

Hardware Warranty to End Users (“Limited Warranty”) Australia

Limited Warranty. Vocera warrants that the wireless communication badges, telephones and battery chargers sold by Vocera (“Devices”) conform substantially to Vocera’s product documentation 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, batteries 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 extends 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 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 return of defective Hardware in accordance with the Vocera policy documents available online at www.vocera.com/legal. The replacement Hardware becomes the property of the End User and the Hardware replaced becomes the property of Vocera.

Warranty Exclusions. This Limited 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, chemicals, 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 maximum ratings, (l) performance of Hardware in combination with other items not manufactured, approved or supplied by Vocera, (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.

Disclaimer. EXCEPT FOR THIS EXPRESS WARRANTY, ALL EXPRESS, IMPLIED AND STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) 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 LIMITED WARRANTY CLAUSE ABOVE.

Damages Exclusions and Limitations. WITHOUT PREJUDICE TO ANY OF THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, VOCERA WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING AMOUNTS ARISING OUT OF OR ALLEGED TO ARISE OUT OF THE HARDWARE OR THIS LIMITED WARRANTY (COLLECTIVELY, “DAMAGES”):

- (A) LOST PROFITS, LOST REVENUE, LOST INTEREST, LOST GOODWILL, LOSS OR CORRUPTION OF DATA OR ANY LOSS OF OR INTERRUPTION TO BUSINESS;
- (B) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES;
- (C) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ; OR

(D) ANY AMOUNT EXCEEDING THE AMOUNT ACTUALLY PAID OR PAYABLE FOR THE HARDWARE SUBJECT TO A CLAIM.

THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY TO ALL DAMAGES (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, (IV) REGARDLESS OF WHETHER CLAIMED IN THE FORM OF AN ALLEGATION, DEMAND, SUIT, ACTION OR OTHER PROCEEDING, AND (V) NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT OR EXCLUDE ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

IF ANY PART OF THIS CLAUSE 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.

Governing Law. This Limited Warranty is governed by the laws of New South Wales, excluding its principles of conflict of laws. The courts sitting in such jurisdiction shall have exclusive jurisdiction of any disputes arising hereunder.