



**Master Purchase Agreement for Vocera Solutions  
Territory: United States and Canada**

**This Master Purchase Agreement for Vocera Solutions** (this “Agreement” or “Master Purchase Agreement”) is made by and between Vocera Communications, Inc., a Stryker company, on behalf of itself and its corporate affiliate(s) (“Vocera”), and the end user identified below (“End User”). The facilities included within End User, if any, are specified in Attachment 1.

- Preamble.** Vocera offers, and End User wishes to procure, certain Voice and Messaging products, including hardware, software, and related services, on the terms stated herein.
- Term and Termination.** This Agreement is effective as of the effective date specified below and shall remain in effect until terminated in accordance with the termination provisions of Section 5 (Termination) of Attachment 2.
- Attachments.** This Agreement includes and incorporates the attachments indicated below and attached hereto:

<i>Attachment</i>	<i>Title</i>
1	End User Contact Information; End User Facilities
2	Supplemental Terms and Conditions US and Canada
3	Badge Products Limited Warranty US and Canada (Voice only)
4	End User License Agreement US and Canada
5	Cloud Services Agreement US and Canada
6	Software Maintenance and Technical Support US and Canada
7	Professional Services Agreement

The parties have expressly requested and required that the Agreement and all other related policies and documents, listed at paragraph 3 herein and attached hereto, 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, énumérés au paragraphe 3 du Contrat et ci-joints, soient rédigés en anglais. If a version of the Agreement and/or related policies and documents exists in a different language, the English language version shall prevail to the extent of any inconsistency.

Vocera may from time to time post revised versions of Attachments 3 through 6 which will bear updated version numbers and which will take effect (a) in accordance with the provisions stated therein or (b) if not stated therein, when posted. Any variations set forth in the attachments hereto will, however, continue in effect to the extent applicable, except that the latest version of the Third-Party Software requirements as defined in the End User License Agreement and posted at [www.vocera.com/legal](http://www.vocera.com/legal) will prevail to the extent of any inconsistency.

- Governing Law.** This Agreement is governed by the laws of Delaware, excluding its principles of conflicts of laws. In any claim hereunder, the parties consent to the non-exclusive jurisdiction of, and venue in, the federal courts situated in Delaware. This consent to jurisdiction and venue supersedes any contrary provisions in any attachments to this Agreement. The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to this Agreement.

**In witness whereof**, the parties have caused this Agreement to be executed by their duly authorized representatives as of \_\_\_\_\_ (“Effective Date”).

Vocera Communications, Inc., a Delaware corporation	_____ (“End User”), a _____ corporation
By:	By:
Printed Name/Title:	Printed Name/Title:
Date:	Date:

**Attachment 1**  
**End User Contact Information; End User Facilities**

**1. Legal Notices and Other Communications.**

Legal notices to Vocera shall be made in accordance with the Supplemental Terms and Conditions attached to this Agreement. Legal notices and other communications to End User shall be directed as follows:

<b>End User:</b>	
<b>Address:</b>	
<b>Attention:</b>	
<b>Telephone:</b>	
<b>Email:</b>	

**2. Additional End User Facilities.**

The following End User facilities (“Facilities”) are entitled to order Products and Services hereunder. End User may provide written notice to Vocera of any new facility that comes under the control of End User during the Term and such facility shall thereupon be deemed a Facility. Any previously designated Facility no longer under End User’s control shall no longer be deemed a Facility and End User agrees to provide written notice of such event to Vocera.

Legal Name	Doing Business As	City, State

**Attachment 2**  
**Supplemental Terms and Conditions for Vocera Solutions**  
**(Revision L)**  
**Territory: United States and Canada**

1. **Definitions.** Capitalized terms used herein shall have the same meaning given them in this Section 1 or other agreements to which Vocera has agreed in writing, 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. The 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 an End User License Agreement applicable to the Software Products and attached to this Master Purchase Agreement.

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.

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 for the length of the copyright in the associated Software, subject to the termination provisions of the EULA.

1.13 **“Price”** means the price of a Product 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://pubs.vocera.com/docportal/index.html>.

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

**1.17 “Quote”** means an outstanding Vocera firm 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 [www.vocera.com/legal](http://www.vocera.com/legal) 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 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 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 an 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 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 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 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. 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. 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. 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 discontinuance 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 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. 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. The 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 Vocera’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 ONE HUNDRED FIFTY PERCENT (150%) OF 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 facsimile or 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 3030 Orchard Parkway San Jose, CA 95134
Telephone:	408-882-5100
Facsimile:	408-882-5101
E-mail:	vcaccountsreceivable@stryker.com
<b>Other Notices to Vocera:</b>	
Address:	Vocera Communications, Inc. Attention: Law Department 3030 Orchard Parkway San Jose, CA 95134
Telephone:	408-882-5990
Facsimile:	408-882-5901
E-mail:	vclegal@stryker.com
<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 3030 Orchard Parkway San Jose, CA 95134
<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 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/DOIT) 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 and 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.



**Badge Products Limited Warranty (“Limited Warranty”)  
(Revision O)  
Territory: United States and Canada**

**1. Standard Warranty.**

**a. Standard Warranty.** Vocera warrants that the wireless communication badges, smartbadges, telephones, batteries and battery chargers sold by Vocera (“Devices”) conform substantially to the specific applicable materials listed under “Documentation” at [www.vocera.com/legal](http://www.vocera.com/legal) and are free from defects in materials and workmanship for one year from shipment to the original end user who purchases the Devices (“End User”). Vocera further warrants that clips, lanyards and other such accessories sold by Vocera for use with the Devices (“Accessories” and, together with Devices, “Hardware”) are free from defects in materials and workmanship for 3 months from shipment to the End User. This Limited Warranty applies only to the End User. The End User must provide written notice to Vocera that any Hardware is not as warranted no later than 10 business days following expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, at its option and to the extent permitted by law, Vocera will at no charge either: (1) repair or replace the Hardware with functionally equivalent new, previously opened, or refurbished parts and replacements or (2) refund the net price paid to Vocera for the original Hardware. The repaired or replacement Hardware is warranted for the remaining warranty term of the original Hardware. The obligations hereunder are conditioned upon the End User obtaining a Return Materials Authorization (RMA) and returning the defective Hardware in accordance with Section 4 (Return Materials Authorization) below. The replacement Hardware becomes the property of the End User and the Hardware replaced becomes the property of Vocera.

**b. Optional Extensions of Standard Warranty.** End User may purchase optional warranty extensions for the Standard Warranty for Devices as offered by Vocera from time to time, but only if End User purchases such warranty extension at the same time as End User purchases the Device. Upon such purchase, End User’s Standard Warranty as set forth in Section 1(a) above shall extend for the applicable time increment beyond the initial one year warranty term for such Devices as described in the Standard Warranty above.

**c. Standard Warranty Exclusions.** The Standard Warranty does not apply and is void with respect to: (a) cosmetic damage, (b) product that has been improperly installed or maintained, (c) costs of any installation or deinstallation, (d) Hardware not manufactured or supplied by Vocera, (e) failures or defects caused by misuse, abuse, accidents, physical damage, abnormal operation, improper handling and storage, neglect, exposure to fire, fluids, biological waste, hazardous materials, use of chemicals outside of Vocera’s equipment cleaning guidelines, excessive moisture or dampness, extreme changes in climate or temperature, spills of food or liquids, or alterations, (f) problems caused by the End User network (e.g., connectivity, coverage or other signal reception problems), (g) floods, (h) acts of God, (i) riots, (j) Hardware from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible, (k) Hardware operated outside published environmental parameters, (l) performance of Hardware in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with Vocera Devices), (m) any Hardware which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (n) engraving; (o) Accessories and materials subject to normal wear and tear, or (p) other circumstances beyond the reasonable control of Vocera.

**2. Customer Care Warranty Option for B3000 and B3000n Badges Only.**

**a. Option to Add Customer Care Warranty.** In addition to the Standard Warranty provided above, Vocera offers an optional Customer Care Warranty coverage solely for B3000 and B3000n badges (“B3 Badges”) which are accidentally damaged in normal use (“Accidental Damage”). The Customer Care Warranty option may only be purchased for the same duration as the Standard Warranty for such badge (e.g. End User may only purchase a two year Customer Care Warranty extension if End User has purchased a two year Standard Warranty Extension).

**b. B3 Customer Care Warranty Coverage.** Under the B3 Customer Care Warranty, Vocera shall either repair or replace each B3 Badge that has Accidental Damage where, as a result of such Accidental Damage, the B3 Badge no longer conforms substantially to the applicable Documentation. If Vocera determines replacement of the badge is necessary, the replacement badge shall consist of a functionally equivalent and new or refurbished B3 badge. The repaired or replacement badge is warranted under the Customer Care Warranty for the remaining warranty term of the original badge. This Customer Care Warranty applies only to the End User. The End User must provide written notice to Vocera that it plans to return any B3 badge covered under this Customer Care Warranty no later than 10 days following

expiration of the applicable warranty period, or the right to assert such claim will be deemed waived. The obligations hereunder are conditioned upon the End User obtaining a Return Materials Authorization (RMA) and returning the defective or damaged B3000 badge in accordance with the Vocera Badge Products RMA policy detailed below. The foregoing states End User's sole and exclusive remedy for under the B3000 Customer Care Warranty.

**c. B3 Customer Care Warranty Exclusions.** The Customer Care Warranty does not apply and is void with respect to: (a) any damage caused by intentional abuse, exposure to fire, biological waste, hazardous materials, use of chemicals outside of Vocera's equipment cleaning guidelines or acts of God; (b) cosmetic imperfections of the external components that do not affect functionality or operation of the badge; (c) costs of any installation or deinstallation of the badge; (d) badges from which warranty stickers, electronic serial numbers and/or serial labels have been removed, altered or rendered illegible; (e) badges operated outside published environmental parameters; (f) nonfunctional performance of badges which occurs when the badge is used in combination with other items not manufactured or supplied by Vocera (unless designated by Vocera as compatible with B3 Badges); (g) B3 Badges which has been opened, repaired, modified or altered by anyone other than Vocera or a Vocera authorized service center, (h) engraving; or (i) batteries, battery charges, Accessories or any other hardware not manufacture or supplied by Vocera. Vocera reserves the right to refuse to repair or replace any badge which Vocera reasonably believes is not covered by the Customer Care Warranty, and in such event will notify End User and provide End User with the option to either have Vocera return the badge to End User at End User's expense or dispose of the badge.

**d. Excessive Returns.** If the total number of B3 Badges returned by End User exceeds 25% of the total number of B3 Badges for which End User has purchased Customer Care Warranty coverage ("Return Limit"), then Vocera reserves the right to charge End User \$120 for each returned badge that is in excess of the Return Limit. By way of clarification, the Return Limit does not apply to products covered by the Standard Warranty set forth in Section 1 above.

### 3. Disclaimer.

**EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, AS APPLICABLE, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS LIMITED WARRANTY IS PROVIDED ON THE BASIS THAT THE END USER IS PURCHASING THE HARDWARE FOR THE PURPOSES OF A BUSINESS, AND NOT FOR HOUSEHOLD OR CONSUMER USE. VOCERA'S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER. IF ANY CONDITION OR WARRANTY IMPLIED BY LAW IN RELATION TO THE SALE OR SUPPLY OF GOODS WHICH CANNOT LAWFULLY BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT IS BREACHED THEN, TO THE EXTENT PERMITTED BY LAW, END USER'S REMEDY IN RESPECT OF SUCH CONDITION OR WARRANTY IS LIMITED, AT VOCERA'S OPTION, TO THE SOLE AND EXCLUSIVE REMEDY STATED IN THE APPLICABLE WARRANTY CLAUSE ABOVE.**

### 4. Return Material Authorization (RMA).

**a.** End Users supported by a Reseller should contact the Reseller directly for instructions.

**b.** End Users supported directly by Vocera should request a Return Material Authorization (RMA) number by logging into the Technical Support Portal at: [www.vocera.com/support](http://www.vocera.com/support) and opening an RMA case. Alternatively, End Users may open a RMA case by calling Technical Support using the contact information posted at [www.vocera.com/contact-us](http://www.vocera.com/contact-us). Upon authorization of the return, the End User will be provided with an RMA number which will be valid for thirty (30) days from the date of issuance. Full instructions, including diagnostic criteria and information regarding eligible warranty returns, are available on the Vocera Technical Support Portal. Assistance in using the Vocera Technical Support Portal may be obtained by sending an email to [support@vocera.com](mailto:support@vocera.com).

**c.** Once an RMA number is issued, please properly package the equipment being returned and label the outside of the package with the assigned RMA number. End User will be provided with a shipping address when an RMA is authorized. End User is responsible for shipping charges (including shipping insurance) to return products to Vocera. Vocera is responsible for shipping charges to return to End User any products repaired or replaced in accordance with the applicable warranty (including Customer Care provisions, if applicable). Repaired or replace Vocera



badges will be in reset to a default state of the then-current Vocera firmware release for the badge. Product returned to Vocera without an active RMA number, or product which does not match the RMA case details or does not qualify for warranty support may be returned to the End User by Vocera as is and without repair.

**5. Updates.**

If Vocera hereafter posts any new or modified version of this Limited Warranty, such new or modified version will apply to products ordered subsequent to the date of such posting.

**Attachment 4**  
**End User License Agreement**  
**(Revision L)**  
**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.

**2. License.**

(a) **Server Software.** Subject to the terms and conditions of this EULA, Vocera grants you the non-exclusive right to (i) install and run (“Use”) the Server Software on computer systems (each, a “Server Computer”) located at End User’s Facilities in the geographic territory designated above (“Territory”); (ii) to Use the Client Software in conjunction with Authorized Client Devices and such Server Computers; and (iii) for pilot licenses for certain Software provided on a trial basis, use such Software for the limited term specified by Vocera in writing. You may Use the standard Server Software on one primary Server Computer (or a primary cluster of computers suitably configured for productive use of the Server Software). You may install backup copies of the Server Software on backup Server Computers to provide redundancy in the event of failure of the primary Server Computer(s) but, unless you have acquired additional licenses or a failover license from Vocera, you may not run such backup or additional copies concurrently with the primary copies. Vocera grants you the right to use the applicable License Key issued by Vocera only to enable Use of the Server Software in conjunction with the licensed Server Computers. Server Software may be licensed for a Subscription Term as specified in the Quote.

(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.

**3. Title and Ownership.** The Software is licensed, not sold to you by Vocera and Vocera reserves any rights not expressly granted to you. Except for the licenses granted herein, all right, title, and interest in the Software and Product Documentation, including without limitation all patent rights, copyrights and other intellectual property rights thereto, is retained by Vocera and its Licensors. You (including your permanent and temporary employees and subcontractors) may run the Software and use the corresponding Product Documentation subject to the restrictions herein solely for your internal business purposes. You shall ensure that your employees, subcontractors and other agents who have access to the Software are made aware of the terms hereof.

**4. Term and Termination.** If End User’s Quote indicates that the Software is licensed for a Subscription Term or otherwise refers to a Billing Period of fixed period of time, then such Software shall be considered licensed for such fixed Subscription Term. Any Software not specifically licensed for a Subscription Term or other limited term (e.g. a pilot license) is licensed for a Perpetual Term. Notwithstanding the foregoing, Vocera has the right to terminate this EULA immediately without notice from Vocera if you fail to cure a material breach of this EULA within 30 days following your receipt of written notice of the breach. Upon expiration or

termination of this EULA, you shall cease using and shall destroy the Software and any Product Documentation and all copies thereof including any updates or upgrades.

**5. Restrictions.** Various licenses offered by Vocera differ in certain limits as set forth in the Quote or otherwise specified in writing by Vocera (the "Limits"), including limits on (i) the number of user profiles and/or concurrent users permitted, (ii) the hardware resources (e.g., number of Authorized Client Devices or communication ports) supported, or (iii) the features enabled. You may not (a) Use the Server Software on or from any platform other than the Server Computers, (b) Use the Client Software on or from any platform other than the Authorized Client Devices, (c) Use the Software in a manner exceeding such Limits, (d) Use the Software so as to circumvent any technological measure provided from time to time to control access to or limit its Use, or (e) Use the Software other than as contemplated by the Product Documentation; provided, that the foregoing does not apply to the extent that such activities are expressly permitted by law notwithstanding this prohibition. You agree not to duplicate or disclose to third parties any License Key issued by Vocera without Vocera's prior written consent. The Software may not be transferred, nor the rights granted hereunder assigned, to a third party except that, subject to payment to Vocera of its standard fee in effect from time to time, the Software and License Key may be transferred and this license assigned to a corporate affiliate so long as the original and all surviving copies are transferred to such affiliate and such affiliate agrees in writing to be bound hereby. The Software and Product Documentation may not be (A) rented, leased or lent to third parties; (B) used in any jurisdiction outside the Territory or imported into any jurisdiction except in compliance with all applicable laws of the Territory and such jurisdiction; or (C) made available to third parties as part of any time-sharing or service bureau arrangement. You may not, and may not attempt or encourage or permit any third party to: (I) copy, modify, translate, adapt, market, sublicense or make derivative works from all or any portion of the Software or Product Documentation, or reverse engineer, reverse compile, disassemble or decompile the Software or any portion thereof except, and only to the extent, that such activity is expressly permitted by law notwithstanding this limitation; or (II) use the Software in violation of any local, state, national, foreign or international statute, regulation, treaties or other laws. Notwithstanding the foregoing, you may make a reasonable number of copies of the Server Software solely for archival or disaster recovery and subject to the restrictions imposed by copyright law. You agree to reproduce product identification, copyright and other proprietary notices of Vocera and Licensors on all copies. Your rights are only as expressly stated herein. There are no implied rights to Use, distribute, modify or reproduce the Software. ***Violation of any of the foregoing is a material breach hereof.***

**6. No Warranty.** Software errors are likely. Maintenance and support services for the correction of Software errors are available separately from Vocera or an authorized reseller and, therefore, no warranty or condition of any kind for the Software, either express, implied or statutory, is provided under this EULA. Vocera's resellers have no authority to make any representations or commitments on behalf of Vocera or to modify, in any respect, this EULA, any of its provisions or any rights hereunder. The Software includes speech recognition features implemented by means of statistical processes that are inherently subject to error. You are responsible for confirming the suitability of the Software for your specific application, monitoring your use of the Software and providing for the handling and/or correction of such errors. **ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.**

**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 annunciating 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. 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.

**10. 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 [www.vocera.com/third-party-software](http://www.vocera.com/third-party-software) 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 [www.vocera.com/legal](http://www.vocera.com/legal). Any such revisions posted as of the date of installation of a Software update or new offering are effective immediately upon installation.

**Attachment 5**  
**Cloud Services Agreement**  
**(Revision C)**  
**Territory: United States and Canada**

***YOU MAY NOT ACCESS OR USE VOCERA CLOUD SERVICES UNLESS YOU AGREE TO THESE PROVISIONS.***

***BY ACCESSING OR USING ANY VOCERA CLOUD SERVICES YOU AGREE TO ALL OF THESE PROVISIONS.***

**1. Introduction.** This Cloud Services Agreement (this “Cloud Agreement”) 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, 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 words and expressions have the following meanings:

2.1. “**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.

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 utilized the Subscription Cloud Services in a consent form signed by the Patient.

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.

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 licensed or staffed hospital beds End User has at its Facilities (“Licensed Beds”) or stretchers for any affiliated Facilities. End User agrees to notify Vocera if the number of Licensed Beds increases during the Subscription Term. If the number of Licensed Beds increases during the Subscription Term, 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 the Cloud Services.

4.1. **Vocera’s Responsibilities.** Vocera shall: (i) provide support for the Cloud Services to End User as further described in the Support Terms applicable to the Cloud Services at no additional charge; (ii) make the Cloud Services available as described in the Support Terms; and (iii) provide the 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 the 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 the 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 Terms;
- (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 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 Terms or as provided in Section 5.2 of Attachment 2 (Termination by End User for Cause).

**1.2 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 Terms and Vocera's published policies applicable to the Services; or (e) the lack of reasonable cooperation on End User's part as required under these Subscription Terms and Conditions and Vocera's published policies applicable to the Services.

**1.3 Changes to Cloud Services.** Subject to the foregoing warranties, 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 Cloud Service or to discontinue any Cloud Service; provided, however, End User agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Vocera regarding future functionality or features. Releases by Vocera of additional applications or increases of functionality may be deemed by Vocera, at its sole discretion, to constitute a new module. Modules, if any, are not included with this purchase. Modules may be offered by Vocera at a later date and for such fee established solely by Vocera.

**1.4 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.**

**6.1. Data Storage Option.** 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 does not conform with this Agreement, including but not limited to the sending of content that may be deemed offensive or inappropriate; (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; (c) any text messages, photos, videos or other communications sent by End User Group to a third party through the Cloud Services; and (d) any Claim relating to, or arising from, any HIPAA violation committed by End User Group or breach of the Business Associate Agreement by End User in its use of Cloud Services. 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.

**Attachment 6**  
**Software Maintenance and Technical Support Policy**  
**(Revision S)**  
**Territory: United States and Canada**

**1. Preamble & Definitions.** This Software Maintenance and Technical Support Policy (the “Support Policy”) governs the provision by Vocera Communications, Inc., a Stryker company (“Vocera”) of certain software maintenance and technical support services for Vocera’s Clinical Communication offerings, including Cloud Services (“Support”) and any on site assistance pursuant to Section 8 below (“On-Site Assistance”), all as described below and purchased by an end user customer (“End User”) from either Vocera or Vocera’s authorized reseller (“Reseller”). Vocera provides Support for the Software, including Client Software used in conjunction with Authorized Client Devices and/or Cloud Services as part of End User’s Operating Environment as further described in Section 4 below. As used in these Support Terms:

- **“Authorized Client Devices”** means the Vocera wireless communication badges (for Voice Communications Systems) or other Vocera supported client devices (e.g. certain third-party smartphones) that work with the Software and/or Cloud Services. As part of Support, Vocera will support hardware issues relating to Vocera manufactured Authorized Client Devices and endeavor to assist End User with the use of the Software and/or Cloud Services on third party manufactured Authorized Client Devices, but except as specified at [www.vocera.com/about-us/legal/third-party-products-legal-documents](http://www.vocera.com/about-us/legal/third-party-products-legal-documents), Vocera is not responsible for or obligated to provide hardware support for such Authorized Client Devices not manufactured by Vocera.
- **“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.
- **“Customer Hosted Software (CHS)”** means certain Server Software provided by Vocera and hosted on server computers located at an End User facility, including Server Software for Vocera’s Alarm Management, Care Team Synchronization, Clinical Workflow Engine, Collaboration Suite, Engage, Messaging Platform, and Voice offerings.
- **“Designated Support Contact”** is defined as: for Customer Hosted Software: as specified in Table 2.1; and for Cloud Services: Any authorized administrator or user of the Cloud Services.
- **“Documentation”** means the specific materials listed under “Documentation” at [vocera.com/legal](http://vocera.com/legal), as updated by Vocera from time to time.
- **“Operating Environment”** means, as applicable, End User’s servers, WLAN and other hardware and software supplied directly to End User by third party vendors (i.e., exclusive of hardware and software embedded in the products supplied by Vocera) or software developed by End User.
- **“Product”** means one of the Vocera provided Authorized Client Devices or Software products included in End User’s System. By way of clarification, Cloud Services are addressed separately from, and not included within the definition of, “Product.”
- **“Services”** means, as the context requires in this Software Maintenance and Technical Support attachment, Support and On-Site Assistance.
- **“Software”** means the software licensed by Vocera pursuant to an End User License Agreement, in object code form only, for use with the System. “Software” is limited to software hosted by End User or on devices owned by End User and does not include software utilized by Vocera to provide the Cloud Services.



- **“Software Updates”** means the Software releases, service packs, build updates or emergency fixes released from time to time in accordance with the Vocera’s update policy for such Software.
- **“System”** means the combination of the Vocera Software, Authorized Client Devices and End User’s Operating Environment. “System” includes Customer Hosted Software but does not include Vocera Software hosted by Vocera as part of the Cloud Services.

All other capitalized terms not otherwise defined in these Support Terms shall have the meanings provided in the applicable End User License Agreement, Supplemental Terms and Conditions, Cloud Services Agreement or Badge Products Limited Warranty. If Vocera hereafter posts any new or modified version of these Support Terms at [www.vocera.com/legal](http://www.vocera.com/legal), such new or modified version will apply to maintenance and support renewal terms that begin subsequent to the date of such posting.

**2. Support Offerings.** Vocera’s Support efforts are intended to address non-conformities of the Software or Cloud Services to the Documentation. Support is also intended to address non-conformities of the Cloud Services to the user documentation provided as a part of the Cloud Services.

**2.1 Customer Hosted Software:** There are two types of Support Offerings for Customer Hosted Software licensed on a perpetual basis: Standard and Premier. Customer Hosted Software licensed on a subscription basis includes Premier Support. For the Engage software solution, Vocera offers Premier Support but not Standard Support. Table 2.1 details the differences between the Standard and Premier Support. The Quote for the Support Offering will list the service level provided. End User may change End User’s Support Offering the next time End User either purchases a renewal Support term or increases the number of perpetual user licenses.

<b>Table 2.1: Customer Hosted Software Support Offering Details</b>		
	<b>Support Offering / Service Level</b>	
	<b>Standard</b>	<b>Premier</b>
Type of license: Perpetual Term	Available	Available
Type of license: Subscription Term	Not Available	Included
Software Maintenance	Software Updates	Software Updates
Technical Support Incidents	Unlimited	Unlimited
Support Availability (Telephone and Email)	All severities: 8am – 5pm in End User’s time zone (PT, MT, CT, ET, GMT), excluding U.S. weekends and holidays	Severity 1: 24 hour, 7 Day, 365 Days; Severities 2-3: 8am – 5pm in End User’s time zone, excluding U.S. weekends and holidays
Number of Designated Support Contacts	2 to 3	2 to 5
Number of Designated RMA Contacts	Up to 1	Up to 1 per site
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Telephone Support Numbers	See <a href="http://www.vocera.com/solutions-support">www.vocera.com/solutions-support</a>	
Email Support Address	<a href="mailto:vcsupport@stryker.com">vcsupport@stryker.com</a>	
Web Support URL	<a href="http://www.vocera.com/support">www.vocera.com/support</a>	

**2.2 Cloud Services:** For Cloud Services, Vocera’s Support efforts consist of the following:

**2.2.1 Vocera Secure Texting Only**

<b>Table 2.2.1: Vocera Secure Texting Offering</b>	
	<b>Support Offering / Service Level</b>
	<b>Standard</b>
Support Availability (Email)	8am-5pm Pacific Time, excluding weekends and holidays
Email Support Address	<a href="mailto:CustomerHelp@vocera.com">CustomerHelp@vocera.com</a>
Web and Mobile Support	Hosted or Local VST help accessible through client

## 2.2.2 All Other Cloud Services

Cloud Services Maintenance	Cloud Services Updates	
Technical Support Incidents	Unlimited	
Number of Designated Support Contacts	Up to 5	
Support Availability (Telephone and Email) <i>Note that Email is not monitored after hours and on holidays.</i>	Severity 1 & 2 Errors: 24 hours, 7 Days, 365 Days weekends and holidays	Severity 3 & 4 Errors: Business Days from 8am – 5pm EST only in End User’s time zone
Telephone Support Numbers	See <a href="http://www.vocera.com/support">www.vocera.com/support</a>	
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Telephone Support Numbers	See <a href="http://www.vocera.com/solutions-support">www.vocera.com/solutions-support</a>	
Email Support Address	<a href="mailto:vcsupport@stryker.com">vcsupport@stryker.com</a>	
Web Support URL	<a href="http://www.vocera.com/support">www.vocera.com/support</a>	

### 3. Support Term and Fees.

**3.1 For Perpetual Term Software.** If End User has licensed the Software for a Perpetual Term, then

End User shall receive Support and Software Updates upon payment of a Support fee. For Support under this Section, the initial term starts on the date the applicable Vocera Software license is activated (either by shipment of a License Key or other means) and ends twelve (12) months following such shipment date. Software provided under a lease agreement between the parties may set forth a different initial term. To renew End User’s Support, Vocera must receive a Purchase Order from Reseller or End User, as the case may be, prior to the expiration of the initial term or any subsequent term (“Anniversary Date”). Upon Vocera’s acceptance of the Purchase Order, Vocera must receive payment for such renewal term prior to the Anniversary Date. If payment is not received by the Anniversary Date then the Support will terminate. Vocera reserves the right to charge a reinstatement fee if Support is terminated for more than 60 days. Vocera has the right in its sole discretion to refuse to reinstate Support following such termination. Any reinstatement will be contingent upon the conditions to delivery of Support contained in Section 5 of these Support Terms being satisfied at the time the reinstatement is to begin. If End User so requests, Vocera will propose assistance to satisfy these conditions on a fee basis subject to a mutually agreed statement of work prior to reinstatement of the terminated Support. All renewal terms are calculated from the applicable Anniversary Date, regardless of when End User chooses to renew or reinstate. All renewal terms are for 12 months, except as separately specified in a lease between the parties. Vocera will not increase the Support Offering price charged to End User for a one-year renewal term by more than five percent (5%) per year over the price charged to End User in the immediately preceding term, for the same covered Products and Support Offering.

**3.2 For Cloud Services and other Subscription Term Software.** If End User has subscribed to Cloud Services or licensed any Software for a Subscription Term, Support is included with the subscription fee for the Software and/or Cloud Services without any additional charge to End User. For Support for a Subscription Term license, the initial term for Support starts on the issuance date of the applicable Vocera Software License Key, completion of deployment of Software, or the date the Cloud Services offering are deemed to be System Ready (as defined in the Cloud Services Agreement), and continues for the duration of End User’s Subscription Term for the Software and/or Cloud Services.

**3.3 Additional Users and Products for Perpetual Term Software.** If End User has licensed the Software for a Perpetual Term, and subsequently purchases licenses for additional users or Products (an “Expansion”) above and beyond End User’s original configuration (“Original Configuration”), End User will be charged a fee for Support of such Expansion. This fee will cover one (1) year of Support of the Expansion, and when Vocera next issues a Quote for a one-year renewal of Support for the Original Configuration, such Quote will include an extension of Support for all such intervening Expansions so as to make their Support terms co-terminous with the Anniversary Date of Support for the Original Configuration. After End User’s term for the Original Configuration expires, End User must pay all such amounts for extending Support for both the term of the Original Configuration and all Expansions, or Vocera shall have the option to suspend Support for the Original Configuration and such Expansions.

#### **4. Technical Support Scope.**

**4.1** Support includes only Technical Support for the Software and/or Cloud Services used in conjunction with the Authorized Client Devices and requires that End User arrange to receive support for non-Vocera products (such as the wireless LAN, middleware, PBX, and integrated clinical systems) or hardware issues relating to Authorized Client Devices not manufactured by Vocera from End User’s own internal resources, or from another third-party supplier. Third party software integrated into the Vocera Software is covered by Technical Support for purposes of this Section 4.

**4.2** As a precondition to Vocera’s Support obligations hereunder, End User must arrange to provide support for End User’s personnel and agents. “User Support” means providing training, assistance and support to users of the Vocera Software or Cloud Services as applicable. User Support includes answering Vocera user questions and resolving problems that can be resolved by reading the Documentation as specified in Table 4.6(a) and 4.6(b) as applicable. Usually this level of support is provided by End User’s own internal resources, or may be provided by a third party. If requested, Vocera will provide training to such User Support provider on a fee basis at Vocera’s then current rates and subject to mutually agreed terms and conditions.

**4.3** As a precondition to Vocera’s Support obligations hereunder, End User must arrange to provide internal support for the operation of the Vocera Products with the System. This “Operational Support” includes Vocera systems administration, provisioning the technical infrastructure required to support Vocera and verifying problems reported by Vocera users. Operational Support provides information and support on a range of product configurations, set-up issues, System backup and restore procedures (except in the case of Cloud Services, Vocera shall be responsible for System backup and restore procedures as they relate to the Cloud Services), usage and basic System troubleshooting, and information pertaining to the Software. Operational Support may be provided by the End User’s own resources or by a qualified third-party. If requested, Vocera will provide training to such Operational Support provider on a fee basis at Vocera’s then current rates 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.

**4.4** “Technical Support” means support for those Incidents involving Customer Hosted Software that could not be resolved by Operational Support. For purposes of this Section, Technical Support includes recommendations on: (a) Software, including telephone consultation to assist the End User’s installation of the supported Software, functions and operation of the supported Software, the creation of workarounds that enable the temporary or permanent resolution of an Incident; (b) Authorized Client Devices, including the functioning of the Authorized Client Devices, the creation of workarounds for defects in the embedded software, or the creation of modifications to the Authorized Client Devices that enable the temporary or permanent resolution of an Incident as feasible. For Vocera Secure Texting only, support is typically provided by email and web services rather than telephonically.

**4.5** Vocera provides Technical Support during the hours specified for the Support Offering purchased (see Section 2.1 or 2.2 above, as applicable). Such Support, unless stated, does not include installation assistance, addition of new integrated systems or adapters, new functionality that requires a platform/adaptor

upgrade, training and on-site support. Such additional services may be purchased on a fee basis at Vocera’s then current rates and subject to mutually agreed terms and conditions.

**4.6** To obtain Support, End User’s Designated Support Contact must report the details of the problem to Vocera at the contact information appearing in Section 2, including the details of the Operational Support process that failed to resolve the problem (an “Incident”).

**Table 4.6(a): End User and Vocera Responsibilities for Customer Hosted Software**

End User Support Responsibilities	End User Operational Support Responsibilities	Vocera Technical Support Responsibilities
<ul style="list-style-type: none"> <li>• Configure new and replacement Authorized Client Devices</li> <li>• Troubleshoot basic Authorized Client Device issues, including use, configuration, and clearing the data store</li> <li>• Respond to user questions regarding how to use Vocera capabilities</li> <li>• Identify users needing additional training</li> <li>• Set up new users</li> <li>• Maintain user profiles</li> <li>• Database add/change/deletes</li> <li>• Use Vocera reports to assess system utilization and success for individuals and department</li> <li>• <b>For Voice Communications Only:</b> Administer RMA process</li> <li>• Ensure users use appropriate Authorized Client Device attachments</li> <li>• Coach users on how to improve speech recognition</li> </ul>	<ul style="list-style-type: none"> <li>• Respond to System administration questions on how to use the applicable Vocera administrative Console to manage users, groups, permissions, locations etc.</li> <li>• Verify problems reported by Vocera users and collect information regarding the reported problem</li> <li>• Attempt to resolve the reported problem by referring to Vocera Documentation, Support knowledge base and other support materials</li> <li>• As Designated Support Contacts, submit Support trouble tickets to Vocera Technical Support at the contact information appearing in Table 2.1, 2.2.1 or 2.2.2 (as applicable)</li> <li>• Submit log files if requested by Vocera</li> <li>• To enable Vocera to diagnose and resolve issues, support use of (a) WebEx, Screenmeet, Securelink or VPN or (b) for the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solutions, Engage Remote Support and Platform Remote Support. The “Engage Remote Support” and “Platform Remote Support” options are an alternate remote connectivity solution. For these solution, a remote connection is established using a SSH tunnel over port 22 to remote support servers. This access enables Vocera support engineers to remotely connect to the Engage or Platform server(s) at the hospital.</li> <li>• Troubleshoot Authorized Client Device connectivity issues, including capturing wireless traces if required to diagnose problems</li> <li>• Validate that End User’s Operating Environment will support the Vocera Products</li> <li>• Assist and direct the troubleshooting of Authorized Client Devices including the setup and configuration of any systems required to program or configure such devices.</li> </ul>	<ul style="list-style-type: none"> <li>• Troubleshoot issues with the Vocera Products, including performance within End User’s Operating Environment after the issues have been validated by End User’s Operational Support</li> <li>• Resolve problems and research questions which cannot be answered through reference to Documentation, Support knowledge base and other support materials</li> <li>• Inform End User of new releases and service packs, and advise on installation process</li> <li><b>For Voice Communications Only:</b></li> <li>• Assist End User in troubleshooting Authorized Client Device connectivity issues and speech recognition issues, in conjunction with End User’s wireless services resources. Assist in interpreting wireless traces and other diagnostic information captured by the End User</li> <li>• Provide warranty service for Vocera devices</li> <li><b>For Engage and Platform 6 (versions 6.0 versions 6.0 and later until Vocera announces otherwise) Software Solutions Only:</b></li> <li>With a minimum of two (2) weeks’ notice and subject to scoping by Vocera and the licenses purchased by the End User: additions and modifications to beds, departments, devices, rules, conditions, filters, workflow pages, staff assignment configuration, and adapter settings, system settings that will take less than four (4) hours to complete and test. Such changes must comply with customer’s purchased licensing.</li> </ul>

<p>The provider of User Support has the following general obligations: (i) to collect and record details regarding the reported problem; (ii) to verify and reproduce the problem; (iii) to resolve the problem if possible, by reference to Documentation and User Support training and materials; and (iv) to escalate the problem to Operational Support pursuant to the procedures below, if the problem cannot be resolved.</p>	<p>The provider of Operational Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with User Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved by reference to Vocera Documentation and support materials, to escalate the Incident to Vocera Technical Support. In the case of such escalation to Vocera Technical Support for Vocera Products other than Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solutions, the provider of Operational Support is responsible for applying any software or firmware fixes provided by Vocera.</p>	<p>Vocera Technical Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with End User's Operational Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved to provide a work-around or fix per the guidelines in Table 7, Error Response by Severity Level.</p>
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**Table 4.6(b): End User and Vocera Responsibilities for Cloud Services**

<b>Customer System Administrator Support Responsibilities</b>	<b>Customer System Administrator Operational Support Responsibilities</b>	<b>Responsibilities of Individual User</b>	<b>Vocera Technical Support Responsibilities</b>
<ul style="list-style-type: none"> <li>• Configure new and replacement Authorized Client Devices</li> <li>• Troubleshoot basic Authorized Client Device issues, including use, configuration</li> <li>• Setting up new users</li> <li>• Maintain user profiles</li> <li>• Respond to user questions regarding how to use Vocera capabilities</li> <li>• Identify users needing additional training</li> <li>• Database add/change/deletes</li> <li>• Use Vocera reports to assess system utilization and success for individuals and department</li> <li>• <b>For Voice Communications Only:</b> Administer RMA process</li> <li>• Ensure users use appropriate Authorized Client Device attachments</li> </ul>	<ul style="list-style-type: none"> <li>• Verify problems reported by Vocera users and collect information regarding the reported problem</li> <li>• Attempt to resolve the reported problem by referring to Vocera Documentation, Support knowledge base and other support materials</li> <li>• Submit support tickets to Vocera Technical Support at the contact information defined in Section 1 (as applicable)</li> <li>• Coordinate Submission of log files if requested by Vocera</li> <li>• Troubleshoot Authorized Client Device connectivity issues, including capturing wireless traces if required to diagnose problems</li> <li>• Validate that End User's Operating Environment will support the Vocera Products</li> <li>• Assist and direct the troubleshooting of Authorized Client Devices including the setup and configuration of any systems required to program or configure such devices.</li> </ul>	<ul style="list-style-type: none"> <li>• Consult with Vocera Technical Support through written communication for any technical issues</li> <li>• Upload logs from Client Devices to aid Vocera Technical Support in addressing any technical issues.</li> <li>• Maintain underlying operating system revisions to the latest compatible version on client devices.</li> <li>• Update Client Device software to the latest released version available on the relevant app store.</li> </ul>	<ul style="list-style-type: none"> <li>• Troubleshoot issues with the Cloud Services and related Clients</li> <li>• Resolve problems and research questions which cannot be answered through reference to the Documentation, Support knowledge base and other support materials.</li> </ul>



<ul style="list-style-type: none"> <li>• Coach users on how to improve speech recognition</li> </ul>			
<p>The provider of User Support has the following general obligations: (i) to collect and record details regarding the reported problem; (ii) to verify and reproduce the problem; (iii) to resolve the problem if possible, by reference to Documentation and User Support training and materials; and (iv) to escalate the problem to Operational Support pursuant to the procedures below, if the problem cannot be resolved.</p>	<p>The provider of Operational Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with User Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved by reference to Vocera Documentation and support materials, to escalate the Incident to Vocera Technical Support.</p>		<p>Vocera Technical Support has these general obligations: (i) collect and record details of the Incident; (ii) work with End User's Operational Support and users to determine Severity Level; (iii) attempt to verify and reproduce the problem; (iv) attempt to resolve the problem; and (v) if the problem cannot be resolved, to provide a work-around or fix per the guidelines in Table 7, Error Response by Severity Level.</p>

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

**5.1** End User must obtain User Support and Operational Support as provided above.

**5.2** End User must appoint a minimum of two individuals, up to the maximum specified in the appropriate column in Table 2.1, 2.2.1 or 2.2.2 above (as applicable) for End User's Support Offering, to serve as the Designated Support Contacts between End User and Vocera. A Designated Support Contact should have an understanding of the Product 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 Designated Support Contacts may escalate technical support requests to Vocera. Vocera reserves the right to reject technical support calls from individuals other than Designated Support Contacts. End User will provide Vocera in writing with the name and contact information of each Designated Support Contact and will notify Vocera promptly of any changes in End User's list of Designated Support Contacts. E-mail sent to [vcsupport@stryker.com](mailto:vcsupport@stryker.com) will satisfy the foregoing notification requirements.

**5.3** Before escalating a problem to Vocera, End User's staff must escalate the problem internally to a Designated Support Contact, and End User must otherwise follow the Vocera defined escalation process and provide a description of the problem as requested by Vocera.

**5.4** To help Vocera ensure that its Products meet the highest quality standards, End User will notify Vocera of any material failure, malfunction or error that End User detects in the Products, within 15 days of detecting the Product issue, and will provide Vocera with information to assist with determination and analysis of the problem.

**5.5** In cases where End User requires Product support assistance from Vocera for Customer Hosted Software, End User will arrange for a remote access and connectivity to the System. Such access shall be remote, originating from Vocera's support center and requiring the use of the Internet.

**5.6** End User will assign one of the Designated Support Contacts as a project manager responsible for success of deployment and on-going user satisfaction with Vocera Products. The project manager's responsibilities must include at a minimum, but not by way of limitation, (i) implementation of internal

processes and procedures for use and maintenance of Vocera Products, (ii) regular audits that include evaluation of user behavior and skills with Vocera Products and assessment of user satisfaction with the Vocera Products, (iii) documenting user feedback and providing findings to Vocera on as-requested basis, (iv) assuring user training compliance and on-going knowledge dissemination and training and (v) acting as a liaison between End User and Vocera.

**5.7** End User shall ensure that the Products and End User's Operating Environment follow regular IT maintenance schedules. The maintenance schedules must include at a minimum, but not by way of limitation, installation and testing of applicable Vocera Software versions, server operating system updates and maintenance, anti-virus update and maintenance, regular review and analysis of system logs, and regularly scheduled back-ups.

**5.8** For all Customer Hosted Software other than the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solutions, End User must install and test the initial Software, and each subsequent Software Update. All emergency fixes for End User's specific installation must be installed and tested as soon as practicable, and must be maintained until installation of the next service pack or Software Release. All service packs or build updates must be installed and verified in the End User's environment within three months of general availability. All other Software Updates must be installed and verified in the End User's environment within six months of general availability (or such shorter period as Vocera reasonably advises is required, on a case-by-case basis, to avoid impaired operation and reliability of the Software). Vocera will have no obligation to provide Error Resolution for an Error or defect which has been repaired in a more current Software Update.

**5.9** For the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) Customer Hosted Software solutions, installation of software updates will be scheduled in consultation with the customer and, in some cases (e.g., security patches), may require an expedited process. It is preferred that updates occur during normal business hours, since this is when both hospital, interoperability vendor partners, and Vocera support engineers are most readily available. Vocera understands the primary objective is to minimize the impact to patients, so Vocera will accommodate after-hours upgrades, as necessary. All software updates are delivered remotely to the hospital via secure download protocols. The ability to access these updates requires outbound access to an Internet-based update server on ports 22 and 443.

**5.10** For both Customer Hosted Software, as well as Cloud Services if applicable, End User is responsible for the proper operation and maintenance of End User's Operating Environment. For Customer Hosted Software, this includes End User's wireless local area network, including access points, antennas, controllers and controller firmware versions compatible with the Voice Communications Software ("WLAN"). End User's WLAN must be designed, implemented and installed with capacity and coverage suitable for a voice application. End User acknowledges that Vocera may recommend changes to the Operating Environment to resolve certain issues, e.g., where the End User's WLAN does not comply with Vocera's WLAN guidelines in its Infrastructure Planning Guide available upon request.

**5.11** For Cloud Services, End User must provide necessary connectivity for any integration needs between the Cloud Services and Customer Hosted Software.

**5.12** End User personnel should not make any changes to component of the Engage software solution that interoperates with an FDA regulated medical device such as patient monitoring, ventilators, etc. All changes to clinical workflow, whether implemented by End User or Vocera, should be formally approved according to End User's applicable internal protocols. End User personnel making changes to the Engage software solution should receive formal Vocera Engage administrator training. Vocera also strongly encourages End User to limit the number of people who have Engage Advanced Support permissions to administer and make changes in order to reduce the chance of destabilizing End User's system and implementing inconsistencies. Vocera strongly advises End User to keep Vocera technical support informed of changes made to the Engage software solution. Vocera cannot consult or provide advice on changes that have the potential to cause adverse impact to patient care and safety, without knowledge of the changes being considered.

## 6. Determination of Error Severity and Response Times for Customer Hosted Software.

**6.1** During the term of this Agreement, End User may submit a report to Vocera specifying Errors in the Software which End User requests to have corrected. “Error” means a verifiable and reproducible failure of the Software to conform in a material respect to the Documentation. When an Error has been identified through Vocera Technical Support, Vocera and End User will agree to the Severity Level of the Error and associated Vocera response times and resolution process as defined in Tables 7 and 8 below, as applicable:

<b>Table 7: Error Response by Severity Level for Customer Hosted Software</b>		
<b>Severity Level</b>	<b>Description</b>	<b>Response Times and Error Resolution</b>
Severity 1: Emergency	Severity 1 means End User’s use of the Software with the Authorized Client Devices has completely shut down, or is suffering such loss of critical functionality that an entire department or site is unable to utilize the Vocera Software, and no work-around is available.	Provided End User reports the issue via telephone through Vocera’s Telephone Support Numbers, Vocera will contact End User within 1 hour* of receipt of notice of the Incident to collect information and to work with End User’s Designated Support Contact to attempt to restore usage of the Vocera Software. Restoration of the Vocera Software may require changes to End User’s Operating Environment or network configuration, and may involve loss of data. If Vocera determines that the outage is due to an Error in Vocera Software, Vocera will engage our development staff to attempt a fix in the next available service pack and/or build update. If the Error in Vocera Software is causing repeated outages and no workaround is available, Vocera will engage our Engineering staff to attempt to deliver an emergency fix on a mutually agreeable timetable. For Severity 1 Incidents, both End User and Vocera will dedicate appropriate technical resources and provide continuous effort until basic Vocera system functionality is restored or the problem is isolated to a third-party component (i.e. PBX, MDM, server, network etc.).
Severity 2: Time-Critical	Severity 2 means the Vocera Software is functioning inconsistently and with limited capabilities significantly impairing End User’s usage and productivity, e.g. loss of certain administrative or reporting functions or Authorized Client Device features impacting multiple users, with no work-around available.	Vocera will contact End User within 4 hours* of receipt of notice of the Incident to collect information and to work with End User’s Designated Support Contact to attempt to restore the functionality of End User’s Vocera Software. Resolution may require shutting down the Vocera Software, or may require changes to End User’s Operating Environment or network configuration. If Vocera determines that the loss of functionality is due to an error in the Vocera Software, Vocera will engage our development staff to attempt to provide a fix in the next available service pack and/or build update.
Severity 3: Standard	Severity 3 means that individual components of the Vocera Software are functioning inconsistently and End User’s usage and productivity are slightly impaired, but End User can reasonably work around such inconsistency or impairment. Severity 3 Incidents include issues with administrative or reporting functions, and other issues impacting individual users or Authorized Client Devices (including RMA requests for Voice Communications Systems).	Vocera will contact End User within 24 hours of receipt of notice of the Incident to collect information and to work with End User’s Designated Support Contact to verify the problem.

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

<b>Table 8: Error Response by Severity Level for Cloud Services</b>		
<b>Severity Level</b>	<b>Description</b>	<b>Cloud Services Operational Action Time</b>
Severity 1	Cloud Services outage for multiple Vocera customers or degradation of critical functionality such that all Vocera customers of Cloud Services are unable to effectively use the service.	Provided End User reports the 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	Cloud 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.
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.

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

**6.2** For the Standard Support Offering for Customer Hosted Software, Response Time objectives apply to Incidents logged during the Telephone Support Availability hours for the Standard Support Offering. For the Premier Support Offering and Cloud Services Support Offering, Response Time objectives for Severity 1 Errors apply to Incidents logged 7x24, and Response Time objectives for Severity 2-4 apply to Incidents logged during normal business hours. The foregoing objectives do not include the time taken by End User to gather system information, transaction data and reproducible test cases necessary to determine the nature of the issue and to isolate defects in the Vocera Software. End User shall, upon reasonable request by Vocera, obtain and provide to Vocera system information, transaction data, and reproducible test cases as necessary to determine the nature of the Incident and to isolate any defects in the supported Authorized Client Devices and/or Software. Such system and transaction information shall be treated as End User's Confidential Information and such defects shall be treated as Confidential Information of Vocera. Vocera shall provide End User with reasonable access to Vocera's Incident database to review the status of End User's Incidents.

**7. Software Updates; Cloud Services Updates and Service Analyses.**

**7.1** Vocera may, from time to time, provide End User with Software Updates. These Software Updates will generally be made available for download. For Cloud Services, Vocera will update the hosted environment as appropriate from time to time. In concert with such updates to the hosted environment, updates may be required to relevant Client Software which Vocera will make available through applicable third-party app stores and which, depending upon configuration settings, may occur automatically. For the Engage and Platform 6 (versions 6.0 and later until Vocera announces otherwise) software solution, Software Updates include the following general areas:

- Engage platform and mobile software: These updates will include new features to existing modules of the Engage system, Engage Mobile, or software updates within the core platform. Examples

include customer issues found in prior releases, bug fixes or enhancements to Engage Mobile, and updates to improve system performance and maintenance.

- New operating system (OS) updates: These updates will include OS modifications needed within the core platform (Linux).
- Support for new mobile devices: Qualifying new mobile devices specifically for Engage Mobile is an ongoing process at Vocera. Customers continually request new mobile devices for qualification, such as Apple's iPhone, the Vocera badge, the latest Samsung Galaxy device or the next generation device that enters the market.
- New or updated regulated medical device adapters: These verifications are for new or updated versions of medical devices being requested by customers. This will enable us to provide support for the latest data and alarms from medical devices. Medical devices consist of (but are not limited to) patient monitors, ventilators, IV Pumps, and other middleware aggregation products such as Capsule™.
- New non-regulated input and output adapters: These verifications include all nurse call systems or a new alert communication system. It also includes new industry standard protocols for HL7, XML or an IHE supported profile.

**7.2 Service Analyses.** Vocera may (i) compile statistical and other information related to the performance, operation and use of its Products and Services, and (ii) use data from End User's use of the Products and Services in aggregated, de-identified form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Service Analyses will not incorporate End User's Confidential Information in a form that could serve to identify End User or any individual or any Protected Health Information and will be stripped of all persistent identifiers (such as device identifiers, IP addresses and cookie IDs). Vocera retains all intellectual property rights in Service Analyses.

## **8. On-Site Assistance.**

Upon End User's request and subject to availability, Vocera may furnish qualified personnel for on-site assistance to End User for implementation and testing and to resolve Incidents, on a fee basis at Vocera's then current rates for time, materials and travel and subject to mutually agreed terms and conditions or a written statement of work.

## **9. Service Level Commitment for Cloud Services**

"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 Cloud Services by End User or its Users; or (iv) failures of End User's Operating Environment. Vocera will make reasonable efforts to make the Cloud Services available during the Subscription Term with a monthly uptime of at least 99% of Scheduled Uptime. In the event the actual monthly uptime percentage ("Actual Uptime") is below 99% during any calendar month during the Subscription Term, 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 365. The credit is applicable to fees otherwise chargeable for subsequent Subscription Terms.

<i>Actual Uptime</i>	<i>Service Level Credit</i>
At least 99%	0
At least 98%	1
At least 97%	3
At least 95%	5

If 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 Cloud Service. The rights of End User set forth in this Section 9 shall be End User’s sole and exclusive remedy under these Support Terms and the Agreement for any unavailability of the Cloud Services or non-performance by Vocera to provide the Cloud Services in accordance with service level and uptime commitments specified above.

**10. Version Retirement (Customer Hosted Software only)**

Vocera will make Support Services available to End User for any major release for a minimum of two years from the general availability date, subject to and conditioned on End User:

- (a) Installing and validating updated Software for End User’s specific Operating Environment in accordance with Section 5.8 of these Support Terms (or such shorter period as Vocera reasonably advises is required, on a case-by-case basis, to avoid impaired operation and reliability of the Software); and
- (b) Maintaining these builds until installation of the next service pack, build update or Software release, as applicable.

Subject to the foregoing, Vocera reserves the right to discontinue Support with respect to any version of Software or Cloud Services in whole or in part, should Vocera, in its sole discretion, determine that continued support is no longer practicable (“End of Support” or “EOS”). Vocera will give End User written notice at least six months prior to any such End of Support and will apply any prepaid fees (if applicable) for the affected Support that are not accrued as of the End of Support date toward discretionary EOS support as provided herein. After the EOS date, Vocera will no longer provide support services or maintenance for Software or Cloud Services, including any Updates, security updates, or any other enhancements for the product, product version, or hardware. Vocera may offer discretionary support for EOS software or hardware to customers for outage scenarios, which may be at additional cost. This level of support is typically limited to break/fix troubleshooting and resolution of the outage. Discretionary support will not include a formal root cause analysis, engineering escalations, evaluation of enhancement requests or pursuit of bug fixes after the EOS date. Support of any Software update is governed by the Support Services offered at the time of installation. Any support services provided after EOS is exempt from any response times and service level agreements and are subject to availability of Vocera resources during End User’s normal business hours.

**11. Order; Termination.**

**11.1 Order.** All orders for Services are subject to the terms and conditions contained in these Support Terms and the applicable written quote or agreement signed by Vocera or a Reseller. All orders shall be initiated by written Purchase Order. Any different or additional terms preprinted on any End User Purchase Order or similar document are hereby rejected, notwithstanding any terms set forth therein to the contrary.

**11.2 Termination.** Notwithstanding written acceptance of a Purchase Order, Vocera shall not be obligated to deliver Services where (a) there is an arrears of 30 days or more on payments owing to Vocera or a Reseller in respect of Products or Services purchased by End User, or (b) the amount of the Purchase Order plus outstanding payments owing to Vocera or a Reseller in respect of Products and Services purchased by End User exceeds the applicable credit limit established by Vocera or (c) where End User is otherwise in breach of these Support Terms.

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

(a) All rights and obligations under these Support Terms shall immediately terminate, except as expressly set forth herein, and any outstanding obligations of End User to pay any amounts to Vocera or a Reseller shall remain in effect until paid.

(b) End User shall be permitted to use the Software included in the Systems for as long as its applicable End User License Agreement is in full force and effect, provided that End User is not in default of such End User License Agreement.

(c) In the event of termination by Vocera due to End User's uncured breach, no refunds or credits will be due. In the event of termination by End User due to Vocera's uncured breach, Vocera will refund any prepaid fees (if applicable) for the affected services that are not accrued as of discontinuance.

**11.4 Survival.** Any definitions, limited warranty obligations, disclaimers, limitations of liability, and any other provisions that by their nature should survive, shall survive any expiration or termination of the Support.

## **12. Limited Services Warranty.**

**12.1 Limited Services Warranty.** Subject to Section 12.2 below, Vocera will perform the Services in a timely, commercially reasonable and workmanlike manner, materially conforming to any additional representations concerning the Services to which Vocera has agreed in writing and subject to the provisions of these Support Terms and provisions of any written agreement executed by End User. This limited warranty extends only to the original recipient of the Services. The original recipient of the Services must provide written notice to Vocera that the Services are not as warranted no later than 30 days after completion of the applicable Services, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, and at Vocera's sole discretion, the defective Services will either be reperformed to the extent they are capable of being reperformed and to the extent necessary to cure such breach or Vocera will refund the pro-rata price of the Support Offering attributable to the defective Services.

**12.2 Limited Services Warranty Exclusions.** Vocera makes no warranty and accepts no responsibility for Services provided at no charge or for failures in Services due to: (a) deficiencies in or the late delivery of materials required from End User; (b) non-conformities of End User systems to specifications in the description of Services in an applicable Vocera statement of work for professional services; (c) the inaccessibility or insufficient accessibility of End User systems or third party systems required by End User; (d) End User's failure to perform its responsibilities as required under these Support Terms and Vocera's published policies applicable to the Services; or (e) the lack of reasonable cooperation on End User's part as required under these Support Terms and Vocera's published policies applicable to the Services.

**12.3 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 12.1, ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. VOCERA'S SOLE OBLIGATION REGARDING THE IMPLIED WARRANTY OF NONINFRINGEMENT SHALL BE AS SET FORTH IN THE DEFENSE OF CERTAIN CLAIMS SECTION OF THE VOCERA SUPPLEMENTAL TERMS AND CONDITIONS OR TERMS AND CONDITIONS OF QUOTATION, AS APPLICABLE. VOCERA'S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF



VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER.

**Attachment 7**  
**Professional Services Policy for Vocera Solutions**  
**(Revision J)**

**Territory: United States and Canada**

**1. Preamble.** This Professional Services policy (“Policy”) governs the provision by Vocera Communications, Inc. and/or its corporate affiliates (“Vocera”) of certain services described in one or more Statement of Work (each a “Statement of Work” or “SOW”) and purchased by End User from Vocera. The services relate to Vocera Solutions consisting of hardware that End User may have purchased from Vocera or Vocera’s authorized reseller pursuant to a separate agreement, and the associated Vocera Software and documentation licensed to End User by Vocera pursuant to Vocera’s End User License Agreement (“EULA”).

**2. Services and Statement of Work.** Each Statement of Work will include, without limitation, the applicable Statement of Work I.D., a description of the professional services to be provided thereunder, which shall be defined as the “Services” for purposes of this Policy and the SOWs only, the consideration to be paid for the Services, the site where Services are to be delivered, the term of the engagement, and other particulars of the Services.

**3. Procedure.** Each Purchase Order for Services must reference and must not contain terms or conditions inconsistent with such Statement of Work. Changes to the Services or other deliverables described in a Statement of Work will be effective only if agreed to by the parties in a written change order referring to a modified or existing Statement of Work setting forth the modifications and any resulting changes to the scope, delivery schedule, price, or payment terms.

**4. Manner of Performance.** Vocera has the sole and exclusive right to control or direct the manner or means by which the Services are performed and has the right in its sole discretion to subcontract any or all of its obligations and rights under the Statement of Work. Vocera shall be responsible for actions of its subcontractors with respect to End User and this Professional Services policy and any related Statement of Work as if performed by Vocera itself.

**5. Responsibilities of the Parties.**

**5.1 Contacts.** Each party will designate a management level person who will act as a point of contact for all matters relating to the Services for each Statement of Work.

**5.2 Vocera Responsibilities.** Vocera will implement the Services in the manner described in the Statement of Work. Vocera will assign qualified personnel to perform the Services. Vocera will have sole control over the methods and means of accomplishing the Services.

**5.3 End User Responsibilities.** End User agrees to:

- (i) review and approve the content and the format of documents, procedures, and report(s) developed in connection with the delivery of Services;
- (ii) provide and maintain End User systems, e.g. networks, servers, databases and applications, as contemplated in the Statement of Work;
- (iii) provide the resources and facilitate the assumptions set forth in the Statement of Work; and
- (iv) cooperate with Vocera in a timely and responsive manner, so that Vocera can fulfill its Services obligations; and
- (v) provide information, data, or other materials (“End User Materials”) to Vocera as stated in the Statement of Work, and provide assistance in the interpretation of End User Materials; and
- (vi) provide written notification to Vocera, following receipt of any deliverable that Vocera designates as a “Final Deliverable,” either accepting or rejecting such deliverable; provided, that (a) any such rejection must be provided within twenty-four (24) hours of End User’s receipt of such deliverable and specify in reasonable detail the manner in which such deliverable is alleged to fail to materially conform to the corresponding Statement of Work or Statement of Work and (b) such deliverable shall be deemed accepted in the absence of timely rejection in accordance with this clause.

End User is solely responsible for the selection and content of End User Materials and assistance provided to Vocera and the availability and efficiency of any End User systems. End User’s failure to provide materials, training, assistance, and contemplated systems sufficient to enable Vocera to fulfill its Services obligations, or the unavailability or inefficiency of third party systems required or provided by End User for performance of the Services, will excuse performance by Vocera to the extent of the deficiency.

**5.4 Joint Responsibilities.** The parties will agree on processes and procedures, including communications, status reporting, and escalation guidelines.

## **6. Ownership of Intellectual Property.**

**6.1 End User Materials.** End User will own and maintain all intellectual property rights to any and all pre-existing End User intellectual property, including End User Materials, and any enhancements, modifications and/or derivatives thereto.

**6.2 Vocera.** Vocera will own all right, title, and interest in and to all inventions and discoveries developed hereunder, whether or not developed in provision of the Services by Vocera or jointly by Vocera and End User, including all rights in copyrights or other intellectual property rights pertaining thereto. Vocera grants to End User a royalty-free, non-exclusive, non-transferable, worldwide license in perpetuity, to use, modify, and reproduce (provided Vocera intellectual property rights are protected as stated herein), for End User's internal use only, any design specifications, or any other tangible deliverable developed hereunder.

**6.3 License to Training Materials.** Vocera grants to End User a non-exclusive, worldwide, royalty free license to use and reproduce the training materials, manuals, instructions, and guides ("Training Materials") that Vocera provides to End User in connection with the Services, solely for purposes of, and in such quantities as are reasonably necessary for, training End User's end users, employees, consultants, and agents in the use of Vocera products in accordance with the EULA. The Training Materials do not include materials provided to End User for use in a course of Vocera University. Such license is granted subject to the following restrictions: (i) End User must not copy the Training Materials, except as expressly authorized in the foregoing grant, and if End User does copy for these purposes, End User must preserve any proprietary rights notices on the Training Materials, and place such notices on any and all copies End User has made or makes; (ii) End User must not modify the Training Materials and must not create or attempt to create any derivative works from the Training Materials, except for derivative works used solely for purposes of training End User's end users, employees, consultants, and agents in the use of Vocera products as expressly authorized in the foregoing license grant; and (iii) End User must not sell or distribute the Training Materials. Vocera reserves all rights not expressly granted herein.

## **7. Fees and Payment.**

**7.1 Hourly Rate and Minimum.** Vocera provides Services both on a time and materials basis and a fixed price basis. Time and materials services are provided at Vocera's standard hourly consulting rates with a minimum charge of one hour time at such rate. Fixed price services are custom quoted for each Statement of Work.

**7.2 Travel and Expenses.** In addition to billable on-site time for Vocera consultants, End User is responsible for all reasonable travel and expenses associated with the performance of the Services in accordance with End User's Travel and Expense Policy, if any, attached hereto. Vocera shall only invoice End User for expenses incurred as a direct result of performing Services in accordance with the applicable Statement of Work. Such expenses shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by Vocera in the performance of its services.

**7.3 Invoice and Payment.** Vocera invoices all fees and expenses on a periodic basis, and such invoices are due and payable thirty (30) days from the date of invoice. End User will pay Vocera such charges, rates and expenses without deduction, setoff or delay for any reason. End User represents and agrees that it has not relied on the future availability of any software update, upgrade, enhancement, improvement, or new function, feature, release, or version, in entering into the payment obligations for the Services. Unless this is a fixed price engagement, all invoices submitted shall specify in detail the time spent and the tasks performed during the period for which the invoice has been submitted. Vocera will provide copies of receipts for travel expenses of \$25 or such other amount as the End User specifies in its standard Travel and Expense Policy provided to Vocera prior to the start of the engagement.

**8. Segmentation.** The Services are bid by Vocera separately from any Vocera software licenses. End User understands that it has the right to acquire the Services and any Vocera Software licenses separately.

**9. Non-Solicitation.** During the term of the Services and for six months thereafter, the parties will not directly or indirectly solicit to hire any employee of the other party who is an employee of the other party during the term of the Services; provided, however, that the parties will not be prevented from (i) soliciting to hire employees through advertising media generally available to the public or (ii) hiring any employee of the other party so long as such hiring was not initially solicited, directly or indirectly, by the hiring party.





## **10. Limited Professional Services Warranty.**

**10.1 Limited Professional Services Warranty.** Vocera warrants that it will perform the Services in a timely, commercially reasonable and workmanlike manner, materially conforming to any additional representations concerning the Services to which Vocera has agreed in writing and subject to Vocera's published policies applicable to the Services. This limited warranty extends only to the original recipient of the Services. The original recipient of the Services must provide written notice to Vocera that any the Services are not as warranted no later than 30 days after completion of the applicable Services, or the right to assert such claim will be deemed waived. As the sole and exclusive remedy, the defective Services will be reperformed to the extent they are capable of being reperformed and to the extent necessary to cure such breach.

**10.2 Limited Services Warranty Exclusions.** Vocera makes no warranty and accepts no responsibility for failures in Services due to: (a) deficiencies in or the late delivery of materials required from End User; (b) non-conformities of End User systems to specifications in the description of Services in an applicable Vocera Statement of Work for professional services; (c) the inaccessibility or insufficient accessibility of End User systems or third party systems required by End User; (d) End User's failure to perform its responsibilities as required under this 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 this Policy and Vocera's published policies applicable to the Services.

**10.3 Disclaimer.** EXCEPT FOR THIS EXPRESS WARRANTY, 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 AND NON-INFRINGEMENT) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. VOCERA'S RESELLERS HAVE NO AUTHORITY TO MAKE ANY REPRESENTATIONS OR COMMITMENTS ON BEHALF OF VOCERA OR TO MODIFY, IN ANY RESPECT, THIS LIMITED WARRANTY, ANY OF ITS PROVISIONS OR ANY RIGHTS HEREUNDER.