

**Professional Services Policy  
United States & Canada**

**1. Preamble.**

This Professional Services Policy (“Policy”) governs the provision by Vocera Communications, Inc. (“Vocera”) of certain services described in a separate Engagement Letter as defined below and purchased by End User from Vocera (“Services”). The Services relate to Vocera Communications Systems 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 a Vocera End User License Agreement (“EULA”). End User may have purchased a Support Offering pursuant to, and as such term is defined in, a Vocera Software Maintenance Policy. “Software Maintenance Policy” means the Software Maintenance and Technical Support Policy in the form applicable to the End User set forth in a written agreement executed by the parties or in the absence of such an agreement, is posted at [www.vocera.com/legal](http://www.vocera.com/legal). Vocera and End User are sometimes referred to herein individually as a “Party” and collectively as “Parties.”

**2. Services and Engagement Letter; Agreement.**

The Services are specified in a written engagement letter signed by both parties stating, without limitation, a description of the Services, 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 to be provided (the “Engagement Letter”). The Engagement Letter incorporates this Policy and together the Engagement Letter and this Policy are sometimes referred to herein as the “Agreement”. The form of Engagement Letter is attached hereto as Attachment 10.

**3. Procedure.**

Vocera will deliver Services to End User only pursuant to a Purchase Order. Each Purchase Order for Services must reference the applicable Engagement Letter I.D. and must not contain terms or conditions inconsistent with such Engagement Letter. Changes to the Services or other deliverables described in an Engagement Letter will be effective only if agreed to by the parties in a written change order referring to a modified or existing Engagement Letter 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 Engagement Letter. Vocera shall be responsible for actions of its subcontractors with respect to End User and this Agreement 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 Engagement Letter.

**5.2 Vocera Responsibilities.** Vocera will implement the Services in the manner described in the Engagement Letter. 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.** Services implementation and delivery by Vocera requires that End User:

- (i) provide information, data, or other materials (“End User Materials”) to Vocera as stated in the Engagement Letter, and provide assistance in the interpretation of End User Materials;
- (ii) review and approve the content and the format of documents, procedures, and report(s) developed in connection with the delivery of Services;
- (iii) provide and maintain End User systems, e.g. networks, servers, databases and applications, as contemplated in the Engagement Letter;
- (iv) provide the resources and facilitate the assumptions set forth in the Engagement Letter; and

- (v) cooperate with Vocera in a timely and responsive manner, so that Vocera can fulfill its Services obligations.
- (vi) End User acknowledges that it 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 most Services on a time and materials basis at Vocera's standard hourly consulting rates. The minimum charge is one hour time at such rate.

**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 attached hereto. Vocera shall only invoice End User for expenses incurred as a direct result of performing Services in accordance with the applicable Engagement Letter. 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 upon receipt. 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 fee 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 Services Warranty.**

**10.1 Limited 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 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 engagement letter 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.

**11. DAMAGES EXCLUSIONS AND LIMITATIONS.**

WITHOUT PREJUDICE TO ANY OF THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, VOCERA WILL NOT BE LIABLE FOR:

**11.1** LOST PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OF OR INTERRUPTION TO BUSINESS;

**11.2** COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES;

**11.3** SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES (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

**11.4** ANY AMOUNT EXCEEDING THE AMOUNT ACTUALLY PAID OR PAYABLE FOR THE SERVICES SUBJECT TO A CLAIM, REGARDLESS OF THE NATURE OF THE CLAIM.