

**Attachment 2**  
**Supplemental Terms and Conditions for Vocera Solutions**  
**Territory: United States and Canada**

**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 “Cloud Services”** means certain services provided 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, all as more specifically identified in Vocera’s Quotes to End User referencing this Agreement and in Vocera’s applicable Product Documentation. Cloud Services are subject to the terms and conditions of the Cloud Services Agreement attached hereto as Attachment 5.

**1.4 “Confidential Information”** shall have the meaning set forth in Section 7 below (Confidential Information).

**1.5 “End User”** means the original user identified on the cover page of this Agreement, including any Facilities designated in Attachment 1.

**1.6 “EULA”** means the End User License Agreement applicable to the Software Products and attached to this Master Purchase Agreement as Attachment 4.

**1.7 “Hardware”** means the Vocera wireless communications badge and related accessories purchased as part of a Vocera Communications System.

**1.8 “Hardware Warranty”** means the Badge Products Limited Warranty for Hardware purchased as part of a Vocera Communications Software system and attached to this Agreement as Attachment 3.

**1.9 “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.

**1.10 “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.

**1.11 “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.

**1.12 “Perpetual Term”** means the duration of a Software license that continues in perpetuity, subject to the termination provisions of the EULA.

**1.13 “Price”** means the price of a Product or Service as set forth in the applicable Quote.

**1.14 “Product”** means one of the Vocera Hardware and/or Software products referred to in a Quote.

**1.15 “Product Documentation”** means the product documentation for the Products as provided in Vocera’s Support portal at <https://voceradocs.stryker.com>.

**1.16 “Purchase Order”** means End User’s purchase order for Products and/or Services specified in a Quote issued by Vocera or an authorized Vocera reseller.

**1.17 “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.

**1.18 “Service”** means a service offered by Vocera, including, but not limited to, professional services, education, Cloud Services and technical support (described in the applicable Software Maintenance and Technical Support policy defined below).

**1.19 “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.

**1.20 “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.

**1.21 “Subscription Term”** means the finite time period during which either use of a Software Product is licensed or access to Cloud Services is provided as specified in the Quote.

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

**1.23 “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.

**1.24 “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.

**1.25 “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 2.2 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 (5) 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, 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 Hardware Products 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. 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, 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 and Cloud Services.**

##### **(a) Software.**

**(i)** 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 Software 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.

**(ii)** 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.

**(iii)** 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.

**(iv)** 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.

**(b) Cloud Services.** End User shall pay the applicable Price for the Cloud Services as specified in the applicable Quote and accepted Purchase Order hereunder. Except as otherwise specified herein or in a Quote, (i) Prices are based on Cloud Services purchased and not actual usage by Users, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of subscriptions purchased cannot be decreased during the relevant Subscription Term stated on the applicable Quote. Prices for Cloud Services are based on annual period(s) that begin on the Subscription Term start date and each anniversary thereof; therefore, fees for End User subscriptions added in the middle of a Subscription Term will be charged on a pro-rated basis for the remaining Subscription Term. All fees paid for Cloud Services are non-refundable.

**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 Cloud Service are deemed System Ready (as defined in the Cloud Services Agreement), or (v) 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.

**5.3 Termination for Convenience.** 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 or Software Maintenance and Technical Support term remains in effect at the time of termination. A termination for convenience shall have no impact on Purchase Orders for Subscription Terms and/or Software Maintenance and Technical Support terms provided by End User before the effective date of such termination.

**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 and/or Cloud Services, (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, 10 and 11 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 discontinuation 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. 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 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. Privacy; CCPA.**

**8.1 Protected Health Information.** This Section applies only to End Users regulated under state and federal laws regarding individually identifiable health information ("Protected Health Information" or "PHI") including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) and rules and regulations adopted in connection therewith ("HIPAA"). Vocera acknowledges that such End Users may be subject to various state and federal laws regarding the confidentiality and security of PHI, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) commonly known as HIPAA as well as the rules and regulations adopted and to be adopted in connection therewith. 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. If End User is deemed a "Covered Entity" and Vocera is deemed a "Business Associate" under applicable law, the parties shall be subject to the Business Associate Agreement which is mutually agreed to in writing by the parties. 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.

**8.2 Privacy and the CCPA.** "Personal Information" shall have the meaning set forth in the California Consumer Protection Act and its implementing regulations ("CCPA") and in other applicable laws, as the case may be. "Personal Information" shall not include PHI subject to the terms set forth in Section 8.1 above. Vocera will process, retain, use, and disclose Personal Information only as necessary to provide the Service and Products under this Agreement and as permitted under the CCPA or other applicable laws. Vocera agrees not to sell End User's Personal Information and agrees not to retain, use, or disclose End User's Personal Information for any commercial purpose other than providing the Service and Products under this Agreement to End User; provided, however that, Vocera may internally use the Personal Information as permitted under the CCPA or other applicable laws. Vocera will implement and maintain the reasonable security procedures and practices appropriate to the nature of the Personal Information it processes.

## **9. Defense of Certain Claims.**

**9.1 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 End User’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 the country where the primary use of the Product occurs.

**9.2 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.

**9.3 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.

**10. Damages Exclusions and Limitations.**

**WITHOUT PREJUDICE TO ANY OF THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, 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 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 10 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.

**11. General.**

**11.1 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:

<b>Notices to Vocera Accounts Receivable:</b>	
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:	408-882-5100
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>Checks:</b>	
Address:	Vocera Communications, Inc. Attention: Accounts Receivable P.O. Box 809087 Chicago, IL 60680-9087
<b>Domestic Wire Transfer:</b>	
To:	US BANK N.A.
Routing & Transit #:	121122676
For Credit Of:	Vocera Communications, Inc.
Credit Account #:	153497052594
By Order Of:	<i>Reference End User name, invoice number(s) or PO number(s)</i>
<b>International Wire Transfer</b>	
Pay To:	US BANK N.A.
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.

**11.2 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.

**11.3 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.

**11.4 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.

**11.5 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.

**11.6 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.

**11.7 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.

**11.8 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.

**11.9 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.

**11.10 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.

**11.11 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.

**11.12 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. Les parties conviennent et exigent expressément que ce Contrat et tous les politiques et documents qui s'y rapportent soient rédigés en anglais. 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.



**11.13 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.

**11.14 Insurance.** Vocera shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (ii) commercial automobile liability insurance with combined single limits of \$1,000,000 per accident for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance covering all employees as required by applicable law and employer's liability insurance subject to limits of \$1,000,000 per accident and \$1,000,000 per employee and policy limit for disease. At Customer's written request, certificates of insurance shall be provided by Vocera. To the extent permitted by applicable laws and regulations, Vocera shall be permitted self-insure to comply with these requirements.

**11.15 Screening of Certain Personnel.**

(a) Vocera obtains pre-employment background screening reports as a condition of employment. All pre-employment inquiries are limited to information that affects job performance and the workplace. Screening is conducted in accordance with applicable federal and state laws including the Fair Credit Reporting Act (FCRA). The screenings are by an outside agency. The screening report includes information concerning driving record, education records, and civil/criminal court records (over the last seven years).

(b) All employees that are expected to provide professional services at the End User site are required to take a standard drug urine test designed to detect casual drug use that occurred within the past seventy-two (72) hours. Testing is performed at Substance Abuse and Mental Health Services Administration (SAMHSA)-certified laboratories. The drug test is a ten panel test that includes and supplements the federally mandated (SAMHSA/DOT) five-drug panel. The ten panel screens for the presence of the following drugs and drug classes: amphetamines (amphetamine and methamphetamine), barbiturates (amobarbital, butalbital, pentobarbital, phenobarbital, and secobarbital), benzodiazepines, cocaine metabolite, marijuana metabolites, methadone, methaqualone, opiates (codeine and morphine), phencyclidine, and propoxyphene.

**11.16 Compliance with Disclosure Law.** To the extent required by law the following provision applies: End User and Vocera agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vocera further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Vocera shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Vocera that are necessary to verify the nature and extent of the costs charged to End User hereunder. Vocera further agrees that if Vocera carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (USD 10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

**11.17 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, officers, and shareholders (provided, however, that, if Vocera is publicly traded, the term "Vocera" shall not include shareholders owning publicly traded shares of Vocera).

**11.18 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.

**11.19 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.