

Attachment 5
Cloud Services Agreement
Territory: United States and Canada

1. Introduction. This Cloud Services Agreement (this “**Cloud Agreement**”) sets forth the provisions under which Vocera is willing to grant to End User, for a term access to services provided by Vocera the Cloud Serves as provided herein and in an applicable Quote.

2. Definitions. Defined terms used in this Cloud Agreement, but not defined herein, are defined in the Supplemental Terms and Conditions in Attachment 2. In this Cloud Agreement, the following terms have the following meanings:

2.1. “Cloud Services” has the meaning set forth in Attachment 2.

2.2. “Designated Person” means those persons designated by a Patient or by such Patient’s parent, legal representative, authorized healthcare surrogate, attorney-in-fact, guardian or other legal caretaker who has signed a written consent on his or her behalf, as applicable, to utilize the Subscription Cloud Services in a consent form signed by the Patient. Designated Person applies to Ease Cloud Services only.

2.3. “End User Data” means all electronic data or information submitted by End User or its Users to the Subscription Cloud Services.

2.4. “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2.5. “Patient” means a medical patient undergoing a medical procedure or stay at a facility operated by End User who has signed a written consent or for whom a parent, legal representative, authorized healthcare surrogate, attorney-in-fact, guardian or other legal caretaker has signed a written consent on his or her behalf, authorizing End User to utilize the Subscription Cloud Services during the Patient’s medical procedure and pertaining to such Patient’s medical procedure to one or more Designated Persons. Patient applies to Ease Cloud Services only.

2.6. “Subscription Term” means the finite time period during which a Cloud Service is provided as specified in the Quote.

2.7. “System Ready” means that Vocera has provided End User with an “Implementation Report” documenting the initial configuration of the Cloud Services and at which point, the Cloud Services are deemed to be accessible for purposes of invoicing and payment.

2.8. “Users” means individuals who are authorized by End User to use the Cloud Services, for whom subscriptions to the Subscription Cloud Service have been ordered, and who have been supplied user identifications and passwords by End User (or by Vocera at End User’s request). Users may include but are not limited to End User’s employees, consultants, contractors and agents, Patients, Designated Persons and other third parties with which End User transacts business.

3. Provision of Cloud Services. Vocera shall make the Subscription Cloud Services available to End User’s Users solely for use related to End User’s internal business purposes pursuant to this Agreement and the relevant accepted Purchase Orders during the applicable Subscription Term. Unless otherwise specified in the applicable Quote, Cloud Services are purchased based on the number of Staffed Beds at each End User Facility using Cloud Services during the Subscription Term. **“Staffed Beds”** is defined as the number of beds available for use by End User patients as reported in the most recent Medicare cost report submitted by End User. Vocera will use third party data reporting services, such as Definitive Healthcare, at the time of the Quote issuance to determine the number of Staffed Beds for the Subscription Term. If the number of Staffed Beds increases during the Subscription Term because a Facility has been added to the Cloud Services, End User agrees to promptly submit a Purchase Order for additional subscriptions to be added during the applicable Subscription Term. Such additional subscriptions shall be at the same pricing as the pre-existing subscriptions thereunder, prorated for the remainder of the Subscription Term in effect at the time the additional subscriptions are added, and the added subscriptions shall terminate on the same date as the pre-existing Subscription Term.

4. Use of Cloud Services.

4.1. Vocera’s Responsibilities. Vocera shall: (i) provide Support Services for the Cloud Services to End User as described in the Support Policy; (ii) make Cloud Services available as described in this Cloud Services Agreement; and (iii) provide Cloud Services only in accordance with applicable laws and government regulations.

4.2. End User's Facilities and Users. End User shall be responsible for providing the required environment for the Cloud Services, including, without limitation, preparation of any mobile devices and provision of Wi-Fi access and/or data plan coverage at End User's facilities. End User shall be responsible for downloading and installing the Client Software for the Cloud Services on a secure mobile device and configuring mobile devices as may be necessary. End User's Use of the Client Software are subject to the terms and conditions of the EULA attached hereto as Attachment 4. End User shall monitor all Users utilizing Cloud Services to ensure continuous compliance with these terms and any training provided to End User by Vocera. End User shall be solely responsible for its User's failure to comply with these terms, training provided by Vocera, or any applicable state and federal laws.

4.3. End User's Warranties. End User warrants that it will not intentionally upload a file containing Malicious Code into Cloud Services or otherwise intentionally breach End User's responsibilities set forth herein. End User shall (i) be responsible for the accuracy, quality and legality of End User Data and of the means by which End User and its Users acquired the End User Data; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Services, and notify Vocera promptly of any such unauthorized access or use; and (iii) use the Cloud Services only in accordance with the applicable Product Documentation and applicable laws and government regulations. End User shall not (a) sell, resell, rent or lease the Cloud Services; (b) use the Cloud Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (c) use the Cloud Services to store or transmit Malicious Code; (d) interfere with or disrupt the integrity or performance of the Cloud Services or third-party data contained therein or the servers or networks connected to the Cloud Services; (e) attempt to gain unauthorized access to the Cloud Services or their related systems or networks; or (f) circumvent any technological measure provided from time to time to control access to or limit use of the Cloud Services. *Violation of any of the foregoing is a material breach hereof*

5. Subscription Cloud Services Warranties and Disclaimers.

5.1. Vocera's Warranties.

Vocera warrants that:

- (i) Vocera shall provide the Cloud Service to End User substantially in accordance with the Product Documentation and the service level commitments set forth in the Support Policy;
- (ii) the functionality of the Cloud Services will not be materially decreased during a Subscription Term;
- (iii) Vocera will perform the Services in a timely, diligent, professional, and workmanlike manner by competent professionals who possess the proper degree of skill, care, training and experience consistent with industry standards; and
- (iv) Vocera will not transmit Malicious Code to End User, provided, it is not a breach of this subpart (v) if End User is the original source of a file containing Malicious Code.

End User must provide written notice to Vocera of any breach of the foregoing warranties no later than thirty (30) days after End User becomes aware of such breach, or the right to assert such claim will be deemed waived. For any breach of a warranty above, End User's sole and exclusive remedies shall be the limited remedies set forth in the Support Policy or as provided in Section 5.2 of Attachment 2 (Termination by End User for Cause).

5.2 Warranty Exclusions. Vocera makes no warranty and accepts no responsibility for failures in Services due to: (a) deficiencies in or the late delivery of information or material required from End User; (b) non-conformities of End User systems to specifications in the Product Documentation or 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 the Support Policy 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 Subscription Terms and Conditions and Vocera's published policies applicable to the Services.

5.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS 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) TO THE EXTENT ALLOWED BY APPLICABLE LAW.

6. Data Storage for Ease Cloud Services.

6.1. Data Storage Option. For Ease Cloud Services, if the Quote includes Data Storage, then such storage will occur for the duration of the elected storage length as provided in the Quote. Upon expiration of the Agreement End User may request that Vocera clear all the data, subject to End User's payment of any applicable fees.

6.2. Disclaimer. VOCERA MAKES NO GUARANTEES AS TO THE CONTINUOUS AVAILABILITY OF DATA STORAGE SERVICES AND END USER ACKNOWLEDGES AND AGREES THAT ALL SUCH SERVICES ARE PROVIDED THROUGH AMAZON WEB SERVICES®. BY EXECUTING THIS CLOUD SERVICES ATTACHMENT END USER AGREES TO RELEASE AND HOLD VOCERA HARMLESS FROM ANY LOSS OF DATA OR LOSS OF ACCESSIBILITY TO DATA.

7. Defense of Claims Against Vocera. End User, at its own expense, will defend Vocera and its affiliates from or settle any third party claim, suit or proceeding brought against Vocera to the extent it is based upon: (a) End User's and its agents' and affiliates' (collectively, "**End User Group**") use of the Cloud Services in a manner that violates the law; and (b) any infringement of a third party's intellectual property rights resulting solely and exclusively from End User's use of the Cloud Services in combination with any software or mobile device owned by End User Group. End User will indemnify and hold Vocera harmless from all amounts (i) awarded by a court of competent jurisdiction in such matter (including damages, costs and fees) or (ii) agreed in a settlement to which End User has assented in writing. The foregoing is contingent on Vocera providing End User prompt written notice of any such claim or action and giving End User full information and assistance in connection with defending and/or settling such claim, at End User's sole expense. End User 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.