Attachment 8
care.ai Platform Terms and Conditions

1.0   **Scope**. These care.ai Platform terms and conditions which includes any statements of work, exhibits, or appendices referenced herein, sets forth the terms and conditions of End User's use of the care.ai hardware and software-as-a-service provided by Vocera, including but not limited to: Equipment (as defined below), certain hardware as described in this Attachment 8, software, and AI algorithms and configurations; (collectively, the "*care.ai Platform*"); and (iii) the Care.ai Platform Services (defined below) and Professional Services (defined below) delivered by Vocera in connection with the care.ai Platform.

2.0   **Definitions**. The terms defined in this <u>Section 2.0</u>, whether used in the singular or plural, will have the meanings set forth below.

2.1   *"care.ai Platform Hardware"* means mobile cart stands, mobile cart monitors and mobile cart batteries.

2.2   "*care.ai Technology*" means the care.ai Platform and all technologies, methodologies, improvements and modifications and all related intellectual property developed or acquired by Vocera or its affiliates, prior to, during or after a relationship with End User, (whether or not such is used by End User in connection with the performance of care.ai Services for End User); provided, care.ai Technologies do not include End User Data or End User's Confidential Information.

2.3   "*care.ai Platform Services*" means Vocera's hosting of the care.ai Platform and provision of the care.ai Platform via the internet.

2.4   "*care.ai Services*" means collectively the Care.ai Platform Services (including the hosting of the care.ai Platform) and the Professional Services (if any) provided by Vocera to End User pursuant to a Statement of Work related to the care.ai Platform.

2.5   "*End-User Data*" means any and all data, content, and information processed through, uploaded, or submitted by End User to the care.ai Platform; provided, End User Data does not include Generated Data. Any Intellectual Property Rights in connection with End User Data shall be the exclusive property of End User.

2.6   "*Equipment*" means the Vocera's autonomous monitoring sensors, mounts and related cables. Equipment includes any operating system software installed on the Equipment by Vocera.

2.7   "*Generated Data*" means any non-personally and non-client identifiable data that has been generated by a Vocera device, firmware or software during the course of its normal operations and is specific to the functionality and performance of Vocera devices, platforms and solutions and is used by Vocera for the purpose of improving the functionality and performance of care.ai Services.

2.8   "*Intellectual Property Rights*" has the meaning set forth in Attachment 2.

2.9   "*Professional Services*" for purposes of this Attachment 8 means the professional services to be provided to End User by Vocera in a SOW agreed by the Parties in writing relating to the care.ai Services.

2.10 "*Sites*" means End User's physical locations identified on any applicable SOW relating to the care.ai Services.

2.11 "*Statement of Work*" or "*SOW*" means for purposes of this Attachment 8, a statement of work mutually agreed to by the Parties in writing that is made a part hereof, that references this Agreement and sets out care.ai Services to be provided by Vocera together with other obligations and responsibilities of each Party.

3.0 **Designated Contacts**. Each Party will identify one (1) individual to serve as the representative for such Party in connection with the care.ai Services (each, a "*Designated Contact*"), as may be replaced from time to time upon written notice to the other Party. Client may appoint different Designated Contacts for each Site. The Designated Contacts will: (i) work to cause each Party to perform in a timely and workmanlike manner the performance obligations of each Party; and (ii) use commercially reasonable efforts to cause each Party to conduct the Parties' activities pursuant to such SOW in a cooperative and good faith manner. As set forth in an SOW or as otherwise mutually agreed to by the Parties in writing, the Designated Contacts shall establish regular status reports and progress reviews attended by representatives of each Party, which representatives shall be authorized to make decisions and work to resolve any issues with the care.ai Services.

4.0 **Services; Installation**.

4.1 **Services**. Vocera shall provide the care.ai Services to End User as set forth in this Agreement and as further described in the applicable Statement of Work. Additional tasks and care.ai Services that Vocera may agree to perform for the benefit of End User may be added to this Agreement by the mutual execution of additional SOW(s), or existing SOWs may be modified by the addition of subsequent tasks, from time to time, by mutual written agreement of the Parties. Each Statement of Work will incorporate all of the terms and conditions of this Agreement, in addition to the specific details of the care.ai Services set forth in the Statement of Work.

4.2 **Entry to End User Sites**. End User agrees to allow Vocera (and its respective personnel) to enter the End User Sites during normal business hours to perform necessary activities related to the installation, maintenance, inspection, repair, replacement or disconnection of the care.ai Platform and the care.ai Services. End User will allow Vocera to make attachments and connections that are necessary to provide the care.ai Services. If End User is not the owner of the premises to be entered, End User must supply proof that End User is authorized to allow work to be done on such premises.

4.3 **Installation and Configuration**. Under each SOW, Vocera may provide to End User certain installation, and/or configuration services necessary for End User to access and use the care.ai Services. Any such installation configuration services shall be deemed to form part of the care.ai Services under this Agreement and any fees for such services will be set forth on the applicable Quote and SOW.

4.4 **Access Grant; Restrictions**. Vocera hereby grants, and End User hereby accepts a limited, non-exclusive, non-transferrable, right to access and use the care.ai Platform solely in connection with the care.ai Services and solely at the Sites listed in the applicable SOW. As between the Parties, all right, title, and interest in the care.ai Platform and any Updates, Upgrades or modifications thereof, are the property of Vocera. Except as expressly permitted in this Agreement, End User shall not, and shall not permit others to, (a) use, modify, copy, or otherwise reproduce the care.ai Platform in whole or in part; (b) reverse engineer,

decompile, disassemble, or otherwise attempt to derive the care.ai Platform, any source code form or structure of the such care.ai Platform; (c) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for purposes similar to a service bureau, or otherwise transfer such care.ai Platform or it's right to use such care.ai Platform; or (d) remove any proprietary notices or labels on such care.ai Platform. Any Client Software provided to End User as part of the care.ai Platform Services shall be governed by the End User License Agreement in Attachment 4 to this Agreement.

4.5   **Suspension**. Vocera reserves the right, at any time, to deactivate or suspend End User's access to the care.ai Platform if Vocera has reason to believe that End User's use of the care.ai Platform Services violates this Agreement or otherwise creates a security risk to Vocera or its systems or those of any third party, provided that Vocera shall provide End User with prior written notice of any such deactivation/suspension as soon as reasonably possible under the circumstances, including a detailed description of the alleged violation.

4.6   **Support Services**. During the Term, Vocera will provide support services for the care.ai Platform in accordance with support service terms attached hereto as <u>Exhibit A</u> ("***care.ai Support***").

4.7   **Updates; Upgrades**.   Vocera may provide upgrades, modifications, improvements, enhancements, extensions, new releases, and other changes to the care.ai Platform and the care.ai Services, in its discretion (collectively "***Updates***"), and therefore the care.ai Services may be continually evolving. Vocera may make all Updates available to End User when they become generally available. Vocera has no obligation to issue any Updates. Any upgrades or modifications, improvements and other changes that provide substantial new functionality to the care.ai Platform of the care.ai Services ("***Upgrades***") may be separately licensed by Vocera for an additional fee. The determination of which constitutes an Update and any Upgrades shall be at Vocera's sole discretion.

5.0   **End User Obligations**.

5.1   **End User Obligations**. It is understood that Vocera's ability to perform and deliver care.ai Services in accordance with the applicable SOW is dependent upon End User's provision of information, approvals, and compliance with and performance of End User's obligations within timelines/deadlines set forth in the applicable SOW, including, e.g., as applicable, providing Vocera with timely, complete and sufficient access to End User Data, providing access to appropriately skilled End User personnel, as well as compliance with timing, requirements, lead times, scheduling and other related matters which will impact the project plans, delivery schedule and other matters associated with the care.ai Services, as well as prompt responses to Vocera's questions and requests as necessary for Vocera to complete the Services. End User acknowledges and agrees that Vocera shall not be liable for any failure or delays in performing the care.ai Services if and to the extent such failure or delay is caused by End User's failure to provide the information, approvals or other cooperation necessary pursuant to its obligations under the applicable SOW to allow Vocera to perform its obligations under the applicable SOW.

5.2   **Data Format**. End User Data must be provided in a format that conforms to the relevant format specifications provided by Vocera. End User is solely responsible for the accuracy and integrity of End User Data it provides to Vocera. Vocera is entitled to and will rely upon the accuracy and completeness of End User Data and all other data, material responses, and other information furnished to it by or on behalf of End User, without any independent

investigation or verification, unless otherwise expressly provided in the applicable SOW. End User may not upload or transmit any End User Data to Vocera (via the care.ai Services or otherwise) unless End User has the right and authority for such upload or transmission. Vocera reserves the right to remove any End User Data that violates this Agreement and may refuse to utilize any End User Data that Vocera determines in good faith fails to meet the required format specifications. Vocera has no obligation to make use of any End User Data or other materials provided by or on behalf of End User if Vocera reasonably believes the same to infringe on a third party's Intellectual Property Rights, provided that Vocera notifies End User in advance without delay in the event that Vocera makes such determination.

5.3 **Title to Equipment**. Vocera shall at all times retain title to the Equipment, and End User shall not represent otherwise to any person or entity. End User shall not change or remove any insignia or lettering that is on the Equipment or that is thereafter placed thereon indicating Vocera's ownership thereof; and at any time during the term of this Agreement, upon request of Vocera, End User shall affix to the Equipment, in a prominent place, labels, plates or other markings supplied by Vocera stating the owner of the Equipment. End User acknowledges that this Agreement does not confer on End User any rights to use Vocera's graphic designs, copyrights, trademarks, trade dress, trade secrets, know-how or any other Intellectual Property Rights owned or controlled by Vocera that is not expressly included in the definition of "Confidential Information" or "Equipment."

5.4 **Care and Use of Equipment**. Vocera shall maintain and service the Equipment as described as provided under this Agreement. In all other respects, except for damage or repairs due to the acts or omissions of the Vocera or its employees, agents or contractors, End User at its own cost and expense shall maintain the Equipment in good operating condition, repair and appearance, and End User shall protect the same from deterioration, other than normal wear and tear. End User shall use the Equipment in the regular course of business only, within its normal capacity, without abuse, and in the manner contemplated by the Parties as of the date of this Agreement. End User shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use and operation of the Equipment, and shall not make any modification, alteration or addition to the Equipment. Neither End User nor its employees, agents or representatives shall tamper with, disassemble, revise, engineer or otherwise examine the manual workings of the Equipment. If through the negligence of End User or the breach of this Agreement by End User repairs are required of Vocera then End User shall reimburse Vocera for all reasonable costs incurred by Vocera in making such repairs or performing such maintenance.

6.0 **Warranties**.

6.1 **Vocera Warranties**. Vocera warrants that: (a) the care.ai Platform (including any related Equipment but excluding care.ai Accessories and care.ai Hardware) shall materially perform as described in the documentation and specification related to the care.ai Platform provided by the Vocera during the applicable subscription term indicated in the corresponding SOW; and (b) all care.ai Services will be provided by trained, qualified personnel and in accordance with the terms of this Agreement. Vocera further warrants care.ai Hardware is free from defects in materials and workmanship for one (1) year from shipment to the End User. If any care.ai Hardware or Equipment fails to function in accordance with the foregoing applicable warranties during the applicable subscription term for such Equipment (as provided in the corresponding SOW) or during the first year from shipment of care.ai Hardware, as applicable, End User shall promptly notify the Vocera in writing of such warranty claims and shall cooperate in the investigation of such claims. If the Equipment or care.ai Hardware is proven to not conform with the foregoing warranty during the applicable warranty period, Vocera

shall, at its exclusive option, either repair or replace the non-conforming Equipment or care.ai Hardware, as applicable, or refund the amounts paid by End User for each non-conforming Equipment or care.ai Hardware during the time such Equipment or care.ai Hardware was non-conforming. Vocera shall have no obligation under the warranty set forth above if the End User: (i) fails to notify the Vocera in writing during the applicable subscription term for such Equipment or care.ai Hardware of a non-conformity; (ii) uses, misuses, or neglects the Equipment or care.ai Hardware in a manner inconsistent with the product's specifications or use or maintenance directions; or (iii) modifies the Equipment or care.ai Hardware, or improperly installs, handles or maintains the Equipment or care.ai Hardware. End User shall not service, repair, modify, alter, replace, reverse engineer or otherwise change the care.ai Platform (including the related Equipment). The Parties intend that the End User's remedies with regards to non-conforming Equipment or care.ai Hardware under this Section 6.1 are the End User's exclusive remedy for the events specified therein.

6.2   **Disclaimer**. EXCEPT AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. END USER ACKNOWLEDGES AND AGREES THAT THE CARE.AI PLATFORM IS PROVIDED "AS IS" AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED AND DISCLAIMED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USE OF TRADE.

6.3   **Internet Transmissions**. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY CONSEQUENCES WHATSOEVER OF THE OTHER PARTY'S CONNECTION TO OR USE OF THE INTERNET, AND NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY USE BY THE OTHER PARTY OR ITS AUTHORIZED USERS OF ANY INTERNET CONNECTION IN VIOLATION OF ANY RULE, LAW OR REGULATION.

7.0   **Ownership of Intellectual Property**.

7.1   **Intellectual Property**. Notwithstanding anything to the contrary herein, as between the Parties, Vocera and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the care.ai Platform and the Vocera Technology, including all associated Intellectual Property Rights. Vocera will not obtain any ownership right, title or interest in the End User Data. Vocera shall have a royalty-free, worldwide, irrevocable perpetual license to use and incorporate into the care.ai Services any suggestions, enhancement requests, recommendations or other feedback provided by End User. Vocera may place copyright, trademark and/or other proprietary notices, including hypertext links, on or in the care.ai Services or the care.ai Platform. Vocera and its licensors and suppliers reserve all rights not expressly granted.

7.2   **Generated Data**. End User agrees that Vocera may monitor use of the care.ai Platform (including the Equipment and care.ai Services), by End User and its users and collect and use Generated Data, including to compile information related to the provision, operation or use of, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Vocera may use and make publicly available, Generated Data to the extent and in the manner permitted under applicable Law. Vocera owns Generated Data, and End User grants Vocera a non-exclusive, perpetual, irrevocable,

transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display End User Data incorporated within the Generated Data. Vocera shall retain title to all Generated Data and End User shall have no right or access to the same.

8.0   Term and Termination.

   8.1   Effect of Termination.

      8.1.1   Continuation of Statements of Work. If the terminating Party terminates some but not all Statements of Work, whichever shall be applicable, then the terms of this Agreement and the applicable Statements of Work will remain fully effective for the purposes of fulfilling performance and exercising rights thereunder for the remainder of the Term. The parties further acknowledge and agree that termination of any SOW will not affect the validity of any remaining SOWs.

      8.1.2   Return of Equipment; Deletion of care.ai Technology. Following the expiration or termination of this Agreement or any Statements of Work, End User must return any applicable Equipment, materials, or care.ai Platform components provided by Vocera to End User that are no longer under agreement to Vocera, as instructed by Vocera, or End User will be charged for the Equipment. In connection with the foregoing, End User, to the extent necessary, shall provide Vocera and its personnel (at Vocera's sole cost) reasonable access to the Site(s) in order to allow Vocera to remove any applicable Equipment, materials, or care.ai Platform components provided by Vocera to End User. Vocera and End User shall work together to establish a mutually agreeable time and date for End User to return and Vocera to remove such Equipment and materials, provided such date shall be within thirty (30) days of the applicable expiration or termination unless otherwise agreed to in writing by Vocera. Failure to return any Equipment, materials, or care.ai Platform components provided by Vocera to End User in accordance with this Section or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of an Equipment fee that may be substantial. End User must also cease use of the care.ai Platform and any related hardware, software and components provided therewith and immediately delete such software from End User's systems.

9.0   Survivability. The following sections of this Attachment 8 will survive the expiration or termination of this Agreement for any reason: 2 ("Definitions"), 5.3 ("Title"), and 7 ("Ownership of Intellectual Property").

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement (this "*SLA*") governs the support services for the care.ai Platform Services and is subject to all of the terms and conditions of the Agreement. Vocera may update, amend, modify or supplement this SLA from time to time, and any such modification will take effect (a) in accordance with the provisions stated therein or (b) if not stated therein, when posted. The terms and conditions of this SLA are solely applicable to the care.ai Platform Services. Capitalized terms used herein but not otherwise defined will have their respective meanings set forth in the Agreement. In the event of any conflict between this SLA and the Agreement, the terms of this SLA will govern.

1.   **care.ai Support.** Vocera's care.ai Support efforts are intended to address non-conformities of the care.ai Platform or care.ai Platform Services to the applicable care.ai product documentation. Care.ai Support is also intended to address non-conformities of care.ai Platform Services to the user documentation provided as a part of the care.ai Platform Services. The initial term for care.ai Support starts on the date the care.ai Platform is Deployed (as defined below) and continues for the duration of End User's subscription to the care.ai Platform. "*Deployment*" means, with respect to each piece of Equipment, the point at which such Equipment has been installed at a designated Site, configured in accordance with applicable documentation, and is capable of actively transmitting data to and from the care.ai Platform. Equipment shall be deemed Deployed once it is installed, operational, and available for use by End User, regardless of whether the associated functionality is actively utilized by End User at that time.

The following table provides a summary of the care.ai Support offering.

Table 1: Vocera care.ai Support		
care.ai Platform Maintenance	care.ai Updates	
care.ai Technical Support Incidents	Unlimited	
Number of care.ai Designated Support Contacts	Up to 5	
Support Availability (Telephone, Web Portal and Email) *Note that Email is not monitored after hours and on holidays.*	Severities 1 & 2 Errors: 24 hours, 7 Days, 365 Days weekends and holidays	Severities 3 & 4 Errors: Business Days from 8am – 5pm EST only in End User's time zone
Telephone Support Numbers	(888) 918-0377	
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Email Support Address	support@care.ai	
Web Portal Support URL	[End User name].care.ai	

2.   **Care.ai Support Scope**.

(a)   Care.ai Support includes only care.ai Technical Support for the care.ai Platform and/or care.ai Platform Services 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 care.ai Platform components not manufactured by Vocera from End User's own internal resources,

or from another third-party supplier. Third party software integrated into the care.ai Platform is covered by Technical Support for purposes of this SLA.

(b)   As a precondition to Vocera's care.ai Support obligations hereunder, End User must arrange to provide support for End User's personnel and agents. "*care.ai User Support*" means providing training, assistance and support to users of the care.ai Platform or care.ai Platform Services as applicable. care.ai User Support includes answering Vocera user questions and resolving problems that can be resolved by reading the applicable care.ai documentation as specified in Table 2(f) below. 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 care.ai User Support providers on a fee basis at Vocera's then current rates and subject to mutually agreed terms and conditions.

(c)   As a precondition to Vocera's care.ai Support obligations hereunder, End User must arrange to provide internal support for the operation of the care.ai Platform. This "c*are.ai Operational Support*" includes Vocera systems administration, provisioning the technical infrastructure required to support the care.ai Platform and verifying problems reported by Vocera users. care.ai Operational Support provides information and support on a range of product configurations, set-up issues, backup and restore procedures, usage and basic care.ai Platform troubleshooting, and information pertaining to the care.ai Platform. care.ai's 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 care.ai 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.

(d)   "*care.ai Technical Support*" means support for those care.ai Incidents (as defined below) involving the care.ai Platform that could not be resolved by care.ai Operational Support. For purposes of this Section, care.ai 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) Equipment, including the functioning of the Equipment, the creation of workarounds for defects in the embedded software, or the creation of modifications to the Equipment that enable the temporary or permanent resolution of an Incident as feasible.

(e)   Vocera provides care.ai Technical Support during the hours specified for in Table 1 above. Such care.ai Technical 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.

(f)   To obtain care.ai Support, End User's care.ai Designated Support Contact must report the details of the problem to Vocera at the contact information appearing in Table 1 above, including the details of the care.ai Operational Support process that failed to resolve the problem (a "*care.ai Incident*"). "*care.ai Designated Support Contact*" is defined as any authorized administrator or user of the care.ai Platform Services that has been provided in writing to Vocera.

Table 2(f): End User and Vocera Responsibilities for cre.ai Platform Services			
Customer System Administrator Support Responsibilities	**Customer System Administrator Operational Support Responsibilities**	**Responsibilities of Individual User**	**Vocera Technical Support Responsibilities**
• Configure new and replacement	• Verify problems reported by Vocera users and collect	• Consult with care.ai Technical Support through written	• Troubleshoot issues with the care.ai Platform Services

Authorized Client Devices • Troubleshoot basic issues, including use, configuration • Setting up new users • Maintain user profiles • Respond to user questions regarding how to use care.ai Platform capabilities • Identify users needing additional training • Database add/change/deletes • Use Vocera reports to assess system utilization and success for individuals and department • Ensure users use appropriate attachments for the care.ai Platform •	information regarding the reported problem • Attempt to resolve the reported problem by referring to Product Documentation, Support knowledge base and other support materials • Submit support tickets to Vocera Technical Support at the contact information defined in Section 1 (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.	communication for any technical issues • Upload logs to aid care.ai Technical Support in addressing any technical issues. • Maintain underlying operating system revisions to the latest compatible version on client devices. • Update applicable software to the latest released version available on the relevant app store.	• Resolve problems and research questions which cannot be answered through reference to the applicable care.ai documentation and other support materials. • "**Change Requests**" refer to customer-initiated requests to modify, enhance, extend, or reconfigure the behavior, workflows, rules, templates, adapters, integrations, mappings, or clinical logic of the Software or Cloud Services, including but not limited to the Engage software solution. Change Requests do not constitute Incidents and are not covered under Severity-based response time commitments. • Change Requests fall into two categories: (a) Support-Eligible Change Requests ("Operational CRs"), which are requests that are minor in scope, configuration-based, and require less than four (4) hours of effort to complete and test, and do not alter clinical workflow or impact regulated medical device interoperability. These requests may be completed by Vocera Technical Support on a commercially reasonable efforts basis and are not

			subject to Severity SLAs; and (b) Project Change Requests ("**Project CRs**"), which are requests that exceed the scope of Support, require design effort, impact workflow, require interoperability validation, or otherwise involve more than four (4) hours of effort. Project CRs would require a separate Professional Services Statement of Work. For such requests, Vocera Technical Support will notify End User that the request is outside the scope of Support and will refer the request to the End User's Account Team for project scoping. Project Change Requests may be subject to additional fees in accordance with a mutually agreed Statement of Work. Vocera reserves the right, in its discretion, to determine whether any Change Request qualifies as Support-Eligible or requires project scoping. Support has no obligation to complete Change Requests classified as Project CRs.

The provider of care.ai 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 applicable care.ai documentation and care.ai User Support training and materials; and (iv) to escalate the problem to care.ai Operational Support pursuant to the procedures below, if the problem cannot be resolved.	The provider of care.ai Operational Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with care.ai 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 applicable care.ai documentation and support materials, to escalate the Incident to care.ai Technical Support.		Care.ai Technical Support has these general obligations: (i) collect and record details of the Incident; (ii) work with End User's care.ai 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 Table 7, Error Response by Severity Level.

3. **Conditions to Delivery of care.ai Support**. Vocera's delivery of care.ai Support is subject to and conditioned on the following:

(a) End User must obtain care.ai User Support and care.ai Operational Support as provided above.

(b) End User must appoint a minimum of two (2) individuals, up to the maximum specified in Table 1 above, for End User's care.ai Support , to serve as the care.ai Designated Support Contacts between End User and Vocera. A care.ai Designated Support Contact should understand the care.ai Platform 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 care.ai Designated Support Contacts may escalate technical support requests to Vocera. Vocera reserves the right to reject technical support calls from individuals other than care.ai Designated Support Contacts. End User will provide Vocera in writing with the name and contact information of each care.ai Designated Support Contact and will notify Vocera promptly of any changes in End User's list of care.ai Designated Support Contacts. E-mail sent to support@care.ai will satisfy the foregoing notification requirements.

(c) Before escalating a problem to Vocera, End User's staff must escalate the problem internally to a care.ai 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.

(d) To help Vocera ensure that the care.ai Platform meet the highest quality standards, End User will notify Vocera of any material failure, malfunction or error that End User detects in the care.ai Platform, as soon as reasonably possible of detecting the issue, and will provide Vocera with information to assist with determination and analysis of the problem.

(e) End User will assign one of the care.ai Designated Support Contacts as a project manager responsible for success of Deployment and on-going user satisfaction with the care.ai Platform. 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 the care.ai Platform, (ii) regular audits that

include evaluation of user behavior and skills with the care.ai Platform and assessment of user satisfaction with the care.ai Platform, (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,

(f) End User shall ensure that the care.ai Platform 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 care.ai Platform versions, server operating system updates and maintenance, antivirus update and maintenance, regular review and analysis of system logs, and regularly scheduled back-ups.

4. **Determination of Error Severity and Response Times for care.ai Platform Services**.

(a) During the applicable subscription term of the care.ai Platform, End User may submit a report to Vocera specifying care.ai Errors in the care.ai Platform or care.ai Platform Services which End User requests to have corrected. "*care.ai Error*" means a verifiable and reproducible failure of the care.ai Platform to conform in a material respect to the applicable documentation. When an Error has been identified through care.ai 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 Table 4(a) below:

Table 4(a): care.ai Error Response by Severity Level[1]		
Severity Level	**Description**	**Cloud Services Operational Action Time**
Severity 1	Care.ai Platform Services outage for multiple Vocera customers or degradation of critical functionality such that all Vocera customers of care.ai Platform Services are unable to effectively use the service.	Provided End User reports the care.ai Incident via <u>telephone</u> through Vocera's Telephone Support Numbers, Vocera will contact End User within 1 hour of receipt of notice of the Incident.
Severity 2	Care.ai Platform Services outage at End User facility only or degradation of critical functionality such that multiple users at End User's facilities are unable to effectively use the service.	Vocera will contact End User within 4 hours* of receipt of notice of the Incident.

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

Severity 3	Degradation of critical functionality such that one user at End User's facility is unable to effectively use the service.	Vocera will contact End User within 24 hours* of receipt of notice of the Incident.
Severity 4: Non-Critical	Severity 4 means the reported issue or request has no material impact on system functionality or user productivity. This includes cosmetic behavior, informational inquiries, expected behavior clarification, or issues where a workaround exists and normal operations continue. Severity 4 also includes non-incident requests such as configuration changes, workflow adjustments, template modifications, data corrections, or other administrative or Change Requests that do not involve a failure of the Software or Cloud Services to conform to Documentation.	Vocera will contact End User within 48 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.

(b)   Response Time objectives for Severity 1 Errors apply to care.ai Incidents logged 7x24, and Response Time objectives for Severity 2-3 apply to care.ai 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 care.ai Platform. 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 care.ai Incident and to isolate any defects the care.ai Platform. 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 care.ai Incident database to review the status of End User's Incidents.

5.   **Service Level Commitment for care.ai Platform Services**.

(a)   "*care.ai Scheduled Uptime*" is defined as 24 hours a day, 7 days a week, less downtime arising from (i) scheduled preventive maintenance (which Vocera will use best efforts to schedule between 12:00 am and 5:00 am EST), (ii) circumstances beyond Vocera's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Vocera employees), Internet service provider failures or delays, or denial of service attacks, (iii) inaction, error, abuse, or misapplication of the care.ai Platform by End User or its Users; (iv) failures of End User's Operating Environment; or (v) emergency maintenance, including applying urgent patches, replacing hardware, or any other urgent maintenance deemed necessary by a third-party vendor to protect and maintain the security and integrity of the Care.ai Platform Services. Vocera will make reasonable efforts to make the care.ai Platform Services available during the applicable subscription term with a monthly uptime of at least 99.9% of care.ai Scheduled Uptime. In the event the actual monthly uptime percentage ("*care.ai Actual Uptime*") is below 99.9% during any calendar month during the applicable

subscription, End User will be eligible to receive a non-refundable credit, calculated as the number in the table below multiplied by the applicable annual subscription fee and divided by three hundred sixty-five (365). The credit is applicable to fees otherwise chargeable for subsequent subscription term.

Care.ai Actual Uptime	*Service Level Credit*
At least 99.9%	0
At least 98%	1
At least 97%	3
At least 95%	5

(b)   If care.ai Actual Uptime is less than 95%, End User may elect, in its discretion, one (but not both) of the following: (a) a Service Level Credit of 30 or (b) to terminate the current subscription term and receive a refund of amounts prepaid for the balance of such term. Notifications by End User pursuant to this provision must be made in writing within five (5) days following the conclusion of the applicable calendar month and will be reflected on the invoice for the next renewal term of such care.ai Platform Services. The rights of End User set forth in this Section shall be End User's sole and exclusive remedy under this SLA and the Agreement for any unavailability of the care.ai Platform Services or non-performance by Vocera to provide the care.ai Platform Services in accordance with service level and uptime commitments specified above.