the Company and the value of the shares of Common Stock acquired exceeds €150,000 or (ii) you hold shares of Common Stock exceeding 10% of the Company's total Common Stock.

India

Notifications

Exchange Control Information. You understand that you must repatriate any cash dividends paid on shares of Common Stock acquired under the Plan and any proceeds from the sale of such shares of Common Stock to India within a certain period of time after receipt of the proceeds. You will receive a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency. You should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with the applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. You are required to declare any foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in your annual tax return. You acknowledge that you are responsible for complying with this reporting obligation and you should confer with your personal tax advisor in this regard.

United Arab Emirates

Notifications

Securities Law Information. Participation in the Plan is being offered only to eligible employees and is in the nature of providing equity incentives to employees in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such employees and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development has approved the Plan or the Agreement nor taken steps to verify the information set out therein, and has no responsibility for such documents.

United Kingdom

Terms and Conditions

Settlement. The following provision supplements Section 3 of the Agreement:

Notwithstanding any discretion contained in the Plan or the Agreement, the RSUs will not be settled in cash or a combination of cash and shares of Common Stock. The RSUs will be settled only in shares of Common Stock.

Responsibility for Taxes. This provision supplements Section 10 of the Agreement:

Without limitation to Section 10 of the Agreement, you hereby agree that you are liable for any Tax-Related Items related to your participation in the Plan and hereby covenant to pay such Tax- Related Items, as and when requested by the Company or (if different) the Employer or by HM Revenue & Customs ("***HMRC***") (or any other tax or relevant authority). You also hereby agree to indemnify and keep indemnified the Company and (if different) the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax or relevant authority) on your behalf.

Notwithstanding the foregoing, if you are an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. Instead, any Tax-Related Items not collected or paid may constitute a benefit to you on which additional income tax and National Insurance Contributions ("***NICs***") may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any employee NICs due on this additional benefit, which can be recovered by any means set out in the Agreement.

National Insurance Contributions Acknowledgment. As a condition of participation in the Plan and the vesting of the RSUs, you agree to accept any liability for secondary Class 1 NICs which may be payable by the Company and/or the Employer in connection with the RSUs and any event giving rise to Tax-Related Items (the "***Employer NICs***"). Without limitation to the foregoing, you agree to execute a joint election with the Company, the form of such joint election being formally approved by HMRC (the "***Joint Election***"), and any other required consent or election. You further agree to execute such other joint elections as may be required

between you and any successor to the Company and/or the Employer. You further agree that the Company and/or the Employer may collect the Employer NICs from you by any of the means set forth in Section 10 of the Agreement. You must enter into the Joint Election concurrent with the execution of the Agreement.

If you do not enter into a Joint Election prior to the vesting of the RSUs or if approval of the Joint Election has been withdrawn by HMRC, the RSUs shall become null and void without any liability to the Company and/or the Employer.

Exhibit 10.4

Global Performance-Based Restricted Stock Unit Award Grant Notice

Omnicell, Inc.
4220 North Freeway
Fort Worth, Texas 76137

Name: Employee ID:

You have been granted a Performance-Based Restricted Stock Unit Award in Omnicell, Inc. Common Stock as follows:

Type of Award:	Performance- Based Restricted Stock Unit ("PSU")
Grant No.:	
Equity Incentive Plan:	2009 Equity Incentive Plan
Date of Grant:	
Target Number of Shares Subject to Award:	
Performance Period:	[____]
Performance Goals and Percentage of Target Number of Shares Earned for Achievement of Performance Goals (the "Performance Goals"):	[____]

(1)

Vesting Date	**Portion of Earned Shares Vesting on Vesting Date**

Delivery Schedule: Pursuant to Section 6 of the 2009 Equity Incentive Plan Global Performance-Based Restricted Stock Unit Award Agreement (the "Global Restricted Stock Unit Award Agreement"), the Company shall deliver on each vesting date one share of Common Stock for each PSU which has been earned and which vests on such date, less any shares to be withheld pursuant to Section 10 of such Global Restricted Stock Unit Award Agreement.

By your acceptance of this Performance-Based Restricted Stock Unit Grant, you agree that this award is granted under and governed by the terms and conditions of this Grant Notice, Omnicell, Inc.'s 2009 Equity Incentive Plan (as amended from time to time) (the "Plan") and by the terms and conditions of the Global Restricted Stock Unit Award Agreement which is attached hereto.

You understand and agree that as of the Date of Grant, this Grant Notice, the Global Restricted Stock Unit Award Agreement and the Plan set forth the entire understanding between you and

Omnicell, Inc. regarding the grant set forth herein, and the underlying Common Stock, and supersede all prior oral and written agreements on that subject.

Chief Financial Officer

Attachment: Global Performance-Based Restricted Stock Unit Award Agreement

Omnicell, Inc.

2009 Equity Incentive Plan

Global Performance-Based Restricted Stock Unit Award Agreement

Amended by the Compensation Committee of the Board of Directors Effective May 20, 2025

Pursuant to the Restricted Stock Unit Grant Notice ("***Grant Notice***") and this Global Performance-Based Restricted Stock Unit Award Agreement, including any country-specific appendix thereto (the "***Appendix***" and collectively, the "***Agreement***") and in consideration of your services, Omnicell, Inc. (the "***Company***") has awarded you a Performance-Based Restricted Stock Unit Award (the "***Award***") under its 2009 Equity Incentive Plan (the "***Plan***"). Your Award is granted to you effective as of the Date of Grant set forth in the Grant Notice for this Award. This Agreement shall be deemed to be agreed to by the Company and you upon the acceptance by you of the Grant Notice to which it is attached. Defined terms not explicitly defined in this Agreement shall have the same meanings given to them in the Plan. In the event of any conflict between the terms in this Agreement and the Plan, the terms of the Plan shall control. The details of your Award, in addition to those set forth in the Grant Notice and the Plan, are as follows.

1. GRANT OF THE AWARD. This Award represents the right to be issued on a future date the number of shares of the Company's Common Stock as indicated in the Grant Notice. As of the Date of Grant, the Company will credit to a bookkeeping account maintained by the Company for your benefit (the "***Account***") the target number of shares of Common Stock subject to the Award. This Award was granted in consideration of your future services to the Company or an Affiliate. Except as otherwise provided herein, you will not be required to make any payment to the Company (other than services to the Company or an Affiliate) with respect to your receipt of the Award, the vesting of the shares or the delivery of the underlying Common Stock.

2. VESTING. Subject to the limitations contained herein, your Award will be earned and vest, if at all, in accordance with the Performance Goals and vesting schedule provided in the Grant Notice, provided that your ability to earn and vest in the Award will cease upon any termination of your Continuous Service, subject to the following:

> **(a)** Subject to clause (b) below, if at the time of termination of your Continuous Service you hold a position of Executive Vice President or above with the Company or its subsidiaries and your termination of your Continuous Service is by the Company without Cause, then any portion of the Award that has been earned and that was scheduled to vest within 12 months following the date of termination shall continue to vest and be settled in accordance with the vesting schedule during such 12-month period following your termination of Continuous

Service, subject to your continued compliance with your obligations under Section 17;

(b) If your Continuous Service is terminated within 24 months following the occurrence of a Change in Control (as defined below) (i) by the Company without Cause, (ii) as a result of your Retirement (as defined below) or (iii) as a result of your resignation for Good Reason (as defined in the Company's Executive Severance Plan in effect immediately prior to the consummation of a Change in Control) and, immediately prior to the event giving rise to Good Reason, you held a position of Senior Vice President or above with the Company or its subsidiaries (the termination pursuant to this clause (b), a "CIC Qualifying Termination"), then any unearned or unvested portion of the Award shall be deemed earned (at a level assuming achievement of the target Performance Goals, to the extent the Performance Period for the portion of the Award has not yet ended) and shall fully vest and be settled upon such CIC Qualifying Termination, subject to your continued compliance with your obligations under Section 17 and to any six (6) month delay that may be required for purposes of compliance with Code Section 409A; and

(c) If your Continuous Service is terminated (other than in a CIC Qualifying Termination) as a result of your Retirement on or after the first anniversary of the Date of Grant, then (i) any portion of the Award for which the Performance Period has ended and Performance Goals were achieved but that has not yet vested as of the date of termination shall continue to vest and be settled in accordance with the existing vesting schedule following your termination of Continuous Service as if your Continuous Service had not terminated, subject to your continued compliance with your obligations under Section 17, and (ii) a pro rata amount of any portion of the Award for which the Performance Period has not yet ended as of the date of termination, representing the number of full months served during the applicable Performance Period prior to such termination compared to the total number of months in the performance period, shall remain eligible to be earned, vested and settled based on actual achievement of the Performance Goals following the end of the Performance Period.

The applicable Performance Goals for any then incomplete Performance Period will also be deemed satisfied at the target level, and the vesting and settlement of your Award will also be accelerated in full, upon the termination of your Continuous Service due to death or upon your disability (defined as your becoming unable, as determined by the Committee, to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months).

For purposes of your Award: (i) a "Change in Control" will mean a Change in Control as defined in the Plan that also constitutes a "change in control event" for

purposes of Code Section 409A, (ii) a "Retirement" will mean a resignation of your employment after you have reached age 55 with 10 or more years of service with the Company and its Affiliates at a time when you could not have been terminated for Cause and after your provision of at least six (6) months' advance written notice to the Company of your intention to retire (which notice requirement may be waived by the Board or the Committee in their sole and absolute discretion), and (iii) a termination of your Continuous Service will be deemed to have occurred as of the date you are no longer actively providing services to the Company or an Affiliate (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or otherwise rendering services, or the terms of your employment or other service agreement, if any). Your employment or service relationship will not be extended by any notice period (e.g., your period of service will not be extended by any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where you are employed or otherwise rendering services, or the terms of your employment or service agreement, if any). The Committee shall have the exclusive discretion to determine when you are no longer providing Continuous Services for purposes of your Award (including whether you may still be considered to be providing services while on a leave of absence). Upon such termination of your Continuous Service, the shares credited to the Account that were not vested on the date of such termination or which are not scheduled to vest upon or following your termination of Continuous Service in accordance with the terms of this Award or as otherwise determined by the Committee, will be forfeited at no cost to the Company and you will have no further right, title or interest in or to such underlying shares of Common Stock. In addition, upon the completion of any Performance Period, any portion of the Award (and any shares credited to the Account relating to such portion) that was subject to Performance Goals relating to such Performance Period that were not achieved during such Performance Period shall be forfeited at no cost to the Company and you will have no further right, title or interest in or to such portion of the Award or the underlying shares. For the avoidance of doubt, except as provided above with respect to Retirement, service during any portion of the vesting period shall not entitle you to vest in a pro rata portion of the Award.

3. NUMBER OF SHARES.

(a) The number of shares subject to your Award may be adjusted from time to time for Capitalization Adjustments, as provided in the Plan.

(b) Any shares, cash or other property that becomes subject to the Award pursuant to this Section 3, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other shares covered by your Award.

(c) Notwithstanding the provisions of this Section 3, no fractional shares or rights for fractional shares of Common Stock shall be created pursuant to this Section 3. The Board shall, in its discretion, determine an equivalent benefit for any fractional shares or fractional shares that might be created by the adjustments referred to in this Section 3.

4. COMPLIANCE WITH LAW. You may not be issued any shares under your Award unless either (i) the shares are registered under the Securities Act; or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award also must comply with other applicable securities and exchange control laws and regulations relevant to the Company and the offer of the PSUs and the underlying shares of Common Stock, and you will not receive such shares if the Company determines that such receipt would not be in material compliance with such laws and regulations. You understand that the Company is under no obligation to register or qualify the shares of Common Stock with the SEC or any state or non-U.S. securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the shares of Common Stock. Further, you agree that the Company shall have unilateral authority to amend this Agreement without your consent, to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

5. LIMITATIONS ON TRANSFER. Your Award is not transferable, except by will or by applicable laws of descent and distribution. In addition to any other limitation on transfer created by applicable securities laws, you agree not to assign, hypothecate, donate, encumber or otherwise dispose of any interest in any of the shares of Common Stock subject to the Award until the shares are issued to you in accordance with Section 6 of this Agreement. After the shares have been issued to you, you are free to assign, hypothecate, donate, encumber or otherwise dispose of any interest in such shares provided that any such actions are in compliance with the provisions herein and applicable securities laws as well as Company policies regarding its Common Stock. Notwithstanding the foregoing and to the extent permitted by applicable laws, (i) by delivering written notice to the Company, in a form satisfactory to the Company, you may designate a third party who, in the event of your death, shall thereafter be entitled to receive any distribution of Common Stock to which you were entitled at the time of your death pursuant to this Agreement or (ii) upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your right to receive the distribution of Common Stock or other consideration hereunder, pursuant to a domestic relations order or marital settlement agreement that contains the information required by the Company to effectuate the transfer. You are required to notify the Company's legal department prior to finalizing any domestic relations order or marital settlement to confirm that the terms of such domestic relations order or marital settlement comply with this Agreement and the Plan.

6. DATE OF ISSUANCE. Subject to the terms of this Agreement, the Company will deliver to you a number of shares of the Company's Common Stock equal to the number of shares subject to your Award that have been earned based on achievement of the Performance Goals and that have vested, including any additional shares received pursuant to Section 3 above

that relate to those vested shares within 60 days following the applicable vesting date(s) or vesting event. However, if a scheduled delivery date falls on a date that is not a U.S. business day, such delivery date shall instead fall on the next following U.S. business day. The form of such delivery (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

7. DIVIDENDS. You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment as provided in Section 9(a) of the Plan; provided, however, that this sentence shall not apply with respect to any shares of Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

8. RESTRICTIVE LEGENDS. The shares issued under your Award shall be endorsed with appropriate legends determined by the Company.

9. AWARD NOT A SERVICE CONTRACT.

(a) Your Continuous Service with the Company or an Affiliate is not for any specified term and may be terminated by you or by the Company or an Affiliate at any time, for any reason. Nothing in this Agreement (including, but not limited to, the vesting of your Award pursuant to the schedule set forth in Section 2 herein or the issuance of the shares subject to your Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company or an Affiliate of the right to terminate you and without regard to any future vesting opportunity that you may have.

(b) By accepting this Award, you acknowledge and agree that the right to continue vesting in the Award pursuant to the schedule set forth in Section 2 is earned only by continuing to provide Continuous Service (not through the act of being hired, being granted this Award or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "reorganization"). You further acknowledge and agree that such a reorganization could result in the termination of your Continuous Service, or the termination of Affiliate status of your employer and the loss of benefits available to you under this Agreement, including but not limited to, the termination of the right to continue vesting in the Award. You further acknowledge and agree that this Agreement, the Plan, the transactions contemplated hereunder and the vesting schedule set forth herein or any covenant of good faith and fair dealing that may

be found implicit in any of them do not constitute an express or implied promise of continued engagement for the term of this Agreement, for any period, or at all, and shall not interfere in any way with your right or the Company's right to terminate your Continuous Service at any time.

(c) No claim or entitlement to compensation or damages shall arise from forfeiture of the Awards resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any).

10. RESPONSIBILITY FOR TAXES/SECTION 409A.

(a) You acknowledge that, regardless of any action taken by the Company or, if different, the Affiliate employing or otherwise retaining your services (the "***Employer***"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you (***"Tax-Related Items"***), is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting or settlement of the Award, the subsequent sale of shares of Common Stock acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Further, if you are subject to Tax-Related Items in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

On or before the time you receive a distribution of the shares in respect of your Award, or at any time thereafter as requested by the Company and/or the Employer, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the Tax-Related Items. Except as provided below, the Company shall withhold from the shares of Common Stock issuable to you to satisfy the Tax-Related Items. By your acceptance of the Award, you agree that: (i) in the event that such withholding from the shares of Common Stock is problematic under applicable tax or securities law or has materially adverse accounting consequences, the Company shall instead withhold from any other compensation paid to you by the Company or the Employer in partial or full satisfaction of the Tax-Related Items, and (ii) the Company may determine in its sole discretion to instead withhold from any other compensation paid to you by

the Company or the Employer in partial or full satisfaction of the Tax-Related Items, provided that if you are subject to reporting obligations under Section 16 of the Exchange Act, exercise of such discretion is subject to the prior approval and direction of the Committee. In no way limiting the foregoing, the Company is hereby authorized to withhold shares of Common Stock that are otherwise to be issued and delivered to you under this Award in partial or full satisfaction of the Tax-Related Items; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law to the extent required to avoid an adverse accounting impact. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the vested Award, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

(b) You agree to pay the Company or the Employer any amount of Tax- Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described. Unless the obligation for Tax-Related Items is satisfied, the Company shall have no obligation to deliver to you any Common Stock.

(c) In the event the obligation of the Company and/or any Affiliate to withhold arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the withholding obligation was greater than the amount, if any, withheld by the Company and/or any Affiliate, you agree to indemnify and hold the Company and its Affiliates harmless from any failure by the Company and/or any Affiliate to withhold the proper amount.

(d) To the extent Section 409A of the Code ("Section 409A") applies to the Award, the Award shall be administered and interpreted in accordance with the requirements thereof, and each settlement hereunder shall be considered a separate installment payment. Without limitation, if you are a "specified employee" within the meaning of Section 409A, to the extent required to avoid accelerated taxation and penalties under Section 409A, the Common Stock that would otherwise be delivered to you pursuant to the Award during the six-month period immediately following your "separation from service" within the meaning of Section 409A (a "Separation from Service") will instead be delivered on the six-month anniversary of your Separation from Service (or your death, if earlier). In addition, in the event (i) the vesting of the PSUs is accelerated in connecting with a CIC Qualifying Termination and the Change in Control under the Plan is not a "change in control event" under Section 409A or (ii) the Award vests under Section 9(c) of the Plan and the Corporate Transaction (as defined in the Plan) is not a "change in control event" under Section 409A or accelerated settlement

would otherwise be prohibited under Section 409A, then the unvested portion of the Award shall fully vest as of such termination of Continuous Service or Corporate Transaction, as applicable, and shall be settled in accordance with the vesting schedule set forth in the Grant Notice to the extent required to comply with Section 409A.

11. UNSECURED OBLIGATION. Your Award is unfunded, and as a holder of a vested Award, you shall be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares pursuant to this Agreement. You shall not have voting or any other rights as a stockholder of the Company with respect to the shares to be issued pursuant to this Agreement until such shares are issued to you pursuant to Section 6 of this Agreement. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

12. NOTICES. Any notices provided for in your Award or the Plan shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address provided to the Company. Notwithstanding the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. NATURE OF GRANT. In accepting the grant, you acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Award is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of Awards, or benefits in lieu of Awards, even if Awards have been granted in the past;

(c) all decisions with respect to future Awards or other grants, if any, will be at the sole discretion of the Company;

(d) you are voluntarily participating in the Plan;

(e) the Awards and the shares of Common Stock subject to the Awards, and the income from and value of same, are not intended to replace any pension rights or compensation;

(f) the Awards and the shares of Common Stock subject to the Awards, and the income from and value of same, are not part of normal or expected compensation for purposes of, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

(g) the future value of the underlying shares of Common Stock is unknown, indeterminable and cannot be predicted with certainty;

(h) unless otherwise agreed with the Company, the Awards and the shares of Common Stock acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, any service you may provider as a director of any parent company or Affiliate;

(i) unless otherwise provided in the Plan or by the Company in its discretion, the Awards and the benefits evidenced by this Agreement, do not create any entitlement to have the Awards or any such benefits transferred to or assumed by another company, nor to be exchanged, cashed out or substituted for in connection with any corporate transaction affecting the Common Stock; and

(j) neither the Company, the Employer nor any Subsidiary or Affiliate of the Company shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Awards or of any amounts due to you pursuant to the settlement of the Awards or the subsequent sale of any shares of Common Stock acquired upon settlement.

14. NO ADVICE REGARDING GRANT. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of Common Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

15. ***DATA PRIVACY. If you would like to participate in the Plan, you will need to review the information provided in this Section 15 and, where applicable, declare consent to the processing and/or transfer of personal data as described below.***

(a) ***<u>Data Collection and Usage</u>. The Company collects, processes and uses personal data about you, including but not limited to, your name, home address, email address and telephone number, date of birth, social insurance number, passport number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Awards or any other entitlement to shares awarded, canceled, exercised, vested, unvested or outstanding in your favor, which the Company receives from you or your Employer ("Personal Data"). In order you to participate in the Plan, the***

Company will collect Personal Data for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan.

(b) ***<u>Stock Plan Administration and Service Providers</u>. The Company may transfer Personal Data to Morgan Stanley/E*TRADE ("Service Provider"), an independent service provider based in the U.S., which is assisting the Company with the implementation, administration and management of the Plan. Service Provider may open an account for you to receive and trade shares of Common Stock. You may be asked to acknowledge, or agree to, separate terms and data processing practices with Service Provider, with such agreement being a condition to the ability to participate in the Plan.***

(c) ***<u>International Data Transfers</u>. Personal Data will be transferred from your country to the U.S., where the Company and its service providers are based. You understand and acknowledge that the U.S. might have enacted data privacy laws that are less protective or otherwise different from those applicable in your country of residence. The Company's legal basis, where required, for the transfer of Data is your consent.***

(d) ***<u>Data Retention</u>. The Company will use Personal Data only as long as necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including, without limitation, under tax and securities laws. When the Company no longer needs Personal Data for any of the above purposes, the Company will cease to use Personal Data for this purpose. If the Company keeps Personal Data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis is your consent.***

(e) ***<u>Data Subject Rights</u>. You understand that you may have a number of rights under data privacy laws in your jurisdiction. Subject to the conditions set out in the applicable law and depending on where you are based, such rights may include the right to (i) request access to, or copies of, Personal Data processed by the Company, (ii) rectification of incorrect Personal Data, (iii) deletion of Personal Data, (iv) restrictions on the processing of Personal Data, (v) object to the processing of Personal Data for legitimate interests, (vi) portability of Personal Data, (vii) lodge complaints with competent authorities in your jurisdiction, and/or to (viii) receive a list with the names and addresses of any potential recipients of Personal Data. To receive clarification regarding these rights or to exercise these rights, you can contact GDPR@omnicell.com or our EU Data Protection Officer as follows:***

2B Advice GmbH
Joseph-Schumpeter-Allee 25, 53227 Bonn, Germany
Telephone: +49 228 926165 120
E-Mail: omnicell@2b-advice.com

(f) ***<u>Voluntariness and Consequences of Consent Denial or Withdrawal</u>. You hereby unambiguously consent to the collection, use and transfer, in electronic or other form, of your Personal Data, as described above and in any other grant materials, by and among, as applicable, your Employer, the Company and any Affiliate for the exclusive purpose of implementing, administering and managing your participation in the Plan. You understand that you may, at any time, refuse or withdraw the consents herein, in any case without cost, by contacting in writing your human resources representative. If you do not consent or later seek to revoke your consent, your employment status or service with your Employer will not be affected; the only consequence of refusing or withdrawing consent is that the Company would not be able to grant the Awards or other equity awards to you or administer or maintain such awards. Therefore, you understand that refusing or withdrawing consent may affect your ability to participate in the Plan. For more information on the consequences of refusal to consent or withdrawal of consent, you should contact your local human resources representative.***

<u>Declaration of Consent.</u> By accepting the Awards and indicating consent by signing the Grant Notice or through the Company's online acceptance procedure, you explicitly declare your consent to the entirety of the Personal Data processing operations described above including, without limitation, the onward transfer of Personal Data by the Company to the Service Provider or, as the case may be, a different service provider of the Company in the U.S.

16. MISCELLANEOUS.

(a) The rights and obligations of the Company under your Award shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. Your rights and obligations under your Award may only be assigned with the prior written consent of the Company.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award, and fully understand all provisions of your Award.

(d) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

17. RESTRICTIVE COVENANTS. As a condition to receiving the Award, you hereby agree to the covenants set forth below.

(a) Acknowledgements. Pursuant to your Continuous Service with the Company, you have or will have access to, and knowledge of, Confidential Information of the Company. You acknowledge that any unauthorized use (including use for your own benefit or to the benefit of others), transfer, or disclosure by you of such confidential information can place the Company at a competitive disadvantage and cause damage, financial and otherwise, to its business. Notwithstanding the foregoing, you acknowledge and confirm your understanding that nothing in this Agreement limits your ability to communicate with the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board ("**NLRB**"), the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state, or local governmental agency or commission ("**Government Agencies**") or otherwise testify, assist, or participate in any investigation, hearing, or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. Additionally, nothing in this Agreement shall be construed to prohibit you from engaging in protected concerted activity under the National Labor Relations Act for the purpose of collective bargaining or other mutual aid or protection, including, without limitation, (i) making disclosures concerning this Agreement in aid of such concerted activities, (ii) filing unfair labor practice charges, (iii) assisting others who are filing such charges, and (iv) cooperating with the investigative process or the NLRB or other Government Agencies. You further acknowledge that, because of the knowledge of and access to such confidential information that you have acquired or will have acquired during your Continuous Service, you will be in a position to compete unfairly with the Company following the termination of your Continuous Service.

As used in this Agreement, "**Confidential Information**" means (1) information of the Company, to the extent not considered a Trade Secret under applicable law that: (a) relates to the Business of the Company, (ii) possess an element of value to the Company, (iii) is not generally known to the Company's competitors, and (iv) would damage the Company if disclosed; or (2) information of any third party provided to the Company that the Company is obligated to treat as confidential (such third party to be referred to as the "Third Party"), including, but not limited to, information provided to the Company by its licensors, suppliers, or Customers. Subject to the foregoing general definition, Confidential Information includes, but is not limited to: (a) business plans; (b) the composition, description, or

characteristics of current or contemplated products of the Company; (c) pricing information, such as price lists; (d) proprietary software and reports derived from said software; (e) advertising or marketing plans; (f) information regarding independent contractors, employees, licensors, suppliers, customers, or any Third Party, including, but not limited to, customer lists compiled by the Company, and customer or market information compiled by the Company; and (g) information concerning the Company's financial structure or condition, the Company's prospects or plans, its marketing and sales programs, the Company's research and development information, the Company's contemplated or actual mergers and acquisitions, stock splits and divestitures, and its methods and procedures of operation. Confidential Information shall not include any information that: (x) is or becomes generally available to the public other than as a result of an unauthorized disclosure; (y) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party; or (z) otherwise enters the public domain through lawful means.

As used in this Agreement, "Trade Secret" means the Company's trade secrets as defined by applicable statutory or common law.

(b) Non-Competition. During the term of your Continuous Service and for the twelve (12) months thereafter ("**Restricted Period**"), you will not, except as authorized by the Company, perform the same or similar tasks that you performed on behalf of the Company during your last twelve (12) months of Continuous Service ("**Competitive Tasks**") on behalf of any entity in competition with the Company contained on the then current "Competing Organization" list of such entities available under the Legal Policy Library section of the Company's intranet site at: https://omnicell.sharepoint.com/sites/OmnicellPolicies/PolicyProcedures/Omnicell%20Competing%20Organization%20List.pdf ("**Competitors**") anywhere the Company does Business ("**Restricted Territory**"). This provision shall be limited to performing Competitive Tasks only in the area(s) of the Business in which you worked or for which you had responsibility during your last twelve (12) months of Continuous Service with the Company. As used in this Agreement, "**Business**" means the development, manufacture, sale, or marketing of manufactured automated systems for medication management in hospitals and other healthcare settings, and medication adherence packaging and patient engagement software used by retail pharmacies. This provision does not apply to you if you live in California or Minnesota. If the enforcement of this restriction post-employment is not permitted under applicable law, then your Restricted Period will only be for the term of your Continuous Service for purposes of this Section 17(b).

(c) Non-Solicitation of Customers. During the Restricted Period, you will not directly or indirectly solicit any person or entity to whom the Company has sold products or services, directly solicited to sell its products or services, or cultivated a relationship intended to increase the sales of the Company's products or services

in the previous twelve (12) months ("**Customers**") of the Company in the Restricted Territory with whom you had Contact for the purpose of selling or providing any products or services competitive with those offered by the Company. As used in this Agreement, "**Contact**" means any interaction that takes place in the last twelve (12) months of your Continuous Service with the Company and is between you and a Customer: (i) with whom you dealt on behalf of the Company; (ii) whose dealings with the Company were coordinated or supervised by you; (iii) about whom you obtained trade secrets or confidential information in the ordinary course of business as a result of your work performed on behalf of the Company; or (iv) who purchases products or services from the Company, the sale or provision of which directly results or resulted in compensation, commissions, or earnings for you. Nothing in this Section shall be construed to prohibit you from soliciting: (a) a Customer that has terminated its business relationship with the Company (for reasons other than being solicited or encouraged by you to do so); (b) a product line or service line competitive with one that the Company no longer offers; or (c) a product line or service line with which you had no involvement while working for the Company and about which you did not learn Confidential Information.

Non-Solicitation of Customers For California and Colorado Employees Only: During the Restricted Period, you will not directly or indirectly use the Company's Trade Secrets to solicit any Customer of the Company with whom you had Contact for the purpose of selling or providing any products or services competitive with those offered by the Company. Nothing in this Section shall be construed to prohibit you from soliciting: (a) a Customer that has terminated its business relationship with the Company (for reasons other than being solicited or encouraged by you to do so); (b) a product line or service line competitive with one that the Company no longer offers; or (c) a product line or service line with which you had no involvement while working for the Company and about which you did not learn Confidential Information.

(d) Non-Recruit of Employees. During the Restricted Period, you will not, directly or indirectly, solicit, recruit or induce any employee to terminate his or her employment relationship with the Company in order to work for you or any other person or entity engaged in the Business.

(e) Remedies for Violation of Restrictive Covenants. You agree that, if you breach any of the provisions of this Section 17: (i) the Company shall be entitled to all of its remedies at law or in equity, including money damages and injunctive relief; (ii) in the event of such breach, in addition to the Company's other remedies, any unvested portion of the Award will be immediately forfeited and deemed canceled, and you agree to immediately transfer back to the Company any shares that vested during the 18 months prior to the date of your termination of Continuous Service (or if applicable law mandates a maximum time that is shorter than 18 months, then for a period of time equal to the shorter maximum period)

any such shares still held by you and to pay immediately to the Company the fair market value (determined as of the applicable vesting date or vesting event) of any such shares not still held by you; and (iii) the Company shall also be entitled to an accounting and repayment from you of all profits, compensation, commissions, remuneration or benefits that you (and/or the applicable Competitor) directly or indirectly have realized or may realize as a result of or in connection with any breach of these covenants, and such remedy shall be in addition to and not in limitation of any injunctive relief or other rights or remedies to which the Company may be entitled at law or in equity.

(f) Reasonable and Necessary. You agree that the covenants set forth in this Section 17 are reasonable and necessary for the protection of the Company's legitimate business interest, that they do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, that they contain reasonable limitations as to time and scope of activity to be restrained, that they do not unduly restrict your ability to earn a living, and that they are not unduly burdensome to you.

(g) Severability of Restrictive Covenants. Each provision of this Section 17 constitutes an entirely separate and independent restriction and the duration, extent, and application of each of the restrictive covenants contained herein are no greater than is necessary for the protection of the Company's interests. If any part or provision of this Section 17 is held unenforceable, it shall be severed and shall not affect any other part of this Section 17.

18. GOVERNING PLAN DOCUMENT. Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Except as expressly provided herein, in the event of any conflict between the provisions of your Award and those of the Plan, the provisions of the Plan shall control.

19. LANGUAGE. You acknowledge that you are sufficiently proficient in English or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

20. SEVERABILITY. If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

21. CHOICE OF LAW; VENUE. The interpretation, performance and enforcement of this Agreement will be governed by the law of the state of Delaware without regard to such state's conflicts of laws rules. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of the state of Delaware, or any federal court sitting in the state of Delaware, and no other courts, where this grant is made and/or to be performed.

22. AMENDMENT. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed or otherwise accepted by you and by a duly authorized representative of the Company. Notwithstanding the foregoing, this Agreement may be amended solely by the Board by a writing which specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, and provided that no such amendment adversely affecting your rights hereunder in a material manner may be made without your written consent. Without limiting the foregoing, the Board reserves the right, by written notice to you, to impose new provisions or to change the existing provisions of this Agreement in any way it may deem necessary or advisable for legal or administrative reasons to carry out the purpose of the grant.

23. INSIDER TRADING RESTRICTIONS/MARKET ABUSE LAWS. You acknowledge that you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, including but not limited to the United States, your country, the broker's country and the country or countries in which the Common Stock is listed, which may affect your ability, directly or indirectly, to purchase or sell, or attempt to sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock (*e.g*., Awards), or rights linked to the value of shares of Common Stock, during such times as you are considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdiction(s)). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before possessing the inside information. Furthermore, you understand that you may be prohibited from (i) disclosing the inside information to any third party, including fellow employees and (ii) "tipping" third parties by sharing with them Company insider information, or otherwise causing third parties to buy or sell Company securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may apply to you under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

24. FOREIGN ASSET/ACCOUNT REPORTING REQUIREMENTS. If you reside in a country outside the United States, there may be certain foreign asset and/or account reporting requirements which may affect your ability to acquire or hold shares of Common Stock or cash received from participating in the Plan (including from any dividends paid on shares of Common Stock) in a brokerage account or bank outside of your country. You may be required to report such accounts, assets or related transactions to the tax or other authorities in your country. You may also be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to your country within a certain time after receipt. It is your

responsibility to comply with such regulations and you should speak to your personal legal advisor on this matter.

25. APPENDIX. Notwithstanding any provisions in this Agreement, the Award grant shall be subject to any special terms and conditions set forth in any Appendix to this Agreement for your country. Moreover, if you relocate to one of the countries included in the Appendix, the special terms and conditions for such country, if any, will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

26. IMPOSITION OF OTHER REQUIREMENTS. The Company reserves the right to impose other requirements on your participation in the Plan, on the Awards and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

27. WAIVER. You acknowledge that a waiver by the Company of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Participant.

28. ELECTRONIC DELIVERY AND ACCEPTANCE. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

* * * * *

Appendix

Omnicell, Inc.

2009 Equity Incentive Plan

Global Performance-Based Restricted Stock Unit Award Agreement

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Global Performance-Based Restricted Stock Unit Agreement (the "Agreement") or the Plan.

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Performance-Based Restricted Stock Unit Award ("***RSUs***") granted to you under the Plan if you work and/or reside in one of the countries listed below. This Appendix forms part of the Agreement.

If you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding exchange control and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2023. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time you vest in the RSUs and acquire shares of Common Stock or sell shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to your particular situation and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently residing and/or working, transfer employment and/or residency to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the information contained herein may not apply to you in the same manner.

<u>Australia</u>

Notifications

Securities Law Information. This offer of RSUs is being made under Division 1A, Part 7.12 of the Corporations Act 2001 (Cth). Please note that if you offer shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should obtain legal advice on your disclosure obligations prior to making any such offer.

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

Canada

Terms and Conditions

Settlement of RSUs. Notwithstanding any discretion in the Plan or anything to the contrary in the Agreement, the RSUs do not provide any right for you, as a resident of Canada, to receive a cash payment and the RSUs shall be paid in shares of Common Stock only.

Nature of Grant. The following provision replaces Section 2 of the Agreement:

Subject to the limitations contained herein, your Award will vest, if at all, in accordance with the vesting schedule provided in the Grant Notice, provided that vesting will cease upon the termination of your Continuous Service.

For purposes of the Award, a termination of your Continuous Service will be deemed to occur as of the date that is the earlier of (i) the date of your termination, (ii) the date you receive notice of termination, or (iii) the date you are no longer actively providing services and will not be extended by any notice period (*e.g*., active service would not include any contractual notice period or any period of “garden leave” or similar period mandated under Canadian laws or the terms of your employment or service agreement, if any), regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or providing services or the terms of your employment or service agreement, if any; unless otherwise expressly provided in this Agreement or determined by the Company, your right to vest in the Awards under the Plan, if any, will terminate as of such date; in the event that the date you are no longer actively providing services cannot be reasonably determined under the terms of this Agreement and the Plan, the Committee shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of your Award (including whether you may still be considered to be providing services while on a leave of absence). Notwithstanding the foregoing, if applicable employment legislation explicitly requires continued vesting during a statutory notice period, your right to vest in the Awards, if any, will terminate effective as of the last date of the minimum statutory notice period but you will not earn or be entitled to pro-rated vesting if the vesting date falls after

the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

Notifications

Securities Law Information. The sale of shares of Common Stock acquired under the Plan may not take place in Canada. This requirement will be satisfied where the shares of Common Stock are sold by the designated broker under the Plan through the facilities of the U.S. stock exchange on which the shares of Common Stock are currently listed (*i.e.*, the Nasdaq stock market).

Foreign Asset/Account Reporting Information. Canadian residents are required to report their foreign specified property (*e.g*., shares of Common Stock) on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C$100,000 at any time in the year. The RSUs must be reported—generally at a nil cost—if the C$100,000 threshold is exceeded because of other foreign specific property held by you. The shares of Common Stock acquired under the Plan must be reported and their cost generally is the adjusted cost base ("***ACB***") of the shares of Common Stock. The ACB ordinarily would equal the fair market value of the shares of Common Stock at the time of acquisition, but if such Canadian resident owns other shares of Common Stock, this ACB may have to be averaged with the ACB of the other shares. The form T1135 generally must be filed by April 30 of the following year. Canadian residents should consult with a personal advisor to ensure compliance with the applicable reporting requirements.

France

Terms and Conditions

RSUs Not Tax-Qualified. The RSUs granted under this Agreement are not intended to qualify for special tax and social security treatment pursuant to Sections L. 225-197-1 to L. 225-197-5 and Sections L. 22-10-59 to L. 22-10-60 of the French Commercial Code, as amended.

Language Consent. By accepting the RSUs, you confirm having read and understood the Plan and Agreement, including all terms and conditions included therein, which were provided in the English language. You accept the terms of those documents accordingly.

En acceptant les droits sur des actions assujettis à restrictions (« restricted stock units » ou « RSUs »), vous confirmez avoir lu et compris le Plan et le Contrat, en ce compris tous les termes et conditions de ces documents, qui ont été fournis en langue anglaise. Vous acceptez les dispositions de ces documents en connaissance de cause.

Notifications

Foreign Asset/Account Reporting Information. French residents holding cash or securities (including shares of Common Stock) outside of France or maintaining a foreign bank or brokerage account (including accounts opened or closed during the tax year) must declare such

assets and accounts to the French tax authorities when filing an annual tax return. Failure to comply could trigger significant penalties.

Germany

Notifications

Exchange Control Information. Cross-border payments in excess of €12,500 must be reported monthly to the German Federal Bank (*Bundesbank*). If you make or receive a payment in excess of this amount (including if you acquire shares of Common Stock with a value in excess of this amount under the Plan or sell shares of Common Stock via a foreign broker, bank, or service provider and receive proceeds in excess of this amount) and/or if the Company or your Employer withholds or sells shares of Common Stock with a value in excess of this amount to cover Tax-Related Items, you must report the payment to Bundesbank either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available at the Bundesbank's website (www.bundesbank.de) or via such other method (*e.g.,* by email or telephone) as is permitted by Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by Bundesbank.

Foreign Asset/Account Reporting Information. If your acquisition of shares acquired under the Plan leads to a so-called qualified participation at any point during the calendar year, you may need to report the acquisition when you file your tax return for the relevant year. A qualified participation is attained if (i) you own at least 1% of the Company and the value of the shares of Common Stock acquired exceeds €150,000 or (ii) you hold shares of Common Stock exceeding 10% of the Company's total Common Stock.

India

Notifications

Exchange Control Information. You understand that you must repatriate any cash dividends paid on shares of Common Stock acquired under the Plan and any proceeds from the sale of such shares of Common Stock to India within a certain period of time after receipt of the proceeds. You will receive a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency. You should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with the applicable exchange control laws in India.

Foreign Asset/Account Reporting Information. You are required to declare any foreign bank accounts and any foreign financial assets (including shares of Common Stock held outside India) in your annual tax return. You acknowledge that you are responsible for complying with this reporting obligation and you should confer with your personal tax advisor in this regard.

United Arab Emirates

Notifications

Securities Law Information. Participation in the Plan is being offered only to eligible employees and is in the nature of providing equity incentives to employees in the United Arab Emirates. The Plan and the Agreement are intended for distribution only to such employees and must not be delivered to, or relied on by, any other person. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. The Emirates Securities and Commodities Authority has no responsibility for reviewing or verifying any documents in connection with the Plan. Neither the Ministry of Economy nor the Dubai Department of Economic Development has approved the Plan or the Agreement nor taken steps to verify the information set out therein, and has no responsibility for such documents.

United Kingdom

Terms and Conditions

Settlement. The following provision supplements Section 3 of the Agreement:

Notwithstanding any discretion contained in the Plan or the Agreement, the RSUs will not be settled in cash or a combination of cash and shares of Common Stock. The RSUs will be settled only in shares of Common Stock.

Responsibility for Taxes. This provision supplements Section 10 of the Agreement:

Without limitation to Section 10 of the Agreement, you hereby agree that you are liable for any Tax-Related Items related to your participation in the Plan and hereby covenant to pay such Tax- Related Items, as and when requested by the Company or (if different) the Employer or by HM Revenue & Customs ("***HMRC***") (or any other tax or relevant authority). You also hereby agree to indemnify and keep indemnified the Company and (if different) the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax or relevant authority) on your behalf.

Notwithstanding the foregoing, if you are an executive officer or director (as within the meaning of Section 13(k) of the Exchange Act), the terms of the immediately foregoing provision will not apply. Instead, any Tax-Related Items not collected or paid may constitute a benefit to you on which additional income tax and National Insurance Contributions ("***NICs***") may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any employee NICs due on this additional benefit, which can be recovered by any means set out in the Agreement.

National Insurance Contributions Acknowledgment. As a condition of participation in the Plan and the vesting of the RSUs, you agree to accept any liability for secondary Class 1 NICs which may be payable by the Company and/or the Employer in connection with the RSUs and any event giving rise to Tax-Related Items (the "***Employer NICs***"). Without limitation to the foregoing, you agree to execute a joint election with the Company, the form of such joint election being formally approved by HMRC (the "***Joint Election***"), and any other required consent or election. You further agree to execute such other joint elections as may be required

between you and any successor to the Company and/or the Employer. You further agree that the Company and/or the Employer may collect the Employer NICs from you by any of the means set forth in Section 10 of the Agreement. You must enter into the Joint Election concurrent with the execution of the Agreement.

If you do not enter into a Joint Election prior to the vesting of the RSUs or if approval of the Joint Election has been withdrawn by HMRC, the RSUs shall become null and void without any liability to the Company and/or the Employer.

Exhibit 31.1

CERTIFICATION

I, Randall A. Lipps, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Omnicell, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2025

/s/ Randall A. Lipps

Randall A. Lipps
President and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Nchacha E. Etta, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Omnicell, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations, and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

August 6, 2025

/s/ Nchacha E. Etta

Nchacha E. Etta
Executive Vice President & Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Randall A. Lipps, the President and Chief Executive Officer of Omnicell, Inc. (the "Company"), and Nchacha E. Etta, the Executive Vice President & Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended June 30, 2025 (the "Quarterly Report"), to which this Certification is attached as Exhibit 32.1, fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

In witness whereof, the undersigned have set their hands hereto as of the 6th day of August, 2025.

/s/ Randall A. Lipps	/s/ Nchacha E. Etta
Randall A. Lipps	Nchacha E. Etta
President and Chief Executive Officer	Executive Vice President & Chief Financial Officer
(Principal Executive Officer)	(Principal Financial Officer)

"This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Omnicell, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing."