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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2002.
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 number: 000-33043

Omnicell, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**94-3166458**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
1101 East Meadow Drive **Palo Alto, California** (Address of principal executive office)	**94303** (Zip Code)

Registrant's telephone number, including area code: **(650) 251-6100**

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

Title of each class	**Name of each exchange on which registered**
None	None

Securities registered pursuant to Section 12(g) of the Act:
common stock, $0.001 par value

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether Registrant is an accelerated filer (as defined in Rule 12b-2 of the Act). Yes ☒ No ☐

The aggregate market value of the voting stock held by non-affiliates of the registrant, based upon the closing sale price of the common stock on June 28, 2002 as reported on the Nasdaq National Market, was approximately $115 million. Shares of common stock held by each executive officer, director and each person who is known by the Registrant to own 5% or more of the Registrant's outstanding common stock have been excluded in that such persons may be deemed to be affiliates. Share ownership information of certain persons known by the Registrant to own greater than 5% of the outstanding common stock for purposes of the preceding calculation is based solely on information on Schedule 13G filed with the Commission and is as of June 28, 2002. This determination of affiliate status is not a conclusive determination for other purposes.

The number of outstanding shares of the Registrant's common stock was 22,284,144 as of February 28, 2003.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement for the Registrant's Annual Meeting of Stockholders to be held on May 21, 2003 are incorporated by reference into Part III of this Form 10-K.

OMNICELL, INC.

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PART I

ITEM 1. BUSINESS

In addition to historical information, this Annual Report on Form 10-K contains predictions, estimates and other forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Actual results could differ materially from any future performance suggested in this report as a result of many factors, including those referred to in "Quantitative and Qualitative Disclosures About Market Risk," under the heading "Factors That May Affect Future Operating Results" and elsewhere in this Annual Report on Form 10-K. The following discussion should be read in conjunction with the consolidated financial statements and notes included elsewhere in this report.

General

Omnicell, Inc. ("Omnicell" or the "Company") was founded in 1992. Our broad range of solutions is designed for many clinical areas of the healthcare facility—the central pharmacy, nursing units, operating room, cardiac catheterization lab, and the patient's bedside. Our solutions enable healthcare facilities to acquire, manage, dispense and deliver pharmaceuticals and medical supplies. Our medication and supply dispensing systems facilitate the distribution of pharmaceuticals and medical supplies at the point of care. These systems interface with healthcare facilities' existing information systems to accurately capture and display critical patient data. In 2002, we acquired two additional products, Omnicell PharmacyCentral, a central pharmacy carousel storage and retrieval solution, and SafetyMed™, a bedside automation solution. Our physician order management system streamlines communication between nursing and pharmacy staff. Our decision support solution allows healthcare facilities to monitor trends in drug utilization and diversion, improve regulatory compliance and reduce costs by monitoring usage patterns and optimizing product management. Our Internet-based procurement application automates and integrates healthcare facilities' requisition and approval processes. When used in combination, our products and services offer a comprehensive solution to enable healthcare facilities to ensure patient safety while improving operational efficiency.

We sell and lease our products and related services to a wide range of healthcare facilities such as hospitals, integrated delivery networks and specialty care facilities, which include nursing homes, outpatient surgery centers, catheterization labs and clinics. As of December 31, 2002, we had installed or released for installation 24,559 of our medication and supply dispensing automation systems at 1,365 healthcare facilities. In 2002, we generated revenue of $87.7 million from sales and leases of our products and related services.

Industry Background

The delivery of healthcare in the United States is predominantly dependent upon manual and paper-based methods, resulting in a highly fragmented, complex and inefficient system. A primary cause of this inefficiency is the relatively small investment made by healthcare facilities in information technology in the last two decades. Many existing healthcare information systems are unable to support the modernization of healthcare delivery processes and address patient safety initiatives. These factors have contributed to medical errors and unnecessary process costs across the sector.

The Institute of Medicine highlighted the prevalence of medical errors in a November 1999 report based on the results of more than 30 independent studies. The report indicated that medical errors are among the top ten causes of death in the United States, and that medication errors specifically were responsible for more than an estimated 7,000 deaths in 1993. In March 2001, the Institute of Medicine issued a follow-up report that recommended increased investment in information technology as a means of reducing medical errors and improving the overall quality of patient care. In January 2003,

the Institute of Medicine released a report urging private and public organizations to focus on quality-improvement efforts in 20 priority areas, including medication management.

Healthcare providers and facilities are also affected by significant economic pressures. Demand for health services continues to increase, as do the shortages in the U.S. labor market for healthcare professionals, especially nurses and pharmacists. Rising costs of labor, prescription drugs and new technology all contribute to increased spending. These factors, combined with the continuing consolidation in the healthcare industry, have significantly affected patient care and have increased the need to control costs.

Our Strategy

Our goal is to be the leading provider of patient safety solutions for the healthcare industry by focusing on the following strategies:

- continue to leverage and extend our solutions to address the patient safety and cost-containment pressures facing healthcare facilities;
- continue to collaborate with leading healthcare providers in the definition, development and deployment of our products and services;
- further penetrate our installed customer base;
- develop solutions that enhance our customers' existing systems by preserving, leveraging and upgrading their existing information systems; and
- develop strategic relationships with other healthcare and non-healthcare partners to enhance our product offerings, broaden our solution portfolio and increase our sales opportunities.

Omnicell Products and Services

Our automation solutions include medication and supply dispensing systems, a central pharmacy storage and retrieval solution, a bedside automation solution, a physician order management solution, a decision support application and an Internet-based procurement application. Our medication and supply dispensing systems consist of modular, secured and computerized cabinets and related software technology that manage and dispense pharmaceuticals and medical supplies. Omnicell PharmacyCentral brings automation to the central pharmacy, improving the storage and retrieval of medications. SafetyMed is a bar code-based bedside automation solution. OmniLinkRx improves communication between nursing and pharmacy staff when transmitting and filling medication orders. DecisionCenter® provides trend analysis and decision support based on data gathered by our medication and supply dispensing systems, and OmniBuyer™ automates the healthcare facility's requisition process.

Medication Dispensing Systems

We offer two lines of medication dispensing systems, Omnicell and Sure-Med®. Our Omnicell medication dispensing systems are highly configurable and are installed with high-resolution color touch screens. Our color touch screens provide users with a Windows-based graphical interface that is suited for displaying a patient's medical profile and Internet-based clinical information. In addition, these systems have dispensing drawers that support multiple levels of security by utilizing high-security single-dose lids and locking lids, medium-security sensing lids and patented guiding lights. The systems are configured to support efficient workflow in all areas of the hospital including operating rooms, emergency rooms, intensive care units and medical-surgical floors.

Our Sure-Med medication dispensing systems incorporate a variety of storage compartments and software that are compatible with all of our automation solutions. Sure-Med systems offer a wide range of configuration and dispensing technologies, including unit-dose dispensers and multiple drawer sizes.

The unit-dose module dispenses only the requested medication doses and is best suited for medications where regulatory guidelines mandate a highly controlled environment. Clinicians prefer this technology in high-security situations because it automates much of the logistical and documentation burden associated with dispensing controlled medications. Our color touch screens and associated software available on our Omnicell medication systems is also available on our Sure-Med medication systems. This enables both systems to function on a common platform, allowing customers to add our other products to their Sure-Med medication systems.

Supply Dispensing Systems

Our primary supply systems are cabinets comprised of one, two or three cells. Each cell is approximately two feet wide, six feet high and two feet deep with capacity of up to 120 stock-keeping units. Auxiliary cabinets can be added to the system to provide additional storage capacity. Various modules and drawer types are available to support a wide array of storage configurations.

Our supply systems incorporate locked transparent doors that restrict access to the supplies contained in the systems. The user enters his or her identification number on a console and selects the appropriate patient name. Specific doors then open according to the security level of the user. Using our patented "See & Touch" technology, the user is able to record supply utilization by pushing a dedicated reorder button on the shelf in front of the selected item.

Combination Systems

Our combination systems allow healthcare organizations to store medications and medical supplies in a single system. The architecture of our combination system enables each operating department to manage its products independently of other operating departments, restricting clinician and technician access to only appropriate pharmaceuticals and medical supplies and allowing the tracking of transaction data, inventory levels, expenses and patient treatment costs through a single database. By utilizing our combination systems, healthcare facilities are able to handle medications and medical supplies with greater flexibility and efficiency.

OmniCenter

OmniCenter® is a computerized central server that processes transaction data to and from our medication and supply dispensing systems, recording each transaction by user, patient, item quantity, cost, date and time. OmniCenter enables the pharmacy and materials management departments to run reports automatically or on demand, indicating when to restock the systems and when to reorder medications and supplies. OmniCenter also permits the user to generate a wide range of standard and customized reports. As a diagnostic service, we are able to remotely access an installed OmniCenter server from our technical support center to monitor the status of the server and all installed medication and supply dispensing systems.

Omnicell PharmacyCentral

Omnicell PharmacyCentral is an automated pharmacy retrieval system that enables hospital pharmacies to manage medication inventory in the central pharmacy, streamlining workflow for greater efficiency and improving inventory control.

Omnicell PharmacyCentral combines the benefits of an automated medication carousel system with bar code technology and sophisticated distribution and workflow management software, helping pharmacists ensure that the right medications are stored in and retrieved from the right locations. With bar code label preparation and scanning, the system performs important verification checks throughout the medication management process.

SafetyMed

SafetyMed is a comprehensive nursing workflow automation system designed to enhance the hospital's ability to improve medication safety. In addition to performing bar code checking at the patient bedside, the system automates other routine bedside tasks to improve nursing efficiency and help ensure patient safety.

By automating many of the steps required to safely administer medications, SafetyMed improves nursing efficiency. The system allows the nurse to quickly determine the scheduled medications to be administered during a particular time period, facilitating the removal of medications from the automated medication cabinet.

The system performs verification checks at the patient's bedside when medications are administered. Nurses use the wireless handheld scanning device to scan bar code information from the patient's wristband, from the medication packaging and from their own identification badges.

OmniLinkRx

OmniLinkRx is a physician order management system that simplifies the communication of medication orders from nursing stations to the pharmacy. Physician orders are scanned into fax sending devices at the nursing station where the image is instantly and electronically communicated to the pharmacy. Technicians and pharmacists then enter physician orders into the pharmacy system while viewing a digital image of the actual physician order online.

DecisionCenter

DecisionCenter provides users of Omnicell automated dispensing cabinets with a comprehensive data analysis system for easy and accurate decision-making. The Web-enabled system provides a variety of reports, drawing on current and historical data from the point-of-use dispensing cabinets, to complement those provided by the OmniCenter server. Included is a comprehensive set of standard reports and an optional, user-driven custom report-writing tool. The system's many benefits include providing the ability to refine inventory levels, identify purchasing and usage patterns, analyze costs, improve user compliance, and spot trends in drug utilization and diversion.

OmniBuyer

OmniBuyer is a secure, Internet-based procurement application that automates and integrates a healthcare facility's requisition and approval processes. The application incorporates buyer-specific business rules, such as spending limits, negotiated pricing, approval routing and customized access profiles. In addition, OmniBuyer is integrated with the healthcare facility's existing information systems, further streamlining the purchasing process. OmniBuyer is based on BuySite™ technology from Commerce One® which we have customized to meet the complex needs of the healthcare industry.

OmniBuyer provides a single online point of entry to meet the procurement needs of buyers at healthcare facilities. With OmniBuyer, our customers determine the specific suppliers, including manufacturers, distributors, marketplaces and exchanges, to which their buyers will have access.

Services

We provide two types of services in support of our automation solutions: (i) integration services in which our interface development team interfaces our solutions with our customers' existing clinical pharmacy, financial and materials management systems; and (ii) post-installation technical support. We generate revenue from service contracts for post-installation technical support, which provides our customers with phone support, on-site service, parts and access to software upgrades. On-site service is

provided by a combination of our field service operations team, our technical support group and field service representatives from Dade Behring Inc., a third-party service company.

Product Development

We commit significant resources to developing new products and technologies that bring value to our customers. Research and development expenses were $10.0 million, $11.0 million and $11.4 million in the years ended December 31, 2002, 2001 and 2000, respectively, representing 11.4%, 12.7% and 16.9% of total revenues in those years. In addition, development costs related to software implemented in our medication and supply dispensing systems and incurred subsequent to the establishment of technological feasibility, which were capitalized to be amortized to cost of product revenues, were $1.4 million, $0.7 million and $1.2 million in 2002, 2001, and 2000, respectively.

Our architecture and product development processes allow for rapid development and testing times. The software architecture for our medication and supply dispensing systems is based on database products and development tools centered on the Microsoft® Windows NT™ and Windows 2000™ platforms and the Microsoft Internet Information Server. This software is installed at the customer site. We develop application software that is generally applicable to all customers, while retaining broad customization functionality. We maintain a single release applicable to both our medication and supply dispensing systems, with each new release containing more configurable options as new features are added, while retaining previous functionality for backward compatibility. Interfacing with our customers' existing information systems is done according to the Health Level Seven (HL7) standards or, for non-compliant systems, is done utilizing our custom interface software. Interface software is kept separate from the main software release. Communication between the OmniCenter server and the medication and supply dispensing systems and interface software is accomplished through an application programming interface. Each new release of server software maintains backward compatibility with this application programming interface, so that previous versions of interfaces and medication and supply dispensing systems continue to operate when the OmniCenter server software is upgraded. Our products currently do not require approvals beyond standard

Underwriters Laboratories or Canadian Safety Association equivalent certification in North America. For the European Community, our products are required to have Conformite European (CE) certification.

Scalability is a key benefit of our product offerings and an area of continuous focus in our research and development activities. Our medication and supply dispensing systems deploy current industry standard Microsoft Windows NT 4.0 Server operating software and Pentium®-class Intel® microprocessors. The OmniCenter server is designed to support our systems, fully deployed, at the largest healthcare facilities.

Historically, we have typically offered a major upgrade to our application software approximately once a year. Our most recent automation software release was Omnicell® 7000, which became commercially available in July 2002. Software upgrades are included as part of our standard service contract. The majority of our customers have a service contract with Omnicell.

A significant part of our automation solutions business and one of our core competencies is our hardware group. While software occupies the majority of our development resources, the knowledge and expertise of our hardware group is one of the major factors setting us apart from our competitors. Since our medication and supply dispensing systems handle physical products, a considerable amount of skill is required in designing mechanisms that will automatically dispense a variety of sizes of pharmaceuticals and medical supplies.

The Omnicell PharmacyCentral workflow automation system is a Web-based application that is accessed through Microsoft Windows PC or Pocket PC portable wireless devices. The application runs on the Microsoft Windows 2000 platform and utilizes the Microsoft SQL Server database. This second-generation software was first installed in June of 2002 and is currently installed in five hospitals. Our

legacy software, which runs on the Windows NT platform and uses a Sybase database, is currently operating in eleven hospitals, with the first installation taking place in 1997. All eleven hospitals are budgeting for new hardware which is necessary to upgrade to the newest release.

Our SafetyMed nursing workflow automation system is built using industry standard tools including Visual Basic, Windows 2000 and Microsoft SQL Server. The application is very modular and configurable. Mobile devices gain access to the application utilizing Citrix server and appropriate Citrix ICA clients. This technique for remote access preserves the confidentiality of patient health information by ensuring that no such information ever resides on the remote device. We intend to maintain a version of the software which is backward compatible with installed customer installations. The application has been designed for the international market and has been in use in live operation at a 700-bed hospital in Israel for three years. We are tailoring the application for the U.S. market, and it is currently available for initial installation in a U.S. hospital.

Sales and Customer Support

We market and sell our products and services to a variety of healthcare organizations, including hospitals and alternate care facilities, targeting hospitals with more than 50 beds and alternate care organizations with multiple facilities. In the United States and Canada, we have a direct sales force organized into six regions. We sell through distributors in Europe, the Middle East, Asia and Australia. All of the members of our direct sales force sell our medication and supply dispensing systems, as well as SafetyMed, Omnicell PharmacyCentral, OmniLinkRx, DecisionCenter and OmniBuyer.

The sales cycle for our automation systems is long and can take in excess of 12 months. This is due in part to the cost of our systems and the number of people within a healthcare facility involved in the purchasing decision. To initiate the selling process, the sales representative generally targets the director of pharmacy, the director of materials management and/or other decision-makers and is responsible for educating each group within the healthcare facility about the benefits of automation. To assist hospitals in the acquisition of our systems, we offer multi-year, non-cancelable leases that reduce up-front acquisition costs. Typically, we sell our customers' lease agreements to a third-party leasing company. We have contracts with several group purchasing organizations ("GPO") that enable us to sell our automation systems to GPO-member healthcare facilities without going through a lengthy request for proposal and bidding process. These GPO contracts are typically for multiple years with options to renew or extend for up to two years but can be terminated by either party at any time. Our current GPO contracts include Premier, Inc., Novation, LLC, Consorta, Inc., Broadlane, Inc. and the Department of Veterans Affairs.

Our field service operations representatives support our sales force by providing operational and clinical expertise prior to the close of a sale and installing our automation systems post-sale. This group assists the customer with the technical implementation of our automation systems, including configuring our systems to address the specific needs of each individual customer. After the systems are installed, on-site support is provided by a combination of our field service operations team, our technical support group and a third-party service company.

We offer technical support through our technical support center in Waukegan, Illinois. The support center is staffed 24 hours a day, 365 days a year. We have found that two-thirds of all service issues can be addressed either over the phone or by our support center personnel utilizing their on-hand remote diagnostics tools. In addition, we utilize remote dial-in software that monitors customer conditions on a daily basis.

Manufacturing

Our medication and supply dispensing systems manufacturing strategy is to produce custom-configured systems with rapid turnaround in a high-quality and cost-effective manner. We currently

conduct our manufacturing operation in a 23,000 square foot facility in Palo Alto, California. We operate on a continuous flow, just-in-time basis to perform final assembly, configuration and system testing of all products. Our customer service personnel work closely with the end user to determine specific customer requirements for each installation. The detailed customer requirements are transmitted electronically to our manufacturing facility and, in some instances, one of our equipment suppliers where they are used to custom-configure each unit. Our operating software is installed as a part of the assembly process.

Our production activities consist primarily of final assembly of mechanical components and electronic sub-systems outsourced to key suppliers. While many components of our systems are standardized and available from multiple sources, certain components or subsystems are fabricated according to our specifications. We endeavor to obtain multiple sources of supplies for certain components. We believe we could obtain alternative sources of supplies within two to four months if our current suppliers were unable to provide us with adequate quantities of such components.

Our products are designed with a high degree of modularity that facilitates manufacturing, assembly and configuration and enables rapid deployment of new products and product enhancements. We have automated much of the software quality assurance process and have

streamlined key steps in the mechanical prototyping process in order to minimize the time from design prototype to volume production.

Product Backlog

Product backlog is the amount of medication and supply dispensing systems that has shipped to customers but is not yet installed at the customer site plus the amount of such systems that has not shipped but for which we have purchase orders. To facilitate excellent customer service through the timely delivery of our products and services and obtain more predictable and sustainable quarterly growth, it is incumbent on us to build product backlog. Our objective is to build backlog over the next several quarters to enable more effective execution going forward. Our product backlog as of December 31, 2002 was $28.0 million.

Installations

The majority of Omnicell's product revenue is derived from the sale and installation of medication and supply dispensing systems. These systems are shipped based on customer requested installation dates. Omnicell field operations employees generally perform system installations. The installations are considered complete and revenue is recognizable when the database files are complete, the systems are configured and labeled, Omnicell software is installed and deemed functional, the basic interfaces are complete, the systems are in the customer-designated locations, and the systems have been tested.

Competition

The medication management and supply chain solution market is intensely competitive and characterized by evolving technology and industry standards, frequent new product introductions and dynamic customer requirements. Many healthcare facilities still use and may continue to use highly manual approaches that do not utilize automated methods of distribution, inventory tracking, medication administration, central pharmacy storage and retrieval or procurement. As a result, we must continuously educate existing and prospective customers regarding the advantages of our products.

We expect continued and increased competition from current and future competitors, many of which have greater financial, technical, marketing and other resources than we have. Our current direct competitors in the medication and supply dispensing systems market include Pyxis Corporation (a division of Cardinal Health) and McKesson Automation (a division of McKesson Corporation).

With the acquisition of Omnicell PharmacyCentral and SafetyMed and the development of our open systems solutions, we have gained additional competitors. They include the Baxter Medication Delivery business of Baxter International Inc., Bridge Medical, Inc. (an AmerisourceBergen company), Care Fusion, Cerner Corporation, Eclipsys Technologies Corporation, IDX Systems Corporation, and Siemens Medical Solutions (a division of Siemens AG).

Companies in the medication management and supply chain solution market compete based on:

- breadth and depth of product offerings;
- flexibility and modularity of the products;
- utilization of advanced technologies;
- ease of use and efficiency;
- ability to integrate with the customer's existing systems and software;
- quality and reliability of product offerings;
- customer service; and
- price.

We believe our products and services compare favorably with those offered by our competitors, particularly in the areas of flexibility, utilization of advanced technologies, ease of use and the quality of integration with existing systems.

Intellectual Property and Proprietary Technology

Our success depends in part upon a combination of copyright and trademark laws, trade secrets, confidentiality procedures and contractual provisions to protect our proprietary rights. We pursue patent protection in the United States and foreign jurisdictions for technology that we believe to be proprietary and that offers a potential competitive advantage for our products. Our issued patents relate to our "See & Touch" methodology used in our medication and supply dispensing systems, the use of guiding lights in the open matrix pharmacy drawers, the use of locking and sensing lids with pharmacy drawers and the methods of restocking these drawers. These patents also apply to our unit-dose mechanism and methods, the single-dose dispensing mechanism and the methods for restocking the single-dose drawers using exchange liners. We are aware of one third party patent issued several years ago that may relate to certain of our products. Although we have received no notice alleging infringement from this third party to date, there can be no assurance that such third party will not assert an infringement claim against us in the future. Other than this patent, we are not aware that any of our products infringes the proprietary rights of any third parties.

All of our operating system software is copyrighted and subject to the protection of applicable copyright laws. We have also obtained registration of Omnicell, OmniCenter, OmniSupplier®, OmniRx®, DecisionCenter, and Sure-Med trademarks through the United States Patent and Trademark Office. We are in the process of registering other trademarks in the United States and internationally. We seek to protect and enforce our rights in our patents, copyrights, service marks, trademarks, trade dress and trade secrets through a combination of laws and contractual restrictions, such as confidentiality and licensing agreements.

Employees

As of December 31, 2002 we had a total of 350 employees, including 49 in manufacturing, 62 in research and development and 239 in selling, general and administrative positions. We also employ independent contractors and temporary personnel to support our development, marketing, customer

support, field service and administration organizations. None of our employees is represented by a collective bargaining agreement, nor have we experienced any work stoppage. We consider our relations with our employees to be good.

Executive Officers

The following table sets forth certain information as of February 28, 2003, about our executive officers:

Name	Age	Position
Randall A. Lipps	45	President, Chief Executive Officer, and Chairman of the Board of Directors
Dennis P. Wolf	50	Executive Vice President of Operations, Finance and Administration and Chief Financial Officer
Gary E. Wright	49	Executive Vice President of Sales, Marketing and Field Operations
John D. Higham	60	Vice President of Engineering and Chief Technical Officer

Randall A. Lipps was named Chief Executive Officer and President of Omnicell in October 2002. Mr. Lipps has served as Chairman of the Board and a Director of Omnicell since founding Omnicell in September 1992. From 1989 to 1992, Mr. Lipps served as the Senior Vice President of ST. Holdings, Inc., a travel and marketing company. From 1987 to 1989, he served as Assistant Vice President of Sales & Operations for an AMR (parent company of American Airlines, Inc.) subsidiary. Mr. Lipps received both a B.S. in economics and a B.B.A. from Southern Methodist University.

Dennis P. Wolf was named Executive Vice President of Operations, Finance and Administration and Chief Financial Officer in February 2003. From January 2001 to Janaury 2003, Mr. Wolf served as Senior Vice President of Finance and Administration and as Chief Financial Officer of Redback Networks, a broadband and optical networking company. From March 1998 to January 2001, Mr. Wolf was the Executive Vice President and Chief Financial Officer for Credence Systems Corporation, a manufacturer of integrated circuit test equipment, where he also served as Co-President from December 1998 to August 1999. From January 1997 to March 1998 he served as Senior Vice President and Chief Financial Officer at Centigram Communications Corporation and for much of that time also served as its Co-President. He received a B.A. in Religious Studies from the University of Colorado and an M.B.A. from the University of Denver.

Gary E. Wright has served as Executive Vice President of Sales, Marketing and Field Operations since October 2002. Mr. Wright joined Omnicell in June 1994 and served as Vice President of Supplier Relations and International from July 2000, Vice President of Supplier Relations from September 1999 to June 2000, Vice President of Business Development from July 1998 until August 1999, and Vice President of Sales and Field Operations from June 1994 to June 1998. Mr. Wright received a B.S. from Northern Illinois University.

John D. Higham has served as Vice President of Engineering and Chief Technical Officer of Omnicell since June 1993. From 1989 to 1993, Mr. Higham served as Vice President of Engineering of Octel Communications, Inc., a supplier of voicemail systems, where he was Vice President of Engineering for four years. Prior to Octel, he was with Impact Systems, Inc. for eight years, a company which he co-founded and held the positions of Vice President of Engineering and Vice President of Marketing. Mr. Higham received Engineering and Industrial Management degrees from Cambridge University, England, and a masters degree in Electrical Engineering from Columbia University.

Web Site Address

Our Web site address is *www.omnicell.com*. We make available free of charge through our Web site, our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and all amendments to these reports as soon as reasonably practicable after filing, by providing a hyperlink to the EDGAR Web site directly to our reports.

In 2003, we intend to adopt a code of ethics that applies to our principal executive officer, principal financial officer, principal accounting officer and controller or persons performing similar functions. We intend to post the text of our code of ethics on our Web site at *www.omnicell.com* in connection with "Investor" materials. In addition, we intend to promptly disclose (1) the nature of any amendment to our code of ethics that applies to our principal executive officer, principal financial officer, principal accounting officer and controller or persons performing similar functions and (2) the nature of any waiver, including an implicit waiver, from a provision of our code of ethics that is granted to one of these specified officers, the name of such person who is granted the waiver and the date of the waiver on our Web site in the future.

ITEM 2. PROPERTIES

We lease approximately 110,000 square feet of office, development and manufacturing space in Palo Alto, California and Waukegan, Illinois. Our principal administrative, marketing and research and development facilities are located in approximately 31,000 square feet of leased office space in Palo Alto, California under a lease expiring in June 2004. Our principal manufacturing facility is located in approximately 23,000 square feet of leased space in Palo Alto, California under a lease expiring in February 2004. We also maintain an administrative, marketing, development, technical support and training facility located in approximately 38,000 square feet of leased office space in Waukegan, Illinois under a lease expiring in June 2006, with an option to renew for an additional five years.

ITEM 3. LEGAL PROCEEDINGS

The Company is not a party to any material legal proceedings.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of our security holders during the quarter ended December 31, 2002.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

(a) Market for Our Common Stock

The Company's common stock has been traded on the Nasdaq National Market tier of the Nasdaq Stock Market under the trading symbol "OMCL" since August 7, 2001. The following table sets forth for the period indicated the high and low closing sale prices for the common stock, as reported by the Nasdaq National Market. The reported last sale price of the Company's common stock on the Nasdaq National Market on February 28, 2002 was $3.00.

Fiscal Year Ended December 31, 2002	High	Low
Fourth Quarter	$ 5.36	$ 1.40
Third Quarter	$ 6.60	$ 5.62
Second Quarter	$ 9.05	$ 4.57
First Quarter	$ 9.05	$ 6.50
Fiscal Year Ended December 31, 2001		
Fourth Quarter	$ 10.50	$ 7.30
Third Quarter	$ 9.70	$ 5.60

The approximate number of holders of record of the shares of the Company's common stock was 411 as of February 28, 2003. This number does not include stockholders whose shares are held in trust by other entities. The actual number of stockholders is greater than this number of holders of record. Based on the number of annual reports requested by brokers, the Company estimates that it has approximately 1,900 beneficial owners of its common stock.

The Company has never paid any cash dividends on its common stock and does not anticipate paying cash dividends in the foreseeable future. The Company has entered into a bank line of credit and the Company's agreement with such lender prohibits the payment of cash dividends without the prior written consent of the lender.

(b) Recent Sales of Unregistered Securities

In October 2001 the Company issued a five-year warrant to purchase 173,410 shares of the Company's common stock at an exercise price of $8.745 to Ascension Health Ventures, LLC. The sales and issuances of these securities were deemed to be exempt from registration under the Securities Act in reliance upon Regulation D.

ITEM 6: SELECTED CONSOLIDATED FINANCIAL DATA

The following statement of operations and balance sheet data have been derived from Omnicell's consolidated financial statements. The information set forth below is not necessarily indicative of the results of future operations and should be read in conjunction with the consolidated financial statements and notes thereto appearing elsewhere in this Annual Report on Form 10-K.

	Year Ended December 31,				
	2002	2001	2000	1999(1)	1998
	(in thousands, except per share amounts)				
Consolidated Statement of Operations Data:					
Product revenues	$ 72,834	$ 75,501	$ 58,458	$ 44,074	$ 34,690
Product revenues from related party(2)	—	—	1,097	4,163	9,398
Service and other revenues	14,856	11,400	7,810	7,034	4,124
Total revenues	87,690	86,901	67,365	55,271	48,212
Cost of product revenues	30,308	26,745	18,856	28,918	16,343
Cost of service and other revenues	6,110	6,022	7,722	5,377	1,801
Total cost of revenues(3)	36,418	32,767	26,578	34,295	18,144
Gross profit	51,272	54,134	40,787	20,976	30,068
Operating expenses:					
Research and development(4)	9,970	11,031	11,412	8,745	5,987
Selling, general and administrative(4)	44,767	43,683	46,000	35,797	24,292
Integration(5)	—	—	—	785	—
Restructuring(6)	1,723	(150)	2,908	—	—
Purchased in-process research and development	715	—	—	—	—
Total operating expenses	57,175	54,564	60,320	45,327	30,279
Loss from operations	(5,903)	(430)	(19,533)	(24,351)	(211)
Other income (expense), net	875	(577)	(1,156)	(1,767)	1,039
Income (loss) before income taxes	(5,028)	(1,007)	(20,689)	(26,118)	828
Provision for income taxes	10	160	100	149	185

Net income (loss)	$ (5,038)	$ (1,167)	$ (20,789)	$ (26,267)	$ 643
Preferred stock accretion	—	—	—	—	(22)
Net income (loss) applicable to common stockholders	$ (5,038)	$ (1,167)	$ (20,789)	$ (26,267)	$ 621
Net income (loss) per common share:					
Basic	$ (0.23)	$ (0.11)	$ (12.20)	$ (17.86)	$ 0.48
Diluted	$ (0.23)	$ (0.11)	$ (12.20)	$ (17.86)	$ 0.06
Weighted average common shares outstanding:					
Basic	21,725	10,312	1,704	1,471	1,302
Diluted	21,725	10,312	1,704	1,471	11,013

(1) The amounts shown for the year ended December 31, 1999 include the results of the Sure-Med acquisition from January 29, 1999 through December 31, 1999.

(2) These revenues represent revenues from Sun Healthcare, which was formerly a related party to Omnicell, Inc.

(3) Cost of revenues for the year ended December 31, 1999 includes: special charges related to the write-down of Sure-Med inventory—$9.7 million; purchase accounting adjustment due to the sale of Sure-Med inventories that had been written up to fair value—$1.1 million; and costs incurred to complete Sure-Med installation obligations—$0.8 million.

(4) Includes charges for stock-based compensation as follows:

	Year Ended December 31,				
	2002	2001	2000	1999	1998
	(in thousands)				
Research and development	$ 86	$ 213	$ 139	$ —	$ —
Selling, general and administrative	$ 419	$ 1,034	$ 677	$ 11	$ 17

(5) Integration expense in the year ended December 31, 1999 includes expenses associated with the Sure-Med acquisition.

(6) The Company recorded restructuring costs of $1.7 million in the fourth quarter of fiscal 2002 in connection with a plan to reduce costs and improve operational efficiencies. The Company recorded restructuring costs of $2.9 million in the third quarter of fiscal 2000 in connection with a strategic change in its e-commerce business to concentrate primarily on its Internet-based procurement application.

	December 31,				
	2002	2001	2000	1999(1)	1998
	(in thousands, except other data)				
Consolidated Balance Sheet Data:					
Cash, cash equivalents and short-term investments	$ 21,485	$ 23,839	$ 11,967	$ 6,698	$ 22,072
Total assets	65,542	72,114	43,905	37,117	46,498
Deferred gross profit(2)	18,008	24,790	25,847	26,695	20,227
Deferred service revenue	11,598	8,009	3,233	2,268	185
Long-term obligations, net of current portion	763	363	9,218	9,252	67
Redeemable convertible preferred stock	—	—	10,113	15,166	25,282
Total stockholders' equity (net capital deficiency)	$ 16,306	$ 19,601	$ (25,024)	$ (35,848)	$ (10,474)
Other Data:					
Cumulative number of sites of installed medication and supply dispensing systems	1,365	1,246	1,096	910	258
Cumulative number of medication and supply dispensing systems installed or released for installation	24,559	21,490	17,772	14,242	5,875

(1) The amounts shown for the year ended December 31, 1999 include the results of the Sure-Med acquisition from January 29, 1999 through December 31, 1999.

(2) Deferred gross profit represents primarily gross profit on sales of medication and supply dispensing systems, excluding installation cost, that have been shipped to, accepted and, in most instances, paid for by our customer but not yet installed at the customer site. The revenues and cost of revenues for such items are recorded upon completion of installation.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

In addition to historical information, this Annual Report on Form 10-K contains predictions, estimates and other forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Actual results could differ materially from any future performance suggested in this report as a result of many factors, including those referred to in "Quantitative and Qualitative Disclosures About Market Risk," under the heading "Factors That May Affect Future Operating Results" and elsewhere in this Annual Report on Form 10-K. The following discussion should be read in conjunction with the consolidated financial

statements and notes included elsewhere in this report.

Overview

We started our business in 1992 and began offering our supply automation systems for sale in 1993. In late 1996, we introduced our Omnicell medication dispensing system. In January 1999, we expanded our line of medication dispensing systems and customer base with the acquisition of the Sure-Med product line from Baxter Healthcare Corporation. In 2002, we acquired two additional products, Omnicell PharmacyCentral, a central pharmacy carousel storage and retrieval solution, and SafetyMed, a bedside automation solution. As of December 31, 2002, we had installed or released for installation 24,559 of our medication and supply dispensing systems at 1,365 healthcare facilities.

We sell our medication and supply dispensing systems primarily in the United States. We have a direct sales force organized into six regions in the United States and Canada. We sell through distributors in Europe, the Middle East, Asia and Australia. We manufacture the majority of our systems in our production facility in Palo Alto, California, with refurbishment and spare parts activities conducted in our Waukegan, Illinois facility.

We bill our customers upon delivery and acceptance of our medication and supply dispensing systems and recognize revenue when the systems are installed. Deferred gross profit on our balance sheet represents primarily medication and supply dispensing systems that have been shipped to, accepted, and, in most instances, paid for by our customers but not yet installed at the customer site. We record these shipments as deferred gross profit because title to the inventory has passed to the customer. During 2002, the value of our product shipments was less than the value of our systems installed and as a result our deferred gross profit declined to $18.0 million at December 31, 2002 compared to $24.8 million at December 31, 2001. Deferred gross profit was reported net of $6.3 million and $8.1 million of deferred cost of sales, excluding installation costs, as of December 31, 2002 and 2001, respectively. During the fourth quarter of 2002, we changed our focus from growing deferred gross profit which is based on shipment growth to growing product backlog which is based on order growth. Product backlog is defined as the amount of medication and supply dispensing systems that has shipped to customers but is not yet installed at the customer site plus the amount of such systems that has not shipped but for which we have purchase orders. Our product backlog as of December 31, 2002 was $28.0 million. The change in focus to building product backlog has allowed the Company to be more linear and efficient in its manufacturing and installation processes.

In October 2002, we initiated a restructuring of our organization to reduce costs and improve operational efficiencies. As part of this restructuring, we reduced headcount by 10%, or 39 employees. Restructuring charges of $1.7 million were recorded in the fourth quarter of 2002 and were primarily related to employee severance and benefits. The total cash outlay related to these charges was approximately $0.6 million in 2002 and the remaining charges of $1.1 million are expected to be paid by November 2003 and are included in accrued liabilities as of December 31, 2002.

Restatement of the Three and Nine Months Ended September 30, 2002

In February 2003, we filed a Quarterly Report on Form 10-Q/A amending Items 1, 2, the Factor That May Affect Future Operating Results entitled "We have a history of operating losses and we cannot assure you when we will regain profitability" in Item 3 and Item 4 of Part I of our Quarterly Report on Form 10-Q for the quarter ended September 30, 2002. This amendment was filed to reflect the restatement of our financial statements for the three and nine months ended September 30, 2002 relating to $1.2 million of product revenue incorrectly reported in the third quarter of 2002.

We record product revenue on our sales of medication and supply dispensing systems based upon completion of our installation obligation, if any, at the customer site. In January 2003, we discovered that certain products representing aggregate revenue of $1.2 million had not been installed as reported as of September 30, 2002. Approximately $600,000 worth of these products was installed in the fourth quarter of 2002 and the balance, approximately $600,000 of products, remained to be installed as of December 31, 2002. As a result of this restatement, for the three months ended September 30, 2002, total revenues decreased by $1.2 million to $17.9 million, net loss increased $869,000 to $3.5 million and net loss per share increased from $(0.12) to $(0.16). For the nine months ended September 30, 2002, total revenues decreased by $1.2 million to $67.2 million, net income decreased from $844,000 to a net loss of $25,000 and earnings per share decreased from $0.04 to $0.00. The effect of this restatement on the Condensed Consolidated Balance Sheets was to increase deferred gross profit and to decrease stockholders' equity by increasing accumulated deficit by $869,000 at September 30, 2002. The consolidated financial statements contained in this Annual Report on Form 10-K fully reflect the year-to-date results of this restatement as of December 31, 2002. In connection with this restatement, Omnicell re-evaluated certain of its internal controls and is in the process of implementing additional internal controls relating to the recording of revenue on installation of product at customer sites, which includes a general policy of requiring written acknowledgement from customers upon completion of installation of our product.

Revenues

Customers acquire our medication and supply dispensing systems either through an outright purchase or a non-cancelable long-term lease, which typically has a term of 60 months. We bill our customers upon delivery and acceptance of our medication and supply dispensing systems and recognize revenue when the systems are installed. Generally, we try to install our medication and supply dispensing systems within three to six months after shipment, but installation can, at the customer's request, be delayed for a year or more. Some customers experience delays in installation due to site construction and delays in receiving interfaces from third parties.

Typically we will sell our customer lease agreements on a non-recourse basis to third-party leasing companies. Product revenue is recognized for the net present value of the lease payment stream. As part of the initial sale or lease of our medication and supply dispensing systems, customers typically sign a one-year service agreement, and service revenues are recognized over the term of these agreements. Service and other revenues also include month-to-month rentals of our medication and supply dispensing systems and amortization of upfront fees received from certain distributors of our medication and supply dispensing systems and monthly subscription fees from hospitals utilizing our Internet-based procurement application.

Revenues from our medication and supply dispensing systems are difficult to forecast because the sales cycle, from initial assessment to product installation, involves a significant commitment of capital and time, varies substantially from customer to customer and can take more than one year. The order approval processes of our customers are subject to internal procedures associated with large capital expenditures and the time associated with accepting new technologies. For these and other reasons, the sales cycle associated with the purchase of our medication and supply dispensing systems is typically

lengthy and subject to a number of significant risks, including customers' budgetary constraints and internal acceptance reviews over which we

have little or no control.

Costs and Expenses

Our current expense levels are based, in part, on our expectations of higher future revenue levels. If revenue levels are below expectations, operating results are likely to be disproportionately impacted given our significant investment in infrastructure. We achieved profitability on a quarterly basis for the last two quarters of 2001 and the first two quarters of 2002, but have never achieved operating profitability on an annual basis. For these reasons, we believe that period-to-period comparisons of our results of operations are not necessarily meaningful and should not be relied upon as indications of future performance.

Cost of product revenues consists primarily of direct materials, labor and overhead required to manufacture medication and supply dispensing systems and also includes costs required to install our systems at the customer location. Cost of service and other revenues includes spare parts required to maintain and support installed systems and service and maintenance expense, including outsourced contract services. Direct materials and installation costs are mostly variable. Manufacturing labor and overhead remain relatively fixed over ranges of production volume. The cost of service and spare parts has increased as the size of our installed base of customers has increased.

Our research and development expenses include engineering and development salaries, wages and benefits, prototyping and laboratory expenses, consulting expenses and engineering-related facilities and overhead charges. Most of the research and development expenses are personnel- or facilities-related and are relatively fixed. Prototyping and consulting expenses will vary depending on the stage of completion of various engineering and development projects.

Our selling, general and administrative expenses include costs to support the sales, marketing, field operations and customer support and administration organizations. Most of these costs are personnel-or facilities-related and are relatively fixed. Bonuses and sales commissions will typically change in proportion to revenue or profitability. Other expenditures, such as advertising, promotions and consulting, are neither fixed nor variable and will fluctuate depending on product introductions, promotional programs and trade shows.

Deferred stock compensation for options granted to employees reflects the difference between the deemed fair market value of our common stock on the date options were granted to employees and the exercise price of those options. Deferred stock compensation is reflected as a component of stockholders' equity (net capital deficiency) and the deferred expense is being amortized to operations over the two to four year vesting periods of the options using the graded vesting method. The graded vesting method provides for vesting of portions of the overall awards at interim dates and results in greater vesting in earlier years than the straight-line method.

Critical Accounting Policies and Estimates

General

Our discussion and analysis of our financial condition and results of operations are based on our consolidated financial statements, which have been prepared in conformity with accounting principles generally accepted in the United States. It requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

We consider certain accounting policies related to revenue recognition, accounts receivable, inventory, other assets, business combinations, accrued liabilities and restructuring charges to be critical to our business operations and the understanding of our results of operations.

Revenue Recognition

Our revenue recognition policy is important because our revenue is a key component of our results of operations. In addition, our revenue recognition determines the timing of certain expenses, such as commissions and installation expenses. We follow specific and detailed policies on recognizing revenue. Revenue results are difficult to predict and any shortfall in revenue or delay in recognizing revenue could cause our operating results to vary significantly from quarter to quarter and could result in future operating losses.

Omnicell recognizes revenue in accordance with American Institute of Certified Public Accountant's Statement of Position 97-2, "Software Revenue Recognition" ("SOP 97-2"). We recognize a sale when persuasive evidence of an arrangement exists; delivery has occurred or services have been rendered; Omnicell's price to the customer is fixed and determinable; and collectibility is reasonably assured. A key requirement for Omnicell to recognize revenue from the sale of our automation products is the completion of our installation obligation at the customer site. Delays at a customer site due to construction delays or for other causes could result in our inability to install enough systems to achieve our revenue targets.

Revenues from lease arrangements are recognized in accordance with Statement of Financial Accounting Standard No. 13, "Accounting for Leases", upon completion of our installation obligation and at the beginning of the non-cancelable lease term. Most of our lease receivables are sold to third-party leasing finance companies. We record revenue at the net present value of the lease stream utilizing an implicit interest rate comparable to those charged by a third-party leasing company. We exclude from revenues any amount paid to leasing companies for the termination of an existing lease pursuant to a new lease. We have no obligation under the lease once it is sold to a leasing company. In 2002, 2001, and 2000, sales of medication and supply dispensing systems sold under net sales-type lease agreements totaled approximately $34.4 million and $43.4 million and $20.1 million, respectively. In 2002 and 2001, customer lease receivables sold to third-party leasing companies totaled approximately $37.1 million and $38.1 million, respectively. At December 31, 2002 and 2001, accounts receivable included approximately $1.4 million and $4.3 million, respectively, due from finance companies for lease receivables sold. U.S. government customers sign five-year non-cancelable leases but are subject to one-year government budget funding cycles. In our judgment and based on our history with these accounts, we believe these leases are collectible. However, in the future, if any of our U.S. government customers do not receive their annual funding, their lease payments could be delayed or stopped which could significantly impair our ability to recognize revenues on future sales to U.S. government customers and result in a write down of our unsold leases to U.S. government customers. As of December 31, 2002 the balance of our unsold leases to U.S. government customers was $2.7 million.

Post-installation technical support, such as phone support, on-site service, parts and access to software upgrades, is provided by the Company under separate service agreements. When support services are sold under multiple element arrangements, the Company allocates revenue to support services based upon its relative fair value which is determined by the average discount pricing of the arrangement applied separately to each product and support service component. Revenues on service agreements are recognized ratably over the related service contract period. Deferred service revenue represents amounts received under service agreements for which the services have not yet been performed and up-front fees received from certain distributors of our medication and supply dispensing systems. These up-front fees are

recognized ratably over the periods of the distribution agreements.

Accounts Receivable

We actively manage our accounts receivable to minimize credit risk. We typically sell to customers for which there is a history of successful collection. New customers are subjected to a credit review process, which evaluates the customers' financial position and ability to pay. We continually monitor and evaluate the collectibility of our trade receivables based on a combination of factors. We record specific allowances for doubtful accounts when we become aware of a specific customer's inability to meet its financial obligation to us such as in the case of bankruptcy filings or deterioration of financial position. Estimates are used in determining our allowances for all other customers based on factors such as current trends, the length of time the receivables are past due and historical collection experience. While we believe that our allowance for doubtful accounts receivable is adequate and that the judgment applied is appropriate, such amounts estimated could differ materially from what will actually transpire in the future.

Inventory

Omnicell writes down its inventory for estimated obsolescence or unmarketable inventory equal to the difference between the cost of the inventory and the estimated market value based on assumptions about future demand and market conditions. If actual future demand or market conditions are less favorable than we projected, additional inventory write-downs may be required.

Other Assets

Purchased Residuals

Although the Company had no contractual obligation to do so, in July 2002, it executed an agreement to purchase from Americorp Financial, Inc. ("AFI") all residual interests in Omnicell equipment covered by leasing agreements financed by AFI. The total purchase price was $3.1 million. The purchase price was assigned to the acquired lease residuals based on the original implied lease residual value, leased equipment type, and the Company's assessment of the customers' likelihood of renewal at the end of the lease term. As leases are renewed or upgraded, the Company charges the assigned value to cost of product revenues. When leases are not renewed or upgraded at the end of the lease contract or when the Company believes a renewal is unlikely, the assigned value is written off. The leases associated with the purchased residuals expire at various dates within four years from the date of the purchase agreement. Purchased residuals are tested for impairment whenever events or changes in circumstances indicate the carrying amount of the asset may not be recoverable from future undiscounted cash flows. If actual demand, market condition or timing of new products introductions differ from those projected by management, the value of purchased residuals could become significantly impaired. The value of purchased residuals at December 31, 2002 was $2.9 million and is recorded in other assets.

Capitalized Software Development Costs

Development costs related to software implemented in our medication and supply dispensing systems incurred subsequent to the establishment of technical feasibility are capitalized and amortized over the estimated lives of the related products. Technological feasibility is established upon completion of a working model, which is a matter of judgment using the guidelines of Statement of Financial Accounting Standards No. 86, "Accounting for the Costs of Computer Software to be Sold, Leased or Otherwise Marketed". All such development costs incurred prior to the completion of a working model are recognized as research and development expense.

Business Combinations

Impairment of Goodwill and Purchased Intangible Assets

In accordance with the Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets", the Company has adopted a policy for measuring goodwill for impairment on an annual basis and between annual tests in certain circumstances. No impairment of goodwill was recognized for the year ended December 31, 2002. The Company did not have any goodwill in 2001.

Purchased intangible assets include software and customer relationships acquired in a business combination. Purchased intangible assets are amortized on a straight-line basis over their useful lives of five or six years. Additionally, purchased intangible assets are tested for impairment whenever events or changes in circumstances indicate the carrying amount of the assets may not be recoverable from future undiscounted cash flows. No impairment of purchased intangible assets was recognized for the year ended December 31, 2002. The Company did not have any purchased intangible assets in 2001.

Accrued Liabilities

Accrued liabilities are based on our judgment of estimated future costs for goods or services already received or obligations incurred. Actual costs may differ from those estimates. Our estimates for accrued customer upgrade costs of $2.0 million at December 31, 2002 required a significant amount of judgment related to forecasted costs of materials, labor, travel and other costs required to fulfill upgrade obligations to certain Sure-Med customers we assumed under our purchase of Sure-Med in January 1999. Our estimates can and have changed based on actual costs incurred in completing these obligations.

Restructuring Charges

During the fourth quarter of fiscal 2002, we implemented a restructuring program to focus and streamline our business and reduce operating expenses. In connection with this program, we reduced headcount by approximately 10%, or 39 employees. As a result, we recorded restructuring costs of $1.7 million primarily related to employee severance and benefits. The total cash outlay related to these charges was $661,000 in 2002 and the remaining charges of $1.1 million are expected to be paid by November 2003 and are included in accrued liabilities as of December 31, 2002. The amounts recorded are estimates based on the status of execution of our restructuring plan.

Results of Operations

The following table sets forth certain items included in our results of operations for the years ended December 31, 2002, 2001 and 2000, expressed as a percentage of our total revenues for these periods:

	Year Ended December 31,		
	2002	2001	2000
Statement of Operations:			
Product revenues	83.1%	86.9%	88.4%
Service and other revenues	16.9	13.1	11.6
Total revenues	100.0	100.0	100.0
Cost of product revenues	34.5	30.8	28.0
Cost of service and other revenues	7.0	6.9	11.5
Total cost of revenues	41.5	37.7	39.5
Gross profit	58.5	62.3	60.5
Operating expenses:			
Research and development	11.4	12.7	16.9
Selling, general and administrative	51.0	50.3	68.3
Restructuring	2.0	(0.2)	4.3
Purchased in-process research and development	0.8	—	—
Total operating expenses	65.2	62.8	89.5
Loss from operations	(6.7)	(0.5)	(29.0)
Other income (expense), net	1.0	(0.6)	(1.7)
Loss before provision for income taxes	(5.7)	(1.1)	(30.7)
Provision for income taxes	0.1	0.2	0.2
Net loss	(5.8)%	(1.3)%	(30.9)%

Years Ended December 31, 2002 and 2001

Revenues. Total revenues increased 0.9% to $87.7 million for the year ended December 31, 2002 from $86.9 million for the year ended December 31, 2001.

Product revenues decreased by 3.5% to $72.8 million in 2002 from $75.5 million in 2001, due primarily to a decrease in the number of medication and supply dispensing system installations in 2002 as compared to 2001. The reduction in the number of units installed was partially offset by an increase in the relative proportion of medication dispensing systems sold, which have higher selling prices than our supply dispensing systems. In addition, we experienced an increase in the average selling prices of our supply dispensing systems in 2002 as compared with 2001 due to increased customer demand for our higher priced systems. We expect product revenue in the first quarter of 2003 to be essentially flat with the fourth quarter of 2002. Throughout the rest of 2003, we expect sequential quarterly product revenue growth.

Service and other revenues increased by 30.3% to $14.9 million in 2002 from $11.4 million in 2001. The increase in service and other revenues was primarily due to the increase in our installed base of automation systems combined with an increase in the number of leases that are sold with service contracts. We anticipate that service and other revenues in 2003 on a quarterly basis will be similar to the fourth quarter of 2002, or approximately $4.0 million per quarter.

Cost of Revenues. Total cost of revenues increased 11.1% to $36.4 million in 2002 from $32.8 million in 2001. Total cost of revenues as a percent of total revenues increased to 41.5% in 2002, from 37.7% in 2001.

Cost of product revenues increased by 13.3% to $30.3 million in 2002 from $26.7 million in 2001. Gross profit on product sales was $42.5 million or 58.4% of product revenues in 2002 as compared to $48.8 million, or 64.6% of product revenues in 2001. The decrease in gross profit as a percentage of product revenues in 2002 as compared to 2001 was due to fewer higher margin sales, a relatively fixed manufacturing overhead spread over a lower unit volume, and higher installation expense since fewer customers accepted responsibility for their own installations. In addition, the decrease in gross profit as a percentage of product revenues in 2002 was due to a write-down to lower of cost or market of returned materials and higher storage and shipping costs. We expect gross profit on product sales as a percentage of product revenues to be approximately the same in 2003.

Cost of service and other revenues increased slightly by 1.5% to $6.1 million in 2002 from $6.0 million in 2001. Gross profit on service and other revenues was $8.7 million, or 58.9% of service and other revenues in 2002 compared to $5.4 million, or 47.2% of service and other revenues in 2001. The increase in gross margin on service and other revenues in 2002 as compared to 2001 reflects a reduction in costs from our third-party service provider and the utilization of a higher concentration of refurbished product, for which our costs are minimal, to fulfill our service requirements. We believe that cost of service and other revenues will continue to grow in absolute dollars from service contracts associated with the growth of our installed base of medication and supply dispensing systems. We expect that gross margin on service and other revenues will continue to fluctuate based upon our ability to sustain cost improvements from our third-party vendor and on the ability to utilize refurbished product in the fulfillment of our service offerings.

Research and Development. Research and development expenses decreased by 9.6% to $10.0 million in 2002 from $11.0 million in 2001. Research and development expenses represented 11.4% and 12.7% of total revenues in 2002 and 2001, respectively. The decrease in research and development expense in 2002 is due primarily to an increase in the amount of capitalized software development costs relating to a major upgrade to our application software. In 2002, we capitalized approximately $1.4 million of software development costs compared to $0.7 million of

software development costs capitalized in 2001. Additionally, we lowered our research and development spending in our e-commerce business to $1.6 million in 2002 from $2.1 million in 2001. We anticipate that we will continue to commit significant resources to research and development in future periods to enhance and extend our offerings.

Selling, General and Administrative. Selling, general and administrative expenses increased 2.5% to $44.8 million in 2002 from $43.7 million in 2001. Selling, general and administrative expenses represented 51.0% and 50.3% of total revenues in 2002 and 2001, respectively. The increases in 2002 selling, general and administrative expenses on an absolute dollar basis reflect higher occupancy and travel costs partially offset by lower expenses for bonuses and amortization of deferred stock compensation. We expect that selling, general, and administrative expenses in absolute dollars and as a percentage of revenue will decline in 2003, as a result of our reduction in headcount as part of our October 2002 restructuring and cost reduction initiatives.

Restructuring. Restructuring charges were $1.7 million in 2002 and $(0.2) million in 2001. In 2002, we restructured our organization to reduce costs and improve operational efficiencies. As part of this restructuring, we reduced headcount by 10%, or 39 employees. As a result, we recorded restructuring costs of $1.7 million in the fourth quarter of 2002 primarily related to employee severance and benefits. The total cash outlay related to these charges was $661,000 in 2002. In 2001, we reversed the remaining outstanding restructuring accrual from a restructuring charge in 2000 in the amount of $150,000 related to estimated severance and benefits.

Amortization of Deferred Stock Compensation. Deferred stock compensation for options granted to employees reflects the difference between the deemed fair market value of our common stock on the date options were granted to employees and the exercise price of those options. Deferred stock compensation is reflected as a component of stockholders' equity (net capital deficiency) and the deferred expense is being amortized to operations over the two to four year vesting periods of the options using the graded vesting method. In the year ended December 31, 2002, we amortized $0.5 million of deferred compensation expense, which included $0.1 million to research and development expenses and $0.4 million to selling, general and administrative expenses. The balance of deferred stock compensation as of December 31, 2002 was $0.2 million.

Interest and Other Income. Interest and other income increased 94.6% to $1.5 million in 2002 from $0.8 million in 2001. The increase in interest and other income was due to a recovery of $0.5 million from an investment in equity securities of a privately held company written off in a prior year and a $0.3 million one-time gain on the sale of a portion of our government lease portfolio. The remaining balance of $0.7 million of interest and other income in 2002 and the entire balance in 2001 were comprised primarily of interest income from cash, short-term investments, and notes receivable from stockholders.

Interest and Other Expense. Interest and other expense decreased 54.4% to $0.6 million in 2002 from $1.3 million in 2001. This decrease is due primarily to a decline in interest expense as a result of the repayment of outstanding debt, partially offset by a write-off of an investment in equity securities of a privately held company of $0.4 million that was deemed impaired in the first quarter of 2001.

Provision for income taxes. Due to the losses we incurred, and the related net operating loss carryforwards available to us, we recorded minimal total state and federal income tax expense in 2002 and $0.2 million in 2001. Also impacting 2002 was an $85,000 tax benefit relating to a change in the calculation of the Alternative Minimum Tax Credit for 2001 due to a change in the tax law resulting from the Job Creation and Worker Assistance Act of 2002. Utilization of the Company's net operating loss may be subject to substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code and similar state provisions. Such an annual limitation could result in the expiration of the net operating loss before utilization.

Product Backlog. Effective as of September 2002, we report our product backlog position as of the end of each quarter. Our product backlog increased $5.4 million to $28.0 million as of December 31, 2002 from $22.6 million as of September 30, 2002.

Years Ended December 31, 2001 and 2000

Revenues. Total revenues increased 29.0% to $86.9 million for the year ended December 31, 2001 from $67.4 million for the year ended December 31, 2000.

Product revenues increased by 26.8% to $75.5 million in 2001 from $59.6 million in 2000, due primarily to an increased number of medication and supply dispensing system installations. These increases were the result of increased installation of equipment for new customers or new equipment sales for existing customers where leases were due to expire.

Service and other revenues increased by 46% to $11.4 million in 2001 from $7.8 million in 2000, due primarily to an increase in the number of new service contracts and increased renewals of existing service contracts.

Cost of Revenues. Total cost of revenues increased 23.3% to $32.8 million in 2001 from $26.6 million in 2000. Total cost of revenues as a percent of total revenues decreased to 37.7% in 2001 from 39.5% in 2000.

Cost of product revenues increased by 41.8% to $26.7 million in 2001 from $18.9 million in 2000. Gross profit on product sales was $48.8 million or 64.6% of product revenues in 2001 as compared to $40.7 million, or 68.3% of product revenues in 2000. The decrease in the gross profit as a percentage of product revenues in 2001 as compared to 2000 was due primarily to an increase in the mix of products sold through lower margin leases as compared to purchased products, a higher percentage of lower margin pharmacy products in 2001 compared to 2000 and write-downs of inventory of approximately $3.4 million.

Cost of service and other revenues decreased by 22.0% to $6.0 million in 2001 from $7.7 million in 2000, primarily due to a lower volume of Sure-Med installation kits which are more costly than Omnicell automation system installation kits and a shift in strategy from the utilization of third-party maintenance contract service providers to in-house maintenance service engineers in 2001. Gross profit on service and other revenues was $5.4 million, or 47.2% of service and other revenues in 2001 compared to $0.1 million, or 1.1% of service and other revenues in 2000. The increase in gross profit and gross margin on service and other revenues in 2001 compared to 2000, was due to the positive impact of recognizing $1.5 million in service billings in 2001 to several customers for services provided and expensed in previous periods that were not previously billed, more focus on services contract renewals in 2001 compared to 2000 and reductions in outsourced contract services and spare parts required to maintain installed systems.

Research and Development. Research and development expenses decreased by 3.3% to $11.0 million in 2001 from $11.4 million in 2000.

Research and development expenses represented 12.7% and 16.9% of total revenues in 2001 and 2000, respectively. The decrease in research and development expenses was primarily attributable to the corporate restructuring which occurred in the third quarter of 2000, in which we reduced our efforts in our e-commerce business. This resulted in a reduction of the portion of our engineering force dedicated to our e-commerce development. In 2001, we capitalized approximately $0.7 million of software development costs compared to $1.2 million of software development costs capitalized in 2000.

Selling, General and Administrative. Selling, general and administrative expenses decreased by 5.0% to $43.7 million in 2001 from $46.0 million in 2000. Selling, general and administrative expenses represented 50.3% and 68.3% of total revenues in 2001 and 2000, respectively. The decrease in selling, general and administrative expenses was due primarily to staffing decreases associated with our corporate restructuring which occurred in the third quarter of 2000, in which we reduced our efforts in our e-commerce business, partially offset by staffing increases to re-focus our efforts on our core medication and supply dispensing systems business.

Restructuring. A restructuring credit in 2001 of $150,000 represents a reversal of the accrued liability for restructuring which was established in the third quarter of 2000. This restructuring action resulted from the reduction of our efforts in our e-commerce business. The reversal reflected lower than anticipated employee severance and benefit costs.

Amortization of Deferred Stock Compensation. In the year ended December 31, 2001, we amortized $1.2 million of deferred compensation expense, which included $0.2 million to research and development expenses and $1.0 million to selling, general and administrative expenses. The balance of deferred stock compensation as of December 31, 2001 was $0.7 million.

Interest and Other Income. Interest and other income decreased 27.4% to $0.8 million in 2001 from $1.1 million in 2000. This decrease in interest income was primarily the result of declining interest rates in 2001.

Interest and Other Expense. Interest and other expense decreased 39.3% to $1.3 million in 2001 from $2.2 million in 2000. This decrease was primarily the result of the repayment of $18.3 million of

outstanding debt and redeemable convertible preferred stock obligations immediately following our initial public offering in August 2001.

Provision for income taxes. Due to the losses we incurred in years prior to 2001, and the related net operating loss carryforwards available to us, we recorded total state and federal income tax expense of $0.2 million and $0.1 million in 2001 and 2000, respectively.

Segment Information

We report segments in accordance with Statement of Financial Accounting Standard No. 131, "Disclosures About Segments of an Enterprise and Related Information" ("SFAS 131"). SFAS 131 requires the use of a management approach in identifying segments of an enterprise. Prior to 1999, the Company consisted of one operating segment: medication and supply dispensing systems. A second operating segment was created in the second half of 1999 with the introduction of our e-commerce business. Our chief operating decision-maker reviews information pertaining to reportable segments to the operating income level. There are no significant inter-segment sales or transfers. Assets and capital expenditures of the operating segments are not segregated and substantially all of our long-lived assets are located in the United States.

For the years ended December 31, 2002, 2001 and 2000, substantially all of our total revenues and gross profit were generated by the medication and supply dispensing systems operating segment. The Internet-based e-commerce business segment generated less than one percent of consolidated revenues in each of the years ended December 31, 2002, 2001 and 2000. The operating losses generated by the Internet-based e-commerce business segment were approximately $1.0 million, $4.4 million, $10.3 million (excluding a $2.9 million restructuring charge) in the years ended December 31, 2002, 2001 and 2000, respectively.

Liquidity and Capital Resources

As of December 31, 2002, our principal sources of liquidity included approximately $21.5 million in cash, cash equivalents and short-term investments. Our funds are currently invested in institutional money market funds and short-term interest-bearing securities.

On August 1, 2002, we established with a bank a revolving credit facility and a non-revolving credit facility, which together total $12.5 million. The credit agreement pertaining to these credit facilities was modified on December 31, 2002 to reflect our current financial position. The revolving credit facility provides us with advances of up to 65% of "eligible receivables" (as defined), up to $7.5 million, and expires on July 31, 2003. Any advances under the revolving credit facility would be secured by substantially all of Omnicell's assets. Interest under the revolving credit facility is payable at an annual rate equal to our lender's prime rate plus 1.0%. The non-revolving credit facility provides us with advances of up to $5.0 million, and expires on July 31, 2003. Advances under this credit facility will be paid over a 36-month period. Any advances under the non-revolving credit facility would be secured by substantially all of the Omnicell's assets. Interest under the non-revolving credit facility is payable at an annual rate equal to our lender's prime rate plus 1.5%. For both the revolving and non-revolving credit facilities, we have agreed not to pledge our intellectual property, including patents, copyrights and trademarks, to any other party, other than in the normal course of business. In addition, both credit facilities contain covenants that include limitations on indebtedness and liens, in addition to thresholds relating to stockholders' equity and balance sheet liquidity and restrictions on the payment of dividends. As of December 31, 2002, we had no outstanding borrowings under either of the credit facilities.

We generated cash of $1.2 million in 2002 and used cash of $10.7 million and $19.1 million in operating activities in 2001 and 2000, respectively. The primary sources of cash for the year ended December 31, 2002 were (i) a decrease in net accounts receivable of $7.7 million, (ii) a decrease in prepaid expenses and other assets of $1.2 million, (iii) a decrease in other assets of $0.4 million, (iv) an

increase in accounts payable of $1.1 million, and (v) an increase in deferred service revenue of $3.5 million, partially offset by an increase in inventories of $2.6 million, a decrease in accrued liabilities of $4.2 million, and a decrease in deferred gross profit of $6.9 million. In addition, cash provided by operating activities during 2002 was decreased by the net loss of $5.0 million and increased by non-cash charges for depreciation and amortization of $3.0 million. The primary uses of cash for the year ended December 31, 2001 were (i) an increase in accounts receivable of $7.1 million, (ii) an increase in inventories of $5.7 million, (iii) an increase in prepaid expenses and other current assets of $1.9 million, (iv) an increase in other assets of $3.9 million, (v) a decrease in accrued liabilities of $1.6 million, and (vi) a decrease in deferred gross profit by $1.1 million, partially offset by an increase in deferred service revenue of $4.8 million. In addition, cash used for operating activities during 2001 was increased by the net loss of $1.2 million and reduced by non-cash charges for depreciation and amortization of $3.7 million. The primary uses

of cash for the year ended December 31, 2000 were (i) an increase in accounts receivable of $1.4 million, (ii) an increase in inventories of $2.0 million, (iii) an increase in prepaid expenses and other current assets of $0.7 million, (iv) an increase in other assets of $0.8 million, (v) a decrease in accrued liabilities of $1.2 million, and (vi) a decrease in deferred gross profit by $0.8 million, partially offset by an increase in accounts payable of $2.2 million and an increase in deferred service revenue of $1.0 million. In addition, cash used for operating activities during 2000 was increased by the net loss of $20.8 million and reduced by non-cash charges for depreciation and amortization of $3.7 million.

Cash provided from investing activities was $2.1 million in 2002 and $1.4 million in 2000, compared to cash used for investing activities of $7.6 million in 2001. Cash used for investment and acquisition activities in 2002, included $0.2 million for an investment in a privately held company, $1.5 million for the acquisition of substantially all of the intellectual property assets of Medisafe and $1.0 million for the acquisition of APRS, Inc. Net maturities of short-term investments were $6.8 million in 2002 and $1.9 million in 2000, as compared to net purchases of short-term investments of $4.6 million in 2001. Expenditures for property and equipment were $2.1 million, $2.9 million and $0.5 million in 2002, 2001 and 2000, respectively.

We generated net cash from financing activities of $1.2 million, $25.5 million and $24.9 million in 2002, 2001 and 2000, respectively. Financing activities for the year ended December 31, 2002 consisted of raising funds through issuances of our equity securities as a result of the exercise of employee stock options and stock issuances under the employee stock purchase plan of $1.2 million. Financing activities in each of the years ending December 31, 2001 and 2000 consisted primarily of raising funds through issuances of our equity securities. In August 2001, we completed the initial public offering of 6.9 million shares of our common stock at an initial public offering price of $7.00 per share, raising $42.9 million net of underwriting discounts, commissions and offering expenses. We used approximately $7.9 million of the net proceeds to repay the outstanding principal and interest on the note held by Baxter Healthcare incurred in connection with our acquisition of the Sure-Med product line in January 1999. We also used approximately $10.3 million of the net proceeds to redeem 720,800 shares of redeemable convertible preferred stock plus accrued interest thereon held by Sun Healthcare at the closing of the offering. The 2000 period included the issuance of our Series K preferred stock, which raised net proceeds of approximately $28.5 million.

We have not paid any significant amount of taxes to date. As of December 31, 2002 the Company had net operating loss carryforwards for federal income tax purposes of approximately $56.4 million, which expire in the years 2010 through 2022, federal research and experimentation tax credits of approximately $1.2 million, which expire in the years 2007 through 2022, and federal alternative minimum tax credits of approximately $216,000 which have no expiration. The Company also had net operating loss carryforwards for California income tax purposes of approximately $24.8 million which expire in the years 2005 and 2010, and California research and experimentation credits of

approximately $1.2 million, which have no expiration. In addition, the Company had other state tax credits of $326,000 which begin to expire in 2005.

We have net operating lease commitments of $3.0 million payable when due through 2007 as follows (in thousands):

2003	$ 1,738
2004	805
2005	299
2006	152
2007	—
Total minimum lease payments	$ 2,994

We have an obligation to make quarterly installment payments of $0.3 million through January 2004 related to our note payable to Americorp Financial, Inc. ("AFI") as part of an agreement to purchase all residual interests in Omnicell equipment covered by leasing agreements financed by AFI. The amount due under the note at December 31, 2002 was $1.5 million.

As of December 31, 2002, we had a cash, cash equivalents and short-term investments balance of $21.5 million. We believe our current cash balances and cash flows generated by operations will be sufficient to satisfy our anticipated cash needs for working capital and capital expenditures for at least the next twelve months. However, if demand for our products and services does not continue as currently anticipated, we may be required to raise additional capital through the public equity market, private financings, collaborative arrangements and debt. In addition, in certain circumstances we may decide that it is in our best interests to raise additional capital to take advantage of opportunities in the marketplace. If additional capital is raised through the issuance of equity or securities convertible into equity, our stockholders may experience dilution, and such securities may have rights, preferences or privileges senior to those of the holders of the common stock. Additional financing may not be available to us on favorable terms, if at all. If we are unable to obtain financing, or to obtain it on acceptable terms, we may be unable to execute our business plan.

Recent Accounting Pronouncements

In July 2002, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard No. 146, "Accounting for Costs Associated with Exit or Disposal Activities" ("SFAS 146"). SFAS 146 requires that a liability for costs associated with an exit or disposal activity be recognized and measured initially at fair value only when the liability is incurred. SFAS 146 is effective for exit or disposal activities that are initiated after December 31, 2002. We do not expect the adoption of SFAS 146 to have a material impact on our operating results or financial condition.

In November 2002, the FASB issued Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others" ("FIN 45"). FIN 45 elaborates on the existing disclosure requirements for most guarantees, including loan guarantees such as standby letters of credit. It also clarifies that at the time a company issues a guarantee, the company must recognize an initial liability for the fair market value of the obligations it assumes under that guarantee and must disclose that information in its interim and annual financial statements. The disclosure requirements are effective for financial statements or interim or annual periods ending after December 15, 2002. The initial recognition and measurement provisions of FIN 45 apply on a prospective basis to guarantees issued or modified after December 31, 2002. We do not expect the adoption of FIN 45 to have a material impact on our operating results or financial condition.

In November 2002, the Emerging Issues Task Force of the Financial Accounting Standards Board reached a consensus on Issue No. 00-21,

"Revenue Arrangements with Multiple Deliverables" ("EITF No. 00-21"). EITF Issue No. 00-21 provides guidance on how to account for arrangements that involve the delivery or performance of multiple products, services and/or rights to use assets. The provisions of EITF Issue No. 00-21 will apply to revenue arrangements entered into in fiscal periods beginning after June 15, 2003. We are currently evaluating the effect that the adoption of EITF Issue No. 00-21 will have on our results of operations and financial condition.

In December 2002, the FASB issued Statement of Financial Accounting Standard No. 148, "Accounting for Stock-Based Compensation—Transition and Disclosure" ("SFAS 148"). SFAS 148 amends Statement of Financial Accounting Standard No. 123 "Accounting for Stock-Based Compensation" ("SFAS 123") to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, SFAS 148 amends the disclosure requirements of SFAS 123 to require disclosures in the summary of significant accounting policies of the effects of an entity's accounting policy with respect to stock-based employee compensation on reported net income and earnings per share in annual and interim financial statements. SFAS 148 does not amend SFAS 123 to require companies to account for employee stock options using the fair value method. The annual disclosure requirements of SFAS 148 are effective for fiscal years ending after December 15, 2002. The interim disclosure provisions are effective for financial reports containing financial statements for interim periods beginning after December 15, 2002. We do not expect the adoption of SFAS 148 to have a material effect on our financial position, results of operations, or cash flows. We have elected to continue to follow the intrinsic value method of accounting as prescribed by Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," to account for employee stock options.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The following discusses our exposure to market risk related to changes in interest rates, foreign currency exchange rates and equity prices. We reduce the sensitivity of our results of operations to these risks by maintaining an investment portfolio which is comprised solely of highly rated, short-term investments. We do not hold or issue derivatives, derivative commodity instruments or other financial instruments for trading purposes. We are exposed to currency exchange fluctuations, as we sell our products internationally. We manage the sensitivity of our international sales by denominating all transactions in U.S. dollars.

Our exposure to market rate risk for changes in interest rates relate primarily to our investment portfolio. We do not hold derivative financial instruments in our investment portfolio. We place our investments with high quality institutions and limit the amount of credit exposure to any one issuer. We are averse to principal loss and ensure the safety and preservation of our invested funds by limiting default, market and reinvestment risk. We classify our short-term investments as "fixed-rate" if the rate of return on such instruments remains fixed over their term. These "fixed-rate" investments include fixed-rate U.S. government securities and corporate obligations with contractual maturity dates ranging from less than one year to less than two years. The table below presents the amounts and related

weighted interest rates of our short-term investments at December 31, 2002 and 2001 (dollars in thousands, except percentage rates).

	December 31,	
	2002	2001
Average fixed interest rate	0.81%	2.44%
Amortized cost	$ 85	$ 6,927
Fair value	$ 85	$ 6,927
Contractual maturity dates:		
Less than one year	$ 85	$ 3,927
One to two years	$ —	$ 3,000
Total	$ 85	$ 6,927

Factors That May Affect Future Operating Results

Any reduction in the growth and acceptance of our medication and supply dispensing systems and related services would harm our business. Our medication and supply dispensing systems represent a relatively new approach to managing the distribution of pharmaceuticals and supplies at healthcare facilities. Many healthcare facilities still use traditional approaches that do not include automated methods of medication and supply dispensing management. As a result, we must continuously educate existing and prospective customers about the advantages of our products. Our medication and supply dispensing systems typically represent a sizeable initial capital expenditure for healthcare organizations. Changes in the budgets of these organizations and the timing of spending under these budgets can have a significant effect on the demand for our medication and supply dispensing systems and related services. In addition, these budgets are often characterized by limited resources and conflicting spending priorities among different departments. Any decrease in expenditures by these healthcare facilities, particularly our significant customers, could decrease demand for our medication and supply dispensing systems and related services and harm our business. We cannot assure you that we will continue to be successful in marketing our medication and supply dispensing systems or that the level of market acceptance of such systems will be sufficient to generate operating income.

The healthcare industry faces financial constraints and consolidation that could adversely affect the demand for our products and services. The healthcare industry has faced, and will likely continue to face, significant financial constraints. For example, the shift to managed care in the 1990s put pressure on healthcare organizations to reduce costs, and the Balanced Budget Act of 1997 significantly reduced Medicare reimbursement to healthcare organizations. Our automation solutions often involve a significant financial commitment by our customers, and, as a result, our ability to grow our business is largely dependent on our customers' information technology budgets. To the extent healthcare information technology spending declines or increases more slowly than we anticipate, demand for our products and services would be adversely affected.

Many healthcare providers have consolidated to create larger healthcare delivery organizations with greater market power. If this consolidation continues, it could erode our customer base and reduce the size of our target market. In addition, the resulting organizations could have greater bargaining power, which may lead to price erosion.

The medication management and supply chain solutions market is highly competitive and we may be unable to compete successfully against new entrants and established companies with greater resources. The medication management and supply chain solutions market is intensely competitive and is characterized by evolving technologies and industry standards, frequent new product introductions and dynamic customer requirements. We expect continued and increased competition from current and future competitors, many of whom have significantly greater financial, technical, marketing and other resources than we do. Our current direct competitors in the medication management and supply chain solutions market include Pyxis Corporation (a division of Cardinal Health, Inc.) and Automated Healthcare (a division of McKesson Corporation). Pyxis Corporation, in particular, has a significantly larger installed base of customers than we do and over the last couple of years has developed and introduced to the market a significantly larger number of new products. With the acquisition of Omnicell PharmacyCentral and SafetyMed and the development of our open systems solutions, we have gained additional competitors. They include the Baxter Medication Delivery business of Baxter International Inc., Bridge Medical, Inc. (an AmerisourceBergen company), Care Fusion, Cerner Corporation, Eclipsys Technologies Corporation, IDX Systems Corporation, and Siemens Medical Solutions (a division of Siemens AG).

The competitive challenges we face in the medication management and supply chain solutions market include, but are not limited to:

- Our competitors may develop, license or incorporate new or emerging technologies or devote greater resources to the development, promotion and sale of their products and services.
- Certain competitors have greater name recognition and a more extensive installed base of medication and supply dispensing systems or other products and services, and such advantages could be used to increase their market share.
- Other established or emerging companies may enter the medication management and supply chain solutions market.
- Current and potential competitors may make strategic acquisitions or establish cooperative relationships among themselves or with third parties, including larger, more established healthcare supply companies, thereby increasing their ability to develop and offer products and services to address the needs of our prospective customers.
- Our competitors may secure products and services from suppliers on more favorable terms or secure exclusive arrangements with suppliers or buyers that may impede the sales of our products and services.

Competitive pressures could result in price reductions of our products and services, fewer customer orders and reduced gross margins, any of which could harm our business.

We have a history of operating losses and we cannot assure you when we will achieve profitability. We had net losses of $26.3 million, $20.8, and $1.2 million in 1999, 2000, and 2001 respectively. While we were profitable in the first and second quarters of 2002, we had a net loss of $5.0 million for the year ended December 31, 2002, and as of December 31, 2002, we had an accumulated deficit of approximately $99.0 million. We can not assure you if or when we will be able to achieve profitability on a quarterly or annual basis.

Our quarterly operating results may fluctuate significantly and may cause our stock price to decline. Our quarterly operating results may vary significantly in the future depending on many factors that may include, but are not limited to, the following:

- the size and timing of orders for our medication and supply dispensing systems, and their installation and integration;
- the overall demand for healthcare medication management and supply chain solutions;

- changes in pricing policies by us or our competitors;
- the number, timing and significance of product enhancements and new product announcements by us or our competitors;
- the relative proportions of revenues we derive from products and services;
- our customers' budget cycles;
- changes in our operating expenses;
- the performance of our products;
- changes in our business strategy; and
- economic and political conditions, including fluctuations in interest rates and tax increases.

Due to the foregoing factors, our quarterly revenues and operating results are difficult to predict.

The purchase of our medication and supply dispensing systems is often part of a customer's larger initiative to re-engineer their pharmacy, distribution and materials management systems. As a result, the purchase of our medication and supply dispensing systems generally involves a significant commitment of management attention and resources by prospective customers and often requires the input and approval of many decision-makers, including pharmacy directors, materials managers, nurse managers, financial managers, information systems managers, administrators and boards of directors. For these and other reasons, the sales cycle associated with the sale or lease of our medication and supply dispensing systems is often lengthy and subject to a number of delays over which we have little or no control. We cannot assure you that we will not experience delays in the future. A delay in, or loss of, sales of our medication and supply dispensing systems could cause our operating results to vary significantly from quarter to quarter and could harm our business. In addition, many of our hospital customers are often slow to install our systems after they are purchased for reasons that are outside our control. Since we recognize revenue only upon installation of our systems at a customer's site, any delay in installation by our customers could also cause a reduction in our revenue for a given quarter. For all the above reasons, we believe that period-to-period comparisons of our operating results are not necessarily indicative of our future performance. Fluctuation in our quarterly operating results may cause our stock price to decline.

If our U.S. government customers do not receive their annual funding, our ability to recognize revenues on future sales to U.S. government customers could be significantly impaired and could result in a write down of our U.S. government leases. U.S. government customers sign five-year non-cancelable leases but are subject to one-year government budget funding cycles. In our judgment and based on our history with these accounts, we believe these leases are collectible. However, in the future, if any of our U.S. government customers do not receive their annual funding, their lease payments could be delayed or stopped which could significantly impair our ability to recognize revenues on future sales to U.S. government customers and result in a write down of our unsold leases to U.S. government customers. As of December 31, 2002 the balance of our unsold leases to U.S. government customers was $2.7 million.

If we are unable to recruit and retain skilled and motivated personnel, our competitive position, results of operations and financial condition could be harmed. Our success is highly dependent upon the continuing contributions of our key management, sales, technical and engineering staff. We believe that our future success will depend upon our ability to attract, train and retain highly skilled and motivated personnel. As our products are installed in increasingly complex environments, greater technical expertise will be required. As our installed base of customers increases, we will also face additional demands on our customer service and support personnel, requiring additional resources to meet these demands. We may experience difficulty in recruiting qualified personnel. Competition for qualified technical, engineering, managerial, sales, marketing, financial reporting and other personnel can be

intense and we cannot assure you that we will be successful in attracting and retaining qualified personnel. Competitors have in the past attempted, and may in the future attempt, to recruit our employees. Failure to attract and retain key personnel could harm our competitive position, results of operations and financial condition.

If we are unable to maintain our relationships with group purchasing organizations or other similar organizations, we may have difficulty selling our products and services. We have agreements with various group purchasing organizations, such as Premier, Inc., Novation, LLC, Consorta, Inc. and Broadlane, Inc., which enable us to sell more readily our products and services to customers represented by these organizations. Our relationships with these organizations are terminable at the convenience of either party. The loss of our relationship with Premier, for example, could impact the breadth of our customer base and could impair our ability to increase our revenues. We cannot guarantee that these organizations will renew our contracts on similar terms, if at all, and we cannot guarantee that they will not terminate our contracts before they expire.

We depend on a limited number of suppliers for our medication and supply dispensing systems, and our business may suffer if we are unable to obtain an adequate supply of components and equipment on a timely basis. Our production strategy for our medication and supply dispensing systems is to work closely with several key sub-assembly manufacturers and equipment providers and utilize lower cost manufacturers whenever possible. Although many of the components of our systems are standardized and available from multiple sources, certain components or subsystems are fabricated according to our specifications. At any given point in time, we may only use a single source of supply for certain components. Our failure to obtain alternative vendors, if required, for any of the numerous components used to manufacture our products would limit our ability to manufacture our products and could harm our business. In addition, any failure of a maintenance contractor to perform adequately could harm our business.

We depend on services from third parties to support our products, and if we are unable to continue these relationships and maintain their services, our competitive position, results of operations and financial condition could be harmed. Our ability to develop, manufacture and support our existing products and any future products depends upon our ability to enter into and maintain contractual arrangements with others. We currently depend upon services from a number of third-party vendors, including Dade Behring, Inc., to support our products. We cannot be sure that we will be able to maintain our existing or future service arrangements, or that we will be able to enter into future arrangements with third parties on terms acceptable to us, or at all. If we fail to maintain our existing service arrangements or to establish new arrangements when and as necessary, our competitive position, results of operations and financial condition could be harmed.

If we are unable to successfully integrate our automation solutions with the existing information systems of our customers, they may choose not to use our products and services. For healthcare facilities to fully benefit from our automation solutions, our systems must integrate with their existing information systems. This may require substantial cooperation, investment and coordination on the part of our customers. There is little uniformity in the systems currently used by our customers, which complicates the integration process. If these systems are not successfully integrated, our customers could choose not to use or to reduce their use of our automation solutions, which would harm our business.

Our failure to protect our intellectual property rights could adversely affect our ability to compete. We believe that our success depends in part on our ability to obtain patent protection for products and processes and our ability to preserve our trademarks, copyrights and trade secrets. We have pursued patent protection in the United States and foreign jurisdictions for technology that we believe to be proprietary and for technology that offers us a potential competitive advantage for our products, and we intend to continue to pursue such protection in the future. Our issued patents relate to various features of our medication and supply dispensing systems. There can be no assurance that we will file any patent applications in the future, that any of our patent applications will result in issued patents or

that, if issued, such patents will provide significant protection for our technology and processes. Furthermore, there can be no assurance that others will not develop technologies that are similar or superior to our technology or that others will not design around the patents we own. All of our operating system software is copyrighted and subject to the protection of applicable copyright laws. Despite our efforts to protect our proprietary rights, unauthorized parties may attempt to copy aspects of our products or obtain and use information that we regard as proprietary.

Intellectual property claims against us could harm our competitive position, results of operations and financial condition. We are aware of one third-party patent issued several years ago that may relate to certain of our products. Although we have received no notice alleging infringement from this third party to date, there can be no assurance that such third party will not assert an infringement claim against us in the future. Other than this patent, we do not believe that any of our products infringe upon the proprietary rights of any third parties. We cannot assure you, however, that third parties will not claim that we have infringed upon their intellectual property rights with respect to current or future products. We expect that developers of medication and supply dispensing systems will be increasingly subject to infringement claims as the number of products and competitors in our industry grows and the functionality of products in different industry segments overlaps. We do not possess special insurance that covers intellectual property infringement claims; however, such claims may be covered under our traditional insurance policies. These policies contain terms, conditions and exclusions that make recovery for intellectual infringement claims difficult to guarantee. Any infringement claims, with or without merit, could be time-consuming to defend, result in costly litigation, divert management's attention and resources, cause product shipment delays or require us to enter into royalty or licensing agreements. These royalty or licensing agreements, if required, may not be available on terms acceptable to us, or at all, which could harm our competitive position, results of operations and financial condition.

Product liability claims against us could harm our competitive position, results of operations and financial condition. We provide products that provide medication management and supply chain solutions for healthcare. Despite the presence of healthcare professionals as intermediaries between our products and patients, if our products fail to provide accurate and timely information or operate as designed, customers, patients or their family members could assert claims against us for product liability. Also, in the event that any of our products is defective, we may be required to recall or redesign those products. Litigation with respect to liability claims, regardless of its outcome, could result in substantial cost to us, divert management's attention from operations and decrease market acceptance of our products. Although we have not experienced any product liability claims to date, the sale and support of our products entail the risk of product liability claims. We possess a variety of insurance policies that include coverage for general commercial liability and technology errors and omissions liability. However, these policies may not be adequate against product liability claims. A successful claim brought against us, or any claim or product recall that results in negative publicity about us, could harm our competitive position, results of operations and financial condition.

Changing customer requirements could decrease the demand for our products and services. The medication management and supply chain solutions market is intensely competitive and is characterized by evolving technologies and industry standards, frequent new product introductions and dynamic customer requirements that may render existing products obsolete or less competitive. As a result, our position in the medication management and supply chain solutions market could erode rapidly due to unforeseen changes in the features and functions of competing products, as well as the pricing models for such products. Our future success will depend in part upon our ability to enhance our existing products and services and to develop and introduce new products and services to meet changing customer requirements. The process of

developing products and services such as those we offer is extremely complex and is expected to become increasingly complex and expensive in the future as new technologies are introduced. If we are unable to enhance our existing products or develop new products to meet changing customer requirements, demand for our products could decrease.

We may be required to seek additional financing to meet our future capital needs, which we may not be able to secure on favorable terms, or at all. We plan to continue to expend substantial funds for research and development activities, product development, integration efforts and expansion of accounts receivable and sales and marketing activities. We may be required to expend greater than anticipated funds if unforeseen difficulties arise in the course of completing the development and marketing of our products or services or in other aspects of our business. Our future liquidity and capital requirements will depend upon numerous factors, including:

- the development of new products and services on a timely basis;
- the receipt and timing of orders for our medication and supply dispensing systems;
- the cost of developing increased manufacturing and sales capacity; and
- the timely collection of accounts receivable.

As a result of the foregoing factors, it is possible that we will be required to raise additional funds through public or private financings, collaborative relationships or other arrangements. We cannot assure you that this additional funding, if needed, will be available on terms attractive to us, if at all. Furthermore, any additional equity financing may be dilutive to stockholders, and debt financing, if available, may involve restrictive covenants that could affect our ability to pay dividends or raise additional capital. Our failure to raise capital when needed could harm our competitive position, results of operations and financial condition.

Any deterioration in our relationship with Commerce One would adversely affect our Internet-based procurement capabilities. We have entered into an agreement with Commerce One, Inc., a provider of business-to-business technology solutions that link buyers and suppliers of goods and services to trading communities using the Internet. Our agreement with Commerce One enables us to implement a customized version of Commerce One's BuySite software at customer sites. We cannot be sure that Commerce One will not license its BuySite technology to our competitors. We cannot guarantee that Commerce One will be able to develop and introduce enhancements to its products that keep pace with emerging technological developments and emerging industry standards. In addition, we cannot guarantee that the Commerce One network will not experience performance problems or delays. The failure by Commerce One in any of these areas could harm our Internet-based procurement capabilities.

Government regulation of the healthcare industry could adversely affect demand for our products. While the manufacture and sale of our current products are not regulated by the United States Food and Drug Administration (FDA), we cannot assure you that these products, or our future products, if any, will not be regulated in the future. A requirement for FDA approval could have a material adverse effect on the demand for our products. Pharmacies are regulated by individual state boards of pharmacy that issue rules for pharmacy licensure in their respective jurisdictions. State boards of pharmacy do not license or approve our medication and supply dispensing systems; however, pharmacies using our equipment are subject to state board approval. The failure of such pharmacies to meet differing requirements from a significant number of state boards of pharmacy could decrease demand for our products and harm our competitive position, results of operations and financial condition. Similarly, hospitals must be accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) in order to be eligible for Medicaid and Medicare funds. JCAHO does not approve or accredit medication and supply dispensing systems; however, disapproval of our customers' medication and supply dispensing management methods and their failure to meet JCAHO requirements could decrease demand for our products and harm our competitive position, results of operations and financial condition.

While we have implemented a Privacy and Use of Information Policy and strictly adhere to established privacy principles, use of customer information guidelines and federal and state statutes and regulations regarding privacy and confidentiality, we cannot assure you that we will be in compliance

with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This legislation requires the Secretary of Health and Human Services (HHS), to adopt national standards for some types of electronic health information transactions and the data elements used in those transactions, to adopt standards to ensure the integrity and confidentiality of health information and to establish a schedule for implementing national health data privacy legislation or regulations. In August of 2002, HHS published final modifications to its privacy regulations that will take effect on April 14, 2003. These regulations restrict the use and disclosure of personally identifiable health information by our customers who are "covered entities" under HIPAA. Because Omnicell may be considered a "business associate" under HIPAA, many of our customers have required that we enter into written agreements governing the way we handle any patient information we may encounter in providing our products and services. In February of 2003, HHS issued final security rules requiring covered entities to implement appropriate technical and physical safeguards of electronically transmitted personal health information by April of 2005. We cannot predict the potential impact of rules that have not yet been proposed or any other rules that might be finally adopted on our customers or on Omnicell. In addition, other federal and/or state privacy legislation may be enacted at any time. These laws and regulations could restrict the ability of our customers to obtain, use or disseminate patient information. This could adversely affect demand for our products or force us to redesign our products in order to meet regulatory requirements.

Our facilities are located near known earthquake fault zones, and the occurrence of an earthquake or other natural disaster or any other catastrophic event could cause damage to our facilities and equipment, which could require us to cease or curtail operations. Our facilities are located near known earthquake fault zones and are vulnerable to significant damage from earthquakes. We are also vulnerable to damage from other types of disasters, including tornadoes, fires, floods, power loss, communications failures and similar events including the effects of war or acts of terrorism. If any disaster were to occur, our ability to operate our business at our facilities could be seriously or completely impaired or destroyed. The insurance we maintain may not be adequate to cover our losses resulting from disasters or other business interruptions.

Recently enacted and proposed changes in securities laws and regulations are likely to increase our costs. The Sarbanes-Oxley Act of 2002 that became law in July 2002 requires changes in some of our corporate governance and securities disclosure or compliance practices. That Act also requires the SEC to promulgate new rules on a variety of subjects, in addition to rule proposals already made, and Nasdaq has proposed revisions to its requirements for companies that are Nasdaq-listed. We expect these developments to increase our legal and accounting compliance costs, and to make some activities more difficult, such as stockholder approval of new option plans. We expect these developments to make it more difficult and more expensive for us to obtain director and officer liability insurance, and we may be required to accept reduced coverage or incur substantially higher costs to obtain coverage. These developments could make it more difficult for us to attract and retain qualified members of our board of directors, or qualified executive officers. We are presently evaluating and monitoring regulatory developments and cannot estimate the timing or magnitude of additional costs we may incur as a result.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The Company's consolidated financial statements and the independent auditors' reports appear on pages 36 through 65 of this report.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

The information required by this item concerning the Company's directors is incorporated by reference to the sections captioned "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance" contained in the Company's Proxy Statement related to the Company's Annual Meeting of Stockholders to be held May 21, 2003, to be filed by the Company with the Securities and Exchange Commission within 120 days of the end of the Company's fiscal year pursuant to General Instruction G (3) of Form 10-K (the "Proxy Statement"). Certain information required by this item concerning executive officers is set forth in Part I of this Report in "Business—Management" and certain other information required by this item is incorporated by reference from the section captioned "Section 16(a) Beneficial Ownership Reporting Compliance" contained in the Proxy Statement.

ITEM 11. EXECUTIVE COMPENSATION

The information required by this item is incorporated by reference to the sections captioned "Executive Compensation" and "Employment, Severance and Change of Control Agreements" contained in the Proxy Statement.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required by this item is incorporated by reference to the sections captioned "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information" contained in the Proxy Statement.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required by this item is incorporated by reference to the sections captioned "Compensation Committee Interlocks and Insider Participation" and "Certain Transactions" contained in the Proxy Statement.

ITEM 14. DISCLOSURE CONTROLS AND PROCEDURES

Omnicell evaluated the design and operation of its disclosure controls and procedures to determine whether they are effective in ensuring that the disclosure of required information is timely and made in accordance with the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and forms of the Securities and Exchange Commission. This evaluation was made under the supervision and with the participation of management, including Omnicell's principal executive officer and principal financial officer within the 90-day period prior to the filing of this Annual Report on Form 10-K. The principal executive officer and principal financial officer have concluded, based on their review, that Omnicell's disclosure controls and procedures, as defined at Exchange Act Rules 13a-14(c) and 15d-14(c), are effective to ensure that information required to be disclosed by Omnicell in reports that it files under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms. Omnicell re-evaluated certain of its internal controls in connection with the restatement of its financial statements for the three and nine months ended September 30, 2002 filed with the Securities and Exchange Commission on February 14, 2003, and is in the process of implementing additional internal controls relating to the recording of revenue on installation of product at customer sites, which includes a general policy of requiring written acknowledgement from customers upon completion of installation of our product.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES AND REPORTS ON FORM 8-K

(a)(2) **Financial Statement Schedule**

See Schedule II on page 65 for valuation on qualifying accounts.

(a)(3) **Exhibits**

The exhibits in the accompanying Index to Exhibits are filed or incorporated by reference as part of this Annual Report on Form 10-K.

(b) **Reports on Form 8-K**

The Company filed no reports on Form 8-K during the fiscal year ended December 31, 2002.

REPORT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

The Board of Directors and Stockholders
Omnicell, Inc.

We have audited the accompanying consolidated balance sheets of Omnicell, Inc. as of December 31, 2002 and 2001 and the related consolidated statements of operations, redeemable convertible preferred stock and stockholders' equity (net capital deficiency), and cash flows for each of the three years in the period ended December 31, 2002. Our audit also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. These standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Omnicell, Inc. at December 31, 2002 and 2001, and the consolidated results of its operations and its cash flows for each of the three years in the period ended December 31, 2002, in conformity with accounting principles generally accepted in the United States. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ ERNST & YOUNG LLP

San Jose, California
January 31, 2003

OMNICELL, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share amounts)

	December 31,	
	2002	2001
ASSETS		
Current assets:		
Cash and cash equivalents	$ 21,400	$ 16,912
Short-term investments	85	6,927
Accounts receivable, net of allowance for doubtful accounts of $465,000 and $456,000 at December 31, 2002 and 2001, respectively	10,644	18,167
Inventories	12,741	12,702
Prepaid expenses and other current assets	3,575	4,803
Total current assets	48,445	59,511
Property and equipment, net	5,026	5,384
Other assets	12,071	7,219
Total assets	$ 65,542	$ 72,114

LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 5,975	$ 4,837
Accrued liabilities	11,695	14,514
Deferred service revenue	11,598	8,009
Deferred gross profit	18,008	24,790
Current portion of note payable	1,197	—
Total current liabilities	48,473	52,150
Note payable	305	—
Other long-term liabilities	458	363
Commitments and contingencies	—	—
Stockholders' equity:		
Common stock, $0.001 par value: Authorized: 50,000,000 shares; issued and outstanding: 22,118,017 shares at December 31, 2002 and 21,666,668 shares at December 31, 2001	22	22
Additional paid-in capital	119,955	118,759
Notes receivable from stockholders	(4,512)	(4,554)
Deferred stock compensation	(159)	(664)
Accumulated deficit	(99,000)	(93,962)
Total stockholders' equity	16,306	19,601
Total liabilities and stockholders' equity	$ 65,542	$ 72,114

See Notes to Consolidated Financial Statements.

OMNICELL, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(in thousands, except per share amounts)

	Year Ended December 31,		
	2002	2001	2000
Revenues:			
Product revenues	$ 72,834	$ 75,501	$ 58,458
Product revenues from related party	—	—	1,097
Service and other revenues	14,856	11,400	7,810
Total revenues	87,690	86,901	67,365
Cost of revenues:			
Cost of product revenues	30,308	26,745	18,856
Cost of service and other revenues	6,110	6,022	7,722
Total cost of revenues	36,418	32,767	26,578
Gross profit	51,272	54,134	40,787
Operating expenses:			
Research and development	9,970	11,031	11,412
Selling, general and administrative	44,767	43,683	46,000
Restructuring	1,723	(150)	2,908
Purchased in-process research and development	715	—	—
Total operating expenses	57,175	54,564	60,320
Loss from operations	(5,903)	(430)	(19,533)
Interest and other income	1,487	764	1,053
Interest and other expense	(612)	(1,341)	(2,209)
Loss before provision from income taxes	(5,028)	(1,007)	(20,689)
Provision for income taxes	10	160	100
Net loss	$ (5,038)	$ (1,167)	$ (20,789)

Net loss per share—basic and diluted	$ (0.23)	$ (0.11)	$ (12.20)
Number of shares used in per share calculations:			
Basic and diluted	21,725	10,312	1,704

See Notes to Consolidated Financial Statements.

OMNICELL, INC.
CONSOLIDATED STATEMENT OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (NET CAPITAL DEFICIENCY)
(in thousands, except share amounts)

	Redeemable Convertible Preferred Stock		Convertible Preferred Stock		Common Stock							
	Shares	Amount	Shares	Amount	Shares	Amount	Additional Paid In Capital	Notes Receivable From Stockholders	Deferred Stock Compensation	Accumulated Deficit	Accumulated Other Comprehensive Income (Loss)	Total Stockholders' Equity (Net Capital Deficiency)
Balance at December 31, 1999	1,081,200	$ 15,166	11,527,848	$ 33,854	1,646,382	$ 2,302	$ —	$ —	$ —	$ (72,006)	$ 2	$ (35,848)
Net loss	—	—	—	—	—	—	—	—	—	(20,789)	—	(20,789)
Change in unrealized gain on short-term investments	—	—	—	—	—	—	—	—	—	—	2	2
Total comprehensive loss	—	—	—	—	—	—	—	—	—	—	—	(20,787)
Modification of stock option awards	—	—	—	—	—	728	—	—	—	—	—	728
Issuance of Series K convertible preferred stock for cash, net of issuance costs of $62	—	—	3,010,528	28,538	—	—	—	—	—	—	—	28,538
Exercise of stock options	—	—	—	—	1,251,919	5,146	—	—	—	—	—	5,146
Issuance of stock under employee stock purchase plan	—	—	—	—	181,839	883	—	—	—	—	—	883
Issuance of stockholder notes receivable	—	—	—	—	—	—	—	(4,578)	—	—	—	(4,578)
Issuance of warrant in connection with bank credit facility	—	—	—	—	—	78	—	—	—	—	—	78
Deferred stock compensation	—	—	—	—	—	2,591	—	—	(2,591)	—	—	—
Amortization of deferred stock compensation	—	—	—	—	—	—	—	—	816	—	—	816
Redemption of redeemable convertible preferred stock	(360,400)	(5,053)	—	—	—	—	—	—	—	—	—	—
Balance at December 31, 2000	720,800	10,113	14,538,376	62,392	3,080,140	11,728	—	(4,578)	(1,775)	(92,795)	4	(25,024)
Re-incorporation in Delaware	—	—	—	—	—	(11,725)	11,725	—	—	—	—	—
Net loss	—	—	—	—	—	—	—	—	—	(1,167)	—	(1,167)
Change in unrealized gain on short-term investments	—	—	—	—	—	—	—	—	—	—	(4)	(4)
Total comprehensive loss	—	—	—	—	—	—	—	—	—	—	—	(1,171)
Issuance of common stock upon initial public offering, net of issuance costs of $1,992	—	—	—	—	6,900,000	7	42,920	—	—	—	—	42,927
Conversion of convertible preferred stock to common stock	—	—	(14,538,376)	(62,392)	11,375,456	11	62,381	—	—	—	—	—
Redemption of redeemable convertible preferred stock	(720,800)	(10,113)	—	—	—	—	—	—	—	—	—	—
Exercise of stock options	—	—	—	—	73,736	—	82	—	—	—	—	82
Issuance of stock under employee stock purchase plan	—	—	—	—	163,211	1	526	—	—	—	—	527
Issuance of warrants	—	—	—	—	18,551	—	600	—	—	—	—	600
Conversion of note receivable	—	—	—	—	55,574	—	389	—	—	—	—	389
Repayment of stockholders' note receivable	—	—	—	—	—	—	—	24	—	—	—	24
Deferred stock compensation	—	—	—	—	—	—	136	—	(136)	—	—	—
Amortization of deferred stock compensation	—	—	—	—	—	—	—	—	1,247	—	—	1,247
Balance at December 31, 2001	—	—	—	—	21,666,668	22	118,759	(4,554)	(664)	(93,962)	—	19,601
Net loss and comprehensive loss	—	—	—	—	—	—	—	—	—	(5,038)	—	(5,038)
Exercise of stock options	—	—	—	—	336,886	—	470	—	—	—	—	470

Issuance of stock under employee stock purchase plan	—	—	—	—	139,144	—	775	—	—	—	—	775
Repurchases of common stock for repayment of stockholders' note receivable and accrued interest	—	—	—	—	(24,681)	—	(49)	42	—	—	—	(7)
Amortization of deferred stock compensation	—	—	—	—	—	—	—	—	505	—	—	505
Balance at December 31, 2002	—	$ —	—	$ —	22,118,017	$ 22	$ 119,955	$ (4,512)	$ (159)	$ (99,000)	$ —	$ 16,306

See Notes to Consolidated Financial Statements

OMNICELL, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31,		
	2002	2001	2000
Operating activities			
Net loss	$ (5,038)	$ (1,167)	$ (20,789)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	2,474	2,476	2,749
Amortization	43	—	90
Amortization of deferred stock compensation	505	1,247	816
Provision for excess and obsolete inventories	2,596	3,365	878
Purchase in-process research and development	715	—	—
Stock compensation	—	—	728
Write-off of intangible assets	—	—	182
Changes in assets and liabilities, net of effects of investment and acquisitions:			
Accounts receivable, net	7,710	(7,131)	(1,351)
Inventories	(2,635)	(5,653)	(1,968)
Prepaid expenses and other current assets	1,228	(1,925)	(741)
Other assets	355	(3,922)	(769)
Accounts payable	1,086	421	2,182
Accrued liabilities	(4,150)	(1,551)	(1,234)
Deferred service revenue	3,455	4,776	965
Deferred gross profit	(6,890)	(1,057)	(848)
Note payable	9	—	—
Other long-term liabilities	(280)	(589)	2
Net cash provided by (used in) operating activities	1,183	(10,710)	(19,108)
Investing activities			
Investment in privately held company	(225)	—	—
Acquisition of intellectual property	(1,520)	—	—
Acquisition of privately held company, net of cash acquired	(964)	—	—
Purchases of short-term investments	(2,053)	(6,800)	(4,055)
Maturities of short-term investments	8,895	2,155	5,923
Purchases of property and equipment	(2,073)	(2,947)	(511)
Net cash provided by (used in) investing activities	2,060	(7,592)	1,357
Financing activities			
Proceeds from issuance of common stock in initial public offering, net	—	42,927	—
Proceeds from issuance of common stock under employee stock purchase plan and option exercises	1,245	609	1,451
Proceeds from issuance of Series K preferred stock	—	—	28,538
Redemption of redeemable convertible preferred stock	—	(10,113)	(5,053)
Proceeds from stockholders' notes receivable	—	24	—
Repayment of notes payable	—	(7,914)	—
Payment of principle on long-term debt	—	—	(50)
Net cash provided by financing activities	1,245	25,533	24,886
Net increase in cash and cash equivalents	4,488	7,231	7,135

Cash and cash equivalents at beginning of year	16,912	9,681	2,546
Cash and cash equivalents at end of year	$ 21,400	$ 16,912	$ 9,681
Supplemental disclosures of non-cash financing and investing activities			
Issuance of note payable for purchase residuals	$ 2,100	$ —	$ —
Common stock share repurchase from cancellation of notes receivable from stockholder	$ 49	$ —	$ —
Conversion of note payable	$ —	$ 389	$ —
Redemption of preferred stock offset with receivables	$ —	$ —	$ 553
Issuance of stock purchase warrant	$ —	$ 600	$ 78
Issuance of notes receivable from stockholders to exercise stock options	$ —	$ —	$ (4,578)
Supplemental cash flow information			
Cash paid for interest	$ 100	$ 1,037	$ 1,800

See Notes to Consolidated Financial Statements.

OMNICELL, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Organization and Summary of Significant Accounting Policies

Description of the Company

Omnicell, Inc. ("Omnicell" or the "Company") was incorporated in the State of California in September 1992 under the name OmniCell Technologies, Inc. In August 2001, the Company reincorporated in Delaware and changed its name to Omnicell, Inc.

The Company's solutions enable healthcare facilities to acquire, manage, dispense and deliver pharmaceuticals and medical supplies. Omnicell's medication and supply dispensing systems facilitate the distribution of pharmaceuticals and medical supplies at the point of care. These systems interface with healthcare facilities' existing information systems to accurately capture and display critical patient data. In 2002, Omnicell acquired two additional products, Omnicell PharmacyCentral, a central pharmacy carousel storage and retrieval solution, and SafetyMed™, a bedside automation solution. Omnicell's physician order management system streamlines communication between nursing and pharmacy staff. Omnicell's decision support solution allows healthcare facilities to monitor trends in drug utilization and diversion, improve regulatory compliance and reduce costs by monitoring usage patterns and optimizing product management. Omnicell's Internet-based procurement application automates and integrates healthcare facilities' requisition and approval processes.

In August 2001, the Company completed its initial public offering of 6.9 million shares of common stock at the initial public offering price of $7.00 per share, raising net proceeds of $42.9 million.

Principles of Consolidation

These consolidated financial statements included the accounts of the Company and its wholly owned subsidiaries APRS, Inc., Omnicell HealthCare Canada, Inc. and Omnicell Europe SARL. Omnicell Europe SARL was dissolved in October 2001. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates in Preparation of Financial Statements

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the period reported. Actual results could differ from those estimates. Estimates are used in accounting for, but not limited to, the accounting for the allowance for doubtful accounts, inventory reserves, purchased residuals, asset and goodwill impairments, accrued liabilities, restructuring costs and taxes. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the consolidated financial statements in the period they are determined.

Reclassifications

Certain amounts as of December 31, 2001 have been reclassified to conform to the current period presentation.

Stock Split

All common stock share and per share amounts reflect a 1-for-1.6 reverse stock split effected on July 31, 2001.

Fair Value of Financial Instruments

The Company has determined the estimated fair value of its financial instruments. The amounts reported for cash and cash equivalents, accounts receivable, accounts payable and accrued expenses approximate fair value because of their short maturities. Short-term investments and notes receivable from stockholders are reported at their estimated fair value based on quoted market prices of comparable instruments. Based on borrowing rates currently available to the Company for loans with similar terms, the carrying value of its debt obligations at December 31, 2002 approximates fair value. The Company did not have any debt obligations at December 31, 2001.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments with original maturities of 90 days or less to be cash equivalents. Cash equivalents are carried at cost, which approximates market.

Short-Term Investments

Short-term investments consist primarily of highly liquid debt instruments purchased with original maturities of greater than 90 days but less than 24 months. The Company classifies these securities as available-for-sale. The differences between amortized cost and fair value, representing unrealized holding gains or losses, are recorded as a separate component of stockholders' equity until realized. The estimated fair value amounts have been determined by the Company using available market information. Any gains and losses on the sale of short-term investments are determined on a specific identification method, and such gains and losses are reflected as a component of interest income or interest expense. The Company has not experienced any significant gains or losses on its investments to date.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of investments in a money market account, trade receivables, and sales-type lease receivables.

The Company's products are primarily sold to customers and to distributors. The Company performs ongoing credit evaluations of its customers and maintains reserves for credit losses. Credit is extended based on an evaluation of the financial condition of our client's customer, and collateral is generally not required. Credit losses have not traditionally been material, and such losses have been within management's expectations. The Company maintains a reserve for potentially uncollectible accounts receivable based on our assessment of collectibility. The Company assesses collectibility based on a number of factors, including past history, the number of days an amount is past due (based on invoice due date), credit ratings of our client's customers, current events and circumstances regarding the business of our client's customers and other factors that we believe are relevant.

The majority of revenues are generated from customers in North America, totaling 98%, 99% and 99% of total revenues for the years ended December 31, 2002, 2001 and 2000, respectively. No single customer accounted for over 10% of revenues in the years ended December 31, 2002, 2001 and 2000. Charges for uncollectible accounts are included as a component of operating expenses in our statement of operations.

One leasing company accounted for 12% of accounts receivable at December 31, 2002. The same leasing company accounted for 39% of accounts receivable at December 31, 2001. At December 31, 2002 and 2001, the Company's reserve for potentially uncollectible accounts was $465,000 and $456,000, respectively.

Inventories

Inventories are stated at the lower of cost (utilizing standard costs, which approximate the first-in, first-out method) or market. The Company routinely assesses its on-hand inventory for timely identification and measurement of obsolete, slow-moving or otherwise impaired inventory. The Company writes down its inventory for estimated obsolescence or unmarketable inventory equal to the difference between the cost of the inventory and the estimated market value based on assumptions about future demand and market conditions. If actual future demand or market conditions are less favorable than the Company projected, additional inventory write-downs may be required.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the related assets, generally three to five years. Leasehold improvements are amortized over the shorter of the lease term or the estimated useful lives of the improvements, generally four to seven years.

Impairment of Long-Lived Assets

The Company evaluates its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable in accordance with Statement of Financial Accounting Standard No. 144, "Accounting for the Impairment or Disposal of Long-lived Assets". Recoverability of assets to be held and used, including assets to be disposed of other than by sale, is measured by a comparison of the carrying amount of any asset to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be sold are reported at the lower of the carrying amount or fair value less costs to sell.

Goodwill and Purchased Intangible Assets

In accordance with the Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets", the Company has adopted a policy for measuring goodwill for impairment when indicators of impairment exist, and at least on an annual basis. No impairment of goodwill was recognized for the year ended December 31, 2002. The Company did not have any goodwill in 2001.

Purchased intangible assets include software and customer relationships acquired in a business combination. Purchased intangible assets are amortized on a straight-line basis over their useful lives of five or six years. Additionally, purchased intangible assets are tested for impairment whenever events or changes in circumstances indicate the carrying amount of the assets may not be recoverable from future undiscounted cash flows. No impairment of purchased intangible assets was recognized for the year ended December 31, 2002. The Company did not have any purchased intangible assets in 2001.

Revenue Recognition

Revenues are derived primarily from sales of medication and supply dispensing systems and subsequent service agreements. The Company markets these systems for sale or for lease. Medication and supply dispensing system sales, which are accounted for in accordance with American Institute of Certified Public Accountant's Statement of Position 97-2, "Software Revenue Recognition" ("SOP 97-2"), are recognized when persuasive evidence of an arrangement exists; delivery has occurred or services have been rendered; Omnicell's price to the customer is fixed and determinable; and collectibility is reasonably assured.

Revenues from leasing arrangements are recognized in accordance with Statement of Financial Accounting Standards No. 13, "Accounting for Leases", upon completion of the Company's installation obligation and commencement of the noncancelable lease term. Deferred gross profit represents the profit to be earned by the Company, exclusive of installation costs, on medication and supply dispensing systems shipped to the customer but not yet installed at the customer site.

Post-installation technical support, such as phone support, on-site service, parts and access to software upgrades, is provided by the Company under separate service agreements. When support services are sold under multiple element arrangements, the Company allocates

revenue to support services based upon its relative fair value which is determined by the average discount pricing of the arrangement applied separately to each product and support service component. Revenues on service agreements are recognized ratably over the related service contract period. Deferred service revenue represents amounts received under service agreements for which the services have not yet been performed and up-front fees received from certain distributors of our medication and supply dispensing systems. These up-front fees are recognized ratably over the periods of the distribution agreements.

Revenues from the Company's Internet-based procurement application are recognized ratably over the subscription period. Internet-based procurement application revenues were not significant (less than 1% of total revenues) for the years ended December 31, 2002, 2001 and 2000, and are included in service and other revenues.

Research and Development Expenses

The Company's policy is to expense research and development costs as incurred, other than certain software development costs. The Company's research and development expenses include engineering and development salaries, wages and benefits, prototyping and laboratory expenses, consulting expenses and engineering-related facilities and overhead charges. Most of the research and development expenses are primarily personnel- or facilities-related and are relatively fixed. Prototyping and consulting expenses vary depending on the stage of completion of various engineering and development projects.

Software Development Costs

Development costs related to software implemented in the Company's medication and supply dispensing systems and incurred subsequent to the establishment of technological feasibility are capitalized and amortized over the estimated lives of the related products ranging from 15 months to 3 years. Technological feasibility is established upon completion of a working model, which is a matter of judgment using the guidelines of Statement of Financial Accounting Standards No. 86, "Accounting for the Costs of Computer Software to be Sold, Leased or Otherwise Marketed". All such development

costs incurred prior to the completion of a working model are recognized as research and development expense. At December 31, 2002 and December 31, 2001, the balance of capitalized software development costs was approximately $1.5 million and $1.1 million, respectively. These costs are reported as a component of other assets. Amortization of capitalized software development costs was approximately $1.0 million in 2002, $0.4 million in 2001 and zero in 2000.

Advertising Expenses

The Company expenses the costs of advertising as incurred. Advertising expenses were not significant for the years ended December 31, 2002 and 2001 and were $1.2 million for the year ended December 31, 2000.

Shipping and Handling Expenses

The Company records shipping and handling expenses in selling, general and administrative expenses. Shipping and handling expenses were $1.8 million, $1.6 million and $1.7 million for the years ended December 31, 2002, 2001 and 2000, respectively.

Stock-Based Compensation

In October 1995, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standard No. 123, "Accounting for Stock-Based Compensation" ("SFAS 123"). This accounting standard permits the use of either a fair value based method or the intrinsic value method defined in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees" ("APB Opinion 25"), to account for stock-based compensation arrangements. Companies that elect to employ the intrinsic value method provided in APB Opinion 25 are required to disclose the pro forma net income (loss) that would have resulted from the use of the fair value based method provided under SFAS 123. As permitted by SFAS 123, Omnicell has elected to determine the value of stock-based compensation arrangements under the intrinsic value based method of APB Opinion 25, accordingly, Omnicell only recognizes compensation expense when options are granted with an exercise price below fair value at the date of grant. Any resulting compensation expense is recognized ratably over the vesting period. The following table sets forth pro forma information as if compensation expense had been determined using the fair value method under SFAS 123. The fair value of these options was estimated using a Black-Scholes option-pricing model.

	Year Ended December 31,		
	2002	2001	2000
Net loss as reported	$ (5,038)	$ (1,167)	$ (20,789)
Add: Total stock-based compensation expense included in reported net income, net of tax effect	505	1,247	816
Deduct: Total stock-based compensation expense determined under fair value method for all awards, net of related tax effects	(6,170)	(6,503)	(6,355)
Net loss pro forma	$ (10,703)	$ (6,423)	$ (26,328)
Net loss per common share—basic and diluted as reported	$ (0.23)	$ (0.11)	$ (12.20)
Net loss per common share—basic and diluted pro forma	$ (0.49)	$ (0.62)	$ (15.45)

Income Taxes

The Company accounts for income taxes in accordance with Statement of Financial Accounting Standard No. 109, "Accounting for Income Taxes". This statement prescribes the use of the liability method whereby deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities, and are measured using enacted tax rates and laws that will be in effect when

the differences are expected to reverse. The Company provides a valuation allowance against net deferred tax assets unless, based upon the available evidence it is more likely than not that the deferred tax assets will be realized.

Comprehensive Income

The only item of other comprehensive income (loss) that the Company currently reports is unrealized gains (losses) on short-term investments, which is included in accumulated other comprehensive income (loss) in the consolidated statement of redeemable convertible preferred stock and stockholders' equity (net capital deficiency).

Segment Information

The Company reports segments in accordance with Statement of Financial Accounting Standard No. 131, "Disclosures About Segments of an Enterprise and Related Information" ("SFAS 131"). SFAS 131 requires the use of a management approach in identifying segments of an enterprise. The Company consists of two operating segments: the medication and supply dispensing systems and the e-commerce business. The Company's chief operating decision-maker reviews information pertaining to reportable segments to the operating income level. There are no significant inter-segment sales or transfers. Assets of the operating segments are not segregated and substantially all of the Company's long-lived assets are located in the United States.

For the years ended December 31, 2002, 2001 and 2000, substantially all of the Company's total revenues and gross profits were generated by the medication and supply dispensing systems operating segment. The Internet-based e-commerce business operating segment generated less than one percent of total revenues in each of the years ended December 31, 2002, 2001 and 2000. The operating loss generated by the Internet-based e-commerce business operating segment was approximately $1.0 million, $4.4 million and $10.3 million in 2002, 2001 and 2000, respectively, excluding a $2.9 million restructuring charge recorded in 2000.

Net Loss Per Share

Basic net loss per common share is computed by dividing net loss for the period by the weighted average number of common shares outstanding during the period, less shares subject to repurchase. Diluted net loss per common share is computed by dividing net loss for the period by the weighted average number of common shares and, if dilutive, common stock equivalent shares outstanding during the period. Common stock equivalents include the effect of outstanding dilutive stock options and warrants, computed using the treasury stock method. All potentially dilutive securities have been excluded from the computation of diluted net loss per share for the years ended December 31, 2002, 2001 and 2000, as their inclusion would be anti-dilutive. The total number of shares excluded from the calculations of diluted net loss per share for the years ended December 31, 2002, 2001 and 2000, was 5,954,303, 4,166,921 and 14,386,937, respectively.

The calculation of basic and diluted net income (loss) per common share is as follows (in thousands, except per share amounts):

	Year Ended December 31,		
	2002	2001	2000
Basic:			
Net loss	$ (5,038)	$ (1,167)	$ (20,789)
Weighted average common shares outstanding	21,870	10,652	2,267
Less: Weighted average common shares subject to repurchase	(145)	(340)	(563)
Weighted average common shares outstanding-basic	21,725	10,312	1,704
Net loss per common share—basic	$ (0.23)	$ (0.11)	$ (12.20)
Diluted:			
Net loss	$ (5,038)	$ (1,167)	$ (20,789)
Weighted average common shares outstanding	21,870	10,652	2,267
Less: Weighted average common shares subject to repurchase	(145)	(340)	(563)
Add: Dilutive effect of employee stock options and warrants	—	—	—
Weighted average common shares outstanding-diluted	21,725	10,312	1,704
Net loss per common share—diluted	$ (0.23)	$ (0.11)	$ (12.20)

Recent Accounting Pronouncements

In July 2002, the FASB issued Statement of Financial Accounting Standard No. 146, "Accounting for Costs Associated with Exit or Disposal Activities" ("SFAS 146"). SFAS 146 requires that a liability for costs associated with an exit or disposal activity be recognized and measured initially at fair value only when the liability is incurred. SFAS 146 is effective for exit or disposal activities that are initiated after December 31, 2002. Omnicell does not expect the adoption of SFAS 146 to have a material impact on its operating results or financial condition.

In November 2002, the FASB issued Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others" ("FIN 45"). FIN 45 elaborates on the existing disclosure requirements for most guarantees, including loan guarantees such as standby letters of credit. It also clarifies that at the time a company issues a guarantee, the company must recognize an initial liability for the fair market value of the obligations it assumes under that guarantee and must disclose that information in its interim and annual financial statements. The disclosure requirements are effective for financial statements or interim or annual periods ending after December 15, 2002. The initial recognition and measurement provisions of FIN 45 apply on a prospective basis to guarantees issued or modified

after December 31, 2002. Omnicell does not expect the adoption of FIN 45 to have a material impact on its operating results or financial condition. See Note 14 for additional disclosure on guarantees.

In November 2002, the Emerging Issues Task Force of the Financial Accounting Standards Board reached a consensus on Issue No. 00-21, "Revenue Arrangements with Multiple Deliverables" ("EITF No. 00-21"). EITF Issue No. 00-21 provides guidance on how to account for arrangements that involve

the delivery or performance of multiple products, services and/or rights to use assets. The provisions of EITF Issue No. 00-21 will apply to revenue arrangements entered into in fiscal periods beginning after June 15, 2003. Omnicell is currently evaluating the effect that the adoption of EITF Issue No. 00-21 will have on its results of operations and financial condition.

In December 2002, the FASB issued Statement of Financial Accounting Standard No. 148, "Accounting for Stock-Based Compensation—Transition and Disclosure" ("SFAS 148"). SFAS 148 amends SFAS 123 to provide alternative methods of transition for a voluntary change to the fair value based method of accounting for stock-based employee compensation. In addition, SFAS 148 amends the disclosure requirements of SFAS 123 to require disclosures in the summary of significant accounting policies of the effects of an entity's accounting policy with respect to stock-based employee compensation on reported net income and earnings per share in annual and interim financial statements. SFAS 148 does not amend SFAS 123 to require companies to account for employee stock options using the fair value method. The annual disclosure requirements of SFAS 148 are effective for fiscal years ending after December 15, 2002. The interim disclosure provisions are effective for financial reports containing financial statements for interim periods beginning after December 15, 2002. Omnicell does not expect the adoption of SFAS 148 to have a material effect on its financial position, results of operations, or cash flows. Omnicell has elected to continue to follow the intrinsic value method of accounting as prescribed by Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," to account for employee stock options.

Note 2. Acquisitions

Medisafe

On December 6, 2002, Omnicell purchased substantially all of the intellectual property assets of Medisafe, a provider of point-of-care patient safety solutions. As part of the transaction, Omnicell acquired technology for a new bedside medication management solution called SafetyMed. This solution automates the nursing workflow process associated with medication administration and uses bar code technology to help ensure patient safety.

The total purchase price was $3.0 million which included $1.5 million paid at the date of purchase, $1.0 million due upon the completion of certain obligations by Medisafe anticipated not to be later than six months, and $0.5 million due over the next four years in equal annual installments of $125,000 representing guaranteed minimum royalties. In addition, the Company incurred approximately $20,000 of acquisition related costs. The purchase price was allocated to the fair value, at the date of the acquisition, of the assets acquired and purchased in-process research and development costs, based on an independent third-party valuation, as follows (in thousands):

Intangible assets	$ 2,354
Contracted services	79
Purchased in-process research and development	588
Purchase price	$ 3,021

As part of the purchase, Omnicell agreed to a royalty fee of 10% of related Medisafe product net revenues with a maximum limit of $2.5 million over a five-year period from the date of purchase. Payments made under the royalty arrangement that exceed the guaranteed minimum royalties will be expensed as incurred.

APRS, Inc.

On August 30, 2002, Omnicell acquired 100% of the outstanding common shares of APRS, Inc., a privately held company headquartered in Houston, Texas. APRS, Inc. that was formed in 1997 to support, develop, and market integrated system solutions to health system pharmacies. The financial results of APRS, Inc. have been included in the consolidated financial statements since the date of acquisition. Pro forma results for 2002 as if APRS, Inc. was acquired on January 1, 2002 are not materially different from Omnicell's reported 2002 results.

In connection with the acquisition, Omnicell paid cash of $1.0 million, assumed certain liabilities of APRS, Inc. totaling $0.5 million and incurred approximately $20,000 of acquisition related costs. The purchase price was allocated to the fair value, at the date of the acquisition, of the assets acquired, liabilities assumed, and purchased in-process research and development costs, based on an independent third-party valuation obtained in the fourth quarter of 2002, as follows (in thousands):

Current assets	$ 294
Property, plant and equipment	43
Other assets	2
Intangible assets	716
Goodwill	382
Total assets acquired	1,437
Current liabilities assumed	(500)
Net assets acquired	937
Purchased in-process research and development	128
	$ 1,065

Intangible Assets from Medisafe and APRS, Inc. Acquisitions

Intangible assets resulting from the Medisafe and APRS, Inc. acquisitions are included in other assets (see Note 7) and consist of the following (in thousands):

	December 31, 2002	Amortization Life
Service contracts	$ 268	5 years
Computer software	2,802	5-6 years
Total purchased intangible assets	3,070	
Accumulated amortization	(43)	
Net purchased intangible assets	$ 3,027	

Estimated amortization expense of the purchased intangible assets for each of the next five years and thereafter is as follows (in thousands):

	Year Ended December 31,
2003	$ 364
2004	$ 599
2005	$ 599
2006	$ 599
2007	$ 581
Thereafter	$ 285

Sure-Med

In January 1999, Omnicell acquired the Sure-Med product line from Baxter Healthcare in a transaction accounted for as a purchase. The purchase price allocation included $366,000 of intangible assets. During the third quarter of fiscal 2000, the Company significantly reduced its Sure-Med medication dispensing systems sales and marketing efforts. It also performed an impairment analysis under Statement of Financial Accounting Standard No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of", on the remaining Sure-Med intangible assets and concluded that, based on estimated negative future cash flows, the $182,000 net balance of its intangible assets was impaired and was therefore written off to expense.

Note 3. Leasing Arrangements

In 2002, 2001 and 2000, sales of medication and supply dispensing systems sold under net sales-type lease agreements totaled approximately $34.4 million, $43.4 million and $20.1 million, respectively. In 2002 and 2001, customer lease receivables sold to third-party leasing companies totaled approximately $37.1 million and $38.1 million, respectively. The Company records revenue at an amount equal to the cash to be received from the leasing company, which is equivalent to the net present value of the lease streams, utilizing the implicit interest rate under its funding agreements. The Company excludes from revenue any amount paid to the leasing company for the termination of an existing lease pursuant to a new lease. The Company has no obligation under the lease once it is sold to the leasing company. Revenue is recognized upon completion of the Company's installation obligation and commencement of the noncancelable lease term. At December 31, 2002 and 2001, accounts receivable included approximately $1.4 million and $4.3 million, respectively, due from the finance companies for lease receivables sold.

Note 4. Short-Term Investments

Short-term investments consist of the following (in thousands):

	Amortized Cost	Unrealized Gain (Loss)	Fair Value
December 31, 2002:			
Certificates of deposits	$ 85	$ —	$ 85
December 31, 2001:			
Certificates of deposits	$ 93	$ —	$ 93
U.S. commercial debt securities	$ 6,834	$ —	$ 6,834
	$ 6,927	$ —	$ 6,927

The investments mature in less than 24 months from their purchase date.

Note 5. Inventories

Inventories consist of the following (in thousands):

	December 31,	
	2002	2001
Raw materials	$ 7,957	$ 7,187
Work-in-process	896	615
Finished goods	3,888	4,900
Total	$ 12,741	$ 12,702

Note 6. Property and Equipment

Property and equipment consist of the following (in thousands):

	December 31,	
	2002	2001
Equipment	$ 12,848	$ 11,364
Furniture and fixtures	1,510	1,472
Leasehold improvements	2,208	2,106
Purchased software	526	526
	17,092	15,468
Accumulated depreciation and amortization	(12,066)	(10,084)
Property and equipment, net	$ 5,026	$ 5,384

No equipment was leased under capital leases at December 31, 2002 and 2001.

Depreciation and amortization of property and equipment was approximately $2.5 million, $2.5 million and $2.8 million in the years ended December 31, 2002, 2001 and 2000.

Note 7. Other Assets

Other assets consisted of the following (in thousands):

	December 31,	
	2002	2001
Long-term deposits	$ 142	$ 150
Long-term lease receivables	2,677	4,671
Interest receivable from stockholders	816	477
Purchased residuals (see Note 8)	2,924	—
Purchased intangible assets (see Note 2)	3,027	—
Goodwill (see Note 2)	382	—
Equity investment	225	—
Contracted services	79	—
Capitalized software development costs	1,469	1,071
Long-term note receivable	—	400
Other	330	450
	$ 12,071	$ 7,219

Note 8. Purchased Residuals

Although the Company had no contractual obligation to do so, in July 2002, it executed an agreement to purchase from Americorp Financial, Inc. ("AFI") all residual interests in Omnicell equipment covered by leasing agreements financed by AFI. The total purchase price was $3.1 million. The purchase price was assigned to the acquired lease residuals based on the original implied lease residual value, leased equipment type, and the Company's assessment of the customers' likelihood of renewal at the end of the lease term. As leases are renewed or upgraded, the Company charges the assigned value to cost of product revenues. When leases are not renewed or upgraded at the end of the lease contract or when the Company believes a renewal is unlikely, the assigned value is written off. The leases associated with the purchased residuals expire at various dates within four years from the date of the purchase agreement. The value of purchased residuals at December 31, 2002 is $2.9 million and is recorded in other assets.

Note 9. Accrued Liabilities

Accrued liabilities consist of the following (in thousands):

	December 31,	
	2002	2001
Accrued compensation and related benefits	$ 2,261	$ 2,631

Short-term portion of acquisition related liabilities	1,125	—
Accrued license fees	—	42
Accrued upgrade costs	2,027	4,668
Other accrued liabilities	5,220	7,162
Accrued restructuring costs (see Note 10)	1,062	11
	$ 11,695	$ 14,514

Accrued upgrade costs represent the estimated costs to be incurred by the Company to provide certain specific functionality to Sure-Med products as a result of the acquisition of the Sure-Med product line in January 1999. The following table sets forth the upgrade costs accrual (in thousands):

	December 31,	
	2002	2001
Beginning balance	$ 4,668	$ 5,995
Materials, labor and shipping costs expended	(2,641)	(1,327)
	$ 2,027	$ 4,668

Note 10. Restructuring

In October 2002, the Company initiated a restructuring of the organization to reduce costs and improve operational efficiencies. As part of this restructuring, the Company reduced its headcount by 10%, or 39 employees, including two in manufacturing, seven in research and development and 30 in selling, general and administrative positions. The Company recorded restructuring costs of $1.7 million in the fourth quarter of 2002 primarily related to employee severance and benefits. The total cash outlay related to these charges was $661,000 in 2002 and the remaining charges of $1.1 million are expected to be paid by November 2003.

The following table sets forth the restructuring reserve (in thousands):

	Severance and Benefits	Other	Total
Restructuring expense	1,670	53	1,723
Cash expenditures	(630)	(31)	(661)
Balance at December 31, 2002	$ 1,040	$ 22	$ 1,062

Note 11. Deferred Gross Profit

Deferred gross profit consists of the following (in thousands):

	December, 31	
	2002	2001
Sales of medication and supply dispensing systems, which have been accepted but not yet installed	$ 24,285	$ 32,849
Cost of sales, excluding installation costs	(6,277)	(8,059)
	$ 18,008	$ 24,790

Note 12. Note Payable

On July 2, 2002, Omnicell signed a promissory note for $2.1 million payable to AFI as part of an agreement to purchase all residual interests in Omnicell equipment covered by leasing agreements financed by AFI. The promissory note has an interest rate of 3.0% and is payable in quarterly installments of $0.3 million over a period of up to 18 months.

Note 13. Credit Facility

On August 1, 2002, Omnicell established with a bank a revolving credit facility and a non-revolving credit facility, which together total $12.5 million. The credit agreement pertaining to these credit facilities was modified on December 31, 2002 to reflect our current financial position. The revolving credit facility provides the Company with advances of up to 65% of "eligible receivables" (as defined), up to $7.5 million, and expires on July 31, 2003. Any advances under the revolving credit facility would be secured by substantially all of Omnicell's assets. Interest under the revolving credit facility is payable at an annual rate equal to our lender's prime rate plus 1.0%. The non-revolving credit facility provides the Company with advances of up to $5.0 million, and expires on July 31, 2003. Advances under this credit facility will be paid over a 36-month period. Any advances under the non-revolving credit facility would be secured by substantially all of the Omnicell's assets. Interest under the non-revolving credit facility is payable at an annual rate equal to our lender's prime rate plus 1.5%. For both the revolving and non-revolving credit

facilities, the Company has agreed not to pledge its intellectual property, including patents, copyrights and trademarks, to any other party, other than in the normal course of business. In addition, both credit facilities contain covenants that include limitations on indebtedness and liens, in addition to thresholds relating to stockholders' equity and balance sheet liquidity and restrictions on the payment of dividends. As of December 31, 2002, the Company had no outstanding borrowings under either of the credit facilities.

Note 14. Commitments and Contingencies

Lease Commitments. The Company leases its Palo Alto, California and Waukegan, Illinois offices and manufacturing facilities under noncancelable operating leases. The leases expire beginning May 2003 through June 2006. The Company has an option to renew the Waukegan facility lease (expires June 2006) for an additional five years. Rent expense for all operating leases was $1.7 million (net of sublease income of $358,389), $1.4 million (net of sublease income of $764,897) and $2.1 million (net of sublease income of $286,000) for the years ended December 31, 2002, 2001 and 2000, respectively.

At December 31, 2002, aggregate future minimum payments under the leases were as follows (in thousands):

	Leases
2003	$ 1,738
2004	805
2005	299
2006	152
2007	—
Total minimum lease payments	$ 2,994

Guarantees. In November 2002, the FASB issued Interpretation No. 45, "Guarantor's Accounting and Disclosure Requirements for Guarantees, Including Indirect Guarantees of Indebtedness of Others" ("FIN 45") (see Note 1). FIN 45 elaborates on the existing disclosure requirements for most guarantees, including loan guarantees such as standby letters of credit. It also clarifies that at the time a company issues a guarantee, the company must recognize an initial liability for the fair market value of the obligations it assumes under that guarantee and must disclose that information in its interim and

annual financial statements. The disclosure requirements are effective for financial statements or interim or annual periods ending after December 15, 2002. The initial recognition and measurement provisions of FIN 45 apply on a prospective basis to guarantees issued or modified after December 31, 2002.

In the ordinary course of business, the Company, in the majority of its sales agreements with healthcare facilities, guarantees uptime and in some instances the response time of its products. Such guarantees vary in scope and, when defined, in duration. Generally, a maximum obligation is not explicitly stated and, therefore, the overall maximum amount of the liability under such guarantees cannot be reasonably estimated. Historically, the Company has not, individually or in the aggregate, made payments under these guarantees in any material amounts. In addition, the Company believes that the likelihood of a liability being triggered under these guarantees is not significant.

In the ordinary course of business, the Company, from time to time, enters into sales agreements with healthcare facilities that obligate the Company to make fixed payments upon the occurrence or non-occurrence of certain events. Such obligations primarily relate to instances where the Company has agreed to payments conditional on not meeting certain performance or delivery requirements. Generally, a maximum obligation is not explicitly stated and, therefore, the overall maximum amount of the liability under such obligations cannot be reasonably estimated. Historically, the Company has not, individually or in the aggregate, made payments under these obligations in any material amounts. In addition, the Company believes that the likelihood of a liability being triggered under these obligations is not significant.

Note 15. Redeemable Convertible Preferred Stock

In January 1999, Sun Healthcare exercised its right to redeem its 1,802,000 shares of Series J redeemable convertible preferred stock in ten equal quarterly installments beginning in March 1999. Through December 31, 2000, the Company had redeemed 1,081,200 shares of Series J redeemable convertible preferred stock from Sun Healthcare for $15.2 million plus interest of $2.7 million. The Company used $10.1 million of the proceeds from its public offering in August 2001 to redeem the remaining 720,800 shares of the Series J redeemable convertible preferred stock.

Note 16. Stockholders' Equity

Convertible Preferred Stock

Effective with the Company's initial public offering in August 2001, all 14,538,376 of the then-outstanding shares of convertible preferred stock were converted into 11,375,456 shares of the Company's common stock.

Convertible Preferred Stock Warrants

In connection with a capital lease financing in 1994, the Company issued a warrant to purchase 9,217 shares of Series D preferred stock at an exercise price of $2.17 per share. Upon the closing of the Company's initial public offering these warrants became exercisable for 5,760 shares of common stock per the 1-for-1.6 reverse stock split at a price of $3.47 per share. In September 2001, this warrant was net exercised for 3,420 shares of the Company's common stock.

In connection with capital lease financings in 1995, the Company issued warrants to purchase 8,130, 11,382 and 67,934 shares of Series F, G and H preferred stock at $6.15, $6.15 and $3.68 per share, respectively (or 5,936, 8,310 and 44,374 shares of common stock as converted per the 1-for-1.6 reverse stock split at exercise prices of $8.42, $8.42 and $5.63 per share, respectively). The Series F warrant expires three years from the effective date of the initial public offering of the Company's common stock. The Series G warrant expires five years from the effective date of the initial public offering of the Company's common stock. In September 2001, the Series H warrant was net exercised for 18,550 shares of

the Company's common stock.

Notes Receivable from Stockholders

During 2000, the Company provided certain of its employees and officers the opportunity to exercise their options to purchase common stock, both vested and unvested, by entering into full-recourse notes with Omnicell. As a result, options to purchase an aggregate of 1,067,663 shares were exercised under note arrangements totaling $4.6 million. These notes bear interest rates of either 6.2% or 6.71% with payment of both principal and interest due in three years. In 2002, certain loans to non-executive officers representing an original aggregate principal value of $1.4 million have been extended for one year. Additionally, in 2002, certain other loans and accrued interest of $2.7 million, net of accrued interest paid with repurchased Company shares, with the Company's former Chief Executive Officer have been converted into a new loan for an equal amount with an interest rate of 5.0% and principal and interest payable in three installments due in years 2004 through 2006 for $1.0 million, $1.0 million, and $1.1 million, respectively. In 2002, the Company repurchased 24, 681 shares of common stock by canceling $49,000 of indebtedness under the notes from the same former officer. In 2001, $24,290 of the notes' principal was repaid to the Company. At December 31, 2002 notes receivable from stockholders consisted of $4.5 million in principal, recorded as a reduction of stockholders' equity, and $0.8 million in accrued interest, included in other assets.

Common Stock

At December 31, 2002, an aggregate of 71,786 shares of common stock held by employees are subject to repurchase by the Company at the original issuance price in the event the employees leave the Company. These repurchase rights expire ratably on a monthly basis through August 2003.

Common Stock Warrants

On December 31, 2000 the Company issued to a bank a warrant to purchase 33,276 shares of its common stock at $7.52 per share. The warrant expires December 31, 2005. This warrant was valued at $78,000 using the Black-Scholes valuation method. This amount is included in other assets and is being amortized to expense on a straight-line basis through the credit line's expiration date.

In October 2001, in connection with a strategic alliance with Ascension Health Ventures, LLC, the Company issued a five-year warrant to purchase 173,410 shares of the Company's common stock at an exercise price of $8.745. The Company valued the common stock issued using an estimated fair market value of $3.47 per share on the date of the issuance. The Company valued the warrants using a Black-Scholes option pricing model with the following assumptions: a risk-free interest rate of 3.5%, no dividend yield, a volatility factor of 0.50, and a weighted-average expected life of the options of 60 months. The fair market value of the warrants was estimated to be $600,000. As at December 31,

2002 the unamortized balance is $480,000. This amount is included in prepaid expenses and other current assets and other assets and is being amortized to expense on a straight-line basis over the five-year term of the alliance agreement.

Stock Option Plans

The Company has reserved 7,867,306 shares of common stock for issuance under its 1992 Incentive Stock Plan, 1995 Management Option Plan and 1999 Equity Incentive Plan (the Plans). Under the Plans, incentive and nonqualified stock options or rights to purchase common stock may be granted to employees, directors and consultants. Incentive options, nonqualified options and stock purchase rights must be priced to be at least 100%, 85% and 85%, respectively, of the common stock's fair value at the date of grant as determined by the Board of Directors. Options shall become exercisable as determined by the Board of Directors. Sales of stock under stock purchase rights are made pursuant to restricted stock purchase agreements.

The 1999 Equity Incentive Plan ("Incentive Plan") was adopted in September 1999 for granting of incentive and nonqualified stock options and rights to purchase common stock to employees, directors and consultants. Under the Incentive Plan, 4,262,745 shares of common stock were authorized for issuance. Further, all unissued shares under the Company's 1992 Incentive Stock Plan and 1995 Management Stock Option Plan are added to the 4,262,745 shares reserved.

A summary of stock option activity under the Plans follows (shares in thousands):

	Number of Shares	Weighted Average Exercise Price
Outstanding at December 31, 1999	3,354	$ 7.10
Granted	2,293	5.59
Exercised	(1,239)	4.05
Canceled	(699)	10.06
Outstanding at December 31, 2000	3,709	6.62
Granted	711	6.02
Exercised	(75)	1.17
Canceled	(203)	8.15
Outstanding at December 31, 2001	4,142	6.54
Granted	2,759	4.23
Exercised	(337)	1.40
Canceled	(610)	6.04
Outstanding at December 31, 2002	5,954	$ 5.82

Additional information regarding options outstanding as of December 31, 2002 is as follows (shares in thousands):

Range of Exercise Price	Number Outstanding	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
$0.17 - $2.00	1,001	6.18	$ 1.67	801	$ 1.60
$2.75 - $3.20	1,086	8.72	2.90	20	3.20
$5.15 - $5.15	1,284	9.34	5.15	469	5.15
$5.60 - $8.46	858	7.27	6.14	495	6.14
$10.40 - $10.40	1,725	6.30	10.40	1,598	10.40
	5,954	7.52	$ 5.82	3,383	$ 6.96

At December 31, 2002, there were no shares available for future grant under the Plans. At December 31, 2002 and 2001 options to purchase 3,382,937 shares and 2,461,607 shares, respectively, were exercisable.

Stock-Based Compensation

Deferred stock compensation for options granted to employees has been determined as the difference between the deemed fair market value of our common stock on the date options were granted and the exercise price of those options. In connection with the grant of stock options to employees, the Company recorded deferred stock compensation of $0, $136,000, and $2.6 million for the years ended December 31, 2002, 2001 and 2000, respectively. These amounts have been reflected as components of stockholders' equity (net capital deficiency) and the deferred expense is being amortized to operations over the two-to-four year vesting periods of the options using the graded vesting method. In the years ended December 31, 2002, 2001 and 2000, the Company amortized deferred stock compensation in the following amounts (in thousands):

	Year Ended December 31,		
	2002	2001	2000
Research and development expense	$ 86	$ 213	$ 139
Selling, general and administrative expense	419	1,034	677
Total	$ 505	$ 1,247	$ 816

If the Company had recognized compensation expense based upon the fair value of stock option awards, including shares issued under the Employee Stock Purchase Plan (collectively called "options"),

at the grant date consistent with the methodology prescribed under SFAS 123, the Company's net loss and net loss per share would have changed to the pro forma amounts indicated below:

	Year Ended December 31,		
	2002	2001	2000
Net loss as reported	$ (5,038)	$ (1,167)	$ (20,789)
Net loss pro forma	$ (10,703)	$ (6,423)	$ (26,328)
Net loss per common share—basic and diluted as reported	$ (0.23)	$ (0.11)	$ (12.20)
Net loss per common share—basic and diluted pro forma	$ (0.49)	$ (0.62)	$ (15.45)

The fair value of the options is estimated as of the grant date using the Black-Scholes option pricing model assuming a dividend yield of 0% and the following additional weighted-average assumptions:

	Stock Option Plans		
	2002	2001	2000
Expected stock price volatility	126%	88%	170%
Risk-free interest rate	3.1%	5.2%	6.3%
Expected life of options	2.9 years	7.1 years	6.9 years

The weighted-average grant date fair value of stock options granted during the years ended December 31, 2002, 2001 and 2000 was $3.02, $4.77 and $5.47 per share, respectively. The weighted-average fair value of purchase rights granted under the Employee Stock Purchase Plan during the years ended December 31, 2002, 2001 and 2000 was $3.68, $1.38 and $2.48 per share, respectively.

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options which have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions, including the expected stock price volatility. Because the Company's options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, in the opinion of management the existing models do not necessarily provide a reliable single measure of the fair value of the Company's options.

For the year ended December 31, 2000, the Company issued options to independent contractors to purchase 24,063 shares of common stock. The value of the options, using the Black-Scholes option-pricing model, was not significant and the options were fully vested at issuance.

For the year ended December 31, 2000, the Company recorded compensation expense of approximately $728,000 in connection with granting certain former employees extended periods (beyond the period specified by the Plans) to exercise their stock options upon termination of

employment.

1997 Employee Stock Purchase Plan

The Company has an Employee Stock Purchase Plan under which employees can purchase shares of the Company's common stock based on a percentage of their compensation, but not greater than 15% of their earnings, up to a maximum of $25,000 of fair value per year. The purchase price per share must be equal to the lower of 85% of the fair value of the common stock at the beginning of a 24-month offering period or the end of each six-month purchasing period. As of December 31, 2002,

642,494 shares had been issued under this plan and a total of 197,450 shares of common stock are reserved for future issuance under the plan.

Stock Reserved for Issuance

At December 31, 2002, the Company had reserved shares of common stock for issuance as follows (in thousands):

Issuance under the Plans	0
Employee Stock Purchase Plan	197
Warrants	221
Total	418

401(k) Plan

The Company has established a 401(k) tax-deferred savings plan, whereby eligible employees may contribute a percentage of their eligible compensation, but not greater than 15% of their earnings, up to the maximum as required by law. Company contributions are discretionary. No such Company contributions have been made since inception of the plan.

Note 17. Income Taxes

The provision for income taxes consists of the following (in thousands):

	Year Ended December 31,		
	2002	2001	2000
Current:			
Federal	$ (85)	$ 85	$ —
State	70	75	100
Foreign	25	—	—
Total Current	$ 10	$ 160	$ 100

A reconciliation of income taxes at the statutory federal income tax rate to net income taxes included in the accompanying statements of operations is as follows (in thousands):

	Year Ended December 31,		
	2002	2001	2000
U.S. federal tax benefit at statutory rate	$ (1,760)	$ (349)	$ (7,481)
Federal alternative minimum taxes	(85)	85	—
State	70	75	100
Foreign	25	—	—
Unutilized net operating losses	1,760	349	7,481
Total	$ 10	$ 160	$ 100

Deferred income taxes reflected the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets are as follows (in thousands):

	December 31,	
	2002	2001
Deferred tax assets:		
Net operating loss carryforwards	$ 20,394	$ 12,998
Tax credit carryforwards	2,378	2,059
Inventory related items	3,119	6,501

Reserves and accruals	1,136	3,763
Deferred revenue	11,526	12,684
Capitalized research and development costs	1,208	433
Depreciation and amortization	994	738
Other, net	—	40
Total deferred tax assets	40,755	39,216
Valuation allowance	(40,609)	(39,216)
Deferred tax assets	$ 146	$ —
Deferred tax liabilities:		
Other, net	(146)	—
Total deferred tax liabilities	$ (146)	$ —
Net deferred tax assets	$ —	$ —

Realization of deferred tax assets is dependent upon future earnings, if any, the timing and amount of which are uncertain. Accordingly, the net deferred tax assets have been fully offset by a valuation allowance. The valuation allowance increased by $1.4 million, decreased by $1.2 million and increased by $18.2 million during 2002, 2001 and 2000, respectively.

As of December 31, 2002 the Company had net operating loss carryforwards for federal income tax purposes of approximately $56.4 million, which expire in the years 2010 through 2022, federal research and experimentation tax credits of approximately $1.2 million, which expire in the years 2007 through 2022, and federal alternative minimum tax credits of approximately $216,000, which have no expiration. The Company also had net operating loss carryforwards for state income tax purposes of approximately $24.8 million, which expire in the years 2005 and 2010, and California research and experimentation credits of approximately $1.2 million, which have no expiration. The Company also had other state tax credits of approximately $325,000, which begin to expire in 2005.

Utilization of the Company's net operating loss may be subject to annual limitation due to the ownership change limitation provided by the Internal Revenue Code and similar state provisions. Such annual limitation could result in the expiration of net operating loss before utilization.

Note 18. Comprehensive Loss

The following are the components of comprehensive income (loss) (in thousands):

	Year Ended December 31,		
	2002	2001	2000
Net loss	$ (5,038)	$ (1,167)	$ (20,789)
Unrealized loss on short-term investments	—	(4)	2
Comprehensive loss	$ (5,038)	$ (1,171)	$ (20,787)

OMNICELL, INC.
CONSOLIDATED SUPPLEMENTARY FINANCIAL DATA
(in thousands, except per share amounts)
(unaudited)

	Mar 31, 2001	Jun 30, 2001	Sept 30, 2001	Dec 31, 2001	Mar 31, 2002	Jun 30, 2002	Sept 30, 2002	Dec 31, 2002
Statement of Operations Data:								
Product revenues	$ 16,726	$ 18,549	$ 19,308	$ 20,918	$ 21,030	$ 21,212	$ 14,167	$ 16,425
Service and other revenues	2,261	2,291	3,371	3,477	3,389	3,730	3,695	4,042
Total revenues	18,987	20,840	22,679	24,395	24,419	24,942	17,862	20,467
Cost of product revenues	5,421	6,592	6,970	7,762	7,985	8,013	6,792	7,518
Cost of service and other revenues	1,739	1,649	1,389	1,245	1,382	2,029	1,393	1,306
Total cost of revenues	7,160	8,241	8,359	9,007	9,367	10,042	8,185	8,824
Gross profit	11,827	12,599	14,320	15,388	15,052	14,900	9,677	11,643
Operating expenses:								
Research and development	2,605	2,976	2,897	2,553	2,678	2,201	2,410	2,681

Selling, general and administrative	10,456	10,558	10,966	11,703	11,004	10,983	10,878	11,902
Restructuring	—	—	—	(150)	—	—	—	1,723
Purchase of in-process research and development	—	—	—	—	—	—	—	715
Total operating expenses	13,061	13,534	13,863	14,106	13,682	13,184	13,288	17,021
Income (loss) from operations	(1,234)	(935)	457	1,282	1,370	1,716	(3,611)	(5,328)
Other income	184	106	228	246	677	174	198	438
Other expense	(770)	(357)	(169)	(45)	(457)	(87)	(15)	(53)
Income (loss) before provision for income taxes	(1,820)	(1,186)	516	1,483	1,590	1,803	(3,428)	(4,993)
Provision (benefit) for income taxes	25	25	25	85	(60)	25	25	20
Net income (loss)	$ (1,845)	$ (1,211)	$ 491	$ 1,398	$ 1,650	$ 1,778	$ (3,453)	$ (5,013)
Net income (loss) per common share:								
Basic	$ (0.67)	$ (0.43)	$ 0.04	$ 0.07	$ 0.08	$ 0.08	$ (0.16)	$ (0.23)
Diluted	$ (0.67)	$ (0.43)	$ 0.02	$ 0.06	$ 0.07	$ 0.08	$ (0.16)	$ (0.23)

SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS
(in thousands)

Allowance for inventory reserve

For the year ended:	Balance at beginning of year	Reserve expenses	Charged to other accounts	Deductions	Balance at end of year
December 31, 2000	$ 16,131	$ 878	—	$ (5,481)	$ 11,528
December 31, 2001	$ 11,528	$ 3,365	—	$ (1,830)	$ 13,063
December 31, 2002	$ 13,063	$ 2,596	—	$ (12,532)	$ 3,127

Allowance for doubtful accounts

For the year ended:	Balance at beginning of year	Reserve expenses	Charged to other accounts	Deductions	Balance at end of year
December 31, 2000	$ 338	$ 65	—	$ (31)	$ 372
December 31, 2001	$ 372	$ 120	—	$ (36)	$ 456
December 31, 2002	$ 456	$ 250	—	$ (241)	$ 465

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

OMNICELL, INC.

Date: March 28, 2002

By: /s/ DENNIS P. WOLF

Dennis P. Wolf
Vice President of Operations, Finance and Administration, and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each of the persons whose signature appears below hereby constitutes and appoints Randall A. Lipps and Dennis P. Wolf, each of them acting individually, as his or her attorney-in-fact, each with the full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming our signatures as they may be signed by our said attorney-in-fact and any and all amendments to this Annual Report on Form 10-K.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signatures	Title	Date
/s/ RANDALL A. LIPPS Randall A. Lipps	Chief Executive Officer, President and Chairman of the Board (Principal Executive Officer)	March 28, 2002
/s/ DENNIS P. WOLF Dennis P. Wolf	Executive Vice President of Operations, Finance and Administration, And Chief Financial Officer (Principal Financial and Accounting Officer)	March 28, 2002
/s/ CHARLES J. BARNETT Charles J. Barnett	Director	March 28, 2002
Christopher J. Dunn	Director	
/s/ FREDERICK J. DOTZLER Frederick J. Dotzler	Director	March 28, 2002
/s/ BENJAMIN A. HOROWITZ Benjamin A. Horowitz	Director	March 28, 2002

/s/ KEVIN L. ROBERG Kevin L. Roberg	Director	March 28, 2002
/s/ JOHN D. STOBO, JR. John D. Stobo, Jr.	Director	March 28, 2002
/s/ WILLIAM H. YOUNGER, JR. William H. Younger, Jr.	Director	March 28, 2002

CERTIFICATIONS

I, Randall A. Lipps, certify that:

1. I have reviewed this annual report on Form 10-K of Omnicell, Inc.;

2. Based on my knowledge, this annual 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 annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual 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 annual report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

   a) designed such disclosure controls and procedures 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 annual report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

   c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 28, 2003

/s/ RANDALL A. LIPPS

Randall A. Lipps
President and Chief Executive Officer

I, Dennis P. Wolf, certify that:

1. I have reviewed this annual report on Form 10-K of Omnicell, Inc.;

2. Based on my knowledge, this annual 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 annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual 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 annual report;

4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:

   a) designed such disclosure controls and procedures 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 annual report is being prepared;

   b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

   c) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. The registrant's other certifying officers and I have indicated in this annual report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: March 28, 2003

/s/ DENNIS P. WOLF

Dennis P. Wolf
Executive Vice President, Operations, Finance and Administration and Chief Financial Officer

Exhibit No.	Exhibit Index
3.1(1)	Amended and Restated Certificate of Incorporation of Omnicell, Inc.
3.2	Certificate of Designation of Series A Junior Participating Preferred Stock.
3.3(2)	Bylaws of Omnicell, Inc.
4.1(3)	Form of Common Stock Certificate.
4.2(3)	Amended and Restated Investor Rights Agreement, dated January 20, 2000.
4.3(4)	Warrant Agreement, dated January 23, 1995, between Omnicell and Comdisco, Inc.
4.4(5)	Warrant Agreement, dated September 29, 1995, between Omnicell and Comdisco, Inc.
4.5(6)	Warrant, dated December 31, 2000, between Omnicell and Silicon Valley Bank.
4.6(7)	Warrant, dated October 31, 2001, between Omnicell and Ascension Health Ventures, LLC.
4.7(8)	Rights Agreement, dated February 6, 2003, between Omnicell and EquiServe Trust Company, N.A.
10.1(3)	Real Property Lease, dated September 24, 1999, between W.F. Batton & Co., Inc. and Omnicell, as amended.
10.2(3)	Real Property Lease, effective July 1, 1999, between Omnicell and Amli Commercial Properties Limited Partnership.
10.3(3)	Real Property Lease, dated April 3, 1996, between O'Donnell Palo Alto Associates and Omnicell.
10.4(3)	Real Property Lease, dated March 25, 1994, between W.F. Batton & Co., Inc. and Omnicell as amended.
10.5(3)	Master Assignment Agreement and Master Sales Agreement, dated September 29, 1994, between Americorp Financial, Inc. and Omnicell, as amended.
10.6(3)	Group Purchasing Agreement, effective June 1, 1997, between Premier Purchasing Partners, L.P., and Omnicell.
10.7(3)	Letter Agreement, dated June 27, 1997, between the University Health System Consortium Services Corporation and Omnicell.
10.8(3)	Federal Supply Schedule Contract No. V797P3406k, effective August 7, 1997, between the Department of Veterans Affairs and Omnicell.
10.9(3)	Asset Purchase Agreement, dated December 18, 1998, between Omnicell and Baxter Healthcare Corporation, as amended.
10.10	Loan and Security Agreement, dated August 1, 2002, between Silicon Valley Bank and Omnicell, as amended December 31, 2002.
10.11(1)(9)	Vertical Hosted License Agreement, dated August 21, 1999, between Omnicell and Commerce One, Inc., as amended.
10.12(3)	Form of Director and Officer Indemnity Agreement.
10.13(3)	1992 Equity Incentive Plan, as amended.
10.14(3)	1995 Management Stock Option Plan.
10.15(3)	1997 Employee Stock Purchase Plan, as amended.
10.16(10)	1999 Equity Incentive Plan, as amended.

10.17(3)	Program Agreement, dated June 7, 1999, between General Electric Company and Omnicell.
10.18(3)	Employment Agreement, dated December 13, 1993, between Omnicell and Sheldon D. Asher.
10.19(3)(9)	Service Agreement, dated August 1, 1998, between Omnicell and Dade Behring, Inc., as amended.
10.20(3)(9)	Collaborative Solutions Provider Agreement, dated July 10, 2001, between Omnicell and Bergen Brunswig Drug Company.
10.21	Employment Agreement, dated January 16, 2003, between Omnicell and Dennis P. Wolf.
21.1	Subsidiaries of the Registrant.
23.1	Consent of Ernst & Young LLP, Independent Auditors.
24.1	Powers of Attorney. Reference is made to the signature page to this report.
99.1	Certification

(1) Previously filed as Exhibit 3.3.2 to our Registration Statement on Form S-1, as amended, filed on March 14, 2001 and incorporated herein by reference.

(2) Previously filed as Exhibit 3.6 to our Registration Statement on Form S-1, as amended, filed on March 14, 2001 and incorporated herein by reference.

(3) Previously filed as the like-numbered Exhibit to our Registration Statement on Form S-1, filed on March 14, 2001 and incorporated herein by reference.

(4) Previously filed as Exhibit 4.4 to our Registration Statement on Form S-1, as amended, filed on March 14, 2001 and incorporated herein by reference.

(5) Previously filed as Exhibit 4.6 to our Registration Statement on Form S-1, as amended, filed on March 14, 2001 and incorporated herein by reference.

(6) Previously filed as Exhibit 4.8 to our Registration Statement on Form S-1, as amended, filed on March 14, 2001 and incorporated herein by reference.

(7) Previously filed as Exhibit 4.6 to our Annual Report on Form 10-K, filed on March 27, 2002 and incorporated by reference herein.

(8) Previously filed as Exhibit 99.2 to our Current Report on Form 8-K, filed on February 14, 2003 and incorporated by reference herein.

(9) Confidential treatment has been granted for a portion of this exhibit.

(10) Previously filed as Exhibit 10.16 to our Quarterly Report on Form 10-Q, filed on November 14, 2002 and incorporated herein by reference.

Exhibit 3.2

CERTIFICATE OF DESIGNATION

OF

SERIES A JUNIOR PARTICIPATING PREFERRED STOCK

(Pursuant to Section 151 of the Delaware General Corporation Law)

OMNICELL, INC., a corporation organized and existing under the General Corporation Law of the State of Delaware (hereinafter called the "Company"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the General Corporation Law at a meeting duly called and held on February 6, 2003:

> **RESOLVED,** that pursuant to the authority granted to and vested in the Board of Directors of the Company in accordance with the provisions of its Amended and Restated Certificate of Incorporation, the Board of Directors hereby creates a series of Preferred Stock, par value $0.001 per share, of the Company and hereby states the designation and number of shares, and fixes the relative designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof (in addition to the provisions set forth in the Certificate of Incorporation of the Company, which are applicable to the Preferred Stock of all classes and series), as follows:

Series A Junior Participating Preferred Stock:

Section 1. Designation and Amount. One million (1,000,000) shares of Preferred Stock, $0.001 par value, are designated "Series A Junior Participating Preferred Stock" with the designations and the powers, preferences and rights, and the qualifications, limitations and restrictions specified herein (the "Junior Preferred Stock"). Such number of shares may be increased or decreased by resolution of the Board of Directors; *provided,* that no decrease shall reduce the number of shares of Junior Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Company convertible into Junior Preferred Stock.

Section 2. Dividends and Distributions.

(A) Subject to the rights of the holders of any shares of any series of Preferred Stock (or any similar stock) ranking prior and superior to the Junior Preferred Stock with respect to dividends, the holders of shares of Junior Preferred Stock, in preference to the holders of Common Stock, par value $0.001 per share (the "Common Stock"), of the Company, and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of April, July, October and January in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Junior Preferred Stock, in an amount per share (rounded to the nearest cent) equal to the greater of (a) $1.00 or (b) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Junior Preferred Stock. In the event the Company shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Junior Preferred Stock were entitled immediately prior to such event under clause (b) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) The Company shall declare a dividend or distribution on the Junior Preferred Stock as provided in paragraph (A) of this Section immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock); *provided*, that in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of $1.00 per share on the Junior Preferred Stock shall nevertheless be payable on such subsequent Quarterly Dividend Payment Date.

(C) Dividends shall begin to accrue and be cumulative on outstanding shares of Junior Preferred Stock from the Quarterly Dividend Payment Date next preceding the date of issue of such shares, unless the date of issue of such shares is prior to the record date for the first Quarterly Dividend Payment Date, in which case dividends on such shares shall begin to accrue from the date of issue of such shares, or unless the date of issue is a Quarterly Dividend Payment Date or is a date after the record date for the determination of holders of shares of Junior Preferred Stock entitled to receive a quarterly dividend and before such Quarterly Dividend Payment Date, in either of which events such dividends shall begin to accrue and be cumulative from such Quarterly Dividend Payment Date. Accrued but unpaid dividends shall not bear

interest. Dividends paid on the shares of Junior Preferred Stock in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of shares of Junior Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights. The holders of shares of Junior Preferred Stock shall have the following voting rights:

(A) Subject to the provision for adjustment hereinafter set forth, each share of Junior Preferred Stock shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Company. In the event the Company shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Junior Preferred Stock were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(B) Except as otherwise provided herein, in any other Certificate of Designation creating a series of Preferred Stock or any similar stock, or by law, the holders of shares of Junior Preferred Stock and the holders of shares of Common Stock and any other capital stock of the Company having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Company.

(C) Except as set forth herein, or as otherwise provided by law, holders of Junior Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(A) Whenever quarterly dividends or other dividends or distributions payable on the Junior Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Junior Preferred Stock outstanding shall have been paid in full, the Company shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Junior Preferred Stock;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Junior Preferred Stock, except dividends paid ratably on the Junior

Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Junior Preferred Stock, provided that the Company may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Company ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Junior Preferred Stock; or

(iv) redeem or purchase or otherwise acquire for consideration any shares of Junior Preferred Stock, or any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Junior Preferred Stock, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(B) The Company shall not permit any subsidiary of the Company to purchase or otherwise acquire for consideration any shares of stock of the Company unless the Company could, under paragraph (A) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any shares of Junior Preferred Stock purchased or otherwise acquired by the Company in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of Preferred Stock and may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth herein, in the Amended and Restated Certificate of Incorporation, or in any other Certificate of Designation creating a series of Preferred Stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Company, no distribution shall be made (1) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Junior Preferred Stock unless, prior thereto, the holders of shares of Junior Preferred Stock shall have received $100 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, provided that the holders of shares of Junior Preferred Stock shall be entitled to receive an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount to be distributed per share to holders of shares of Common Stock, or (2) to the holders of shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Junior Preferred Stock, except distributions made ratably on the Junior Preferred Stock and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Company shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of

the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Junior Preferred Stock were entitled immediately prior to such event under the proviso in clause (1) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, Etc. In case the Company shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Junior Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Company shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Junior Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The shares of Junior Preferred Stock shall not be redeemable.

Section 9. Rank. The Junior Preferred Stock shall rank, with respect to the payment of dividends and the distribution of assets, junior to all series of any other class of the Company's Preferred Stock.

Section 10. Amendment. The Amended and Restated Certificate of Incorporation of the Company shall not be amended in any manner which would materially alter or change the powers, preferences or special rights of the Junior Preferred Stock so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Junior Preferred Stock, voting together as a single class.

IN WITNESS WHEREOF, the undersigned have executed this certificate as of February 6, 2003.

/s/ Randall A. Lipps
Randall A. Lipps
President and Chief Executive Officer

/s/ Robert J. Brigham
Robert J. Brigham
Secretary

Exhibit 10.10

LOAN AND SECURITY AGREEMENT

by and between

SILICON VALLEY BANK
3003 Tasman Drive
Santa Clara, CA 95054
Attn: Loan Services
(408) 496-2429

and

OMNICELL, INC.
1101 East Meadow Drive
Palo Alto, California 94303

TOTAL CREDIT AMOUNT: $12,500,000

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This LOAN AND SECURITY AGREEMENT dated August 1, 2002, between SILICON VALLEY BANK ("Bank"), whose address is 3003 Tasman Drive, Santa Clara, California 95054 and OMNICELL, INC., a Delaware corporation ("Borrower"), whose address is 1101 East Meadow Drive, Palo Alto, California 94303 provides the terms on which Bank will lend to Borrower and Borrower will repay Bank. The parties agree as follows:

1. ACCOUNTING AND OTHER TERMS.

Accounting terms not defined in this Agreement will be construed following GAAP. Calculations and determinations must be made following GAAP. The term "financial statements" includes the notes and schedules. The terms "including" and "includes" always mean "including (or includes) without limitation," in this or any Loan Document.

2. LOAN AND TERMS OF PAYMENT

2.1 Credit Extensions.

Borrower will pay Bank the unpaid principal amount of all Credit Extensions and interest on the unpaid principal amount of the Credit Extensions.

2.1.1 Revolving Advances.

(a) Bank will make Advances not exceeding the lesser of (A) the Committed Revolving Line or (B) the Borrowing Base, minus: (i) the outstanding commitments relating to Cash Management Services, the (ii) the amount of all outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit), and (iii) the FX Reserve. Amounts borrowed under this Section may be repaid and reborrowed at any time prior to the Revolving Maturity Date.

(b) To obtain an Advance, Borrower must notify Bank by facsimile or telephone by 12:00 noon P.S.T. three (3) Business Days prior to the date the Advance is to be made. Borrower must promptly confirm the notification by delivering to Bank the Payment/Advance Form attached as Exhibit B. Bank will credit Advances to Borrower's deposit account. Bank may make Advances under this Agreement based on instructions from a Responsible Officer or his or her designee or without instructions if the Advances are necessary to meet Obligations which have become due. Bank may rely on any telephone notice given by a person whom Bank reasonably believes is a Responsible Officer or designee. Borrower will indemnify Bank for any direct loss Bank suffers due to such reliance, other than losses arising out of Bank's gross negligence or willful misconduct.

(c) The Committed Revolving Line terminates on the Revolving Maturity Date, when all Advances, accrued and unpaid interest and any other amounts due hereunder are immediately payable, except for Corporate Advances which may be "termed out" (converted to the Term Loan) pursuant to the terms of Section 2.1.5 (c) below.

2.1.2 Letters of Credit Sublimit.

Bank will issue or have issued Letters of Credit for Borrower's account not exceeding the lesser of: Committed Revolving Line or the Borrowing Base minus, (i) the outstanding principal balance of the Advances minus, (ii) the outstanding commitments under the Cash Management Services, minus (iii) the FX Reserve; however, the face amount of outstanding Letters of Credit (including drawn but unreimbursed Letters of Credit) may not exceed $7,500,000. Each Letter of Credit will have an expiry date of no later than 180 days after the Revolving Maturity Date, but at any time after the Revolving Maturity Date or the termination of this Agreement Borrower's reimbursement obligation will be secured by a certificate of deposit maintained at Bank in an amount of no less than an amount equal to 100% of the face amount of any issued and outstanding Letters of Credit (including drawn but on reimbursed Letters of Credit). Borrower agrees to execute any further documentation in connection with the Letters of Credit as Bank may reasonably request.

2.1.3 Foreign Exchange Sublimit.

If there is availability under the Committed Revolving Line then Borrower may enter in foreign exchange forward contracts with the Bank under which Borrower commits to purchase from or sell to Bank a set amount of foreign currency more than one business day after the contract date (the "FX Forward Contract"). Bank will subtract 10% of each outstanding FX Forward Contract from the foreign exchange sublimit which is a maximum of $750,000 (the "FX Reserve"). The total FX Forward Contracts at any one time may not exceed 10 times the amount of the FX Reserve. Bank may terminate the FX Forward Contracts if an Event of Default occurs and continues.

2.1.4 Cash Management Services Sublimit.

If there is enough availability under the Committed Revolving Line, Borrower may use up to $7,500,000 for Bank's Cash Management Services, which may include merchant services, direct deposit of payroll, business credit card, and check cashing services identified in various cash management services agreements related to such services (the "Cash Management Services"). All amounts Bank pays for any Cash Management Services will be treated as Advances under the Committed Revolving Line.

2.1.5 Corporate Line of Credit.

(a) Bank will make corporate advances ("Corporate Advances") not exceeding the Committed Corporate Line. Amounts borrowed under this Section may be repaid and reborrowed at any time prior to the Corporate Line Maturity Date.

(b) Corporate Advances may only be used for capital expenditures, including but not limited to, acquisitions of Intellectual Property, stock repurchases or purchases of lease residuals.

(c) To obtain a Corporate Advance, Borrower must notify Bank by facsimile or telephone by 12:00 noon P.S.T. on the Business Day the Corporate Advance is to be made. Borrower must promptly confirm the notification by delivering to Bank the Payment/Advance

Form attached as Exhibit B. Bank will credit Corporate Advances to Borrower's deposit account. Bank may make Corporate Advances under this Agreement based on instructions from a Responsible Officer or his or her designee or without instructions if the Corporate Advances are necessary to meet Obligations which have become due. Bank may rely on any telephone notice given by a person whom Bank believes is a Responsible Officer or designee. Borrower will indemnify Bank for any loss Bank suffers due to such reliance, other than losses arising out of Bank's gross negligence or willful misconduct.

(d) On the Corporate Line Maturity Date, Borrower may, at its option: (i) immediately pay all Corporate Advances and accrued and unpaid interest relating to such Corporate Advances; or (ii) repay the balance outstanding on the Corporate Line Maturity Date (but not to exceed $5,000,000) over a period of 36 month pursuant to the terms of paragraph (d) below (the "Term Loan").

(e) Should Borrower choose the Term Loan as its option, Borrower will pay 36 equal installments of principal plus accrued interest (the "Term Loan Payment"). Each Term Loan Payment is payable on the first day of each month during the term of the loan. Borrower's final Term Loan Payment, due on June 28, 2006, includes all outstanding Term Loan principal and accrued interest.

(f) If the Term Loan is accelerated following the occurrence of an Event of Default or if Borrower has chosen the Term Fixed Option and prepays the Term Loan, then Borrower will immediately pay to Bank (i) all due but unpaid Term Loan Payments (including principal and interest), (ii) all Term Loan Payments (including principal and interest unpaid, at the default rate if the prepayment is due to acceleration) remaining for the term of the Term Loan; and (iii) all other sums, if any, that shall have become due and payable with respect to the Term Loan.

(g) If Borrower has chosen the Term Variable Option, then at any time, provided no Event of Default has occurred and is continuing, Borrower shall have the option to prepay the Term Loan, provided Borrower (i) provides written notice to Bank of its election to prepay the Term Loan at least ten (10) days prior to such prepayment, and (ii) pays, on the date of the prepayment (A) all outstanding principal under the Term Loan; (B) all unpaid accrued interest to the date of the prepayment; and (C) all other sums, if any, that shall have become due and payable hereunder with respect to this Agreement.

2.2 Overadvances.

If Borrower's Obligations under Section 2.1.1, 2.1.2, 2.1.3 and 2.1.4 exceed the lesser of either (i) the Committed Revolving Line or (ii) the Borrowing Base, Borrower must immediately pay Bank the excess.

2.3 Interest Rate, Payments.

(a) Interest Rate. (i) Advances accrue interest on the outstanding principal balance at a variable per annum rate of 1 percentage point (1%) above the Prime Rate; (ii) Corporate Advances accrue interest on the outstanding principal balance at a variable per annum rate of 1.50 percentage points (1.50%) above the Prime Rate; and (iii) the Term Loan accrues interest at

Borrower's option at either: (y) a variable per annum rate of 1.50 percentage points (1.50%) above the Prime Rate (the "Term Variable Option") and (z) equal to 1.50 percentage points (1.50%) above the Prime Rate which rate shall be determined upon funding of the Term Loan and shall remain fixed for the term of the Term Loan (the "Term Fixed Option"). The interest rate increases or decreases when the Prime Rate changes. Interest is computed on a 360 day year for the actual number of days elapsed.

(b) Provided no Event of Default has occurred and is continuing and provided further that Borrower maintains, at or through Bank in the Liquid Reserve Fund, Treasury Reserve Fund, demand deposit accounts or savings accounts, deposits in a minimum amount of at least 85% of Borrower's cash and cash equivalents, measured on a monthly basis (the "Balance Requirement"), each of the rates of interest set forth in paragraph (a) above will be reduced by 50 basis points (the "Interest Rate Reduction"). For variable rates of interest, Borrower's qualification for the Interest Rate Reduction will be measured as of the end of each month and if the Balance Requirement is achieved, the Interest Rate Reduction will apply to the month immediately following the date of determination. For fixed interest rates, Borrower's qualification for the Interest Rate Reduction will be measured on the Closing Date and on the first day of the Term Loan. If Borrower does not qualify during on such date, the Interest Rate Reduction will be unavailable for the remainder of the term of the subject credit facility. Furthermore, if Borrower qualifies for the Interest Rate Reduction on the Closing Date or on the first day of the Term Loan, but subsequently fails to maintain the Required Balance, the rate of interest will automatically revert to the relevant rate of interest set forth in paragraph (a) above and the Interest Rate Reduction will be unavailable for the remaining term of the subject credit facility.

(c) After an Event of Default, Obligations accrue interest at 5 percent above the rate effective immediately before the Event of Default, provided, however, that Bank will cease to charge the default rate of interest upon Bank's' waiver of any existing Events of Default..

(d) Payments. Interest due on the Committed Revolving Line and the Committed Corporate Line is payable on the first day of each month. Bank may debit any of Borrower's deposit accounts including Account Number 3300034947 for principal and interest payments owing or any amounts Borrower owes Bank hereunder. Bank will promptly notify Borrower when it debits Borrower's accounts. These debits are not a set-off. Payments received after 12:00 noon Pacific time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment is due the next Business Day and additional fees or interest accrue.

2.4 Fees.

Borrower will pay Bank:

(a) Loan Fee. On or prior to the Closing Date, a loan fee in the amount of $62,500, of which Bank has received $25,000.

(b) Letter of Credit Fee. A per annum letter of credit fee equal to 1.50% of the face amount of each Letter of Credit issued plus, if Letters of Credit are issued by a financial institution other than Bank, but guaranteed by Bank, any fees charged by the issuing financial institution.

(c) Bank Expenses. All Bank Expenses (including reasonable attorneys' fees and reasonable expenses) incurred through and after the date of this Agreement, are payable when due; provided, however, that notwithstanding the foregoing, solely with respect to Bank Expenses incurred prior to the Closing Date, Borrower will only pay for any such Bank Expenses in excess of $5,000.

3. CONDITIONS OF LOANS

3.1 Conditions Precedent to Initial Credit Extension.

Bank's obligation to make the initial Credit Extension is subject to the following conditions precedent:

(a) receipt by Bank of resolution adopted by Borrower's Board of Directors authorizing the transaction in form and substance satisfactory to Bank;

(b) receipt by Bank of a Negative Pledge Agreement satisfactory to Bank, relating to Borrower's Intellectual Property;

(c) receipt by Bank of the Loan Fee relating to Committed Revolving Line;

(d) receipt by Bank of Borrower's insurance certificate with Lender's loss payable endorsement reflecting Bank as loss payee;

(e) completion of Bank's collateral audit and a satisfactory result of the same; and

(f) receipt by Bank of all other agreement, documents and fees that Bank may require.

3.2 Conditions Precedent to all Credit Extensions.

Bank's obligations to make each Credit Extension, including the initial Credit Extension, is subject to the following:

(a) timely receipt of any Payment/Advance Form; and

(b) the representations and warranties in Section 5 must be materially true on the date of the Payment/Advance Form and on the effective date of each Credit Extension and no Event of Default may have occurred and be continuing, or result from the Credit Extension. Each Credit Extension is Borrower's representation and warranty on that date that the representations and warranties of Section 5 remain true as of such date.

4. CREATION OF SECURITY INTEREST

4.1 Grant of Security Interest.

Borrower grants Bank a continuing security interest in all presently existing and later acquired Collateral to secure all Obligations and performance of each of Borrower's duties under the Loan Documents. Except for Permitted Liens, any security interest will be a first priority security interest in the Collateral. If an Event of Default has occurred and is continuing, Bank may place a "hold" on any deposit account pledged as Collateral. If this Agreement is terminated, Bank's lien and security interest in the Collateral will continue until Borrower fully satisfies its Obligations.

5. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants as follows:

5.1 Due Organization and Authorization.

Borrower and each Subsidiary is duly existing and in good standing in its state of formation and qualified and licensed to do business in, and in good standing in, any state in which the conduct of its business or its ownership of property requires that it be qualified, except where the failure to do so could not reasonably be expected to cause a Material Adverse Change.

The execution, delivery and performance of the Loan Documents have been duly authorized, and do not conflict with Borrower's formation documents, nor constitute an event of default under any material agreement by which Borrower is bound. Borrower is not in default under any agreement to which or by which it is bound in which the default could reasonably be expected to cause a Material Adverse Change.

5.2 Collateral.

Borrower has good title to the Collateral, free of Liens except Permitted Liens. The Accounts are bona fide, existing obligations, and the service or property has been performed or delivered to the account debtor or its agent for immediate shipment to and unconditional acceptance by the account debtor. Except as set forth in the Schedule, Borrower has no notice of any actual or imminent Insolvency Proceeding of any account debtor whose accounts are an Eligible Account in any Borrowing Base Certificate. To Borrower's knowledge, all Inventory is in all material respects of good and marketable quality, free from material defects. Borrower is the sole owner of the Intellectual Property, except for non-exclusive licenses granted to its customers in the ordinary course of business. Each Patent is valid and enforceable and no part of the Intellectual Property has been judged invalid or unenforceable, in whole or in part, and, to Borrower's knowledge no claim has been made that any part of the Intellectual Property violates the rights of any third party, except to the extent such claim could not reasonably be expected to cause a Material Adverse Change.

5.3 Litigation.

Except as shown in the Schedule, there are no actions or proceedings pending or, to the knowledge of Borrower's Responsible Officers and legal counsel, threatened by or against Borrower or any Subsidiary in which a likely adverse decision could reasonably be expected to cause a Material Adverse Change.

5.4 No Material Adverse Change in Financial Statements.

All consolidated financial statements for Borrower, and any Subsidiary, delivered to Bank fairly present in all material respects Borrower's consolidated financial condition and Borrower's consolidated results of operations as of the date indicated and for the periods stated. There has not been any material deterioration in Borrower's consolidated financial condition since the date of the most recent financial statements submitted to Bank.

5.5 Solvency.

The fair salable value of Borrower's assets (including goodwill minus disposition costs) exceeds the fair value of its liabilities; the Borrower is not left with unreasonably small capital after the transactions in this Agreement; and Borrower is able to pay its debts (including trade debts) as they mature.

5.6 Regulatory Compliance.

Borrower is not an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act. Borrower is not engaged as one of its important activities in extending credit for margin stock (under Regulations T and U of the Federal Reserve Board of Governors). Borrower has complied in all material respects with the Federal Fair Labor Standards Act. Borrower has not violated any laws, ordinances or rules, the violation of which could reasonably be expected to cause a Material Adverse Change. None of Borrower's or any Subsidiary's properties or assets has been used by Borrower or any Subsidiary or, to Borrower's knowledge, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than legally. Borrower and each Subsidiary has timely filed all required tax returns and paid, or made adequate provision to pay, all material taxes, except those being contested in good faith with adequate reserves under GAAP. Borrower and each Subsidiary has obtained all consents, approvals and authorizations of, made all declarations or filings with, and given all notices to, all government authorities that are necessary to continue its business as currently conducted, except where the failure to do so could not reasonably be expected to cause a Material Adverse Change.

5.7 Subsidiaries.

Borrower does not own any stock, partnership interest or other equity securities except for Permitted Investments.

5.8 Full Disclosure.

No written representation, warranty or other statement of Borrower made by a Responsible Officer in any certificate or written statement given to Bank (taken together with all such written certificates and written statements to Bank) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading. It being recognized by Bank that the projections and forecasts provided by Borrower in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected and forecasted results.

6. AFFIRMATIVE COVENANTS

Borrower will do all of the following:

6.1 Government Compliance.

Borrower will maintain its and all Subsidiaries' legal existence and good standing in its jurisdiction of formation and maintain qualification in each jurisdiction in which the failure to so qualify would reasonably be expected to cause a material adverse effect on Borrower's business or operations. Borrower will comply, and have each Subsidiary comply, with all laws, ordinances and regulations to which it is subject, noncompliance with which could have a material adverse effect on Borrower's business or operations or would reasonably be expected to cause a Material Adverse Change.

6.2 Financial Statements, Reports, Certificates.

(a) Borrower will deliver to Bank: (i) so long as there are no outstanding Obligations, as soon as available, but no later than 30 days after the last day of each fiscal quarter, a company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations during the period, in a form and certified by a Responsible Officer acceptable to Bank; provided, however, that if Borrower requests a Credit Extension from Bank, then Borrower shall deliver to Bank, not less than three (3) Business Days prior to the date such Credit Extension is to be made, such company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations for the 3-month period immediately preceding such request and then thereafter, so long as any Obligations are outstanding, as soon as available, but no later than 30 days after the last day of each month, Borrower shall deliver to Bank such company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations during the period, in a form and certified by a Responsible Officer acceptable to Bank; (ii) as soon as available, but no later than 90 days after the last day of Borrower's fiscal year, audited consolidated financial statements prepared under GAAP, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm reasonably acceptable to Bank, together with a compliance certificate in the form of Exhibit C; (iii) within 5 days of filing, copies of all statements, reports and notices made available to Borrower's security holders or to any holders of Subordinated Debt and all reports on Form 10-K, 10-Q and 8–K filed with the Securities and

Exchange Commission; (iv) a prompt report of any legal actions pending or threatened against Borrower or any Subsidiary that could reasonably be expected to result in damages or costs to Borrower or any Subsidiary of $500,000 or more; and (v) budgets, sales projections, operating plans or other financial information Bank reasonably requests.

(b) Within 30 days after the last day of each month, Borrower will deliver to Bank a Compliance Certificate signed by a Responsible Officer in the form of Exhibit C.

(c) Within 30 days after the last day of each month, Borrower will deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer in the form of Exhibit D, with aged listings of accounts receivable and accounts payable.

(d) Bank has the right to audit Borrower's Collateral at Borrower's expense, but the audits will be conducted no more often than every six months unless an Event of Default has occurred and is continuing.

6.3 Inventory; Returns.

Borrower will keep all Inventory in good and marketable condition, free from material defects. Returns and allowances between Borrower and its account debtors will follow Borrower's customary practices as they exist at execution of this Agreement. Borrower must promptly notify Bank of all returns, recoveries, disputes and claims, that involve more than $100,000.

6.4 Taxes.

Borrower will make, and cause each Subsidiary to make, timely payment of all material federal, state, and local taxes or assessments, other than those being contested in good faith and for which Borrower maintains adequate reserve and will deliver to Bank, on demand, appropriate certificates attesting to the payment.

6.5 Insurance.

Borrower will keep its business and the Collateral insured for risks and in amounts, as Bank may reasonably request. Insurance policies will be in a form, with companies, and in amounts that are satisfactory to Bank in Bank's reasonable discretion. All property policies will have a lender's loss payable endorsement showing Bank as an additional loss payee and all liability policies will show the Bank as an additional insured and provide that the insurer must give Bank at least 20 days notice before canceling its policy. At Bank's request, Borrower will deliver certified copies of policies and evidence of all premium payments. Proceeds payable under any policy will, at Bank's option, be payable to Bank on account of the Obligations.

6.6 Financial Covenants.

Borrower will maintain as of the last day of each month:

(i) **Quick Ratio (Adjusted)**. A ratio of Quick Assets to Current Liabilities minus: (a) Deferred Maintenance Revenue and (b) Deferred Gross Profit of at least 1.30 to 1.00 as of the last day of every month on or prior to June 30, 2003 and 1.50 to 1.00 as of the last day of each month thereafter; provided, however, that so long as there are no outstanding Obligations, Borrower will maintain the applicable ratio as of the last day each fiscal quarter; provided, further, that if Borrower requests a Credit Extension from Bank during such fiscal quarter, then Borrower shall deliver to Bank, not less than three (3) Business Days prior to the date such Credit Extension is to be made, a report of Borrower's Quick Ratio (Adjusted) for each of the 3 months immediately preceding such request and monthly thereafter and Bank shall reserve the right to declare an Event of Default for any previous violations of the above covenant.

(ii) **Tangible Net Worth**. A Tangible Net Worth of at least $16,000,000 as of the end of each month on or prior to June 30, 2003 and $18,000,000 as of the end of each month thereafter; provided, however, that so long as there are no outstanding Obligations, Borrower will maintain the applicable Tangible Net Worth as of the last day each fiscal quarter; provided, further, that if Borrower requests a Credit Extension from Bank during such fiscal quarter, then Borrower shall deliver to Bank, not less than three (3) Business Days prior to the date such Credit Extension is to be made, a report of Borrower's Tangible Net Worth for each of the 3 months immediately preceding such request and monthly thereafter and Bank shall reserve the right to declare an Event of Default for any previous violations of the above covenant.

6.7 Primary Accounts.

Borrower will maintain its primary depository and operating accounts with Bank.

6.8 Registration of Intellectual Property Rights.

Borrower will, as deemed appropriate by Borrower's Board of Directors and consistent with Borrower's past practice, register with the United States Patent and Trademark Office or the United States Copyright Office its Intellectual Property within 30 days of the date of this Agreement, and additional Intellectual Property rights developed or acquired material to Borrower's business, including revisions or additions with any product before the sale or licensing of the product to any third party.

Borrower will as it deems reasonably appropriate and consistent with past practice (i) protect, defend and maintain the validity and enforceability of the Intellectual Property and (ii) not allow any Intellectual Property to be abandoned, forfeited or dedicated to the public without Bank's written consent, which consent shall not be unreasonably withheld.

Borrower will promptly advise Bank in writing of material infringements of the Intellectual Property.

6.9 Control Agreements.

With respect to deposit accounts or investment accounts maintained at financial institutions other than Bank, within 10 days of the opening of any such deposit account or

investment account, Borrower will execute and deliver to Bank, control agreements in form satisfactory to Bank in order for Bank to perfect its security interest in Borrower's deposit accounts or investment accounts.

6.10 Further Assurances.

Borrower will execute any further instruments and take further action as Bank reasonably requests to perfect or continue Bank's security interest in the Collateral or to effect the purposes of this Agreement.

7. NEGATIVE COVENANTS

Borrower will not do any of the following without Bank's prior written consent, which will not be unreasonably withheld:

7.1 Dispositions.

Convey, sell, lease, transfer or otherwise dispose of (collectively "Transfer"), or permit any of its Subsidiaries to Transfer, all or any part of its business or property, other than Transfers (i) of Inventory in the ordinary course of business; (ii) of non-exclusive licenses and similar arrangements for the use of the property of Borrower or its Subsidiaries in the ordinary course of business; (iii) of worn-out or obsolete Equipment; or (iv) other dispositions not included in (i) through (iv) above not to exceed $100,000 in the aggregate in any one of Borrower's fiscal years.

7.2 Changes in Business, Ownership, Management or Business Locations.

Engage in or permit any of its Subsidiaries to engage in any business other than the businesses currently engaged in by Borrower or reasonably related thereto or have a material change in its ownership or management (other than the sale of Borrower's equity securities in a public offering or to venture capital investors approved by Bank). Borrower will not, without at least 30 days prior written notice, relocate its chief executive office.

7.3 Mergers or Acquisitions.

Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the capital stock or property of another Person (other than Permitted Investments), except where (i) no Event of Default has occurred and is continuing or would result from such action during the term of this Agreement and (ii) and the aggregate value of such transactions would not exceed 10% of Tangible Net Worth. A Subsidiary may merge or consolidate into another Subsidiary or into Borrower.

7.4 Indebtedness.

Create, incur, assume, or be liable for any Indebtedness, or permit any Subsidiary to do so, other than Permitted Indebtedness.

7.5 Encumbrance.

Create, incur, or allow any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, or permit any of its Subsidiaries to do so, except for Permitted Liens, or permit any Collateral not to be subject to the first priority security interest granted here, subject to Permitted Liens.

7.6 Distributions; Investments.

Directly or indirectly acquire or own any Person, or make any Investment in any Person, other than Permitted Investments, or permit any of its Subsidiaries to do so. Pay any dividends or make any distribution or payment or redeem, retire or purchase any capital stock (except shares acquired upon the conversion thereof into other shares of Borrower's capital stock.

7.7 Transactions with Affiliates.

Directly or indirectly enter into or permit any material transaction with any Affiliate except transactions that are in the ordinary course of Borrower's business, on terms less favorable to Borrower than would be obtained in an arm's length transaction with a non-affiliated Person.

7.8 Subordinated Debt.

Make or permit any payment on any Subordinated Debt, except under the terms of the Subordinated Debt, or amend any provision in any document relating to the Subordinated Debt without Bank's prior written consent (such consent not to be unreasonably withheld).

7.9 Compliance.

Become an "investment company" or a company controlled by an "investment company," under the Investment Company Act of 1940 or undertake as one of its important activities extending credit to purchase or carry margin stock, or use the proceeds of any Credit Extension for that purpose; fail to meet the minimum funding requirements of ERISA, permit a Reportable Event or Prohibited Transaction, as defined in ERISA, to occur; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation could reasonably be expected to have a material adverse effect on Borrower's business or operations or would reasonably be expected to cause a Material Adverse Change, or permit any of its Subsidiaries to do so.

8. EVENTS OF DEFAULT

Any one of the following is an Event of Default:

8.1 Payment Default.

If Borrower fails to pay any of the Obligations within 3 days after their due date. During the additional period the failure to cure the default is not an Event of Default (but no Credit Extension will be made during the cure period);

8.2 Covenant Default.

If Borrower does not perform any obligation in Section 6 or violates any covenant in Section 7 or does not perform or observe any other material term, condition or covenant in this Agreement, any Loan Documents, or in any agreement between Borrower and Bank and as to any default under a term, condition or covenant that can be cured, has not cured the default within 10 days after it occurs, or if the default cannot be cured within 10 days or cannot be cured after Borrower's attempts within 10 day period, and the default may be cured within a reasonable time, then Borrower has an additional period (of not more than 30 days) to attempt to cure the default. During the additional time, the failure to cure the default is not an Event of Default (but no Credit Extensions will be made during the cure period).

8.3 Material Adverse Change.

If there (i) occurs a material adverse change in the business operations, or condition (financial or otherwise) of the Borrower; or (ii) is a material impairment of the prospect of repayment of any portion of the Obligations; or (iii) is a material impairment of the value or priority of Bank's security interests in the Collateral.

8.4 Attachment.

If any material portion of Borrower's assets is attached, seized, levied on, or comes into possession of a trustee or receiver and the attachment, seizure or levy is not removed in 10 days, or if Borrower is enjoined, restrained, or prevented by court order from conducting a material part of its business or if a judgment or other claim becomes a Lien on a material portion of Borrower's assets, or if a notice of lien, levy, or assessment is filed against any of Borrower's assets by any government agency and not paid within 10 days after Borrower receives notice. These are not Events of Default if stayed or if a bond is posted pending contest by Borrower (but no Credit Extensions will be made during the cure period).

8.5 Insolvency.

If Borrower becomes insolvent or if Borrower begins an Insolvency Proceeding or an Insolvency Proceeding is begun against Borrower and not dismissed or stayed within 30 days (but no Credit Extensions will be made before any Insolvency Proceeding is dismissed).

8.6 Other Agreements.

If there is a default in any agreement between Borrower and a third party that gives the third party the right to accelerate any Indebtedness exceeding $500,000 or that could cause a Material Adverse Change.

8.7 Judgments.

If a money judgment(s) in the aggregate of at least $250,000 is rendered against Borrower and is unsatisfied and unstayed for 10 days (but no Credit Extensions will be made before the judgment is stayed or satisfied).

8.8 Misrepresentations.

If Borrower or any Person acting for Borrower makes any material misrepresentation or material misstatement now or later in any warranty or representation in this Agreement or in any writing delivered to Bank or to induce Bank to enter this Agreement or any Loan Document.

9. BANK'S RIGHTS AND REMEDIES

9.1 Rights and Remedies.

When an Event of Default occurs and continues Bank may, without notice or demand, do any or all of the following:

(a) Declare all Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs all Obligations are immediately due and payable without any action by Bank);

(b) Stop advancing money or extending credit for Borrower's benefit under this Agreement or under any other agreement between Borrower and Bank;

(c) Settle or adjust disputes and claims directly with account debtors for amounts, on terms and in any order that Bank considers advisable;

(d) Make any payments and do any acts it considers necessary or reasonable to protect its security interest in the Collateral. Borrower will assemble the Collateral if Bank requires and make it available as Bank designates. Bank may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Borrower grants Bank a license to enter and occupy any of its premises, without charge, to exercise any of Bank's rights or remedies;

(e) Apply to the Obligations any (i) balances and deposits of Borrower it holds, or (ii) any amount held by Bank owing to or for the credit or the account of Borrower;

(f) Ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, advertise for sale, and sell the Collateral. Bank is granted a non-exclusive, royalty-free license or other right to use, without charge, Borrower's labels, Patents, Copyrights, Mask Works, rights of use of any name, trade secrets, trade names, Trademarks, service marks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Bank's exercise of its rights under this Section (provided such license shall terminate immediately upon satisfaction of the Obligations), Borrower's rights under all licenses and all franchise agreements inure to Bank's benefit to the extent permitted under such agreements; and

(g) Dispose of the Collateral according to the Code.

9.2 Power of Attorney.

Effective only when an Event of Default occurs and continues, Borrower irrevocably appoints Bank as its lawful attorney to: (i) endorse Borrower's name on any checks or other forms of payment or security; (ii) sign Borrower's name on any invoice or bill of lading for any Account or drafts against account debtors, (iii) make, settle, and adjust all claims under Borrower's insurance policies; (iv) settle and adjust disputes and claims about the Accounts directly with account debtors, for amounts and on terms Bank determines reasonable; and (v) transfer the Collateral into the name of Bank or a third party as the Code permits. Bank may exercise the power of attorney to sign Borrower's name on any documents necessary to perfect or continue the perfection of any security interest regardless of whether an Event of Default has occurred. Bank's appointment as Borrower's attorney in fact, and all of Bank's rights and powers, coupled with an interest, are irrevocable until all Obligations have been fully repaid and performed and Bank's obligation to provide Credit Extensions terminates.

9.3 Accounts Collection.

When an Event of Default occurs and continues, Bank may notify any Person owing Borrower money of Bank's security interest in the funds and verify the amount of the Account. Borrower must collect all payments in trust for Bank and, if requested by Bank, immediately deliver the payments to Bank in the form received from the account debtor, with proper endorsements for deposit.

9.4 Bank Expenses.

If Borrower fails to pay any amount or furnish any required proof of payment to third persons, Bank may make all or part of the payment or obtain insurance policies required in Section 6.5, and take any action under the policies Bank deems prudent, provided, Bank will, if practical under the circumstances, notify Borrower of its intent to make a payment to a third person, three (3) days prior to making such payment. Any such amounts paid by Bank are Bank Expenses and immediately due and payable, bearing interest at the then applicable rate and secured by the Collateral. No payments by Bank are deemed an agreement to make similar payments in the future or Bank's waiver of any Event of Default.

9.5 Bank's Liability for Collateral.

If Bank complies with reasonable banking practices and Section 9-207 of the Code, it is not liable for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other person. Borrower bears all risk of loss, damage or destruction of the Collateral.

9.6 Remedies Cumulative.

Bank's rights and remedies under this Agreement, the Loan Documents, and all other agreements are cumulative. Bank has all rights and remedies provided under the Code, by law, or in equity. Bank's exercise of one right or remedy is not an election, and Bank's waiver of any

Event of Default is not a continuing waiver. Bank's delay is not a waiver, election, or acquiescence. No waiver is effective unless signed by Bank and then is only effective for the specific instance and purpose for which it was given.

9.7 Demand Waiver.

Borrower waives demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees held by Bank on which Borrower is liable.

10. NOTICES

All notices or demands by any party about this Agreement or any other related agreement must be in writing and be personally delivered or sent by an overnight delivery service, by certified mail, postage prepaid, return receipt requested, or by telefacsimile to the addresses set forth at the beginning of this Agreement. A party may change its notice address by giving the other party written notice.

11. CHOICE OF LAW , VENUE AND JURY TRIAL WAIVER

California law governs the Loan Documents without regard to principles of conflicts of law. Borrower and Bank each submit to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California.

BORROWER AND BANK EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

12. GENERAL PROVISIONS

12.1 Successors and Assigns.

This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Borrower may not assign this Agreement or any rights under it without Bank's prior written consent which may be granted or withheld in Bank's discretion. Bank has the right, without the consent of or notice to Borrower, to sell, transfer, negotiate, or grant participation in all or any part of, or any interest in, Bank's obligations, rights and benefits under this Agreement.

12.2 Indemnification.

Borrower will indemnify, defend and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities asserted by any other

party in connection with the transactions contemplated by the Loan Documents; and (b) all losses or Bank Expenses incurred, or paid by Bank from, following, or consequential to transactions between Bank and Borrower (including reasonable attorneys fees and expenses), except for losses caused by Bank's gross negligence or willful misconduct. Notwithstanding the foregoing, in no event will Borrower be liable for any amount in excess of the Obligations.

12.3 Time of Essence.

Time is of the essence for the performance of all obligations in this Agreement.

12.4 Severability of Provision.

Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

12.5 Amendments in Writing, Integration.

All amendments to this Agreement must be in writing and signed by Borrower and Bank. This Agreement represents the entire agreement about this subject matter, and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement merge into this Agreement and the Loan Documents.

12.6 Counterparts.

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, are an original, and all taken together, constitute one Agreement.

12.7 Survival.

All covenants, representations and warranties made in this Agreement continue in full force while any Obligations remain outstanding. The obligations of Borrower in Section 12.2 to indemnify Bank will survive until all statutes of limitations for actions that may be brought against Bank have run.

12.8 Confidentiality.

In handling any confidential information, Bank will exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made (i) to Bank's subsidiaries or affiliates in connection with their business with Borrower, (ii) to prospective transferees or purchasers of any interest in the loans, (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Bank's examination or audit and (v) as Bank considers appropriate exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain after

disclosure to Bank; or (b) is disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

12.9 Attorneys' Fees, Costs and Expenses.

In any action or proceeding between Borrower and Bank arising out of the Loan Documents, the prevailing party will be entitled to recover its reasonable attorneys' fees and other reasonable costs and expenses incurred, in addition to any other relief to which it may be entitled.

13. DEFINITIONS

13.1 Definitions.

In this Agreement:

"**Accounts**" are all existing and later arising accounts, contract rights, and other obligations owed Borrower in connection with its sale or lease of goods (including licensing software and other technology) or provision of services, all credit insurance, guaranties, other security and all merchandise returned or reclaimed by Borrower and Borrower's Books relating to any of the foregoing.

"**Advance**" or "**Advances**" is a loan advance (or advances) under the Committed Revolving Line.

"**Affiliate**" of a Person is a Person that owns or controls directly or indirectly the Person, any Person that controls or is controlled by or is under common control with the Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members.

"**Balance Requirement**" is defined in Section 2.3 (b).

"**Bank Expenses**" are all audit fees and expenses and reasonable costs and expenses (including reasonable attorneys' fees and expenses) for preparing, negotiating, administering, defending and enforcing the Loan Documents (including appeals or Insolvency Proceedings).

"**Borrower's Books**" are all Borrower's books and records including ledgers, records regarding Borrower's assets or liabilities, the Collateral, business operations or financial condition and all computer programs or discs or any equipment containing the information.

"**Borrowing Base**" is 80% of Eligible Accounts as determined by Bank from Borrower's most recent Borrowing Base Certificate; provided, however, that Bank may lower the percentage of the Borrowing Base after performing an audit of Borrower's Collateral.

"**Business Day**" is any day that is not a Saturday, Sunday or a day on which the Bank is closed.

"Cash Management Services" are defined in Section 2.1.4.

"**Closing Date**" is the date of this Agreement.

"**Code**" is the California Uniform Commercial Code.

"**Collateral**" is the property described on Exhibit A.

"**Committed Corporate Line**" is an Advance of up to $5,000,000.

"**Committed Revolving Line**" is an Advance of up to $7,500,000.

"**Contingent Obligation**" is, for any Person, any direct or indirect liability, contingent or not, of that Person for (i) any indebtedness, lease, dividend, letter of credit or other obligation of another such as an obligation directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse by that Person, or for which that Person is directly or indirectly liable; (ii) any obligations for undrawn letters of credit for the account of that Person; and (iii) all obligations from any interest rate, currency or commodity swap agreement, interest rate cap or collar agreement, or other agreement or arrangement designated to protect a Person against fluctuation in interest rates, currency exchange rates or commodity prices; but "Contingent Obligation" does not include endorsements in the ordinary course of business. The amount of a Contingent Obligation is the stated or determined amount of the primary obligation for which the Contingent Obligation is made or, if not determinable, the maximum reasonably anticipated liability for it determined by the Person in good faith; but the amount may not exceed the maximum of the obligations under the guarantee or other support arrangement.

"**Copyrights**" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"**Corporate Advances**" has the meaning set forth in Section 2.1.5 (a).

"**Corporate Line Maturity Date**" is July 31, 2003.

"**Credit Extension**" is each Advance, Corporate Advance, Letter of Credit, Exchange Contract, or any other extension of credit by Bank for Borrower's benefit.

"**Current Liabilities**" are the aggregate amount of Borrower's Total Liabilities which mature within one (1) year, plus the portion of the outstanding Credit Extensions made hereunder which mature in more than one (1) year.

"**Deferred Gross Profit**" is amounts received by Borrower in advance of full performance under a contract with a third party less deferred costs of sales.

"**Deferred Maintenance Revenue**" is all amounts received in advance of performance under maintenance contract and not yet recognized as revenue.

"**Eligible Accounts**" are Accounts in the ordinary course of Borrower's business that meet all Borrower's representations and warranties in Section 5; but Bank may change eligibility standards by giving Borrower notice. Unless Bank agrees otherwise in writing, Eligible Accounts will not include:

(a) Accounts that the account debtor has not paid within 90 days of invoice date;

(b) Accounts for an account debtor, 50% or more of whose Accounts have not been paid within 90 days of invoice date;

(c) Credit balances over 90 days from invoice date;

(d) Accounts for an account debtor, including Affiliates, whose total obligations to Borrower exceed 25% of all Accounts, for the amounts that exceed that percentage, unless the Bank approves in writing;

(e) Accounts for which the account debtor does not have its principal place of business in the United States;

(f) Accounts for which the account debtor is a federal, state or local government entity or any department, agency, or instrumentality;

(g) Accounts for which Borrower owes the account debtor, but only up to the amount owed (sometimes called "contra" accounts, accounts payable, customer deposits or credit accounts);

(h) Accounts for demonstration or promotional equipment, or in which goods are consigned, sales guaranteed, sale or return, sale on approval, bill and hold, or other terms if account debtor's payment may be conditional;

(i) Accounts for which the account debtor is Borrower's Affiliate, officer, employee, or agent;

(j) Accounts in which the account debtor disputes liability or makes any claim and Bank believes there may be a basis for dispute (but only up to the disputed or claimed amount), or if the Account Debtor is subject to an Insolvency Proceeding, or becomes insolvent, or goes out of business;

(k) Accounts for which Bank reasonably determines collection to be doubtful.

"**Equipment**" is all present and future machinery, equipment, tenant improvements, furniture, fixtures, vehicles, tools, parts and attachments in which Borrower has any interest.

"**ERISA**" is the Employment Retirement Income Security Act of 1974, and its regulations.

"**FX Forward Contract**" is defined in Section 2.1.3.

"**FX Reserve**" is defined in Section 2.1.3.

"**GAAP**" is generally accepted accounting principles.

"**Guarantor**" is any present or future guarantor of the Obligations.

"**Indebtedness**" is (a) indebtedness for borrowed money or the deferred price of property or services, such as reimbursement and other obligations for surety bonds and letters of credit, (b) obligations evidenced by notes, bonds, debentures or similar instruments, (c) capital lease obligations and (d) Contingent Obligations.

"**Insolvency Proceeding**" are proceedings by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief.

"**Intellectual Property**" is:

(a) Copyrights, Trademarks, Patents, and Mask Works including amendments, renewals, extensions, and all licenses or other rights to use and all license fees and royalties from the use;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held;

(c) All design rights which may be available to Borrower now or later created, acquired or held;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above;

All proceeds and products of the foregoing, including all insurance, indemnity or warranty payments.

"**Interest Rate Reduction**" is defined in Section 2.3 (b).

"**Inventory**" is present and future inventory in which Borrower has any interest, including merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products intended for sale or lease or to be furnished under a contract of service, of every kind and description now or later owned by or in the custody or possession, actual or constructive, of Borrower, including inventory temporarily out of its custody or possession or in transit and including returns on any accounts or other proceeds (including insurance proceeds) from the sale or disposition of any of the foregoing and any documents of title.

"**Investment**" is any beneficial ownership of (including stock, partnership interest or other securities) any Person, or any loan, advance or capital contribution to any Person.

"**Letter of Credit**" is defined in Section 2.1.2.

"**Lien**" is a mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"**Liquid Reserve Fund**" is a money market mutual fund of that name managed by an affiliate of Bank.

"**Loan Documents**" are, collectively, this Agreement, any note, or notes or guaranties executed by Borrower or Guarantor, and any other present or future agreement between Borrower and/or for the benefit of Bank in connection with this Agreement, all as amended, extended or restated.

"**Mask Works**" are all mask works or similar rights available for the protection of semiconductor chips, now owned or later acquired.

"**Material Adverse Change**" is defined in Section 8.3.

"**Obligations**" are debts, principal, interest, Bank Expenses and other amounts Borrower owes Bank now or later, including cash management services, letters of credit and foreign exchange contracts, if any and including interest accruing after Insolvency Proceedings begin and debts, liabilities, or obligations of Borrower assigned to Bank.

"**Patents**" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"**Permitted Indebtedness**" is:

(a) Borrower's indebtedness to Bank under this Agreement or any other Loan Document;

(b) Indebtedness existing on the Closing Date and shown on the Schedule;

(c) Subordinated Debt;

(d) Indebtedness to trade creditors incurred in the ordinary course of business; and

(e) Indebtedness secured by Permitted Liens.

"Permitted Investments" are:

(a) Investments shown on the Schedule and existing on the Closing Date; and

(b) (i) marketable direct obligations issued or unconditionally guaranteed by the United States or its agency or any State maturing within 1 year from its acquisition,

(ii) commercial paper maturing no more than 1 year after its creation and having the highest rating from either Standard & Poor's Corporation or Moody's Investors Service, Inc., and (iii) Bank's certificates of deposit issued maturing no more than 1 year after issue.

(c) Investments not otherwise permitted by clauses (a) or (b) above in an aggregate amount not to exceed $500,000 at any one time.

"Permitted Liens" are:

(a) Liens existing on the Closing Date and shown on the Schedule or arising under this Agreement or other Loan Documents;

(b) Liens for taxes, fees, assessments or other government charges or levies, either not delinquent or being contested in good faith and for which Borrower maintains adequate reserves on its Books, if they have no priority over any of Bank's security interests;

(c) Purchase money Liens (i) on Equipment acquired or held by Borrower or its Subsidiaries incurred for financing the acquisition of the Equipment, or (ii) existing on equipment when acquired, if the Lien is confined to the property and improvements and the proceeds of the equipment;

(d) Leases or subleases granted in the ordinary course of Borrower's business, including in connection with Borrower's leased premises or leased property;

(e) At Bank's sole discretion, Liens, solely on Accounts where the account debtor is a federal, state or local government entity (and which Accounts have not been financed by Bank) securing financing provided by a third party to Borrower and approved by Bank.

(f) Liens incurred in the extension, renewal or refinancing of the indebtedness secured by Liens described in (a) through (c), but any extension, renewal or replacement Lien must be limited to the property encumbered by the existing Lien and the principal amount of the indebtedness may not increase.

"**Person**" is any individual, sole proprietorship, partnership, limited liability company, joint venture, company association, trust, unincorporated organization, association, corporation, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**Prime Rate**" is Bank's most recently announced "prime rate," even if it is not Bank's lowest rate.

"**Quick Assets**" is, on any date, the Borrower's consolidated, unrestricted cash, cash equivalents, net billed accounts receivable and marketable investments with maturities of less than 12 months determined according to GAAP.

"**Responsible Officer**" is each of the Chief Executive Officer, the President, the Chief Financial Officer and the Controller of Borrower.

"**Revolving Maturity Date**" is July 31, 2003.

"**Schedule**" is any attached schedule of exceptions.

"**Subordinated Debt**" is debt incurred by Borrower subordinated to Borrower's indebtedness owed to Bank and which is reflected in a written agreement in a manner and form acceptable to Bank and approved by Bank in writing.

"**Subsidiary**" is for any Person, or any other business entity of which more than 50% of the voting stock or other equity interests is owned or controlled, directly or indirectly, by the Person or one or more Affiliates of the Person.

"**Tangible Net Worth**" is, on any date, the consolidated total assets of Borrower and its Subsidiaries minus, (i) any amounts attributable to (a) goodwill, (b) intangible items such as unamortized debt discount and expense, Patents, trade and service marks and names, Copyrights and research and development expenses except prepaid expenses, and (c) reserves not already deducted from assets, (ii) Total Liabilities, and (iii) 25% of any equity capital raised after the Closing Date.

"**Term Fixed Option**" is defined in Section 2.3(a).

"**Term Loan**" is defined in Section 2.1.5 (c).

"**Term Loan Payment**" is defined in Section 2.1.5 (d).

"**Term Variable Option**" is defined in Section 2.3(a).

"**Total Liabilities**" is on any day, obligations that should, under GAAP, be classified as liabilities on Borrower's consolidated balance sheet, including all Indebtedness, and current portion Subordinated Debt allowed to be paid, but excluding all other Subordinated Debt.

"**Trademarks**" are trademark and servicemark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Assignor connected with the trademarks.

"**Treasury Reserve Fund**" is a money market mutual fund of that name managed by an affiliate of Bank.

BORROWER:

OMNICELL, INC.

By: /s/ Robert Newell

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: /s/ Heather Hamilton

Title:

EXHIBIT A

The Collateral consists of all of Borrower's right, title and interest in and to the following whether owned now or hereafter arising and whether the Borrower has rights now or hereafter has rights therein and wherever located:

All goods and equipment now owned or hereafter acquired, including, without limitation, all machinery, fixtures, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

All inventory, now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Borrower's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above;

All contract rights and general intangibles (as such definitions may be amended from time to time according to the Code), now owned or hereafter acquired, including, without limitation, leases, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind,;

All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Borrower arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Borrower (as such definitions may be amended from time to time according to the Code) whether or not earned by performance, and any and all credit insurance, insurance (including refund) claims and proceeds, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Borrower;

All documents, cash, deposit accounts, securities, securities entitlements, securities accounts, investment property, financial assets, letters of credit, letter of credit rights, certificates of deposit, instruments and chattel paper and electronic chattel paper now owned or hereafter acquired and Borrower's Books relating to the foregoing;

All Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

The Collateral shall not be deemed to include any copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired; any patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, trademarks, servicemarks and applications therefor, whether registered or not, and the goodwill of the business of Borrower connected with and symbolized by such trademarks, any trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements and confidential information, now owned or hereafter acquired; or any claims for damage by way of

any past, present and future infringement of any of the foregoing (collectively, the "Intellectual Property"), except that the Collateral shall include the proceeds of all the Intellectual Property that are accounts, (i.e. accounts receivable) of Borrower, or general intangibles consisting of rights to payment, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in such accounts and general intangibles of Borrower that are proceeds of the Intellectual Property, then the Collateral shall automatically, and effective as of the Closing Date, include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in such accounts and general intangibles of Borrower that are proceeds of the Intellectual Property.

Borrower and Bank are parties to that certain Negative Pledge Agreement, whereby Borrower, in connection with Bank's loan or loans to Borrower, has agreed, among other things, not to sell, transfer, assign, mortgage, pledge, lease grant a security interest in, or encumber any of its intellectual property, without Bank's prior written consent.

EXHIBIT B

LOAN PAYMENT/ADVANCE TELEPHONE REQUEST FORM

DEADLINE FOR SAME DAY PROCESSING IS 12:00 NOON, P.S.T.

TO: CENTRAL CLIENT SERVICE DIVISION DATE: _____

FAX#: (408) 496-2426 TIME: _____

FROM: Omnicell, Inc.

CLIENT NAME (BORROWER)

REQUESTED BY: _____
AUTHORIZED SIGNER'S NAME

AUTHORIZED SIGNATURE: _____

PHONE NUMBER: _____

FROM ACCOUNT # _____ TO ACCOUNT # _____

REQUESTED TRANSACTION TYPE	REQUESTED DOLLAR AMOUNT
PRINCIPAL INCREASE (ADVANCE)	$ _____
PRINCIPAL INCREASE (CORPORATE ADVANCE)	$ _____
PRINCIPAL PAYMENT (ONLY)	$ _____
INTEREST PAYMENT (ONLY)	$ _____
PRINCIPAL AND INTEREST (PAYMENT)	$ _____

OTHER INSTRUCTIONS: _____

All Borrower's representations and warranties in the Loan and Security Agreement are true, correct and complete in all material respects on the date of the telephone request for and Advance confirmed by this Borrowing Certificate; but those representations and warranties expressly referring to another date shall be true, correct and complete in all material respects as of that date.

BANK USE ONLY

TELEPHONE REQUEST:

The following person is authorized to request the loan payment transfer/loan advance on the advance designated account and is known to me.

_____ _____
Authorized Requester Phone #

_____ _____
Received By (Bank) Phone #

_____
Authorized Signature (Bank)

EXHIBIT C
COMPLIANCE CERTIFICATE

TO: SILICON VALLEY BANK
3003 Tasman Drive
Santa Clara, California 95054

FROM: OMNICELL, INC.
1101 East Meadow Drive
Palo Alto, California 94303

The undersigned authorized officer of Omnicell, Inc. ("Borrower") certifies that under the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending _____ with all required covenants except as noted below and (ii) all representations and warranties in the Agreement are true and correct in all material respects on this date. Attached are the required documents supporting the certification. The Officer certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied from one period to the next except as explained in an accompanying letter or footnotes. The Officer acknowledges that no borrowings may be requested at any time or date of determination that Borrower is not in compliance with any of the terms of the Agreement, and that compliance is determined not just at the date this certificate is delivered.

Please indicate compliance status by circling Yes/No under "Complies" column.

Reporting Covenant	Required	Complies	
Financial Statements*	Quarterly / Monthly within 30 days	Yes	No
Annual (Audited)	FYE within 90 days	Yes	No
10-K, 10-Q, and 8K	Within 5 days after filing SEC	Yes	No
A/R & A/P Agings	Monthly within 30 days	Yes	No
A/R Audit	Initial and semi-annual	Yes	No
Borrowing Base Certificate	Monthly within 30 days	Yes	No

Financial Covenant	Required		Actual	Complies	
As of the end of the month	Before 6/30/03	After 7/1/03			
Tangible Net Worth**	$16,000,000	$18,000,000		Yes	No
Quick Ratio***	1.30:1.00	1.50:1.00		Yes	No

*So long as there are no outstanding Obligations, as soon as available, but no later than 30 days after the last day of each fiscal quarter, a company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations during the period, in a form and certified by a Responsible Officer acceptable to Bank; provided, however, that if Borrower requests a Credit Extension from Bank, then Borrower shall deliver to Bank, not less than three (3) Business Days prior to the date such Credit Extension is to be made, such company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations for the 3-month period immediately preceding such request and then thereafter, so long as any Obligations are outstanding, as soon as available, but no later than 30 days after the last day of each month, Borrower shall deliver to Bank such company prepared consolidated balance sheet and income statement covering Borrower's consolidated operations during the period, in a form and certified by a Responsible Officer acceptable to Bank.

**So long as there are no outstanding Obligations, Borrower will maintain the applicable ratio as of the last day each fiscal quarter; provided, further, that if Borrower requests a Credit Extension from Bank during such fiscal quarter, then Borrower shall deliver to Bank, not less than three (3) Business Days prior to the date such Credit Extension is to be made, a report of Borrower's Quick Ratio (Adjusted) for each of the 3 months immediately preceding such request and monthly thereafter and Bank shall reserve the right to declare an Event of Default for any previous violations of the above covenant.

***So long as there are no outstanding Obligations, Borrower will maintain the applicable Tangible Net Worth as of the last day each fiscal quarter; provided, further, that if Borrower requests a Credit Extension from Bank during such fiscal quarter, then Borrower shall deliver to Bank, not less than three (3) Business Days prior to the date such Credit Extension is to be made, a report of Borrower's Tangible Net Worth for each of the 3 months immediately preceding such request and monthly thereafter and Bank shall reserve the right to declare an Event of Default for any previous violations of the above covenant

Comments Regarding Exceptions: See Attached.

Sincerely,

OMNICELL, INC.

SIGNATURE

TITLE

DATE

BANK USE ONLY

Received by: _____
AUTHORIZED SIGNER

Date: _____

Verified: _____
AUTHORIZED SIGNER

Date: _____

Compliance Status: Yes No

EXHIBIT D

BORROWING BASE CERTIFICATE

Borrower:	OMNICELL, INC. 1101 East Meadow Drive Palo Alto, California 94303	Bank:	Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054

Commitment Amount: $7,500,000

ACCOUNTS RECEIVABLE			
1.	Accounts Receivable Book Value as of _____		$_____
2.	Additions (please explain on reverse)		$_____
3.	TOTAL ACCOUNTS RECEIVABLE		$_____
ACCOUNTS RECEIVABLE DEDUCTIONS (without duplication)			
4.	Amounts over 90 days due	$_____	
5.	Balance of 50% over 90 day accounts	$_____	
6.	Credit balances over 90 days	$_____	
7.	Concentration Limits*	$_____	
8.	Governmental Accounts	$_____	
9.	Contra Accounts	$_____	
10.	Promotion or Demo Accounts	$_____	
11.	Intercompany/Employee Accounts	$_____	
12.	Other (please explain on reverse)	$_____	
13.	TOTAL ACCOUNTS RECEIVABLE DEDUCTIONS		$_____
14.	Eligible Accounts (#3 minus #13)	$_____	
15.	LOAN VALUE OF ACCOUNTS (80% of #14)		$_____
BALANCES			
16.	Maximum Loan Amount	$_____	
17.	Total Funds Available [Lesser of #16 or #15]		$_____
18.	Present balance owing on Line of Credit	$_____	
	RESERVE POSITION (#17 minus #18)	$_____	

The undersigned represents and warrants that this is true, complete and correct, and that the information in this Borrowing Base Certificate complies with the representations and warranties in the Loan and Security Agreement between the undersigned and Silicon Valley Bank.

COMMENTS:

OMNICELL, INC.

By: _____
Authorized Signer

BANK USE ONLY

Rec'd By _____
Auth. Signer
Date: _____

Verified: _____
Auth. Signer
Date: _____

CORPORATE BORROWING RESOLUTION

Borrower:	**OMNICELL, INC.** **1101 East Meadow Drive** **Palo Alto, California 94303**	**Bank:**	**Silicon Valley Bank** **3003 Tasman Drive** **Santa Clara, CA 95054-1191**

I, the Secretary or Assistant Secretary of OMNICELL, Inc. ("Borrower"), CERTIFY that Borrower is a corporation existing under the laws of the State of Delaware.

I certify that at a meeting of Borrower's Directors (or by other authorized corporate action) duly held the following resolutions were adopted.

It is resolved that **any one** of the following officers of Borrower, whose name, title and signature is below:

NAMES	POSITIONS	ACTUAL SIGNATURES

may act for Borrower and:

Borrow Money. Borrow money from Silicon Valley Bank ("Bank").

Execute Loan Documents. Execute any loan documents Bank requires.

Grant Security. Grant Bank a security interest in any of Borrower's assets.

Negotiate Items. Negotiate or discount all drafts, trade acceptances, promissory notes, or other indebtedness in which Borrower has an interest and receive cash or otherwise use the proceeds.

Letters of Credit. Apply for letters of credit from Bank.

Foreign Exchange Contracts. Execute spot or forward foreign exchange contracts.

Issue Warrants. Issue warrants for Borrower's stock.

Further Acts. Designate other individuals to request advances, pay fees and costs and execute other documents or agreements (including documents or agreement that waive Borrowers right to a jury trial) they think necessary to effectuate these Resolutions.

Further resolved that all acts authorized by these Resolutions and performed before they were adopted are ratified. These Resolutions remain in effect and Bank may rely on them until Bank receives written notice of their revocation.

I certify that the persons listed above are Borrower's officers with the titles and signatures shown following their names and that these resolutions have not been modified are currently effective.

CERTIFIED TO AND ATTESTED BY:

X _____
*Secretary or Assistant Secretary

X _____

*NOTE: In case the Secretary or other certifying officer is designated by the foregoing resolutions as one of the signing officers, this resolution should also be signed by a second Officer or Director of Borrower.

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement is entered into as of December 31, 2002, by and between Omnicell, Inc. (the "Borrower") and Silicon Valley Bank ("Bank").

1. DESCRIPTION OF EXISTING INDEBTEDNESS: Among other indebtedness which may be owing by Borrower to Bank, Borrower is indebted to Bank pursuant to, among other documents, a Loan and Security Agreement, dated August 1, 2002, as may be amended from time to time, (the "Loan Agreement"). The Loan Agreement provided for, among other things, a Committed Revolving Line and a Corporate Line of Credit. Defined terms used but not otherwise defined herein shall have the same meanings as in the Loan Agreement.

Hereinafter, all indebtedness owing by Borrower to Bank shall be referred to as the "Indebtedness."

2. DESCRIPTION OF COLLATERAL: Repayment of the Indebtedness is secured by the Collateral as described in the Loan Agreement. Additionally, Borrower has agreed with Bank not to mortgage, pledge, hypothecate, or otherwise encumber any of its Intellectual Property, pursuant to a Negative Pledge Agreement dated August 1, 2002.

Hereinafter, the above-described security documents, together with all other documents securing repayment of the Indebtedness shall be referred to as the "Security Documents". Hereinafter, the Security Documents, together with all other documents evidencing or securing the Indebtedness shall be referred to as the "Existing Loan Documents".

3. DESCRIPTION OF CHANGE IN TERMS.

A. Modification(s) to Loan Agreement.

1. Section 2.1.5 of the Loan Agreement is hereby amended in its entirety to read as follows:

"2.1.5 Corporate Line of Credit.

(a) Bank will make corporate advances ("Corporate Advances") not exceeding the Committed Corporate Line. When repaid, the Corporate Advances may not be re-borrowed. Bank's obligation to lend hereunder shall terminate on the earlier of (i) the occurrence and continuance of an Event of Default, or (ii) the Corporate Line Maturity Date.

(b) Corporate Advances may only be used for capital expenditures, including but not limited to, acquisitions of Intellectual Property, stock repurchases or purchases of lease residuals.

(c) To obtain a Corporate Advance, Borrower must notify Bank by facsimile or telephone by 12:00 noon P.S.T. on the Business Day the Corporate

Advance is to be made (the "Funding Date"). Borrower must promptly confirm the notification by delivering to Bank the Payment/Advance Form attached as Exhibit B. Bank will credit Corporate Advances to Borrower's deposit account. Bank may make Corporate Advances under this Agreement based on instructions from a Responsible Officer or his or her designee or without instructions if the Corporate Advances are necessary to meet Obligations which have become due. Bank may rely on any telephone notice given by a person whom Bank believes is a Responsible Officer or designee. Borrower will indemnify Bank for any loss Bank suffers due to such reliance, other than losses arising out of Bank's gross negligence or willful misconduct.

(d) Borrower will make payments monthly in advance of principal plus accrued interest for each Corporate Advance (collectively, "Term Loan Payments"), on the first Business Day of the month following the Funding Date (or commencing on the Funding Date if the Funding Date is the first Business Day of the month) with respect to such Corporate Advance and continuing thereafter during the subsequent 35 months on the first Business Day of each calendar month (each a "Payment Date"). All unpaid principal and accrued interest is due and payable in full on the last Payment Date with respect to such Corporate Advance. Payments received after 12:00 noon Pacific time are considered received at the opening of business on the next Business Day. An Equipment Advance may only be prepaid in accordance with Subsections (g) and (h) below.

(e) Interest Rate. Borrower will pay interest on the Payment Dates in accordance with Section 2.3 below.

(f) Interim Payment. In addition to the Term Loan Payments, on the Funding Date for each Corporate Advance (unless the Funding Date is the first Business Day of the month) Borrower shall pay to Bank, the projected interest to accrue from the Funding Date to the first Payment Date.

(g) If the Corporate Advances are accelerated following the occurrence of an Event of Default or if Borrower has chosen the Term Fixed Option for Corporate Advances and prepays any portion of the Corporate Advances (provided that any prepayment shall be for whole Corporate Advances), then Borrower will immediately pay to Bank (i) all due but unpaid Term Loan Payments (including principal and interest), (ii) all Term Loan Payments (including principal and interest unpaid, at the default rate if the prepayment is due to acceleration) remaining for the term of the relevant Corporate Advance; and (iii) all other sums, if any, that shall have become due and payable with respect to the relevant Corporate Advance.

(h) If Borrower has chosen the Term Variable Option for Corporate Advances, then at any time, provided no Event of Default has occurred and is continuing, Borrower shall have the option to prepay any Corporate Advance (so

long as the relevant Corporate Advance is paid in full), provided Borrower (i) provides written notice to Bank of its election to prepay the relevant Corporate Advance at least ten (10) days prior to such prepayment, and (ii) pays, on the date of the prepayment (A) all outstanding principal under the relevant Corporate Advance; (B) all unpaid accrued interest to the date of the prepayment; and (C) all other sums, if any, that shall have become due and payable hereunder with respect to this Agreement."

2. Section 2.3 (a) and (b) of the Loan Agreement are hereby amended in their entirety to read as follows:

"(a) Interest Rate. (i) Advances accrue interest on the outstanding principal balance at a variable per annum rate of 1 percentage point (1%) above the Prime Rate; (ii) Corporate Advances accrue interest on the outstanding principal balance at Borrower's option at either: (y) a variable per annum rate of 1.50 percentage points (1.50%) above the Prime Rate (the "Term Variable Option") and (z) equal to 1.50 percentage points (1.50%) above the Prime Rate which rate shall be determined upon funding of the Corporate Advance and shall remain fixed for the term of the Corporate Advance (the "Term Fixed Option"). Borrower shall determine which of the above interest options will apply to all Corporate Advances on the Funding Date of the first Corporate Advance. The interest rates increase or decrease when the Prime Rate changes (except for interest rates that have been fixed pursuant to the Term Fixed Option). Interest is computed on a 360 day year for the actual number of days elapsed.

(b) Interest Rate Deduction. Provided no Event of Default has occurred and is continuing and provided further that Borrower maintains, at or through Bank in the Liquid Reserve Fund, Treasury Reserve Fund, demand deposit accounts or savings accounts, deposits in a minimum amount of at least 85% of Borrower's cash and cash equivalents, measured on a monthly basis (the "Balance Requirement"), each of the rates of interest set forth in paragraph (a) above will be reduced by 50 basis points (the "Interest Rate Reduction"). For variable rates of interest, Borrower's qualification for the Interest Rate Reduction will be measured as of the end of each month and if the Balance Requirement is achieved, the Interest Rate Reduction will apply to the month immediately following the date of determination. For fixed interest rates, Borrower's qualification for the Interest Rate Reduction will be measured on the Funding Date of the relevant Corporate Advance. If Borrower does not qualify during on such date, the Interest Rate Reduction will be unavailable for the remainder of the term of the subject Credit Extension. Furthermore, if Borrower qualifies for the Interest Rate Reduction on the Closing Date or on the Funding Date of the relevant Corporate Advance, but subsequently fails to maintain the Required Balance, the rate of interest will automatically revert to the relevant rate of interest set forth in paragraph (a) above and the Interest Rate Reduction will be unavailable for the remaining term of the subject Credit Extension."

3. Section 6.6 and 6.7 of the Loan Agreement are hereby amended in their entirety to read as follows:

"6.6 Financial Covenants.

Borrower will maintain:

(a) **Quick Ratio (Adjusted)**. A ratio of Quick Assets to Current Liabilities minus: (a) Deferred Maintenance Revenue and (b) Deferred Gross Profit of at least 1.50 to 1.00 as of the last day of every month; provided, however, that so long as the outstanding Obligations are less than $100,000, Borrower will maintain the applicable ratio as of the last day each fiscal quarter; provided, further, that if Borrower requests a Credit Extension that would cause the outstanding Obligations to exceed $100,000 during such fiscal quarter, then Borrower shall deliver to Bank, not less than three (3) Business Days prior to the date such Credit Extension is to be made, a report of Borrower's Quick Ratio (Adjusted) for each of the 3 months immediately preceding such request and monthly thereafter and Bank shall reserve the right to declare an Event of Default for any previous violations of the above covenant.

(b) **Tangible Net Worth**. A Tangible Net Worth of at least $9,000,000 as of the end of each month; provided, however, that so long as the outstanding Obligations do not exceed $100,000, the applicable Tangible Net Worth shall be measured as of the last day each fiscal quarter and the Tangible Net Worth requirement shall be $12,000,000; provided, further, that if Borrower requests a Credit Extension from Bank during such fiscal quarter, then Borrower shall deliver to Bank, not less than three (3) Business Days prior to the date such Credit Extension is to be made, a report of Borrower's Tangible Net Worth for each of the 3 months immediately preceding such request and monthly thereafter and Bank shall reserve the right to declare an Event of Default for any previous violations of the above covenant.

6.7 Deposit and Investment Accounts.

Borrower will maintain its primary depository and operating accounts with Bank. In addition, commencing no later than January 30, 2003 and at all times thereafter, Borrower will maintain no less than 50% of its cash and cash equivalents in deposit accounts at Bank or at investment accounts at SVB Securities, Inc."

4. The definitions of Borrowing Base, Committed Corporate Line, and Committed Revolving Line in Section 13.1 of the Loan Agreement are hereby amended in their entirety to read as follows:

"**'Borrowing Base'** is 65% of Eligible Accounts as determined by Bank from Borrower's most recent Borrowing Base Certificate; provided, however, that

Bank may change the percentage of the Borrowing Base after performing an audit of Borrower's Collateral.

'Committed Corporate Line' is an Advance of up to $2,500,000.

'**Committed Revolving Line**' is an Advance of up to $10,000,000."

5. The defined term "Term Loan" in Section 13.1 of the Loan Agreement is hereby deleted.

6. The following definitions are hereby added to Section 13.1 of the Loan Agreement in the appropriate alphabetical order:

"**'Funding Date'** is any date on which a Corporate Advance is made to or on account of Borrower.

'**Payment Date'** is defined in Section 2.1.5."

4. CONSISTENT CHANGES. The Existing Loan Documents are hereby amended wherever necessary to reflect the changes described above.

5. PAYMENT OF LOAN FEE. Borrower shall pay Lender a modification fee in the amount of $5,000 ("Loan Fee") plus all reasonable out-of-pocket expenses not to exceed $2,000.00.

6. NO DEFENSES OF BORROWER. Borrower agrees that, as of the date hereof, it has no defenses against the obligations to pay any amounts under the Indebtedness.

7. CONTINUING VALIDITY. Borrower understands and agrees that in modifying the existing Indebtedness, Bank is relying upon Borrower's representations, warranties, and agreements, as set forth in the Existing Loan Documents. Except as expressly modified pursuant to this Loan Modification Agreement, the terms of the Existing Loan Documents remain unchanged and in full force and effect. Bank's agreement to modifications to the existing Indebtedness pursuant to this Loan Modification Agreement in no way shall obligate Bank to make any future modifications to the Indebtedness. Nothing in this Loan Modification Agreement shall constitute a satisfaction of the Indebtedness. It is the intention of Bank and Borrower to retain as liable parties all makers and endorsers of Existing Loan Documents, unless the party is expressly released by Bank in writing. No maker, endorser, or guarantor will be released by virtue of this Loan Modification Agreement. The terms of this paragraph apply not only to this Loan Modification Agreement, but also to all subsequent loan modification agreements.

8. CONDITIONS. The effectiveness of this Loan Modification Agreement is conditioned upon payment of the Modification Fee.

This Loan Modification Agreement is executed as of the date first written above.

BORROWER:		**BANK:**	
OMNICELL, INC.		**SILICON VALLEY BANK**	
By:	/s/ Robert Newell	By:	/s/ Maria Fischer Peat
Name:	Robert Newell	Name:	Maria Fischer Peat
Title:	Chief Financial Officer	Title:	SVP

Exhibit 10.21

January 22, 2003

Dennis P. Wolf

Dear Dennis:

Welcome to Omnicell! We are pleased to offer you the Executive Vice President & CFO position reporting to me. Your monthly salary will be $23,333.34, which is an annual equivalent of $280,000. Upon acceptance of this offer, the Compensation Committee of the Board of Directors will award you options to purchase up to 390,000 shares of Omnicell Common Stock at a price equal to the fair market value of such shares on the date of grant. The shares will become exercisable over a 48-month period, with 12.5% vesting after six (6) months (a "six-(6) month cliff"), and a portion vesting monthly for 42 months thereafter. Also, you will be included in the change of control plan for executives. Details are outlined in the attached document.

As part of your compensation, you are eligible to receive a quarterly bonus of $15,000. Additionally, in the year 2003, you are eligible to receive quarterly options to purchase 10,000 shares of Omnicell Common Stock at a price equal to the fair market value of such shares on the date of grant. The shares become exercisable and vest immediately upon achievement of certain milestones. Your bonus (cash and stock) will be awarded upon achieving your quarterly milestones.

If your employment is terminated without cause you will receive severance pay equivalent to twelve- (12) months' salary at your base rate of pay in effect immediately prior to termination. "Cause" is defined as (1) conviction of any felony; (2) participation in fraud, misappropriation, embezzlement or other similar act of dishonesty or material misconduct against the Company (or its subsidiaries or affiliates); or (3) participation in any act materially contrary to the Company's best interests.

Your start date of employment will be mutually determined upon acceptance of this offer, but will be no later than February 18, 2003.

We have a competitive medical, dental and vision plans as well as term life, long term disability insurance policies and a 401(k) plan.

As a condition of employment and required by law, you must show proof of citizenship, permanent residency in the United States or authorization to work in the United States. To complete the federally-required verification form (I-9), we ask that you submit copies of this documentation with your new hire materials during your first week of

employment. Documents may include a US Passport, birth certificate, Social Security Card, driver's license or Alien Registration Receipt Card. In addition, we require that you sign our Proprietary Information Agreement, which is included with this offer letter.

If you have any questions, please give me a call at (650) 251-6120. Please note the above offer is good through January 31, 2003.

Again, we welcome you to Omnicell as we begin this exciting stage of our Company's development and look forward to working with you. We believe you will make a significant contribution to the Company and the opportunities available to you will be wide open as the company grows to its potential.

Sincerely,

/s/ RANDALL A. LIPPS
Randall A. Lipps
President and Chief Executive Officer

To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to Human Resources via confidential fax at ***(650) 251-6277*** *along with your completed and signed W-4 form. A duplicate is enclosed for your records. This letter, along with the Proprietary Information Agreement and the Policy Against Trading on the Basis of Inside Information between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements, whether written or oral. This letter may not be modified or amended except by a written agreement, signed by the Company and by you.*

/s/ DENNIS P. WOLF
Candidate Signature

24 January 2003
Date

3 February 2003
Anticipated Start Date

Exhibit 21.1

OMNICELL, INC.
LIST OF SUBSIDIARIES

Omnicell HealthCare Canada, Inc.	Canada
APRS, Inc.	Texas, United States

QuickLinks -- Click here to rapidly navigate through this document

EXHIBIT 23.1

CONSENT OF ERNST & YOUNG LLP, INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Registration Statements (Form S-8 Nos. 333-67828 and 333-82818) pertaining to the 1992 Equity Incentive Plan, 1995 Management Stock Option Plan, 1997 Employee Stock Purchase Plan and 1999 Equity Incentive Plan of Omnicell, Inc. of our report dated January 31, 2003, with respect to the consolidated financial statements and schedule of Omnicell, Inc. included in the Annual Report (Form 10-K) for the year ended December 31, 2002.

/s/ ERNST & YOUNG LLP

San Jose, California
March 27, 2003

Exhibit 99.1

CERTIFICATION

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350, as adopted) ("Section 906") Randall A. Lipps, Chief Executive Officer of Omnicell, Inc. (the "Company"), and Dennis P. Wolf, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Annual Report on Form 10-K for the period ended December 31, 2002, to which this Certification is attached as Exhibit 99.1 (the "Annual Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Annual Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities Exchange Commission or its staff upon request.

In Witness Whereof, the undersigned have set their hands hereto as of the 28th day of March, 2003.

/s/ Randall A. Lipps
Randall A. Lipps
Chief Executive Officer

/s/ Dennis P. Wolf
Dennis P. Wolf
Chief Financial Officer

This certification "accompanies" the Form 10-K to which it relates, is not deemed filed with the SEC and is not to be incorporated by reference into any filing of the Company 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-K), irrespective of any general incorporation language contained in such filing.