

## Software Maintenance and Technical Support Territory: New Zealand

*This version is current as of November 30, 2012. Please consult [www.vocera.com/legal](http://www.vocera.com/legal) for superseding versions of these Software Maintenance and Technical Support terms that may have been issued subsequent to that date.*

1. Preamble & Definitions. These Software Maintenance and Technical Support terms and conditions (“Support Terms”) govern the provision by Vocera of certain software maintenance and technical support services (“Support”) and any on site assistance (“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 of the Software used in conjunction with Authorized Client Devices as part of End User’s Operating Environment as further described in Section 5 below. 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 on third party manufactured Authorized Client Devices, but Vocera is not responsible for or obligated to provide hardware support for such Authorized Client Devices not manufactured by Vocera. As used in these Support Terms:

- **“Authorized Client Devices”** means the Vocera wireless communication badges (for Voice Communications Systems) or other Vocera supported client device that works with the Software. As part of Support, Vocera will endeavor to assist End User with the use of the Software on third party manufactured Authorized Client Devices, but Vocera is not responsible for or obligated to provide hardware support for such Authorized Client Devices not manufactured by Vocera.
- **“Operating Environment”** means End User’s servers, WLAN (for Voice Communications Software as further described in Section 6.9 below) 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).
- **“Product”** means one of the Vocera provided Authorized Client Devices or Software products included in End User’s System.
- **“Product Documentation”** means the specific materials listed under “Product Documentation” at [vocera.com/legal](http://vocera.com/legal), as updated by Vocera from time to time.
- **“Services”** means, as the context requires, Support and On-Site Assistance.
- **“Software”** means the Vocera Communications Software, Vocera Secure Messaging Software, and Vocera Care Transition Software licensed by Vocera pursuant to an End User License Agreement, in object code form only, for use with the System.
- **“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.

All other capitalized terms not otherwise defined in these Support Terms shall have the meanings provided in the applicable Vocera End User License Agreement, Software Update Policy, Supplemental Terms and Conditions, Terms and Conditions of Quotation, 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 (i) immediately with respect to product offerings initially ordered by End User subsequent to the date of such posting and (ii) as of the date of renewal of End User’s maintenance and support term with respect to product offerings initially ordered by End User prior to the date of such posting.

## 2. Support Offerings.

Vocera’s Support efforts are intended to address non-conformities of the System and the Software therein to the Product Documentation.

**2.1 Voice Communications Software.** There are two types of Support Offerings for Voice Communications Software: Standard and Premier. Table 1.1 details the differences between these two Support Offerings. The Support Offering End User purchased will determine the service level provided. End User may change End User’s Support Offering the next time End User purchases either a renewal term or more user licenses.

<b>Table 1.1: Voice Communications Support Offering Details</b>		
	<b>Support Offering / Service Level</b>	
	<b><i>Standard</i></b>	<b><i>Premier</i></b>
Software Maintenance	Software Updates	Software Updates
Technical Support Incidents	Unlimited	Unlimited
Support Availability (Telephone and Email)	8am – 5pm in NZST-Au (GMT+12) or NZDT-(GMT+13), excluding weekends and holidays (all incidents)	24 hour, 7 Day, 365 Days (emergency Incidents), 8am – 5pm NZST (GMT+12) or NZDT-(GMT+13) 5am – 6pm PT (GMT-8) excluding weekends and holidays (non-emergency Incidents)
Number of Designated Support Contacts	2 to 3	2 to 5
Number of Designated RMA Contacts	Up to 1	Up to 1 per site
Named Technical Support Engineer	No	Yes
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Telephone Support Numbers	800- 444-409 (toll-free from landline) or 408-882-5700	
Email Support Address	<i>support@vocera.com</i>	
Web Support URL	<i>www.vocera.com/support</i>	

**2.2 Secure Messaging Software.** There are also two types of Support Offerings for Secure Messaging Software: Standard and Premier. Table 1.2 details the differences between these two Support Offerings. The Support Offering End User purchased will determine the service level provided. Premier Support services are bundled with a Term License. End User may select either a Standard or a Premier Support Offering for a Perpetual License. An “Incident” is defined in Section 5.6 below.

<b>Table 1.2: Secure Messaging Software Support Offering Details</b>		
	<b>Support Offering / Service Level</b>	
	<b><i>Standard</i></b>	<b><i>Premier</i></b>
Software Maintenance	Software Updates	Software Updates
Technical Support Incidents	Unlimited	Unlimited
Number of Designated Support Contacts	2 to 3	2 to 5
Named Technical Support Engineer	No	Yes

Support Availability (Telephone and Email)	9am – 5pm EST US (GMT-5) only, excluding weekends and holidays	24 hour, 7 Day, 365 Days (emergency Incidents) 9am – 5pm EST US (GMT-5) excluding weekends and holidays (non-emergency Incidents)
Telephone Support Numbers	800-444-409 (toll-free from landline) or 408-882-5700	
Vocera Support Web Access	24 hour, 7 Day, 365 Days	
Email Support Address	<i>messaging support@vocera.com</i>	
Web Support URL	<i>www.vocera.com/support</i>	

**2.3 Care Transition Software.** For Care Transition Software, Vocera’s Support efforts consist of the following:

- (i) Software Updates (as defined in Section 8 below) which are generally made available to similarly situated end users who have licensed the same Software under the applicable EULA from Vocera.
- (ii) Ongoing database maintenance as required for program functioning and support of the Software (subject to End User’s compliance with Section 5.3 below); and
- (iii) Written and/or toll free telephone consultation from Vocera’s offices pertaining to the operation and application of the Software and/or the Operating Environment, as further described below in Table 1.3.

<b>Table 1.3: Care Transition Software Support Offering Details</b>		
	<b>Support Offering / Service Level</b>	
	<i>Premier</i>	
Software Maintenance	Software Updates	
Number of Designated Support Contacts	2 to 5	
Support Availability (Telephone and Email)	For Severity 1 & 2 Errors: 24 hour, 7 Day, 365 Days	For Severity 3 & 4 Errors: 8am – 5pm EST-US (GMT-5) only, excluding weekends and holidays
Telephone Support Numbers	800-444-409 (toll-free from landline) or 865-769-2099	
Email Support Address	<i>VCTSsupport@vocera.com</i>	
Web Support	<i>Hosted or Local VCT Advisor Website (Training Materials)</i>	

**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 Care Transition Software, this Section applies to both a Perpetual Term license for use on End User’s server at End User’s facility and a Perpetual Term license with access to an off-site Vocera Hosted Service. For Support under this Section, the initial term starts on the date of 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. 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. If Support is terminated for more than 60 days and End User decides to reinstate terminated Support, then a five percent reinstatement fee will apply. 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 6 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 engagement letter 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. Vocera will not increase the Support Offering price charged to End User for a one year renewal term by more than five percent 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 Subscription Term Software.** If End User has licensed Care Transition Software for a Subscription Term, Support and Software Updates are included with the subscription fee for the Software without any additional royalty or any other charge to End User for such modules licensed. Otherwise, End User shall receive Support and Software Updates upon payment of the additional Support fee set forth in End User's Quote. This Section applies to both a Subscription Term license for use on End User's server at End User's facility and a Subscription Term license with access to an off-site Vocera Hosted Service. For Support for a Subscription Term license, the initial term for Support starts on the issuance date of the applicable Vocera Software License Key and continues for the duration of End User's Subscription Term for the Software.

4. Additional Users and Products. If End User 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. Vocera reserves the right, in its sole discretion, to either charge (i) a pro-rated fee for the Expansion so that Support for the Expansion co-terminates with the Original Configuration Anniversary Date, or (ii) a fee for 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. In either case, 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.

## **5. Technical Support Scope.**

**5.1** Support includes only Technical Support for the Software 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 applications) 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 5.

**5.2** As a precondition to Vocera's Support obligations hereunder, End User must arrange to provide support for End User's Vocera users. "User Support" means providing training, assistance and support to users of the Vocera system. User Support includes answering Vocera user questions and resolving problems that can be resolved by reading the Product Documentation. Usually this level of support is provided by End User's own internal resources, but 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.

**5.3** 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. “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, 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.

**5.4** “Technical Support” means support for those Incidents 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 for defects in the supported Software, or the creation of modifications to the supported Software 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.

**5.5** Vocera provides Technical Support during the hours specified for the Support Offering purchased (see Table 1.1, 1.2 or 1.3 above, as applicable). Such Support, unless stated, does not include installation assistance, 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.

**5.6** To obtain Support, End User’s Designated Support Contact must report the details of the problem to Vocera at the contact information appearing in Table 1.1, 1.2 of 1.3 (as applicable), including the details of the Operational Support process that failed to resolve the problem (an “Incident”).

**Table 2: End User and Vocera Responsibilities**

<b>End User Support Responsibilities</b>	<b>End User Operational Support Responsibilities</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, and clearing the data store</li> <li>• Respond to Vocera user questions regarding how to use Vocera capabilities</li> <li>• Identify users needing additional training</li> <li>• Setting up new users</li> <li>• Maintain user profiles</li> <li>• Database add, change, and deletes</li> <li>• Use Vocera (Voice or VCT) reports to assess system utilization and success for</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 Product 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 1.1, 1.2 or 1.3 (as applicable)</li> <li>• Submit log files if requested by Vocera</li> <li>• Support use of WebEx or VPN to enable Vocera to diagnose and resolve issues</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 Product 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> </ul> <p><b>For Voice Communications Only:</b></p> <ul style="list-style-type: none"> <li>• Assist End User in troubleshooting</li> </ul>

<p>individuals and department</p> <p><b>For Voice Communications Only:</b></p> <ul style="list-style-type: none"> <li>• Use Badge repair kit for on-the-spot basic Badge repair</li> <li>• Administer Vocera 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>• 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> <p><b>For Vocera Care Transition Only:</b></p> <ul style="list-style-type: none"> <li>• For Vocera Care Transition Software servers at End User’s Facility, provide 24/7/365 IPSEC Tunnel access for support and monitoring.</li> </ul>	<p>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</p> <ul style="list-style-type: none"> <li>• Provide warranty service for Vocera devices</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 Product 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 Product Documentation and support materials, to escalate the Incident to Vocera Technical Support.</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 3, Error Response by Severity Level.</p>

**6. Conditions to Delivery of Support.**

Vocera’s delivery of Support is subject to and conditioned on the following:

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

**6.2** End User must appoint a minimum of two individuals, up to the maximum specified in the appropriate column in Table 1.1, 1.2 or 1.3 above (as applicable) for End User’s Support Offering, to serve as the contacts between End User and Vocera (“Designated Support Contacts”). 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 *support@vocera.com* will satisfy the foregoing notification requirements.

**6.3** 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 provided problem as requested by Vocera.

**6.4** 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.

**6.5** In cases where End User requires Product support assistance from Vocera, 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.

**6.6** 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.

**6.7** Unless End User is licensed to a Vocera Hosted Service, End User will 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.

**6.8** Unless End User is licensed to a Vocera Hosted Service, the initial Software, and each subsequent Software Update, must have been installed and tested. 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.

**6.9** End User is responsible for the proper operation and maintenance of End User’s Operating Environment. For Voice Communications 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.

**7. Determination of Error Severity and Response Times.**

**7.1** During the term of Support Terms, 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 Product 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 Table 3 below:

<b>Table 3: Error Response by Severity Level</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.	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

**Table 3: Error Response by Severity Level**

Severity Level	Description	Response Times and Error Resolution
		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, BES, server, network etc.).
Severity 2: Time-Critical	Severity 2 means that the Vocera Software is functioning inconsistently and with such limited capabilities that End User's usage and productivity are significantly impaired, 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.
Severity 4: Informational	Severity 4 means the Vocera Software and System is functioning consistently and End User's usage and productivity are not materially impaired. Severity 4 Incidents include "how-to" questions, media requests, feature suggestions and requests for information.	Vocera will contact End User within 24 hours of receipt of notice, if a response is requested.

\* 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 for Voice Communications Software is reported to Vocera at 3pm, Vocera will contact the End User by 11 am the following Business Day.

**7.2** For the Standard Support Offering for Voice Communications Software and Messaging Software and all Care Transition Software, Response Time objectives apply to Incidents logged during the Telephone Support Availability hours for the Standard Support Offering. For the Premier 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.

#### **8. Software Updates.**

Vocera may, from time to time, provide End User with Software Updates. These Software Updates will either be made available on Vocera's Web site for download, or be supplied to End User on digital media. For Vocera Care Transition Software, if necessary, Vocera will provide Software Updates to the Hosted Service or to the Vocera Care Transition Software on End User's server at End User's facility at a mutually agreeable time scheduled with the End User.

#### **9. 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 engagement letter.

#### **10. Version Retirement.**

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 6.8 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 in whole or in part, should Vocera, in its sole discretion, determine that continued support is no longer practicable. Vocera will give End User written notice at least six months prior to any such discontinuance, and will refund any prepaid fees (if applicable) for the affected Support that are not accrued as of discontinuance. Support of any Software update is governed by the Support Services offered at the time of installation.

#### **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.** 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 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 reperfomed to the extent they are capable of being reperfomed 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 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 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 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) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. END USER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE BEING ACQUIRED BY END USER FOR BUSINESS PURPOSES AND THAT THE PROVISIONS OF THE CONSUMER GUARANTEES ACT 1993 DO NOT APPLY. 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.

**13. Damages Exclusions and Limitations.**

WITHOUT PREJUDICE TO ANY OF THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, VOCERA'S LICENSORS 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 EULA (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 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 UNDER THIS EULA; (II) HARDWARE PRODUCTS WHERE THE CLAIM RELATES PRIMARILY TO HARDWARE PRODUCTS OR TO THE HARDWARE WARRANTY OR RMA POLICY; (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 ENGAGEMENT LETTER PURSUANT THERETO; AND, WHERE CLAUSES (I) THROUGH (IV) ARE NOT APPLICABLE, (V) PRODUCTS AND/OR SERVICES AS APPLICABLE.

IF ANY PART OF THIS SECTION 13 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. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT OR EXCLUDE ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW.

**14. General.**

**14.1 Governing Law.** These Support Terms shall be governed by and construed in accordance with the laws of New Zealand, excluding its principles of conflicts of laws. In any claim hereunder, the parties submit to the non-exclusive jurisdiction of, the New Zealand courts. The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to this EULA.

**14.2 Language.** The parties have expressly requested and required that this EULA and all other related policies and documents be drawn up in the English language. If a version of this EULA exists in a different language, the English language version shall prevail to the extent of any inconsistency.

**14.3 Conflict.** The terms of this EULA 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.

**14.4 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:

Address:	Vocera Communications, Inc.
	525 Race Street
	San Jose, CA 95126-3495
	United States
Attention:	Law Department
Telephone:	408-882-5990
Facsimile:	408-882-5901
Email	LawDepartment@vocera.com

Notices to End User shall be sent to any address specified in a written agreement between the parties. 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.

**14.5 Vocera Policies.** Please see [www.vocera.com/legal](http://www.vocera.com/legal) for the Vocera policies referenced above and for the list of Product Documentation.