

**Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the supply of Vocera Goods and Services (Manchester University NHS Foundation Trust, dated 24/03/2022)**

**Award Type: Mini Comp**

<b>The Authority</b>	<b>Manchester University NHS Foundation Trust</b> , Manchester Royal Infirmary Oxford Road, Manchester, M13 9WL
<b>The Supplier</b>	<b>Specialist Computer Centres PLC</b> with company number 01428210 whose registered office is at James House, Warwick Road, Birmingham, B11 2LE
<b>HealthTrust Europe Contract Reference</b>	<b>HTE-005708</b>
<b>Supplier Contract Number</b>	<b>OPP-3300409</b>

The Supplier and the Authority hereby agree as follows:

1. The Authority wishes to enter into a Contract in respect of the Goods and/or Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 27<sup>th</sup> September 2019 (the "Framework Agreement").
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
  - (a) The Specification of the Authority's requirements / Mini Competition Specification as appended at Appendix 1 overleaf;
  - (b) the Contract Price / Mini- Competition Response, as appended at Appendix 2 overleaf; and
  - (c) the Call-Off Terms and Conditions set out in the Schedules to this Contract.
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of this Contract apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:

In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement (" **Beneficiary Withdrawal Notice** "). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any

special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.

(a) The Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.

(b) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

4. The Commencement Date of the Contract shall be 18 March 2022

5. The Term of this Contract shall be one (1) years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call -Off Terms and Conditions provided that the duration of this Contract shall be no longer than seven (7) years in total.

6. Data Protection

6.1 In performing its obligations under this Contract, the Supplier does not expect to process personal data for the Authority or any other person and will only process personal data on behalf of the Authority or any other person hereunder upon receiving a separate formal written instruction from the Authority to the Supplier requesting the Supplier to do so. In the event that the Authority separately instructs the service provider or third party contractors or suppliers (including any sub-contractors of the Supplier) whether verbally or in writing to process personal data or makes personal data available to them without instructing the Supplier to process that data then it engages those entities directly for those separate processing purposes and the Supplier shall not be a data processor for those separate processing arrangements.

7. Not Used

8. For the purposes of Clause 3.2 of Schedule 2, the Authority shall visually inspect the Goods within 24 hours of the date of delivery of the relevant Goods

9. The payment profile for this Contract shall be as stated in Appendix 2 (Contract Price / Mini-Competition Response).

10. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within one (1) year of the Commencement Date.

11. The provision of Services

(A) The Services Commencement Date shall be 18 March 2022

(B) Not Used

(C) The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations as per the Purchase Order

12. Use of Subcontractors

The Authority grants permission for the Supplier to Sub-contract any of its obligations under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the

competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub - contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement

13. The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf.
14. The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or license appended at Appendix 5.
15. Any changes to this Contract, including to the Services and Goods , may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.
16. The Parties believe that TUPE does not apply to the transactions which are the subject matter of this Contract.

If , notwithstanding and in addition to any the provisions set out in clause 8 of Schedule 1 of this Contract (Key Provisions), it is subsequently determined by a court or tribunal of competent jurisdiction that TUPE does apply to a service or transaction which is the subject matter of this Contract, the Authority shall indemnify and hold harmless the Supplier and any sub-contractor of the Supplier from and against all liability and loss suffered and any costs and expenses reasonably and properly incurred by the Supplier and any sub-contractor of the Supplier, as a result of TUPE applying, including all liability and loss suffered and any costs and expenses reasonably and properly incurred arising out of or in connection with the employment of former employees of the Authority and/or any employees of any the Authority's contractors, including breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed

17. Should the Authority terminate this Contract in accordance with this Contract, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7.
18. If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6.
19. The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, materials and other outputs. Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract
20. The end user license agreement (EULA) applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product appended at Appendix 9
21. The KPI's and Service Credits applicable to the Contract are detailed in Appendix 10
22. The bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for are detailed in Appendix 11
23. The Contract Managers at the commencement of this Contract are:

(a) for the Authority: Dan Prescott

**Dan Prescott, Deputy CIO – Director of Digital Technology**

(b) for the Supplier:

Daniel Tranter, Frameworks Account Manager, 0121 766 7000.

24. Notices served under this Contract are to be delivered to:

(a) for the Authority: Dan Prescott

**Deputy CIO – Director of Digital Technology, Manchester University Foundation Trust, Cobbett House, M139WL**

(b) for the Supplier:

F.A.O.: Nigel Pask, CISO & Group Assurance Director


Address: SCC, James House, Warwick Road, Birmingham, B11 2LE

25. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

26. The following Appendices are incorporated within this Contract:

<b>Appendix 1</b>	Authority Specification / Mini-Competition Specification
<b>Appendix 2</b>	Contract Price / Mini-Competition Response
<b>Appendix 3</b>	Change Control Price
<b>Appendix 4</b>	Implementation Plan
<b>Appendix 5</b>	Lease and/or Licence to access Premises and Locations
<b>Appendix 6</b>	Step in Rights
<b>Appendix 7</b>	Termination Sum
<b>Appendix 8</b>	Staff Transfer
<b>Appendix 9</b>	Software and End User Licence Agreement (EULA)
<b>Appendix 10</b>	Key Performance Indicators
<b>Appendix 11</b>	Subcontractors

Signed by the authorised representative of THE AUTHORITY

<b>Name :</b>	<b>Jo Smith</b>	<b>Signature:</b>	
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<b>Position:</b>	<b>Group Chief Informatics Officer</b>	<b>Date:</b>	<b>29 March 2022</b>
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Signed by the authorised representative of THE SUPPLIER

<b>Name :</b>	<b>Nigel Pask</b>	<b>Signature:</b>	<i>Nigel Pask</i>
<b>Position:</b>	<b>CISO &amp; Group Assurance Director</b>	<b>Date:</b>	<b>31<sup>st</sup> March 2022</b>

**Appendix 1**  
**Authority Specification/ Mini-Competition Specification**

The Authority will be provided with the below Vocera Goods and Services by the Sub-Contractor, Vocera Communications UK Ltd.

During the Contract, the Authority may request a quote from the Supplier for other Vocera Goods and Services which can be procured under this Contract via a quote and purchase order referencing this Contract

Initial Order

**Appendix 2**  
**Contract Price / Mini-Competition Response**

Contract value for the initial order = **£ 152,861.09** ex VAT

Qty	Product SKU	Product Description
<b>Software Maintenance &amp; Support Services</b>		
4	920-00056	Vocera Collaboration Suite, Premier Support, 25 Licenses (March 19, 2022 - March 18, 2023)
1	920-00430	Engage, Premier Support, Instance (March 29, 2022 - March 18, 2023)
210	920-00432	Engage, Premier Support, Single Application, Per Bed (201-400) (March 29, 2022 - March 18, 2023)
2	920-00438	Engage, Premier Support, Virtual Appliance (March 29, 2022 - March 18, 2023)
6	920-01111	Vocera Premier Support, SIP Telephony, 6 ports (March 19, 2022 - March 18, 2023)
1	920-01339	Vocera Premier Support, Enterprise Lic, 600 Users (March 19, 2022 - March 18, 2023)
1	920-01718	Vocera Premier Support, VMI, 3 Application ports (March 19, 2022 - March 18, 2023)
6	920-01742	Vocera Premier Support, Enterprise Lic, 50 User Add-On (March 19, 2022 - March 18, 2023)
2	920-01742	Vocera Premier Support, Enterprise Lic, 50 User Add-On (July 01, 2022 - March 18, 2023)
1	920-01965	Vocera Platform, Premier Support, Instance (March 19, 2022 - March 18, 2023)
3	920-04137	Vocera Platform, Premier Support, Virtual Appliance (March 19, 2022 - March 18, 2023)

**Appendix 3  
Change Control**

**CHANGE CONTROL NOTE (CCN)  
FOR CALL-OFF CONTRACT UNDER THE HEALTHTRUST EUROPE COMIT 2 FRAMEWORK  
AGREEMENT**

*This CCN relates solely to the Contract entered into between the Authority and the Supplier dated [enter call-off contract date] pursuant to the Information Communication Technology (ICT) Solutions 2 Framework (ComIT 2)*

*Issued in accordance with the Call-Off Terms and Conditions.*

CCN Number : .....

Contract Reference : .....

CCN Title : .....

Date change first proposed: .....

**The Supplier:** Specialist Computer Centres PLC

**The Authority:** [to be completed]

**Contract change full details:**

[insert details here]

**Contract change cost implications:**

[insert details here]

**Effective date of CCN:** [insert date]

**IT IS AGREED** as follows:

1. With effect from the Effective Date the Contract shall be amended as set out above.
2. Save as herein amended, all other terms and conditions of the Contract inclusive of any previous CCNs shall remain in full force and effect.

**Signed for and on behalf of the Authority**

**By** .....

**Name** .....

**Title** .....

**Date** .....



**Signed for and on behalf of the Supplier**

**By .....**

**Name .....**

**Title .....**

**Date .....**

**Appendix 4**  
**Implementation Plan**

**NOT USED**

**Appendix 5**  
**Lease and/or Licence to access Premises and Locations**

**NOT USED**

**Appendix 6**  
**Step in Rights**  
**NOT USED**

**Appendix 7**  
**Termination Sum**

**NOT USED**

## **Appendix 8 Staff Transfer**

The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any provisions replacing or amending those provisions (the "Transfer Regulations") do not apply to the transactions which are the subject matter of this Contract.

If it is subsequently determined by a court or tribunal of competent jurisdiction that the Transfer Regulations do apply to a transaction which is the subject matter of the Contract, the Authority shall indemnify and hold harmless the Supplier and any sub-contractor of the Supplier from and against all liability and loss suffered and any costs and expenses reasonably and properly incurred by the Supplier and any sub-contractor of the Supplier, as a result of the Transfer Regulations applying, including all liability and loss suffered and any costs and expenses reasonably and properly incurred arising out of or in connection with the employment of former employees of the Authority and/or any employees of any the Authority's contractors, including breach of statutory duty, any claims for damages for breach of contract and/or compensation for unfair or wrongful dismissal or redundancy arising from any such employees having ceased for any reason to be employed

## **Appendix 9 Software and EULA**

End User License Agreement for Vocera Solutions  
Territory: England, Wales, Northern Ireland, Scotland and Republic of Ireland

**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. and/or its corporate affiliates ("Vocera") is willing to grant to you, a single business entity, certain licenses to Client Software and Server Software (collectively, "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 7). "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. "Hosted Service" means the provision of and access to the Vocera Care Transition Software and related services either at your site and/or via secure electronic access over the Internet provided to you by Vocera and/or its designee. Defined terms used in this EULA, but not defined herein, are defined in the Supplemental Terms and Conditions in Attachment 3.

### **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 multiple 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.

(b) Hosted Service. If a Hosted Service for Vocera Care Transition Software is provided, then subject to the terms and conditions of this EULA, Vocera grants you the non-exclusive right to utilize the Hosted Service during the applicable Subscription Term solely for your internal use 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. 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 profiled 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 this license 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; (II) if licensing a Hosted Service, interfere with or disrupt any Hosted Service or servers or networks connected to the Hosted Service; or (III) 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 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, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

7. 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/legal](http://www.vocera.com/legal) under the heading "Third-Party Software" and are incorporated herein by reference. 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.



8. Damages Exclusions and Limitations. WITHOUT PREJUDICE TO ANY OF THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, TO THE FULL EXTENT PERMITTED BY LAW, 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.

NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT OR EXCLUDE (A) ANY LOSS OR DAMAGES FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF VOCERA, (B) ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED BY LAW, OR (C) THE RIGHTS OF ANY PERSON AS A CONSUMER INCLUDING, WITHOUT LIMITATION, RIGHTS ARISING UNDER THE SALE OF GOODS ACT 1893 OR THE SALE OF GOODS AND SUPPLY OF SERVICES ACT 1980, EACH AS AMENDED (REPUBLIC OF IRELAND) IF APPLICABLE.

IF ANY PART OF THIS SECTION 8 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.

## 9. General.

9.1 Governing Law. This EULA is governed by and construed in accordance with English law. The Courts of England shall have exclusive jurisdiction of any disputes arising hereunder. The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to this EULA.

9.2 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.

9.3 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.

## Appendix 10 Key Performance Indicators

Premier Support will apply

Authority Hosted Software: There are two types of Support Offerings for Authority Hosted Software licensed on a perpetual basis: Standard and Premier. Authority Hosted Software licensed on a subscription basis includes Premier 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.

Table 2.1: Authority Hosted Software Support Offering Details		
	Support Offering / Service Level	
	<i>Standard</i>	<i>Premier</i>
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
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	See <a href="http://www.vocera.com/solutions-support">www.vocera.com/solutions-support</a>	
Email Support Address	<a href="mailto:support@vocera.com">support@vocera.com</a>	
Web Support URL	<a href="http://www.vocera.com/support">www.vocera.com/support</a>	

Determination of Error Severity and Response Times for Authority Hosted Software.

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 Table below:

Error Response by Severity Level for Authority Hosted Software		
Severity Level	Description	Response Times and Error Resolution

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 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.	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 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).	

\* 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.

**Appendix 11**  
**Subcontractors**

Vocera Communications UK Ltd, 05396210