**VOALTE (FORMERLY NAVICARE) NURSE CALL**

**SERVICES TERMS AND CONDITIONS**

1. **Scope; Entire Agreement.** These Voalte Nurse Call Services Terms and Conditions apply to the maintenance, repair, support, and other services offered by Hill-Rom Company, Inc. ( “Hillrom”) that are described in the Voalte Nurse Call Services Program Details at <https://www.hillrom.com/serviceoptions/nursecall/>, as the same may be updated from time to time (each, a “Services Program”). The following documents, listed in order of precedence in the event of any inconsistency among them, constitute the agreement between Hillrom and Customer with respect to the Services Program (“Agreement”): (i) Hillrom’s proposal ; (ii) these Voalte Nurse Call Services Terms and Conditions; and (iii) the Services Program description. To the extent Hillrom and Customer do not execute Hillrom’s proposal , Customer’s acceptance of any services performed by Hillrom signifies Customer’s acceptance of the terms of the Agreement. The Agreement represents the entire agreement between Hillrom and Customer with respect to the Services Program and supersedes any other oral or written agreement between Hillrom and Customer. The Agreement will prevail over any conflicting terms in Customer’s purchase order and may only be modified in a writing signed by both parties.
2. **Effective Date.** The effective date of the Agreement is as provided in Hillrom’s proposal.
3. **Initial Term and Renewal.** Unless otherwise specified in Hillrom’s proposal, the initial term, and each renewal term, of the Services Program is twelve (12) months. The Services Program may be renewed upon Hillrom’s and Customer’s execution of a renewal proposal, or, in the absence of a renewal proposal, upon Customer’s timely payment of a renewal term invoice issued by Hillrom. Any entitlements not used during the applicable term of the Services Program do not roll over to the subsequent term.
4. **Payment Terms.** Customer must pay the annual fee for theServices Program in full in advance; the annual fee is not refundable. The fee does not include any applicable sales, use or other taxes payable by Customer. Payment is due net thirty (30) days from invoice date. Unless waived by Hillrom in writing, undisputed overdue invoices shall be subject to an overdue payment charge equal to the lesser of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay Hillrom for any and all costs and expenses (including, without limitation, reasonable attorneys’ fees) incurred by Hillrom to collect any amounts owed to it. Customer may be obligated to accurately reflect and/or report any discount, rebate, or reduction in price in its costs claimed or charges made to federal (e.g., Medicare) or state (e.g., Medicaid) health care programs requiring such disclosure, and Hillrom’s invoices may not reflect Customer’s net cost. Customer may make written request to Hillrom in the event it requires additional information to meet applicable reporting or disclosure obligations.
5. **Suspension of Performance.** If Customer fails to comply with the net thirty (30) days payment term, Hillrom may suspend the performance of services upon five (5) days’ written notice unless (i) Hillrom receives full payment, or (ii) the parties agree in writing to alternative payment arrangements. Hillrom reserves the right to cancel the Services Program upon written notice to Customer with immediate effect if Customer fails to rectify its non-payment or continues to default on its payment obligation.
6. **Exclusions; Cancellation.** The Services Programs do not cover damage to or failure of covered products, equipment, or software caused by, in whole or in part, the following as determined by Hillrom in its sole discretion: (i) modification or upgrade, improper repair, or relocation by anyone other than Hillrom; (ii) misuse or improper use, including failure to comply properly with routine maintenance requirements specified in the directions for use or service manual; (iii) natural disasters, extreme weather, or other catastrophe; (iv) loss of, or fluctuation in, electrical power, air conditioning or humidity control; (v) failure or refusal to implement software changes or updates; or (vi) use of non-Hillrom accessories, replacement parts, and/or third-party software not authorized in writing by Hillrom. In addition, the Services Programs do not cover products, equipment, or software with missing or altered serial numbers. Pursuant to this Section 6, if Customer or any third party modifies any covered Product, Hillrom may immediately cancel support for the modified Product by giving five (5) days’ written notice of cancellation.
7. **Non-Solicitation.** To the extent permitted by applicable law, during the term of the Services Program and for a period of six (6) months following its expiration or cancellation, Customer agrees that it will not directly or indirectly: (i) induce any individual who has provided services to Customer on behalf of Hillrom within the 6-month period immediately preceding the expiration or cancellation of the Services Program to terminate his/her relationship with Hillrom; or (ii) assist, coordinate, or otherwise offer employment to, employ, or retain as an independent contractor any individual who was employed by Hillrom at any time during the 6-month period immediately preceding the offer, employment, or retention without first paying to Hillrom a finder’s fee equal to 50% of the annual fee for the Services Program.
8. **Warranty.** Hillrom warrants that it will perform services in a reasonably timely, professional, and workmanlike manner using trained and qualified personnel capable of performing services in accordance with industry standards. Hillrom’s exclusive obligation, and Customer’s exclusive remedy, for breach of the foregoing warranty is re-performance of defective services. THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY HILLROM AND IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REMEDIES. NO EMPLOYEE OR REPRESENTATIVE OF HILLROM IS AUTHORIZED TO MODIFY THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY.
9. **Limitation of Liability.** Hillrom will not be liable for loss or damages because of delays or nonperformance resulting from any cause beyond Hillrom’s reasonable foresight or control. IN NO EVENT WILL HILLROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF GOODWILL, OR LOSS OF DATA, OR ANY EXEMPLARY OR PUNITIVE DAMAGES. IN NO EVENT WILL HILLROM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR DIRECT DAMAGES IN AN AMOUNT GREATER THAN THE FEE FOR THE SERVICES PROGRAM PAYABLE BY CUSTOMER FOR THE 12-MONTH PERIOD IN WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OCCURRED.
10. **General.** Hillrom and Customer shall comply at all times with applicable federal and state laws and regulations. Customer may assign the Agreement upon notice to Hillrom. The Agreement will be governed by and construed under the laws of the State of Illinois without reference to its conflicts of law principles.