Attachment 5
Software Maintenance and Technical Support Policy
Territory: United Arab Emirates

1.	Preamble & Definitions.	This Software Maintenance and Technical Support Policy ("Support Policy") governs 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.

- **"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 Vocera Hosted Services to the user documentation provided as a part of 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.

Table 2.1: Customer Hosted Software Support Offering Details		
	Support Offering / Service Level	
	Standard	*Premier*
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 U.S. 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	https://www.stryker.com/us/en/acute-care/vocera/support.html	
Email Support Address	vcsupport@stryker.com	
Web Support URL	https://www.stryker.com/us/en/acute-care/vocera/support.html	

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

Table 2.2: Vocera Hosted Service Support Offering	
Support Offering / Service Level	
Standard	
Support Availability (Email)	8am-5pm local time, excluding weekends and holidays
Email Support Address	vccustomerhelp@stryker.com
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 <u>subject</u> 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/adapter 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		
End User Support Responsibilities	**End User Operational Support Responsibilities**	**Vocera Technical Support Responsibilities**
• Configure new and replacement Authorized Client Devices • Troubleshoot basic Authorized Client Device issues, including use, configuration, and clearing the data store • Respond to user questions regarding how to use Vocera capabilities • Identify users needing additional training • Set up new users • Maintain user profiles • Database add/change/and deletes • Use Vocera reports to assess system utilization and success for individuals and department **For Voice Communications Only:** • Administer RMA process • Ensure users use appropriate Authorized Client Device attachments • Coach users on how to improve speech recognition	• Respond to System administration questions on how to use the applicable Vocera administrative Console to manage users, groups, permissions, locations etc. • Verify problems reported by Vocera users and collect information regarding the reported problem • Attempt to resolve the reported problem by referring to Vocera Documentation, Support knowledge base and other support materials • 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) • Submit log files if requested by Vocera • 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. • Troubleshoot Authorized Client Device connectivity issues, including capturing wireless traces if required to diagnose problems • Validate that End User's Operating Environment will support the Vocera Products • Assist and direct the troubleshooting of Authorized Client Devices including the setup and configuration of any systems required to program or configure such devices	• 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 • Resolve problems and research questions which cannot be answered through reference to Documentation, Support knowledge base and other support materials • Inform End User of new releases and service packs, and advise on installation process **For Voice Communications Only:** • 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 • Provide warranty service for Vocera devices **For Engage and Platform 6 (versions 6.0 versions6.0 and later until Vocera announces otherwise) Software Solutions Only:** 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.
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. In the case of such escalation to Vocera Technical Support for Vocera Products other than Engage and Platform 6 (versions6.0 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.	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.

Table 4.6(b): End User and Vocera Responsibilities for Vocera Hosted Service			
Customer System Administrator Support Responsibilities	Customer System Administrator Operational Support Responsibilities	Responsibilities of Individual User	Vocera Technical Support Responsibilities
- Configure new and replacement Authorized Client Devices - Troubleshoot basic Authorized Client Device issues, including use, configuration - Set up new users - Maintain user profiles - Respond to user questions regarding how to use Vocera capabilities - Identify users needing additional training - Database add/change/deletes - Use Vocera reports to assess system utilization and success for individuals and department **For Voice Communications Only**: - Administer RMA process - Ensure users use appropriate Authorized Client Device attachments - Coach users on how to improve speech recognition	- Verify problems reported by Vocera users and collect information regarding the reported problem - Attempt to resolve the reported problem by referring to Vocera Documentation, Support knowledge base and other support materials - Submit support tickets to Vocera Technical Support at the contact information defined in Section 2 (as applicable) - Coordinate Submission of log files if requested by Vocera - Troubleshoot Authorized Client Device connectivity issues, including capturing wireless traces if required to diagnose problems - Validate that End User's Operating Environment will support the Vocera Products - Assist and direct the troubleshooting of Authorized Client Devices including the setup and configuration of any systems required to program or configure such devices.	- Consult with Vocera Technical Support through written communication for any technical issues - Upload logs from Client Devices to aid Vocera Technical Support in addressing any technical issues. - Maintain underlying operating system revisions to the latest compatible version on client devices. - Update Client Device software to the latest released version available on the relevant app store.	- Troubleshoot issues with the Vocera Hosted Services and related Clients - Resolve problems and research questions which cannot be answered through reference to the Documentation, Support knowledge base and other support materials.

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) below, Error Response by Severity Level.

5. Conditions to Delivery of Support. <u>Vocera's delivery of Support is subject to and conditioned on the following:</u>

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 and 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 is 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 <u>vcsupport@stryker.com</u> 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 (versions6.0 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 (versions6.0 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	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

Table 6.1(a): Error Response by Severity Level for Customer Hosted Software		
Severity Level	**Description**	**Response Times and Error Resolution**
	critical functionality that an entire department or site is unable to utilize the Vocera Software, and no work-around is available.	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 11 am the following Business Day.

Table 6.1(b): Error Response by Severity Level for Vocera Hosted Software		
Severity Level	**Description**	**Vocera Hosted Services Operational Action Time**
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.** 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 (versions6.0 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 CapsuleTM.
- 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:

(a) 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

(b) Maintaining these builds until installation of the next service pack, build update or Software release, as applicable.

(c) 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. The parties acknowledge and agree that a court order shall not be required to give effect to any termination of this Agreement in accordance with its terms.

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

(a) 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.

(b) 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.

11.   **Limited Services Warranty**.

11.1 Limited Services Warranty. Vocera warrants that it 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. As the sole and exclusive remedy, and at Vocera's sole discretion, the defective Services will either be reperformed to the extent they are capable of being reperformed 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. Subject to Section 11.2 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.