

End User License Agreement
Territory: New Zealand
Vocera Software and Documentation

***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 (“Agreement”) sets forth the provisions under which Vocera Communications, Inc. (“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 or upgrade). The “Client Software” is that Vocera-provided software designed to operate on a Vocera Communications Badge or other supported client device (“Badge”). The “Server Software” is that Vocera-provided software designed to operate on separate server hardware platforms, including both standard Server Software and optional Server Software components, e.g., the Report Server, Telephony Server, etc. (each, including the standard Server Software, referred to as a “Server Software Component”).

2) **License.** Vocera grants you the non-exclusive right to install and run (“Use”) the Server Software Components on computer systems (each, a “Server Computer”) located in the geographic territory designated above (“Territory”), and to Use the Client Software in conjunction with Badges and such Server Computers. You may Use the standard Server Software on one primary Server Computer while you Use each optional Server Software Component concurrently on the same or additional primary Server Computers. You may install backup copies of these Server Software Components on backup Server Computers so as to be ready to run in the event of failure of the primary Server Computer(s) but, unless you have acquired multiple licenses 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 foregoing licensed Server Computers. You (including your permanent and temporary employees and subcontractors) may run the Software subject to the restrictions herein solely for your internal business purposes and may use the standard technical documentation provided by Vocera (“Documentation”) to facilitate such use of Badges and Software. All right, title, and interest in the Software and Documentation, including without limitation all patent rights, copyrights and other intellectual property rights thereto, is retained by Vocera and its Licensors (as defined below). You shall ensure that your employees, subcontractors and other agents who have access to the Software and Documentation are made

aware of the terms hereof. The rights and licenses granted herein will terminate immediately without notice from Vocera if you fail to cure a material breach of this Agreement within 30 days following your first knowledge of the breach but, subject to the foregoing, are perpetual. Upon any such termination, you shall cease using and shall destroy the Software and Documentation and all copies thereof including any updates or upgrades.

3) **Restrictions.** Various licenses offered by Vocera differ in certain limits (the “Limits”), including limits on (i) the number of profiled and/or concurrent users permitted, (ii) the hardware resources (e.g., number of Badges or communication ports) supported, or (iii) the features enabled. You may not Use the Software (a) on or from any platform other than the Server Computers, (b) in a manner exceeding such Limits, (c) so as to circumvent any technological measure provided from time to time to control access to or limit its Use, or (d) other than as contemplated by the Documentation; provided, that the foregoing does not apply to the extent that such activities are expressly permitted by law notwithstanding this prohibition. 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 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 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, the United States 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, copy, modify, adapt, or make derivative works from all or any portion of the Software or 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. 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.***

4) **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 Agreement. Vocera’s resellers have no authority to make any representations or commitments on behalf of Vocera or to modify, in any respect, this Agreement, any of its provisions or any rights hereunder. Vocera’s resellers have no authority to make any representations or commitments on behalf of Vocera or to modify, in any respect, this Agreement, 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 AND STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. YOU CONFIRM THAT YOU ARE USING THE SOFTWARE AND DOCUMENTATION FOR THE PURPOSES OF A BUSINESS, AND THAT THE CONSUMER GUARANTEES ACT 1993 DOES NOT APPLY TO ANY GOODS OR SERVICES PROVIDED BY VOCERA.**

5) **Defense of Claims.** Vocera will defend you from, or settle, any third party claim, suit or proceeding brought against you alleging that the Software, used as contemplated by the Documentation, constitutes a misappropriation or infringement upon any patent, trademark, copyright, or trade secret of any third party valid in the Territory (“IP Right”). Vocera will pay all litigation costs incurred by Vocera and will indemnify and hold you harmless from all amounts (i) awarded by a court of competent jurisdiction in such matter (including damages, costs and fees) but only to the extent attributable to an allegation that your use of the Software, authorized hereunder, infringes an IP Right or (ii) agreed in a settlement to which Vocera is a party; provided, however, that you must, after receiving notice thereof: (A) promptly advise Vocera of any such claim, suit or proceeding; (B) tender to Vocera the defense thereof; and

(C) cooperate reasonably therein. If the Software or any part thereof is held to infringe upon any IP Right, and your use thereof is enjoined or materially interfered with, Vocera will, at its sole expense, either: (a) procure for you the right to continue using such Software or part thereof; (b) replace or modify such Software or part thereof with non-infringing software of substantially equivalent functionality; or (c) in the event Vocera is unable, after exercising its reasonable efforts, to implement one of the options set forth in subsection (a) or (b) above, accept return of the Software and refund to you all amounts paid to Vocera for the Software amortized over a useful life of five (5) years. To the full extent permitted by law, Vocera’s performance of its obligations under this provision shall be a sole and exclusive remedy with respect to intellectual property rights, the alleged infringement thereof and any implied or statutory term, condition, representation or warranty of non-infringement.

6) Damages Exclusions and Limitations. WITHOUT PREJUDICE TO ANY OF THE FOREGOING, VOCERA’S LICENSORS (AS DEFINED IN SECTION 8) DISCLAIM ALL LIABILITY TO YOU FOR DAMAGES OF ANY KIND AND VOCERA WILL NOT BE LIABLE FOR:

- a) LOST PROFITS, REVENUE, INTEREST, 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 THIS LICENSE (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 AMOUNT ACTUALLY PAID OR PAYABLE FOR THE SOFTWARE, REGARDLESS OF THE NATURE OF THE CLAIM.

7) **Third Party Licensors.** This Agreement imposes certain requirements (“Licensor Requirements”) with respect to modules or technology included by Vocera within the Software (“Licensor Modules”) and provided by Vocera’s direct or indirect licensors (“Licensors”). This Agreement, revisions to the Software and/or new product offerings may be accompanied by differing or additional Licensor Requirements. The Licensor Requirements are included herein for the express benefit of the corresponding Licensors who are third-party beneficiaries of, and entitled to enforce, such provisions. The Licensor Modules may only be used as part of the Software and with data created or used by the Software. You may not use the voice recognition technology included in the Software to implement voice database queries to personal and/or corporate backend databases.

8) **Applicable Law; etc.** This Agreement shall be governed by and construed in accordance with New

Zealand law and 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 Agreement. No waiver or amendment of any provision hereof shall be valid unless in writing. Any waiver shall only be applicable to the specific incident and occurrence waived. The failure by Vocera to insist upon strict performance, or to exercise any rights hereunder, shall not act as a waiver. If any provision hereof is deemed to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity of the remaining provisions.

9) **Conflict.** The terms of this Agreement shall prevail in the event of conflict with any otherwise applicable law for the protection of proprietary rights. In the event of any conflict or inconsistency between the terms of this Agreement and any the express terms other agreement between you and Vocera relating to the supply and use of the Software and Documentation, such express terms shall supersede the terms of this Agreement solely to extent of the conflict or inconsistency.