

**Attachment 4**  
**End User License Agreement**  
**(Revision M)**  
**Territory: United States and Canada**

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

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

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

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

**8. Service Monitoring and Analyses.** Vocera may (i) compile statistical and other information related to the performance, operation and use of its Products and Services, including any Software, and (ii) use data from your use of the Products and Services in aggregated, de-identified form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Service Analyses will not incorporate your Confidential Information in a form that could serve to identify

you or any individual or any Protected Health Information and will be stripped of all persistent identifiers (such as device identifiers, IP addresses and cookie IDs). Vocera retains all intellectual property rights in Service Analyses.

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

**10. U.S. Government Users.** The Software is a "commercial item" consisting of "commercial computer software" and the Product Documentation is a "commercial item" consisting of "commercial computer software documentation," as such terms are used in 48 C.F.R. 2.101 and 48 C.F.R. 12.212. Under 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 to 227.7202-4, U.S. Government Users acquire the Software and Product Documentation only with the rights set forth therein.

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