

End User License Agreement
Territory: United States and Canada
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, all as detailed in Section 8). 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.

Subject to the terms and conditions of this Agreement, 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 Server Software 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 receipt of written notice 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. You agree not to duplicate or disclose to third parties any license key or coded token 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 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, 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. 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, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.**

5. Defense of Certain Claims.

5.1 Defense. Vocera will, at its own expense, defend you from, or settle, any third party claim, suit or proceeding brought against you to the extent it is based upon a claim that the Software, used as contemplated by the Documentation, misappropriates or infringes any patent, trademark, copyright, or trade secret of any third party alleged to be valid in the Territory ("IP Right"). Vocera 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. The foregoing indemnity is contingent on you providing Vocera prompt written notice of any such claim or action and giving Vocera full information and assistance in connection with defending and/or settling such claim, at Vocera's sole expense. Vocera shall have the sole right to control the defense of any such claim or action and the sole right to settle or compromise any such claim or action. 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, or in Vocera's opinion is likely to be held to infringe, 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. If the "Territory" is not otherwise defined in an agreement between the parties, "Territory" shall mean the country where the primary use of the Software occurs.

5.2 Limitations. The foregoing obligations of Vocera will not apply to any claim arising out of: the alteration of the Software by you or a third party, (ii) the combination of the Software with goods or services not provided by Vocera where such infringement arises from the combination and where the Software could have been used, in the manner contemplated by its Documentation, in a manner not giving rise to such infringement, or (iii) the failure to use the latest version of the Software, in each case to the extent that infringement or misappropriation otherwise would have been avoided.

5.3 ENTIRE LIABILITY. 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 OR MISAPPROPRIATION THEREOF AND ANY IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF NON-INFRINGEMENT.

6. **Damages Exclusions and Limitations.**

Without prejudice to any of the foregoing, and notwithstanding any failure of essential purpose of any limited remedy, 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. **U.S. Government Users.**

The Software is a "commercial item" consisting of "commercial computer software" and the Documentation is a "commercial item" consisting of "commercial computer software documentation," as such terms are used in 48 C.F.R. 2.101 and 48 C.F.R. 12.212. Under 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 to 227.7202-4, U.S. Government Users acquire the Software and Documentation only with the rights set forth therein.

8. **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 ("Third-Party Software Requirements") imposed by the Licensors are included in this Agreement or are posted at www.vocera.com/legal and are incorporated herein by reference. The Third-Party Software requirements are included herein 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 different terms and conditions, including but not limited to Third-Party Software requirements which are posted at www.vocera.com/legal and are effective as of the date of installation.

9. **General.**

9.1 Governing Law; etc. If your principal use of the Software is in the United States (a) this Agreement is governed by the laws of Delaware, excluding its principles of conflict of laws and (b) in any claim hereunder, you consent to the non-exclusive jurisdiction of the state and federal courts situated in Delaware and waive objection to such venues. If your principal use of the Software is in Canada (a) this Agreement shall be governed by and construed according to the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding its principles of conflict of laws and (b) in any claim hereunder, you consent and hereby submit to the non-exclusive jurisdiction and venue of the courts situated, and waive objection to venue, in the Province of British Columbia (including the federal courts sitting in such province). The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to this Agreement.

9.2 Waiver. 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.

9.3 Interpretation. 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.

9.4 Language. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.* If a version of this Agreement exists in a different language, the English language version shall prevail to the extent of any inconsistency.

9.5 Conflict The terms of this Agreement shall prevail in the event of conflict with any otherwise applicable law for the protection of proprietary rights.