

## Master Purchase Agreement for Vocera Solutions Territory: New Zealand

**This Consolidated Master Purchase Agreement for Vocera Solutions** (this “Agreement” or “Master Purchase Agreement”) is made by and between Vocera Communications, Inc., a Stryker company, on behalf of itself and its corporate affiliate(s) (“Vocera”), and the end user identified below (“End User”). The facilities included within End User, if any, are specified in Attachment 1.

1. **Preamble.** Vocera offers, and End User wishes to procure, certain Voice and Messaging products, including hardware, software, and related services, on the terms stated herein.
2. **Term and Termination.** This Agreement is effective as of the effective date specified below and shall remain in effect until terminated in accordance with the termination provisions of Section 5 (Termination) of Attachment 2.
3. **Attachments.** This Agreement includes and incorporates the attachments indicated below and attached hereto:

<i>Attachment</i>	<i>Title</i>
1	End User Contact Information; End User Facilities
2	Supplemental Terms and Conditions
3	Badge Products Limited Warranty New Zealand
4	End User License Agreement New Zealand
5	Software Maintenance and Technical Support New Zealand

The parties have expressly requested and required that the Agreement and all other related policies and documents, listed at paragraph 3 herein and attached hereto, be drawn up in the English language. If a version of the Agreement and/or related policies and documents exists in a different language, the English language version shall prevail to the extent of any inconsistency.

Vocera may from time to time post revised versions of Attachments 2 through 5 which will bear updated version numbers and which will take effect (a) in accordance with the provisions stated therein or (b) if not stated therein, when posted. Any variations set forth in the attachments hereto will, however, continue in effect to the extent applicable, except that the latest version of the Third-Party Software requirements as defined in the End User License Agreement and posted at <https://www.stryker.com/us/en/acute-care/vocera/legal.html> will prevail to the extent of any inconsistency.

4. **Governing Law.** This Agreement is governed by the laws of **New Zealand**, excluding its principles of conflicts of laws. **The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.** This consent to jurisdiction and venue supersedes any contrary provisions in any attachments to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods, and any local implementing legislation shall not apply to this Agreement.

**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized representatives as of \_\_\_\_\_ (“Effective Date”).

Vocera Communications, Inc., a Delaware corporation	_____ (“End User”), a _____ corporation
By:	By:
Printed Name/Title:	Printed Name/Title:
Date:	Date:

**Attachment 1**  
**End User Contact Information; End User Facilities**

**1. Legal Notices and Other Communications.**

Legal notices to Vocera shall be made in accordance with the Supplemental Terms and Conditions attached to this Agreement. Legal notices and other communications to End User shall be directed as follows:

<b>End User:</b>	
<b>Address:</b>	
<b>Attention:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**2. Additional End User Facilities.**

The following End User facilities ("Facilities") are entitled to order Products and Services hereunder. End User may provide written notice to Vocera of any new facility that comes under the control of End User during the Term and such facility shall thereupon be deemed a Facility. Any previously designated Facility no longer under End User's control shall no longer be deemed a Facility and End User agrees to provide written notice of such event to Vocera.

<b>Legal Name</b>	<b>Doing Business As</b>	<b>Location</b>

**Attachment 2**  
**Supplemental Terms and Conditions for Vocera Solutions**  
**Territory: New Zealand**

1. **Definitions.** Capitalized terms used herein shall have the same meaning given them in this Section 1, unless otherwise defined herein. In these Supplemental Terms and Conditions, the following words and expressions have the following meanings:
- 1.1 **“Billing Period”** is the billing period that may be specified in a Quote for Subscription Term Products.
  - 1.2 **“Business Day”** refers to a day of the week other than Saturday, Sunday and any state or national holiday at either the Vocera headquarters or End User location.
  - 1.3 **“Confidential Information”** shall have the meaning set forth in Section 7 below (Confidential Information).
  - 1.4 **“End User”** means the original user identified on the cover page of this Agreement, including any Facilities designated in Attachment 1.
  - 1.5 **“EULA”** means an End User License Agreement applicable to the Software Products and attached to this Master Purchase Agreement as Attachment 4.
  - 1.6 **“Hardware”** means the Vocera wireless communications badge and related accessories purchased as part of a Vocera Communications System.
  - 1.7 **“Hardware Warranty”** means the Badge Products Limited Warranty for Hardware purchased as part of a Vocera Communications Software system, and if applicable to End User, attached to this Agreement as Attachment 3.
  - 1.8 **“Intellectual Property Rights”** means all legally cognizable rights with regard to patent laws, copyright laws, trademark laws, trade secret laws, and similar laws with respect to intellectual property throughout the world.
  - 1.9 **“License Key”** means the coded token or username and password or other form of access control issued by Vocera which enables End User to use the Software.
  - 1.10 **“License Type”** means the identification of whether the license for a Software Product is for a Perpetual Term or Subscription Term as specified in the Quote.
  - 1.11 **“Perpetual Term”** means the duration of a Software license that continues in perpetuity, subject to the termination provisions of the EULA.
  - 1.12 **“Price”** means the price of a Product or Service as set forth in the applicable Quote.
  - 1.13 **“Product”** means one of the Vocera Hardware and/or Software products referred to in a Quote.
  - 1.14 **“Product Documentation”** means the specific materials listed under “Documentation” at <https://voceradocs.stryker.com/>.
  - 1.15 **“Purchase Order”** means End User’s purchase order for Products specified in a Quote issued by Vocera or an authorized Vocera reseller.
  - 1.16 **“Quote”** means the Vocera written quotation or price list specifying the Product sold, Software licensed (including total number of authorized users), or Services to be provided by Vocera to End User hereunder.
  - 1.17 **“Service”** means a service offered by Vocera, including, but not limited to, professional services, education, and technical support (described in the applicable Software Maintenance and Technical Support policy defined below).
  - 1.18 **“Software”** means the Vocera Communications Software, Vocera Secure Messaging Software and/or Vocera Care Transition Software identified in End User’s Purchase Orders submitted to Vocera under this Agreement.
  - 1.19 **“Software Maintenance and Technical Support”** means the applicable Vocera Software Maintenance and Technical Support policy which is posted at <https://www.stryker.com/us/en/acute-care/vocera/legal/voice-messaging-products-legal-documents.html> and attached to this Agreement.

**1.20 “Subscription Term”** means the finite time period during which the use of a Software Product is licensed as specified in the Quote.

**1.21 “USD”** means United States Dollars.

**1.22 “Vocera Care Transition Software”** means the Vocera Care Transition software products licensed by Vocera pursuant to a EULA, in object code form only, for use with a Vocera Care Transition system.

**1.23 “Vocera Communications Software”** means the software licensed by Vocera pursuant to a EULA, in object code form only, for use with a Vocera Communications system.

**1.24 “Vocera Secure Messaging Software”** means the software licensed by Vocera pursuant to a EULA, in object code form only, for use with a Vocera Secure Messaging system.

## **2. Ordering.**

**2.1 Firm Purchase Orders.** All Purchase Orders are firm and non-cancelable upon issuance by End User. End User may not cancel any Purchase Order or portion thereof after issuance unless Vocera has failed timely to notify End User of acceptance in accordance with Section 3.2 below.

**2.2 Purchase Order Acceptance.** No Purchase Order or change in Purchase Order shall be binding upon Vocera unless and until accepted by Vocera by written notice to End User or until Vocera ships all of the Products specified on the Purchase Order. Vocera will notify End User within five Business Days of Vocera’s receipt of a Purchase Order or requested change in a Purchase Order of: (a) Vocera’s acceptance or rejection thereof; and (b) the date estimated by Vocera for shipment of the Products ordered. Any Purchase Order not affirmatively accepted or rejected by Vocera as set forth above will be deemed rejected.

**2.3 Arrears in Payment.** Notwithstanding written acceptance of a Purchase Order for Products or Services, Vocera shall not be obligated to ship Products or perform Services where (a) End User is in arrears thirty (30) days or more on payments owing to Vocera, or (b) the amount of the Purchase Order plus outstanding payments owing to Vocera by End User exceeds the credit limit established by Vocera for End User or (c) where End User is otherwise in material breach of the Agreement.

## **3. Shipment and Acceptance of Hardware Products.**

**3.1 Shipping.** Anticipated shipment dates for Hardware Products shall be as specified in Vocera’s written acceptance of the Purchase Order. Vocera will package and ship the Hardware Products, EX WORKS Vocera’s point-of-origin (in accordance with Incoterms 2020). The Hardware Products will be shipped to the location specified on the Purchase Order, by a mode of shipment selected by Vocera and agreed upon by End User. In the absence of specific shipping and routing instructions, Vocera reserves the right to make selections of common carrier and method of shipment. Vocera shall endeavor to obtain commercially reasonable rates from its shipping vendors for shipments hereunder. Title to the Hardware (except title to Software incorporated therein), and risk of loss or damage will pass to End User upon delivery of the Hardware Products by Vocera to a common carrier. Vocera reserves the right to make partial shipments by line item to End User and invoice End User for such partial shipments. If the shipment of a Hardware Product is delayed by more than ten (10) Business Days from the anticipated shipment date provided by Vocera, to the extent permitted by law, End User’s sole and exclusive remedy for such late shipment is the right to cancel the order on two Business Days’ notice to Vocera.

**3.2 Acceptance.** Within fifteen (15) days following shipment of any Hardware Product by Vocera, End User may notify Vocera that the Hardware Product is “dead on arrival” or fails to conform to the Product Documentation on first use (“Out-of-Box Failure”). Vocera will have ten (10) days to respond or issue a Return Material Authorization (RMA) number in accordance with the Hardware Warranty. Vocera will ship a new replacement Hardware Product upon receipt of the affected Product, which is to be returned to Vocera, freight collect. To the extent permitted by law, the foregoing is End User’s sole and exclusive remedy for an Out-of-Box Failure. If no Out-of-Box Failure of a Hardware Product is reported as above, such Hardware Product shall be deemed irrevocably accepted at the end of the stated period, any subsequent problems shall be addressed through Vocera’s Hardware Warranty program.

## **4. Prices and Payment.**

**4.1 Prices and Taxes.** The Prices do not include shipping charges, insurance, or sales, use, excise, withholding or other taxes, tariffs and duties for which End User is legally responsible. Consequently, End User shall pay, or reimburse Vocera for, the gross amount of all shipping charges and any present or future sales, use, excise, import or export, value-added, withholding or other taxes, tariffs and duties applicable to the sale or furnishing of any Products

or Services. In lieu of a specific tax, End User may provide Vocera with a tax exemption certificate acceptable to the applicable taxing authority.

**4.2 License Type and Fees for Software Products.** Vocera Software may be licensed either for a Subscription Term or a Perpetual Term, as further specified on the Quote. Vocera will issue the initial invoice for the Prices for the Products on the date of issuance of the applicable License Key. Vocera will issue such License Key to the End User email address designated on the Quote or such other email address provided to Vocera in writing. End User agrees issuance of such License Key to such End User email address shall constitute delivery of the Software which shall be deemed accepted upon such delivery.

(a) For Subscription Term Software. If End User's Quote specifies a Subscription Term or otherwise identifies a Billing Period that is a fixed period of time, then such Software shall be considered licensed for a fixed Subscription Term. At the conclusion of each new or renewal Subscription Term, the Subscription Term will automatically be extended for three (3) month terms unless, prior to the end of each such term, either (i) Vocera issues a Quote for an extended Subscription Term and End User issues and Vocera accepts a corresponding Purchase Order or (ii) either party provides written notice of non-renewal to the other party. Where the Subscription Term is extended, but no new Quote applies, the pricing set forth in the original Quote will continue to apply.

(b) For Perpetual Term Software. Unless End User's Quote specifies a Subscription Term (as described in Section 4.2(a) above), End User's license shall be for a Perpetual Term.

(c) For Pilot Software Licenses. From time to time, Vocera may also issue a pilot license for certain Software on a trial basis, in which case the term shall be limited to the term specified by Vocera in writing.

**4.3 Payment.** Payment shall be due net thirty (30) days from the date of invoice (subject to credit verification), which shall be on or subsequent to the (i) date of shipment of Hardware Products, (ii) the date of issuance of the applicable License Key for Software Products and Software Maintenance and Technical Support, (iii) the date the Quote for Subscription Term Software is accepted and thereafter each subsequent annual date as specified in the Quote, or (iv) the anniversary date for renewal Subscription Terms. End User agrees to pay interest on overdue amounts at an interest rate of twelve percent (12%) per year, compounded monthly or, if less, such rate as is allowed by law. Each delivery and partial shipment of Products will be considered a separate and independent transaction for which End User is required to make payment. End User shall not make deductions in anticipation of credit allowances. Vocera reserves the right to periodically request financial statements and reference information from End User for the purpose of establishing and maintaining open credit account terms. Vocera reserves the right to change payment terms (including without limitation requiring End User to secure payment through an irrevocable letter of credit) if at any time, in Vocera's sole discretion, End User's financial condition or payment record so warrants.

## **5. Termination.**

**5.1 Termination by Vocera for Cause.** Vocera may, at its option, terminate this Agreement and corresponding Software licenses, disable the Software, and accelerate the amounts due to Vocera if: (a) End User fails to pay Vocera any monies due and payable to Vocera within fifteen (15) days after written notice of non-payment from Vocera; (b) End User fails to cure any material breach of its obligations under this Agreement within thirty (30) days after Vocera provides written notice setting forth the alleged default; or (c) End User breaches any term of any other agreement between End User and Vocera and does not cure the breach within applicable cure periods, if any.

**5.2 Termination by End User for Cause.** If End User claims that Vocera has materially defaulted in the performance of the duties and obligations of Vocera as expressly set forth herein, End User shall provide written notice specifically setting forth the alleged default(s) and Vocera shall have thirty (30) days within which to cure such default. End User's sole and exclusive remedy, for any breach of this Agreement by Vocera, shall be to terminate this Agreement, including any current Software licenses.

### **5.3 Termination for Convenience.**

(a) Either party may terminate this Agreement for convenience at any time upon thirty (30) days' prior written notice to the other party so long as no Subscription Term remains in effect at the time of termination. A termination for convenience shall have no impact on Purchase Orders provided by End User before the effective date of such termination.

- (b) End User shall have the option to terminate any applicable Subscription Term related to Voice, Messaging or Engage (including any Purchase Order for such Products) at any time by providing ninety (90) days prior written notice to Vocera. In the event of any such termination, End User will receive a pro-rated refund for any unused portion of Subscription Fees.

**5.4 Effect of Termination.** Upon termination of this Agreement for any reason (a) End User shall immediately discontinue all use of the corresponding Software Products, (b) the provisions of this Agreement pertaining to the confidentiality, non-use and nondisclosure of Confidential Information (as defined below) in Section 7 and Sections 8, 9 and 10 shall survive, and (c) within ten (10) days of termination, End User shall return to Vocera all copies of the corresponding Software (including updates and enhancements) and Product Documentation or other related materials, or certify to the destruction thereof.

**6. Product Changes.** Vocera shall have the right, in its absolute discretion, without liability to End User, to update to provide new functionality or otherwise change the design of any Product or to discontinue the manufacture or sale of any Product. Vocera shall notify End User at least 90 days prior to the delivery of any Product which incorporates a change that adversely affects form, fit or function ("Material Change"). Vocera shall also notify End User at least 90 days prior to the discontinuance of manufacture of any Product. Notification will be made as soon as reasonably practical for changes associated with regulatory or health and safety issues.

**7. Confidential Information.**

**7.1 Definition.** "Confidential Information" of one party (the "Disclosing Party") means any and all technical, financial, and business information of the Disclosing Party or of a third party to whom the Disclosing Party has an obligation of confidentiality, whether disclosed to the other party (the "Receiving Party") before or after the Effective Date and whether disclosed in writing, orally, or by electronic delivery, including without limitation any information relating to the Disclosing Party's or such third party's techniques, algorithms, know-how, current, future and proposed products and services, suppliers, research, engineering, designs, financial information, procurement requirements, purchasing, manufacturing, customer and End User lists, business forecasts, sales and merchandising, and marketing plans. Notwithstanding the foregoing, Confidential Information includes only that information that: (i) if delivered in writing or electronically, is designated conspicuously as "Confidential" or the like; (ii) if delivered otherwise, is identified as confidential at the time of first disclosure and is summarized in a writing sent by the Disclosing Party to the Receiving Party within thirty (30) Business Days of any such disclosure; and (iii) the Receiving Party knows or should know is of a confidential or proprietary nature based on the circumstances of disclosure and/or the nature of the information disclosed.

**7.2 Obligations.** The Receiving Party will maintain in confidence all Confidential Information of the Disclosing Party and will not use such Confidential Information except as expressly permitted herein. The Receiving Party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but not less than the measures it uses for its confidential information of similar importance. The Receiving Party will limit the disclosure of Confidential Information of the Disclosing Party to those of its and its corporate affiliates' employees, agents, attorneys and contractors ("Representatives") with a bona fide need to access such Confidential Information for the Receiving Party's exercise of its rights and obligations under the Agreement; provided that all such Representatives are subject to binding use and disclosure restrictions at least as protective as those set forth herein. The Receiving Party and its Representatives may use the Confidential Information for purposes of performing the Receiving Party's obligations or exercising its rights under the Agreement. The Receiving Party hereby guarantees the performance of the provisions hereof by each person obtaining Confidential Information directly or indirectly from such Receiving Party. The Receiving Party will promptly give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information of which the Receiving Party becomes aware and will assist the Disclosing Party in remedying such unauthorized use or disclosure. The Receiving Party will not reverse engineer, disassemble, or decompile any Products, samples, prototypes, or other tangible objects provided by the Disclosing Party hereunder except with the express written authorization of the Disclosing Party or to the extent such activity is expressly permitted by law. The obligations set forth in this paragraph shall survive for a period of three years after the longer of expiration or termination of the Agreement, if applicable, or the Quote Expiration Date.

**7.3 Exclusions.** The foregoing obligations on use and disclosure will not apply to any specific Confidential Information that (i) is or becomes generally known to the public through no act or omission of the Receiving Party; (ii) the Receiving Party can demonstrate by written evidence was rightfully in the Receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (iii) the Receiving Party can demonstrate by written evidence was

independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure. Notwithstanding the obligations on use and disclosure set forth above, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law, regulation, or court order, provided, however, that the Receiving Party notifies the Disclosing Party promptly after becoming aware of its obligation to make such disclosure (unless such notice is prohibited by applicable law) and permits the Disclosing Party to seek a protective order or otherwise to challenge or limit such required disclosure.

**7.4 Protected Health Information.** This Section applies only to End Users regulated under applicable laws regarding individually identifiable health information ("Protected Health Information" or "PHI") Vocera acknowledges that such End Users may be subject to various local, state and federal laws regarding the confidentiality and security of PHI. If in the course of performing its obligations under this Agreement, Vocera obtains or has access to PHI, Vocera agrees that any PHI received by it shall be held strictly confidential, and shall not be used by Vocera or disclosed by Vocera except as specifically provided in a separate writing or as permitted by law applying to Vocera. The Vocera Products are communication tools only and not a substitute for professional healthcare. Vocera is not a provider of healthcare services. End User and its employees and agents remain solely responsible for timely, accurate and complete communications related to healthcare and are solely responsible for the timeliness and quality of healthcare and services provided by End User and its agents.

**7.5 Return of Information.** Upon the expiration or termination of the Agreement, if applicable, or the Quote Expiration Date, the Receiving Party shall, upon request from the Disclosing Party: (i) return to the Disclosing Party all documents, samples, tapes, magnetic disks, CDs, and other tangible items containing or representing the Disclosing Party's Confidential Information and all copies thereof (other than Products and Product Documentation already paid for by End User) in whatever form; (ii) erase or destroy all of Disclosing Party's Confidential Information contained in computer memory or data storage apparatus, except that the Receiving Party may retain a copy of the Confidential Information for archival or recordkeeping purposes or pursuant to Receiving Party's standard back-up procedures; and (iii) certify to the Disclosing Party in writing signed by a duly-authorized officer of the Receiving Party that the Receiving Party has complied with the terms of this Section.

## **8. Defense of Certain Claims.**

**8.1 Defense.** Vocera will, at its own expense, defend End User from or settle any third party claim, suit or proceeding brought against End User to the extent it is based upon a claim that any Product used as contemplated by the Product Documentation: (i) infringes in the applicable Territory defined in this Agreement upon any patent, trademark or any copyright or (ii) misappropriates any trade secrets of any third party alleged to be valid in the Territory ("IP Right"). Vocera will indemnify and hold End User harmless from all amounts (i) awarded by a court of competent jurisdiction in such matter (including damages, costs and fees) but only to the extent attributable to an allegation that End User's use of the Product, authorized hereunder, infringes an IP Right or (ii) agreed in a settlement to which Vocera has assented in writing. The foregoing is contingent on End User providing Vocera prompt written notice of any such claim or action and giving Vocera full information and assistance in connection with defending and/or settling such claim, at Vocera's sole expense. Vocera shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. If a Product is, or in Vocera's opinion might be, held to infringe or misappropriate as set forth above, Vocera may, in addition to its aforementioned obligations and at its sole option and expense, replace or modify such Product so as to avoid infringement or misappropriation, or procure the right for End User to continue the use of such Product. If neither of such alternatives is, in Vocera's opinion, commercially reasonable, at Vocera's request, such Product shall be returned to Vocera and Vocera's sole and exclusive liability, in addition to its obligation to reimburse awarded damages, costs and expenses as set forth above, shall be to refund the amounts paid for such Product by End User, amortized over a useful life of five (5) years. If the "Territory" is not otherwise defined in an agreement between the parties, "Territory" shall mean New Zealand.

**8.2 Limitations.** The foregoing obligations of Vocera will not apply to any claim arising out of: (i) the alteration of a Product by End User or a third party, (ii) the combination of a Product with goods or services not provided by Vocera where such infringement arises from the combination and where the Product could have been used, in the manner contemplated by its applicable Product Documentation, in a manner not giving rise to such infringement, or (iii) the failure to use the latest version of any software contained in any Product, in each case to the extent that infringement or misappropriation otherwise would have been avoided.

**8.3 ENTIRE LIABILITY.** TO THE FULL EXTENT PERMITTED BY LAW, VOCERA'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS PROVISION SHALL BE A SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO INTELLECTUAL PROPERTY RIGHTS, THE ALLEGED INFRINGEMENT OR MISAPPROPRIATION THEREOF AND ANY IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF NON-INFRINGEMENT.

**9. Damages Exclusions and Limitations.**

WITHOUT PREJUDICE TO ANY OF THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, TO THE FULL EXTENT PERMITTED BY LAW, VOCERA'S LICENSORS (AS DEFINED IN THE APPLICABLE EULA) DISCLAIM ALL LIABILITY TO END USER FOR DAMAGES OF ANY KIND AND VOCERA WILL NOT BE LIABLE FOR:

- (A) LOST PROFITS, LOST REVENUE, LOST INTEREST, LOST GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OF OR INTERRUPTION TO BUSINESS;
- (B) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES;
- (C) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO TRANSACTIONS UNDER THIS AGREEMENT (I) HOWEVER CAUSED OR ALLEGED TO BE CAUSED, (II) EVEN IF VOCERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (III) WHETHER GROUNDED IN WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, CIVIL LIABILITY, STATUTE OR OTHER CAUSE OF ACTION OR CLAIM UNDER OR IN CONNECTION HERewith OR THE SUBJECT MATTER HEREOF, AND (IV) REGARDLESS OF WHETHER MADE IN THE FORM OF AN ALLEGATION, DEMAND, SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND (COLLECTIVELY, "CLAIM"); OR
- (D) ANY AMOUNT EXCEEDING THE "LIABILITY LIMIT" (AS DEFINED BELOW).

THE "LIABILITY LIMIT" IS THE AMOUNT ACTUALLY PAID BY END USER FOR THE SPECIFIC PRODUCT UNITS, SOFTWARE, OR SERVICES SUBJECT TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM FOR (I) SOFTWARE WHERE THE CLAIM PRIMARILY RELATES TO SOFTWARE, INCLUDING BUT NOT LIMITED TO SOFTWARE LICENSED TO VOCERA BY THIRD PARTIES, OR TO VOCERA'S EULA; (II) HARDWARE PRODUCTS WHERE THE CLAIM RELATES PRIMARILY TO HARDWARE PRODUCTS OR TO THE HARDWARE WARRANTY; (III) SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO VOCERA'S SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT; (IV) SERVICES OTHER THAN SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO SUCH SERVICES, AND/OR AN STATEMENT OF WORK PURSUANT THERETO; AND, WHERE CLAUSES (I) THROUGH (IV) ARE NOT APPLICABLE, (V) PRODUCTS AND/OR SERVICES AS APPLICABLE.

IF ANY PART OF THIS SECTION 9 IS FOUND TO BE UNENFORCEABLE BY ANY COURT OR COMPETENT AUTHORITY OR WOULD BE FOUND TO BE UNENFORCEABLE IF IT WERE INTERPRETED OR CONSTRUED IN A PARTICULAR WAY, THEN, THE RELEVANT WORDING SHOULD BE INTERPRETED OR CONSTRUED SO AS TO AVOID SUCH A FINDING AND THAT, IN THE EVENT OF SUCH A FINDING, THE REMAINDER OF THE PROVISION IN QUESTION SHALL BE INTERPRETED OR CONSTRUED TO GIVE IT FULL EFFECT.

**10. General.**

**10.1 Notices.** Any notice required to be given hereunder shall be in writing and shall be given by email (confirmed by regular mail), personal delivery (including by professional courier), or mailing (by first class prepaid mail, return receipt requested). Notices to Vocera shall be sent as follows:

Notices to Vocera Accounts Receivable:	
Address:	Vocera Communications, Inc. Attention: Accounts Receivable 5900 Optical Ct San Jose, CA 95138
Telephone:	408-882-5100
E-mail:	<a href="mailto:crfcar_billing_vcr@stryker.com">crfcar_billing_vcr@stryker.com</a>



<b>Other Notices to Vocera:</b>	
Address:	Vocera Communications, Inc. Attention: Law Department 5900 Optical Ct San Jose, CA 95138
Telephone:	408-882-5990
E-mail:	<a href="mailto:vclegal@stryker.com">vclegal@stryker.com</a>
<b>Payments (unless otherwise agreed in writing) should be made by one of the following methods:</b>	
<b>Domestic Wire Transfer</b>	
Account Currency:	AUD
Account Number:	19465010
Account Name:	Vocera Communications, Inc.
BSB (Bank-State-Branch):	232001
Swift Code:	BOFAAUSX
Bank Name and Address:	Bank of America N.A., Australian Branch Level 34, Governor Phillip Tower 1 Farrer Place Sydney, NSW 2000 Australia
By Order Of:	<i>Reference invoice number(s) or PO number(s)</i>
<b>International Wire Transfer</b>	
Pay To:	US BANK N.A. 800 Nicollet Mall BC-MN-N201 Minneapolis, MN 55402
Swift Code:	USBKUS44IMT
For Credit Of:	Vocera Communications, Inc.
Final Credit Account #:	153497052594
By Order Of:	<i>Reference invoice number(s) or PO number(s)</i>

Notices to End User shall be sent to any address specified in Attachment 1 of this Agreement. In the case of personal delivery, notice shall be deemed to have been given upon actual receipt. In the case of email or facsimile, notice shall be deemed to have been given upon the date the transmitting machine confirms such transmission. In the case of mailing, such notice shall be deemed to have been given seven Business Days after such mailing. The foregoing shall not be construed as limiting Vocera's right to give notice by posting updated information on Vocera's website to the extent otherwise provided herein.

**10.2 Relationship of Parties.** Nothing in the Agreement or any other document or agreement between the parties shall constitute or be deemed to constitute a partnership between the parties. The relationship between the parties shall be that of seller and buyer, respectively. End User, its officers, agents and employees, shall under no circumstances be considered the officers, agents, employees or representatives of Vocera. Neither party shall have the right to enter into any contracts or binding commitments in the name of or on behalf of the other party in any respect whatsoever.

**10.3 Assignment.** The Agreement is personal to the parties, and neither party may assign or otherwise transfer any of its rights or obligations hereunder, whether voluntarily or otherwise, without the prior written consent of the other; provided, however, that either party may assign in connection with an acquisition of all or substantially all of the assets or equity of such party by a third party. Any other attempted assignment or transfer without such consent shall be null and void. Subject to the foregoing, the Agreement will inure to the benefit of and be binding upon the permitted successors and assigns of the parties.

**10.4 No Other Agreements.** All previous agreements and arrangements (if any) made by Vocera and End User and relating to the subject matter hereof are hereby superseded. This Agreement, including all attachments and incorporated policies, embodies the entire understanding of the parties with respect thereto. This Agreement may only be amended by a writing signed by the parties. The foregoing does not limit Vocera's rights to provide, establish, post, publish, or amend Product Documentation, materials, and policies subject to the express limitations in this Agreement.

**10.5 Waiver.** No waiver or amendment of any provision hereof shall be valid unless in writing. Any waiver shall only be applicable to the specific incident and occurrence waived. The failure by Vocera to insist upon strict performance, or to exercise any rights hereunder, shall not act as a waiver.

**10.6 Force Majeure.** Neither party shall be liable for any failure to perform any of its obligations hereunder (other than the payment of money) which results from an act of God, the elements, fire, flood, component shortages, terrorism, riot, insurrection, industrial dispute, accident, war, embargoes, restrictions imposed by statute, governmental regulation or the order of a court of competent jurisdiction, or any other cause beyond the reasonable control of the party.

**10.7 Interpretation.** Headings in any portion of this Agreement are for convenience only and will not in any way define or affect the meaning, construction, or scope of the provisions hereof. If any provision of this Agreement is deemed to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity of the remaining provisions.

**10.8 Injunctive Relief.** Each party acknowledges that the disclosure of Confidential Information to the other party creates a relationship in which each is placing confidence and trust in the other, and that the unauthorized disclosure or use of such information would cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, each party agrees that, notwithstanding anything in the Agreement to the contrary, a party may seek to enforce its rights with respect to the protection of such party's Confidential Information or Intellectual Property Rights hereunder, or the licensing of software, through equitable relief in a court of competent jurisdiction, including but not limited to an immediate injunction, and each party hereby waives any argument that the other has an adequate remedy at law.

**10.9 Attorneys' Fees.** In any litigation, arbitration or court proceeding between the parties with respect to the Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, attorneys' fees and all costs of proceedings incurred in enforcing the Agreement.

**10.10 Compliance with Law.** Each party shall carry out its activities under the Agreement in full compliance with all applicable laws, including, without limitation, the U.S. Export Administration Act of 1979, as amended, the Export Administration Regulations thereunder, and the export laws and regulations of other jurisdictions as applicable. The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to the Agreement.

**10.11 Counterparts.** If an Agreement is executed in counterparts, the counterparts when executed and delivered, shall each be deemed an original and taken together shall constitute one and the same instrument.

**10.12 Language.** The parties have expressly requested and required that these Supplemental Terms and Conditions and all other related policies and documents be drawn up in the English language. If a version of these Supplemental Terms and Conditions exists in a different language, the English language version shall prevail to the extent of any inconsistency.

**10.13 Conflict.** The terms of this Agreement shall prevail in the event of a conflict with any otherwise applicable law for the protection of proprietary rights. Any different or additional term preprinted on any End User Purchase Order or similar document are hereby rejected, notwithstanding any term set forth therein to the contrary.

**10.14 Insurance.** Vocera shall carry at its own expense at least the following insurance coverage: Worldwide General Liability (including Products/Completed Operations): USD \$2,000,000 General Aggregate Limit, \$1,000,000 Each Occurrence Limit; Domestic Automobile Liability: USD \$1,000,000 Bodily Injury and Property Damage Combined Single Limit for Hired & Non-Owned Auto Liability; Worldwide Umbrella Liability: USD \$8,000,000 Excess Coverage Other Aggregate Limit, USD \$8,000,000 Umbrella Coverage Aggregate Limit, USD \$8,000,000 Products/Completed Operations Aggregate Limit, USD \$8,000,000 Advertising and Personal Injury Aggregate Limit, USD \$8,000,000 Each Occurrence Limit; Professional Liability: USD \$3,000,000 Aggregate; Employers' liability and compensation insurance: As required by law. Upon request, from time to time, certificates of such coverage shall be submitted to the End User.

**10.15 Debarment.** Vocera represents that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs. Vocera shall notify End User immediately, in writing, of any change in this

representation during the term of this Agreement. Such change in circumstances shall constitute cause by the End User to immediately terminate this Agreement. For purposes of this paragraph, Vocera is defined as the entity entering into this contract, and/or its principals, employees, directors and officers.

**10.16 Personal Inducements.** Vocera represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of Vocera to End User and/or the employees, officers, or directors of End User or its member hospitals, or, to any other person, party or entity affiliated with End User or its member hospitals, as an inducement to purchase or to influence the purchase of products or services by End User from Vocera.

**10.17 Conflicts of Interest.** Except as may be disclosed in writing by Vocera, Vocera represents that no employee, director or officer of End User or any member hospital of End User is a partner, member or shareholder of, or, has a direct ownership interest in Vocera. For purposes of this Section, the term “direct ownership interest” shall include, but not be limited to, the following transactions or relationships between an employee, director or officer of End User or any member hospital of End User and Vocera: (a) consulting fees, honoraria, gifts or other emoluments, or “in kind” compensation; (b) equity interests, including stock options, of any amount (or entitlement to the same); (c) royalty income (or other income) or the right to receive future royalties (or other income); (d) any non-royalty payments or entitlements to payments; or (e) service as an officer, director, or in any other role, whether or not remuneration is received for such service. A breach of any representation under this Section shall be grounds for immediate termination of this Agreement.

**Attachment 3**  
**Badge Products Limited Warranty (“Limited Warranty”)**  
**Territory: New Zealand**

**1. Standard Warranty.**

**a. Standard Warranty.** Vocera warrants that the wireless communication badges, smartbadges, minibadges, sync badges, telephones, batteries and battery chargers sold by Vocera (“Devices”) conform substantially to the specific applicable materials listed under “Documentation” at <https://vocera.stryker.com> and are free from defects in materials and workmanship for one year from shipment to the original end user who purchases the Devices (“End User”). Vocera further warrants that clips, lanyards and other such accessories sold by Vocera for use with the Devices (“Accessories” and, together with Devices, “Hardware”) are free from defects in materials and workmanship for three (3) months from shipment to the End User. This Limited Warranty applies only to the End User. The End User must provide written notice to Vocera that any Hardware is not as warranted no later than ten (10) business days following expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, at its option and to the extent permitted by law, Vocera will at no charge either: (1) repair or replace the Hardware with functionally equivalent new, previously opened, or refurbished parts and replacements or (2) refund the net price paid to Vocera for the original Hardware. The repaired or replacement Hardware is warranted for the remaining warranty term of the original Hardware. The obligations hereunder are conditioned upon the End User obtaining a Return Material Authorization (RMA) and returning the defective Hardware in accordance with Section 4 (Return Material Authorization) below. The replacement Hardware becomes the property of the End User and the Hardware replaced becomes the property of Vocera.

**b. Optional Extensions of Standard Warranty.** End User may purchase optional warranty extensions for the Standard Warranty for Devices as offered by Vocera from time to time, but only if End User purchases such warranty extension at the same time as End User purchases the Device. Upon such purchase, End User’s Standard Warranty as set forth in Section 1(a) above shall extend for the applicable time increment beyond the initial one year warranty term for such Devices as described in the Standard Warranty above.

**c. Standard Warranty Exclusions.** To the full extent permitted by law, and subject always to the Disclaimer section below, the Standard Warranty does not apply and is void with respect to: (a) cosmetic damage, (b) product that has been improperly installed or maintained, (c) costs of any installation or deinstallation, (d) Hardware not manufactured or supplied by Vocera, (e) failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, use of chemicals outside of Vocera’s equipment cleaning guidelines, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by the End User network (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) Hardware from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) Hardware operated outside published environmental parameters, (l) performance of Hardware in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with Vocera Devices), (m) any Hardware which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (n) engraving; (o) Accessories and materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of Vocera.

**2. Disclaimer.**

**a. SUBJECT TO THE REQUIREMENTS IMPOSED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, AS APPLICABLE, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS LIMITED WARRANTY IS PROVIDED ON THE BASIS THAT THE END USER IS PURCHASING THE HARDWARE FOR THE PURPOSES OF A BUSINESS, AND NOT FOR HOUSEHOLD OR CONSUMER USE. VOCERA’S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER. IF ANY STATUTORY PROTECTION IMPOSED BY LAW IN RELATION TO THE SALE OR SUPPLY OF GOODS WHICH CANNOT**

**LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT IS BREACHED THEN, TO THE EXTENT PERMITTED BY LAW, END USER'S REMEDY IN RESPECT OF SUCH CONDITION OR WARRANTY IS LIMITED, AT VOCERA'S OPTION, TO THE SOLE AND EXCLUSIVE REMEDY STATED IN THE APPLICABLE WARRANTY CLAUSE ABOVE.**

**3. Return Material Authorization (RMA).**

a. End Users supported by a Reseller should contact the Reseller directly for instructions on how to obtain a Return Material Authorization (RMA).

b. End Users supported directly by Vocera should request a Return Material Authorization (RMA) number by logging into the Technical Support Portal at <https://vocera.stryker.com/s/> and opening an RMA case. Alternatively, End Users may open a RMA case by calling Technical Support using the contact information posted at <https://www.stryker.com/us/en/acute-care/vocera/support.html>. Upon authorization of the return, the End User will be provided with an RMA number which will be valid for thirty (30) days from the date of issuance. Full instructions, including diagnostic criteria and information regarding eligible warranty returns, are available on the Vocera Technical Support Portal. Assistance in using the Vocera Technical Support Portal may be obtained by sending an email to [VCsupport@stryker.com](mailto:VCsupport@stryker.com).

c. Once an RMA number is issued, please properly package the equipment being returned and label the outside of the package with the assigned RMA number. End User will be provided with a shipping address when an RMA is authorized. End User is responsible for shipping charges (including shipping insurance) to return products to Vocera. Vocera is responsible for shipping charges to return to End User any products repaired or replaced in accordance with the applicable warranty (including Customer Care provisions, if applicable). Repaired or replace Vocera badges will be in reset to a default state of the then-current Vocera firmware release for the badge. Product returned to Vocera without an active RMA number, or product which does not match the RMA case details or does not qualify for warranty support may be returned to the End User by Vocera as is and without repair.

**4. Updates.**

If Vocera hereafter posts any new or modified version of this Limited Warranty, such new or modified version will apply to products ordered subsequent to the date of such posting.

**Attachment 4**  
**End User License Agreement**  
**Territory: New Zealand**

***YOU MAY NOT USE VOCERA-PROVIDED SOFTWARE UNLESS YOU AGREE TO THESE PROVISIONS.***  
***BY USING THIS SOFTWARE, YOU AGREE TO ALL OF THESE PROVISIONS.***

**1. Introduction.** This End User License Agreement (“EULA”) sets forth the provisions under which Vocera Communications, Inc., a Stryker company, on behalf of itself and its corporate affiliate(s) (“Vocera”) are willing to grant to End User certain licenses to Client Software and/or Server Software (collectively, “Software”) consisting of such Software as Vocera initially or subsequently provides (e.g., in conjunction with a subsequently acquired Vocera Communications Badge or as an update, upgrade or new product offering, all as detailed in Section 10). “Client Software” is Vocera-provided software that operates on a Vocera Communications Badge or other client device supported by Vocera (e.g. a smartphone) (“Authorized Client Device”). “Server Software” is Vocera-provided software that operates on server hardware platforms at End User’s site, including both standard and optional components. “Hosted Services” means certain other services hosted by Vocera and/or its designee to which you and certain affiliates will be provided electronic access over the Internet for use in conjunction with the Software. Defined terms used in this EULA, but not defined herein, are defined in the Supplemental Terms and Conditions in Attachment 2.

**2. License.**

(a) **Server Software.** Subject to the terms and conditions of this Agreement, including the EULA, Vocera grants End User the non-exclusive right to (i) install and run (“Use”) the Server Software on computer systems (each, a “Server Computer”) located at End User’s Facilities in the geographic territory designated above (“Territory”); (ii) to Use the Client Software in conjunction with Authorized Client Devices and such Server Computers; and (iii) for pilot licenses for certain Software provided on a trial basis, use such Software for the limited term specified by Vocera in writing. End User may Use the standard Server Software on one primary Server Computer (or a primary cluster of computers suitably configured for productive use of the Server Software). End User may install backup copies of the Server Software on backup Server Computers to provide redundancy in the event of failure of the primary Server Computer(s) but, unless you have acquired additional licenses or a failover license from Vocera, End User may not run such backup or additional copies concurrently with the primary copies. Vocera grants End User the right to use the applicable License Key issued by Vocera only to enable Use of the Server Software in conjunction with the licensed Server Computers. Server Software may be licensed for a Subscription Term as specified in the Quote.

(b) **Hosted Service.** If a Hosted Service is provided, then subject to the terms and conditions of this EULA, Vocera grants End User the non-exclusive right to utilize the Hosted Service during the applicable Subscription Term solely for use by you and designated affiliates in conjunction with the Vocera Software, and other Products or Services End User have licensed or purchased.

**3. Title and Ownership.** The Software is licensed, not sold to End User by Vocera and Vocera reserves any rights not expressly granted to End User. Except for the licenses granted herein, all right, title, and interest in the Software and Product Documentation, including without limitation all patent rights, copyrights and other intellectual property rights thereto, is retained by Vocera and its Licensors. End User (including End User’s permanent and temporary employees and subcontractors) may run the Software and use the corresponding Product Documentation subject to the restrictions herein solely for your internal business purposes. End User shall ensure that End User employees, subcontractors and other agents who have access to the Software are made aware of the terms hereof.

**4. Term and Termination.** If End User’s Quote indicates that the Software is licensed for a Subscription Term or otherwise refers to a Billing Period of fixed period of time, then such Software shall be considered licensed for such fixed Subscription Term. Any Software not specifically licensed for a Subscription Term or other limited term (e.g. a pilot license) is licensed for a Perpetual Term. Notwithstanding the foregoing, Vocera has the right to terminate this EULA immediately without notice from Vocera if you fail to cure a material breach of this EULA within thirty (30) days following your receipt of written notice of the breach. Upon expiration or termination of this EULA, you shall cease using and shall destroy the Software and any Product Documentation and all copies thereof including any updates or upgrades.

**5. Restrictions.** Various licenses offered by Vocera differ in certain limits as set forth in the Quote or otherwise specified in writing by Vocera (the “Limits”), including limits on (i) the number of user profiles and/or concurrent users permitted, (ii) the hardware resources (e.g., number of Authorized Client Devices or communication ports) supported, or

(iii) the features enabled. End User may not (a) Use the Server Software on or from any platform other than the Server Computers, (b) Use the Client Software on or from any platform other than the Authorized Client Devices, (c) Use the Software in a manner exceeding such Limits, (d) Use the Software so as to circumvent any technological measure provided from time to time to control access to or limit its Use, or (e) Use the Software other than as contemplated by the Product Documentation; provided, that the foregoing does not apply to the extent that such activities are expressly permitted by law notwithstanding this prohibition. End User agree not to duplicate or disclose to third parties any License Key issued by Vocera without Vocera's prior written consent. The Software may not be transferred, nor the rights granted hereunder assigned, to a third party except that, subject to payment to Vocera of its standard fee in effect from time to time, the Software and License Key may be transferred and this license assigned to a corporate affiliate so long as the original and all surviving copies are transferred to such affiliate and such affiliate agrees in writing to be bound hereby. The Software and Product Documentation may not be (A) rented, leased or lent to third parties; (B) used in any jurisdiction outside the Territory or imported into any jurisdiction except in compliance with all applicable laws of the Territory and such jurisdiction; or (C) made available to third parties as part of any time-sharing or service bureau arrangement. You may not, and may not attempt or encourage or permit any third party to: (I) copy, modify, translate, adapt, market, sublicense or make derivative works from all or any portion of the Software or Product Documentation, or reverse engineer, reverse compile, disassemble or decompile the Software or any portion thereof except, and only to the extent, that such activity is expressly permitted by law notwithstanding this limitation; (II) if licensing a Hosted Service, interfere with or disrupt any Hosted Service or servers or networks connected to the Hosted Service; or (III) use the Software in violation of any local, state, national, foreign or international statute, regulation, treaties or other laws. Notwithstanding the foregoing, you may make a reasonable number of copies of the Server Software solely for archival or disaster recovery and subject to the restrictions imposed by copyright law. You agree to reproduce product identification, copyright and other proprietary notices of Vocera and Licensors on all copies. Your rights are only as expressly stated herein. There are no implied rights to Use, distribute, modify or reproduce the Software. ***Violation of any of the foregoing is a material breach hereof***

**6. No Warranty.** Software errors are likely. Maintenance and support services for the correction of Software errors are available separately from Vocera or an authorized reseller and, therefore, no warranty or condition of any kind for the Software, either express, implied or statutory, is provided under this EULA. Vocera's resellers have no authority to make any representations or commitments on behalf of Vocera or to modify, in any respect, this EULA, any of its provisions or any rights hereunder. The Software includes speech recognition features implemented by means of statistical processes that are inherently subject to error. You are responsible for confirming the suitability of the Software for your specific application, monitoring your use of the Software and providing for the handling and/or correction of such errors. **ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.**

**7. Secondary Alarm System.** Use of the Software as a primary alarm system is prohibited and excluded from the licenses granted by Vocera. The Software is provided only as a secondary/ancillary means of announcing and displaying alarms and other information to clinical personnel. The Software is not intended to replace or supersede, in whole or in part, any patient monitoring systems or procedures used with medical devices provided or recommended by other vendors, whether or not such medical devices interoperate with the Software.

**8. Audit Rights.** Vocera reserves the right, upon prior written notice to End User and during normal business hours, to audit End User's usage of the Software and End User's compliance with the terms of this EULA. End User will cooperate with Vocera and provide requested information relating to End User's usage of the Vocera Software. If Vocera determines as a result of such audit that any fees are due from End User to Vocera under the terms of this EULA, End User shall immediately pay such amounts due and if such amount exceeds ten percent (10%) of the cumulative fees previously paid under this Agreement, End User shall reimburse Vocera for the reasonable cost of such audit.

**9. Third-Party Licensors.** Certain modules or technology included by Vocera within the Software are provided by Vocera's direct or indirect licensors (respectively, "Licensor Modules" and "Licensors"). Certain requirements imposed by the Licensors are posted at <https://www.stryker.com/us/en/acute-care/vocera/legal/third-party-software.html> and are incorporated herein by reference. Furthermore, Client Software licensed for use with certain Authorized Client Devices is distributed by Vocera through third party "app stores" and is subject to the additional terms specified at the time of download. The Third-Party Software requirements are included for the express benefit of the corresponding Licensors who are third-party beneficiaries of, and entitled to enforce, such provisions. Updates to the Software and new product offerings may be subject to a revised EULA and/or revised Third-Party Software

requirements posted at <https://www.stryker.com/us/en/acute-care/vocera/legal.html>. Any such revisions posted as of the date of installation of a Software update or new offering are effective immediately upon installation.



**Attachment 5**  
**Software Maintenance and Technical Support**  
**Territory: New Zealand**

**1. Preamble & Definitions.** These Software Maintenance and Technical Support terms and conditions (the “Support Terms”) govern the provision by Vocera Communications, Inc. (“Vocera”) of certain software maintenance and technical support services for Vocera’s Clinical Communication offerings (“Support”) and any on site assistance pursuant to Section 8 below (“On-Site Assistance”), all as described below and purchased by an end user customer (“End User”) from either Vocera or Vocera’s authorized reseller (“Reseller”). Vocera provides Support for the Software used in conjunction with Authorized Client Devices as part of End User’s Operating Environment as further described in Section 4 below. As used in these Support Terms:

- **“Authorized Client Devices”** means the Vocera wireless communication badges (for Voice Communications Systems) or other Vocera supported client devices (e.g. certain third-party smartphones) that work with the Software. As part of Support, Vocera will support hardware issues relating to Vocera manufactured Authorized Client Devices and endeavor to assist End User with the use of the Software on third party manufactured Authorized Client Devices, but except as specified at <https://www.stryker.com/us/en/acute-care/vocera/legal/third-party-products-legal-documents.html>. Vocera is not responsible for or obligated to provide hardware support for such Authorized Client Devices not manufactured by Vocera.
- **“Customer Hosted Software (CHS)”** means certain Server Software provided by Vocera and hosted on server computers located at an End User facility, including Server Software for Vocera’s Alarm Management, Care Team Synchronization, Clinical Workflow Engine, Collaboration Suite, Engage, Messaging Platform, and Voice offerings.
- **“Designated Support Contact”** is defined as: for Customer Hosted Software: as specified in Table 2.1; and for Vocera Hosted Services: Any authorized administrator or user of the Vocera Hosted Service.
- **“Documentation”** means the specific materials listed under “Documentation” at <https://voceradocs.stryker.com/> as updated by Vocera from time to time.
- **“Operating Environment”** means End User’s servers, WLAN (for Voice Communications Software as further described in Section 5.9 below) and other hardware and software supplied directly to End User by third party vendors (i.e., exclusive of hardware and software embedded in the products supplied by Vocera) or software developed by End User.
- **“Product”** means one of the Vocera provided Authorized Client Devices or Software products included in End User’s System.
- **“Services”** means, as the context requires in this Software Maintenance and Technical Support attachment, Support and On-Site Assistance.
- **“Software”** means the software licensed by Vocera pursuant to an End User License Agreement, in object code form only, for use with the System. “Software” is limited to software hosted by End User or on devices owned by End User and does not include software utilized by Vocera to provide the Vocera Hosted Services.
- **“Software Updates”** means the Software releases, service packs, build updates or emergency fixes released from time to time in accordance with the Vocera’s update policy for such Software.
- **“System”** means the combination of the Vocera Software, Authorized Client Devices and End User’s Operating Environment. “System” includes Customer Hosted Software but does not include Vocera Hosted Software as defined below.
- **“Vocera Hosted Services (VHS)”** means certain services hosted by Vocera and/or its designee to which End User and certain End User affiliates will be provided electronic access over the Internet for use in conjunction with Vocera Client Software, including services for Vocera’s Secure Texting offering.

All other capitalized terms not otherwise defined in these Support Terms shall have the meanings provided in the applicable End User License Agreement, Supplemental Terms and Conditions or Badge Products Limited Warranty. If

Vocera hereafter posts any new or modified version of these Support Terms at <https://www.stryker.com/us/en/acute-care/vocera/legal.html>, such new or modified version will apply to maintenance and support renewal terms that begin subsequent to the date of such posting.

**2. Support Offerings.** Vocera's Support efforts are intended to address non-conformities of the Software or Vocera Hosted Services to the Documentation. Support is also intended to address non-conformities of the Vocera Hosted Services to the user documentation provided as a part of the Vocera Hosted Services.

**2.1 Customer Hosted Software:** There are two types of Support Offerings for Customer Hosted Software licensed on a perpetual basis: Standard and Premier. Customer Hosted Software licensed on a subscription basis includes Premier Support. For the Engage software solution, Vocera offers Premier Support but not Standard Support. Table 2.1 details the differences between the Standard and Premier Support. The Quote for the Support Offering will list the service level provided. End User may change End User's Support Offering the next time End User either purchases a renewal Support term or increases the number of perpetual user licenses.

<b>Table 2.1: Customer Hosted Software Support Offering Details</b>		
	<b>Support Offering / Service Level</b>	
	<b><i>Standard</i></b>	<b><i>Premier</i></b>
Type of license: Perpetual Term	Available	Available
Type of license: Subscription Term	Not Available	Included
Software Maintenance	Software Updates	Software Updates
Technical Support Incidents	Unlimited	Unlimited
Support Availability (Telephone and Email)	All severities: 8am – 5pm in End User's time zone excluding weekends and holidays	Severity 1: 24 hour, 7 Day, 365 Days; Severities 2-3: 8am – 5pm in End User's time zone, excluding weekends and holidays
Number of Designated Support Contacts	2 to 3	2 to 5
Number of Designated RMA Contacts	Up to 1	Up to 1 per site
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Telephone Support Numbers	<a href="https://www.stryker.com/us/en/acute-care/vocera/support.html">https://www.stryker.com/us/en/acute-care/vocera/support.html</a>	
Email Support Address	<a href="mailto:vcsupport@stryker.com">vcsupport@stryker.com</a>	
Web Support URL	<a href="https://www.stryker.com/us/en/acute-care/vocera/support.html">https://www.stryker.com/us/en/acute-care/vocera/support.html</a>	

**2.2 Vocera Hosted Services:** For Vocera Hosted Services, Vocera's Support efforts consist of the following:

<b>Table 2.2: Vocera Hosted Service Support Offering</b>	
	<b>Support Offering / Service Level</b>
	<b><i>Standard</i></b>
Support Availability (Email)	8am-5pm local time, excluding weekends and holidays
Email Support Address	<a href="mailto:vccustomerhelp@stryker.com">vccustomerhelp@stryker.com</a>
Web and Mobile Support	Hosted or Local VST help accessible through client

### 3. Support Term and Fees.

**3.1 For Perpetual Term Software.** If End User has licensed the Software for a Perpetual Term, then End User shall receive Support and Software Updates upon payment of a Support fee. For Support under this Section, the initial term starts on the date the applicable Vocera Software license is activated (either by shipment of a License Key or other means) and ends twelve (12) months following such shipment date. Software provided under a lease agreement between the parties may set forth a different initial term. To renew End User's Support, Vocera must receive a Purchase Order from Reseller or End User, as the case may be, prior to the expiration of the initial term or any subsequent term ("Anniversary Date"). Upon Vocera's acceptance of the Purchase Order, Vocera must receive payment for such renewal term prior to the Anniversary Date. If payment is not received by the Anniversary Date then the Support will terminate. Vocera reserves the

right to charge a reinstatement fee if Support is terminated for more than sixty (60) days. Vocera has the right in its sole discretion to refuse to reinstate Support following such termination. Any reinstatement will be contingent upon the conditions to delivery of Support contained in Section 5 of these Support Terms being satisfied at the time the reinstatement is to begin. If End User so requests, Vocera will propose assistance to satisfy these conditions on a fee basis subject to a mutually agreed statement of work prior to reinstatement of the terminated Support. All renewal terms are calculated from the applicable Anniversary Date, regardless of when End User chooses to renew or reinstate. All renewal terms are for twelve (12) months, except as separately specified in a lease between the parties. Vocera will not increase the Support Offering price charged to End User for a one-year renewal term by more than five percent (5%) per year over the price charged to End User in the immediately preceding term, for the same covered Products and Support Offering.

**3.2 For Vocera Hosted Services and other Subscription Term Software.** If End User has subscribed to Vocera Hosted Services or licensed any Software for a Subscription Term, Support is included with the subscription fee for the Software without any additional charge to End User. For Support for a Subscription Term license, the initial term for Support starts on the issuance date of the applicable Vocera Software License Key, completion of deployment of Software, or the date End User is initially provided access to the Vocera Hosted Service offering, and continues for the duration of End User's Subscription Term for the Software.

**3.3 Additional Users and Products for Perpetual Term Software.** If End User has licensed the Software for a Perpetual Term, and subsequently purchases licenses for additional users or Products (an "Expansion") above and beyond End User's original configuration ("Original Configuration"), End User will be charged a fee for Support of such Expansion. This fee will cover one (1) year of Support of the Expansion, and when Vocera next issues a Quote for a one-year renewal of Support for the Original Configuration, such Quote will include an extension of Support for all such intervening Expansions so as to make their Support terms co-terminous with the Anniversary Date of Support for the Original Configuration. After End User's term for the Original Configuration expires, End User must pay all such amounts for extending Support for both the term of the Original Configuration and all Expansions, or Vocera shall have the option to suspend Support for the Original Configuration and such Expansions.

#### **4. Technical Support Scope.**

**4.1** Support includes only Technical Support for the Software and/or Vocera Hosted Service used in conjunction with the Authorized Client Devices and requires that End User arrange to receive support for non-Vocera products (such as the wireless LAN, middleware, PBX, and integrated clinical systems) or hardware issues relating to Authorized Client Devices not manufactured by Vocera from End User's own internal resources, or from another third-party supplier. Third party software integrated into the Vocera Software is covered by Technical Support for purposes of this Section 4.

**4.2** As a precondition to Vocera's Support obligations hereunder, End User must arrange to provide support for End User's personnel and agents. "User Support" means providing training, assistance and support to users of the Vocera Software or Vocera Hosted Services as applicable. User Support includes answering Vocera user questions and resolving problems that can be resolved by reading the Documentation as specified in Table 4.6(a) and 4.6(b) as applicable. Usually this level of support is provided by End User's own internal resources, or may be provided by a third party. If requested, Vocera will provide training to such User Support provider on a fee basis at Vocera's then current rates and subject to mutually agreed terms and conditions.

**4.3** As a precondition to Vocera's Support obligations hereunder, End User must arrange to provide internal support for the operation of the Vocera Products with the System. This "Operational Support" includes Vocera systems administration, provisioning the technical infrastructure required to support Vocera and verifying problems reported by Vocera users. Operational Support provides information and support on a range of product configurations, set-up issues, System backup and restore procedures, usage and basic System troubleshooting, and information pertaining to the Software. Operational Support may be provided by the End User's own resources or by a qualified third-party. If requested, Vocera will provide training to such Operational Support provider on a fee basis at Vocera's then current rates subject to mutually agreed terms and conditions. End User is also responsible for maintaining current support contracts for third party products which are required for the End User's Vocera infrastructure.

**4.4** "Technical Support" means support for those Incidents involving Customer Hosted Software that could not be resolved by Operational Support. For purposes of this Section, Technical Support includes recommendations on: (a) Software, including telephone consultation to assist the End User's installation of the supported Software, functions

and operation of the supported Software, the creation of workarounds that enable the temporary or permanent resolution of an Incident; (b) Authorized Client Devices, including the functioning of the Authorized Client Devices, the creation of workarounds for defects in the embedded software, or the creation of modifications to the Authorized Client Devices that enable the temporary or permanent resolution of an Incident as feasible. For Vocera Hosted Services, support is typically provided by email and web services rather than telephonically.

**4.5** Vocera provides Technical Support during the hours specified for the Support Offering purchased (see Section 2.1 or 2.2 above, as applicable). Such Support, unless stated, does not include installation assistance, addition of new integrated systems or adapters, new functionality that requires a platform/adaptor upgrade, training and on-site support. Such additional services may be purchased on a fee basis at Vocera’s then current rates and subject to mutually agreed terms and conditions.

**4.6** To obtain Support, End User’s Designated Support Contact must report the details of the problem to Vocera at the contact information appearing in Section 2, including the details of the Operational Support process that failed to resolve the problem (an “Incident”).

**Table 4.6(a): End User and Vocera Responsibilities for Customer Hosted Software**

<b>End User Support Responsibilities</b>	<b>End User Operational Support Responsibilities</b>	<b>Vocera Technical Support Responsibilities</b>
<ul style="list-style-type: none"> <li>• Configure new and replacement Authorized Client Devices</li> <li>• Troubleshoot basic Authorized Client Device issues, including use, configuration, and clearing the data store</li> <li>• Respond to user questions regarding how to use Vocera capabilities</li> <li>• Identify users needing additional training</li> <li>• Set up new users</li> <li>• Maintain user profiles</li> <li>• Database add/change/deletes</li> <li>• Use Vocera reports to assess system utilization and success for individuals and department</li> <li>• <b>For Voice Communications Only:</b> Administer RMA process</li> <li>• Ensure users use appropriate Authorized Client Device attachments</li> <li>• Coach users on how to improve speech recognition</li> </ul>	<ul style="list-style-type: none"> <li>• Respond to System administration questions on how to use the applicable Vocera administrative Console to manage users, groups, permissions, locations etc.</li> <li>• Verify problems reported by Vocera users and collect information regarding the reported problem</li> <li>• Attempt to resolve the reported problem by referring to Vocera Documentation, Support knowledge base and other support materials</li> <li>• As Designated Support Contacts, submit Support trouble tickets to Vocera Technical Support at the contact information appearing in Table 2.1 or 2.2 (as applicable)</li> <li>• Submit log files if requested by Vocera</li> <li>• To enable Vocera to diagnose and resolve issues, support use of (a) WebEx, Screenmeet, Securelink or VPN or (b) for the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solutions, Engage Remote Support and Platform Remote Support. The “Engage Remote Support” and “Platform Remote Support” options are an alternate remote connectivity solution. For these solution, a remote connection is established using a SSH tunnel over port 22 to remote support servers. This access enables Vocera support engineers to remotely connect to the Engage or Platform server(s) at the hospital.</li> <li>• Troubleshoot Authorized Client Device connectivity issues, including capturing wireless traces if required to diagnose problems</li> <li>• Validate that End User’s Operating Environment will support the Vocera Products</li> <li>• Assist and direct the troubleshooting of Authorized Client Devices including the setup and configuration of any systems required to program or configure such devices.</li> </ul>	<ul style="list-style-type: none"> <li>• Troubleshoot issues with the Vocera Products, including performance within End User’s Operating Environment after the issues have been validated by End User’s Operational Support</li> <li>• Resolve problems and research questions which cannot be answered through reference to Documentation, Support knowledge base and other support materials</li> <li>• Inform End User of new releases and service packs, and advise on installation process</li> </ul> <p><b>For Voice Communications Only:</b></p> <ul style="list-style-type: none"> <li>• Assist End User in troubleshooting Authorized Client Device connectivity issues and speech recognition issues, in conjunction with End User’s wireless services resources. Assist in interpreting wireless traces and other diagnostic information captured by the End User</li> <li>• Provide warranty service for Vocera devices</li> </ul> <p><b>For Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) Software Solutions Only:</b></p> <p>With a minimum of two (2) weeks’ notice and subject to scoping by Vocera and the licenses purchased by the End User: additions and modifications to beds, departments, devices, rules, conditions, filters, workflow pages, staff assignment configuration, and adapter settings, system settings that will take less than four (4) hours to complete and test. Such changes must comply with customer’s purchased licensing.</p>

<p>The provider of User Support has the following general obligations: (i) to collect and record details regarding the reported problem; (ii) to verify and reproduce the problem; (iii) to resolve the problem if possible, by reference to Documentation and User Support training and materials; and (iv) to escalate the problem to Operational Support pursuant to the procedures below, if the problem cannot be resolved.</p>	<p>The provider of Operational Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with User Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved by reference to Vocera Documentation and support materials, to escalate the Incident to Vocera Technical Support. In the case of such escalation to Vocera Technical Support for Vocera Products other than Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solutions, the provider of Operational Support is responsible for applying any software or firmware fixes provided by Vocera.</p>	<p>Vocera Technical Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with End User's Operational Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved to provide a work-around or fix per the guidelines in Tables 6.1(a) and 6.1(b), Error Response by Severity Level.</p>
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**Table 4.6(b): End User and Vocera Responsibilities for Vocera Hosted Service**

<b>Customer System Administrator Support Responsibilities</b>	<b>Customer System Administrator Operational Support Responsibilities</b>	<b>Responsibilities of Individual User</b>	<b>Vocera Technical Support Responsibilities</b>
<ul style="list-style-type: none"> <li>• Configure new and replacement Authorized Client Devices</li> <li>• Troubleshoot basic Authorized Client Device issues, including use, configuration</li> <li>• Set up new users</li> <li>• Respond to user questions regarding how to use Vocera capabilities</li> <li>• Identify users needing additional training</li> <li>• Database add/change/deletes</li> <li>• Use Vocera reports to assess system utilization and success for individuals and department</li> <li>For Voice Communications Only:</li> <li>• Administer RMA process</li> <li>• Ensure users use appropriate Authorized Client Device attachments</li> <li>• Coach users on how to improve speech recognition</li> <li>• Maintain user profiles</li> </ul>	<ul style="list-style-type: none"> <li>• Verify problems reported by Vocera users and collect information regarding the reported problem</li> <li>• Attempt to resolve the reported problem by referring to Vocera Documentation, Support knowledge base and other support materials</li> <li>• Submit support tickets to Vocera Technical Support at the contact information defined in Section 2 (as applicable)</li> <li>• Coordinate Submission of log files if requested by Vocera</li> <li>• Troubleshoot Authorized Client Device connectivity issues, including capturing wireless traces if required to diagnose problems</li> <li>• Validate that End User's Operating Environment will support the Vocera Products</li> <li>• Assist and direct the troubleshooting of Authorized Client Devices including the setup and configuration of any systems required to program or configure such devices.</li> </ul>	<ul style="list-style-type: none"> <li>• Consult with Vocera Technical Support through written communication for any technical issues</li> <li>• Upload logs from Client Devices to aid Vocera Technical Support in addressing any technical issues.</li> <li>• Maintain underlying operating system revisions to the latest compatible version on client devices.</li> <li>• Update Client Device software to the latest released version available on the relevant app store.</li> </ul>	<ul style="list-style-type: none"> <li>• Troubleshoot issues with the Vocera Hosted Services and related Clients</li> <li>• Resolve problems and research questions which cannot be answered through reference to the Documentation, Support knowledge base and other support materials.</li> </ul>

The provider of User Support has the following general obligations: (i) to collect and record details regarding the reported problem; (ii) to verify and reproduce the problem; (iii) to resolve the problem if possible, by reference to Documentation and User Support training and materials; and (iv) to escalate the problem to Operational Support pursuant to the procedures below, if the problem cannot be resolved.	The provider of Operational Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with User Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved by reference to Vocera Documentation and support materials, to escalate the Incident to Vocera Technical Support.		Vocera Technical Support has these general obligations: (i) collect and record details of the Incident; (ii) work with End User's Operational Support and users to determine Severity Level; (iii) attempt to verify and reproduce the problem; (iv) attempt to resolve the problem; and (v) if the problem cannot be resolved, to provide a work-around or fix per the guidelines in Tables 6.1(a) and 6.1(b), Error Response by Severity Level.
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**5. Conditions to Delivery of Support.** Vocera's delivery of Support for Customer Hosted Software is subject to and conditioned on the following:

**5.1** End User must obtain User Support and Operational Support as provided above.

**5.2** End User must appoint a minimum of two (2) individuals, up to the maximum specified in the appropriate column in Tables 2.1 or 2.2 above (as applicable) for End User's Support Offering, to serve as the Designated Support Contacts between End User and Vocera. A Designated Support Contact should understand the Product components and features (such as obtained through attending Vocera training courses), have a working knowledge of wired and wireless networks, and End User's Operating Environment. Only Designated Support Contacts may escalate technical support requests to Vocera. Vocera reserves the right to reject technical support calls from individuals other than Designated Support Contacts. End User will provide Vocera in writing with the name and contact information of each Designated Support Contact and will notify Vocera promptly of any changes in End User's list of Designated Support Contacts. E-mail sent to [vcsupport@stryker.com](mailto:vcsupport@stryker.com) will satisfy the foregoing notification requirements.

**5.3** Before escalating a problem to Vocera, End User's staff must escalate the problem internally to a Designated Support Contact, and End User must otherwise follow the Vocera defined escalation process and provide a description of the problem as requested by Vocera.

**5.4** To help Vocera ensure that its Products meet the highest quality standards, End User will notify Vocera of any material failure, malfunction or error that End User detects in the Products, within fifteen (15) days of detecting the Product issue, and will provide Vocera with information to assist with determination and analysis of the problem.

**5.5** In cases where End User requires Product support assistance from Vocera, End User will arrange for a remote access and connectivity to the System. Such access shall be remote, originating from Vocera's support center and requiring the use of the Internet.

**5.6** End User will assign one of the Designated Support Contacts as a project manager responsible for success of deployment and on-going user satisfaction with Vocera Products. The project manager's responsibilities must include at a minimum, but not by way of limitation, (i) implementation of internal processes and procedures for use and maintenance of Vocera Products, (ii) regular audits that include evaluation of user behavior and skills with Vocera Products and assessment of user satisfaction with the Vocera Products, (iii) documenting user feedback and providing findings to Vocera on as-requested basis, (iv) assuring user training compliance and on-going knowledge dissemination and training and (v) acting as a liaison between End User and Vocera.

**5.7** End User shall ensure that the Products and End User's Operating Environment follow regular IT maintenance schedules. The maintenance schedules must include at a minimum, but not by way of limitation, installation

and testing of applicable Vocera Software versions, server operating system updates and maintenance, anti-virus update and maintenance, regular review and analysis of system logs, and regularly scheduled back-ups.

**5.8** For all Customer Hosted Software other than the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solutions, End User must install and test the initial Software, and each subsequent Software Update. All emergency fixes for End User's specific installation must be installed and tested as soon as practicable, and must be maintained until installation of the next service pack or Software Release. All service packs or build updates must be installed and verified in the End User's environment within three months of general availability. All other Software Updates must be installed and verified in the End User's environment within six months of general availability (or such shorter period as Vocera reasonably advises is required, on a case-by-case basis, to avoid impaired operation and reliability of the Software). Vocera will have no obligation to provide Error Resolution for an Error or defect which has been repaired in a more current Software Update.

**5.9** For the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solutions, installation of software updates will be scheduled in consultation with the customer and, in some cases (e.g., security patches), may require an expedited process. It is preferred that updates occur during normal business hours, since this is when both hospital, interoperability vendor partners, and Vocera support engineers are most readily available. Vocera understands the primary objective is to minimize the impact to patients, so Vocera will accommodate after-hours upgrades, as necessary. All software updates are delivered remotely to the hospital via secure download protocols. The ability to access these updates requires outbound access to an Internet-based update server on ports 22 and 443.

**5.10** For both Customer Hosted Software, as well as Vocera Hosted Services if applicable, End User is responsible for the proper operation and maintenance of End User's Operating Environment. For Customer Hosted Software, this includes End User's wireless local area network, including access points, antennas, controllers and controller firmware versions compatible with the Voice Communications Software ("WLAN"). End User's WLAN must be designed, implemented and installed with capacity and coverage suitable for a voice application. End User acknowledges that Vocera may recommend changes to the Operating Environment to resolve certain issues, e.g., where the End User's WLAN does not comply with Vocera's WLAN guidelines in its Infrastructure Planning Guide available upon request.

**5.11** For Vocera Hosted Services, End User must provide necessary connectivity for any integration needs between the Vocera Hosted Service and Customer Hosted Software.

**5.12** End User personnel should not make any changes to component of the Engage software solution that interoperates with an FDA regulated medical device such as patient monitoring, ventilators, etc. All changes to clinical workflow, whether implemented by End User or Vocera, should be formally approved according to End User's applicable internal protocols. End User personnel making changes to the Engage software solution should receive formal Vocera Engage administrator training. Vocera also strongly encourages End User to limit the number of people who have Engage Advanced Support permissions to administer and make changes in order to reduce the chance of destabilizing End User's system and implementing inconsistencies. Vocera strongly advises End User to keep Vocera technical support informed of changes made to the Engage software solution. Vocera cannot consult or provide advice on changes that have the potential to cause adverse impact to patient care and safety, without knowledge of the changes being considered.

## **6. Determination of Error Severity and Response Times for Customer Hosted Software.**

**6.1** During the term of this Agreement, End User may submit a report to Vocera specifying Errors in the Software which End User requests to have corrected. "Error" means a verifiable and reproducible failure of the Software to conform in a material respect to the Documentation. When an Error has been identified through Vocera Technical Support, Vocera and End User will agree to the Severity Level of the Error and associated Vocera response times and resolution process as defined in the tables below:

**Table 6.1(a): Error Response by Severity Level for Customer Hosted Software**

Severity Level	Description	Response Times and Error Resolution
Severity 1: Emergency	Severity 1 means End User's use of the Software with the Authorized Client Devices has completely shut down, or is suffering such loss of critical functionality that an entire department or site is unable to utilize the Vocera Software, and no work-around is available.	Provided End User reports the issue via telephone through Vocera's Telephone Support Numbers, Vocera will contact End User within 1 hour* of receipt of notice of the Incident to collect information and to work with End User's Designated Support Contact to attempt to restore usage of the Vocera Software. Restoration of the Vocera Software may require changes to End User's Operating Environment or network configuration, and may involve loss of data. If Vocera determines that the outage is due to an Error in Vocera Software, Vocera will engage our development staff to attempt a fix in the next available service pack and/or build update. If the Error in Vocera Software is causing repeated outages and no workaround is available, Vocera will engage our Engineering staff to attempt to deliver an emergency fix on a mutually agreeable timetable. For Severity 1 Incidents, both End User and Vocera will dedicate appropriate technical resources and provide continuous effort until basic Vocera system functionality is restored or the problem is isolated to a third-party component (i.e. PBX, MDM, server, network etc.).
Severity 2: Time-Critical	Severity 2 means the Vocera Software is functioning inconsistently and with limited capabilities significantly impairing End User's usage and productivity, e.g. loss of certain administrative or reporting functions or Authorized Client Device features impacting multiple users, with no work-around available.	Vocera will contact End User within 4 hours* of receipt of notice of the Incident to collect information and to work with End User's Designated Support Contact to attempt to restore the functionality of End User's Vocera Software. Resolution may require shutting down the Vocera Software, or may require changes to End User's Operating Environment or network configuration. If Vocera determines that the loss of functionality is due to an error in the Vocera Software, Vocera will engage our development staff to attempt to provide a fix in the next available service pack and/or build update.
Severity 3: Standard	Severity 3 means that individual components of the Vocera Software are functioning inconsistently and End User's usage and productivity are slightly impaired, but End User can reasonably work around such inconsistency or impairment. Severity 3 Incidents include issues with administrative or reporting functions, and other issues impacting individual users or Authorized Client Devices (including RMA requests for Voice Communications Systems).	Vocera will contact End User within 24 hours of receipt of notice of the Incident to collect information and to work with End User's Designated Support Contact to verify the problem.

\* For Standard Support Offerings, Response Times will be measured during the time periods in which such Standard Support is available. For example, if a Severity 2 Error is reported to Vocera at 3pm, Vocera will respond to the Designated Support Contact by 11am the following Business Day.



<b>Table 6.1(b): Error Response by Severity Level for Vocera Hosted Software</b>		
<b>Severity Level</b>	<b>Description</b>	<b>Vocera Hosted Services Operational Action Time</b>
Severity 1	Vocera Hosted Service outage for multiple End Users or degradation of critical functionality such that all Vocera Hosted End Users are unable to effectively use the service.	Vocera Operations team will begin working on reported issues within 15 minutes of receipt of notice
Severity 2	Vocera Hosted Service outage for one End User only or degradation of critical functionality such that multiple End Users are unable to effectively use the service.	Vocera Operations team will begin working on reported issues within 45 minutes of receipt of notice
Severity 3	Degradation of critical functionality such that one End User is unable to effectively use the service.	Vocera Operations team will begin working on reported issues within 120 minutes of receipt of notice
Severity 4	Vocera Hosted Service outage or degradation such that a single Vocera User is affected.	Vocera Operations team will begin working on reported issues within 8 hours of receipt of notice

**6.2** For the Standard Support Offering for Customer Hosted Software, Response Time objectives apply to Incidents logged during the Telephone Support Availability hours for the Standard Support Offering. For the Premier Support Offering, Response Time objectives for Severity 1 Errors apply to Incidents logged 7x24, and Response Time objectives for Severity 2-4 apply to Incidents logged during normal business hours. The foregoing objectives do not include the time taken by End User to gather system information, transaction data and reproducible test cases necessary to determine the nature of the issue and to isolate defects in the Vocera Software. End User shall, upon reasonable request by Vocera, obtain and provide to Vocera system information, transaction data, and reproducible test cases as necessary to determine the nature of the Incident and to isolate any defects in the supported Authorized Client Devices and/or Software. Such system and transaction information shall be treated as End User's Confidential Information and such defects shall be treated as Confidential Information of Vocera. Vocera shall provide End User with reasonable access to Vocera's Incident database to review the status of End User's Incidents.

## **7. Software Updates; Service Analyses.**

**7.1** Vocera may, from time to time, provide End User with Software Updates. These Software Updates will generally be made available for download. For Vocera Hosted Services, Vocera will update the hosted environment as appropriate from time to time. In concert with such updates to the hosted environment, updates may be required to relevant Client Software which Vocera will make available through applicable third-party app stores and which, depending upon configuration settings, may occur automatically. For the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solution, Software Updates include the following general areas:

- Engage platform and mobile software: These updates will include new features to existing modules of the Engage system, Engage Mobile, or software updates within the core platform. Examples include customer issues found in prior releases, bug fixes or enhancements to Engage Mobile, and updates to improve system performance and maintenance.
- New operating system (OS) updates: These updates will include OS modifications needed within the core platform (Linux).
- Support for new mobile devices: Qualifying new mobile devices specifically for Engage Mobile is an ongoing process at Vocera. Customers continually request new mobile devices for qualification, such as Apple's iPhone 6, the Vocera badge, the latest Samsung Galaxy device or the next generation device that enters the market.

- New or updated regulated medical device adapters: These verifications are for new or updated versions of medical devices being requested by customers. This will enable us to provide support for the latest data and alarms from medical devices. Medical devices consist of (but are not limited to) patient monitors, ventilators, IV Pumps, and other middleware aggregation products such as Capsule™.
- New non-regulated input and output adapters: These verifications include all nurse call systems or a new alert communication system. It also includes new industry standard protocols for HL7, XML or an IHE supported profile.

Vocera may (i) compile statistical and other information related to the performance, operation and use of its Products and Services, and (ii) use data from End User's use of the Products and Services in aggregated, de-identified form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Service Analyses will not incorporate End User's Confidential Information in a form that could serve to identify End User or any individual or any Protected Health Information [and will be stripped of all persistent identifiers (such as device identifiers, IP addresses and cookie IDs)]. Vocera retains all intellectual property rights in Service Analyses.

## **8. On-Site Assistance.**

Upon End User's request and subject to availability, Vocera may furnish qualified personnel for on-site assistance to End User for implementation and testing and to resolve Incidents, on a fee basis at Vocera's then current rates for time, materials and travel and subject to mutually agreed terms and conditions or a written statement of work.

## **9. Version Retirement (Customer Hosted Software)**

Vocera will make Support Services available to End User for any major release for a minimum of two (2) years from the general availability date, subject to and conditioned on End User:

- Installing and validating updated Software for End User's specific Operating Environment in accordance with Section 5.8 of these Support Terms (or such shorter period as Vocera reasonably advises is required, on a case-by-case basis, to avoid impaired operation and reliability of the Software); and
- Maintaining these builds until installation of the next service pack, build update or Software release, as applicable.

Subject to the foregoing, Vocera reserves the right to discontinue Support with respect to any version of Software in whole or in part, should Vocera, in its sole discretion, determine that continued support is no longer practicable. Vocera will give End User written notice at least six months prior to any such discontinuance, and will refund any prepaid fees (if applicable) for the affected Support that are not accrued as of discontinuance. Support of any Software update is governed by the Support Services offered at the time of installation.

## **10. Order; Termination.**

**10.1 Order.** All orders for Services are subject to the terms and conditions contained in these Support Terms and the applicable written Quote or agreement signed by Vocera or a Reseller. All orders shall be initiated by written Purchase Order. Any different or additional terms preprinted on any End User Purchase Order or similar document are hereby rejected, notwithstanding any terms set forth therein to the contrary.

**10.2 Termination.** Notwithstanding written acceptance of a Purchase Order, Vocera shall not be obligated to deliver Services where (a) there is an arrears of thirty (30) days or more on payments owing to Vocera or a Reseller in respect of Products or Services purchased by End User, or (b) the amount of the Purchase Order plus outstanding payments owing to Vocera or a Reseller in respect of Products and Services purchased by End User exceeds the applicable credit limit established by Vocera or (c) where End User is otherwise in breach of these Support Terms.

**10.3 Effect of Termination.** Upon expiration or termination of the Support for any reason:

- All rights and obligations under these Support Terms shall immediately terminate, except as expressly set forth herein, and any outstanding obligations of End User to pay any amounts to Vocera or a Reseller shall remain in effect until paid.
- End User shall be permitted to use the Software included in the Systems for as long as its applicable End User License Agreement is in full force and effect, provided that End User is not in default of such End User License Agreement.

(c) In the event of termination by Vocera due to End User's uncured breach, no refunds or credits will be due. In the event of termination by End User due to Vocera's uncured breach, Vocera will refund any prepaid fees (if applicable) for the affected services that are not accrued as of discontinuance.

**10.4 Survival.** Any definitions, limited warranty obligations, disclaimers, limitations of liability, and any other provisions that by their nature should survive, shall survive any expiration or termination of the Support.

## **11. Limited Services Warranty.**

**11.1 Limited Services Warranty.** Subject to Section 11.2 below, Vocera will perform the Services in a timely, commercially reasonable and workmanlike manner, materially conforming to any additional representations concerning the Services to which Vocera has agreed in writing and subject to the provisions of these Support Terms and provisions of any written agreement executed by End User. This limited warranty extends only to the original recipient of the Services. The original recipient of the Services must provide written notice to Vocera that the Services are not as warranted no later than thirty (30) days after completion of the applicable Services, or the right to assert such claim will be deemed waived. To the extent permitted by law, as the sole and exclusive remedy, and at Vocera's sole discretion, the defective Services will either be reperfomed to the extent they are capable of being reperfomed and to the extent necessary to cure such breach or Vocera will refund the pro-rata price of the Support Offering attributable to the defective Services.

**11.2 Limited Services Warranty Exclusions.** To the full extent permitted by law, and subject to the Disclaimer Clause below, Vocera makes no warranty and accepts no responsibility for Services provided at no charge or for failures in Services due to: (a) deficiencies in or the late delivery of materials required from End User; (b) non-conformities of End User systems to specifications in the description of Services in an applicable Vocera statement of work for professional services; (c) the inaccessibility or insufficient accessibility of End User systems or third party systems required by End User; (d) End User's failure to perform its responsibilities as required under these Support Terms and Vocera's published policies applicable to the Services; or (e) the lack of reasonable cooperation on End User's part as required under these Support Terms and Vocera's published policies applicable to the Services.

**11.3 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 11.1, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. VOCERA'S SOLE OBLIGATION REGARDING THE IMPLIED WARRANTY OF NONINFRINGEMENT SHALL BE AS SET FORTH IN THE DEFENSE OF CERTAIN CLAIMS SECTION OF THE VOCERA SUPPLEMENTAL TERMS AND CONDITIONS OR TERMS AND CONDITIONS OF QUOTATION, AS APPLICABLE. VOCERA'S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER. ANY STATUTORY PROTECTION IMPOSED BY LAW IN RELATION TO THE SUPPLY OF SERVICES WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT IS BREACHED THEN, TO THE EXTENT PERMITTED BY LAW, END USER'S REMEDY IN RESPECT OF SUCH STATUTORY PROVISIONS IS LIMITED, AT VOCERA'S OPTION, TO THE SOLE AND EXCLUSIVE REMEDY STATED IN THE LIMITED SERVICES WARRANTY CLAUSE ABOVE.

**11.4 Consumer Goods.** Consumer Goods. Vocera's supplies are not of a kind ordinarily acquired for personal, domestic or household use or consumption.