

End User License Agreement
935-01003 (Rev. E)
Territory: Australia

This version is current as of June 21, 2017. Please see vocera.com/about-us/legal/voice-messaging-products-legal-documents for superseding versions issued subsequent to that date.

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/or 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 8). “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 Services” means the certain other services hosted by Vocera and/or its designee to which you and certain affiliates will be provided electronic access over the Internet for use in conjunction with the Software. 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 additional 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 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 use by you and designated affiliates 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. Licenses offered by Vocera differ in certain limits as set forth in the Quote or specified in writing by Vocera (the “Limits”), including limits on (i) the number of user 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 that exceeds 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 the rights granted hereunder 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 Server 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.***

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 hereunder. 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, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW, AND SUBJECT TO THE STATUTORY PROTECTIONS CLAUSE BELOW.**

7. Statutory Protections.

(a) If any statutory protection imposed by law in relation to the sale or supply of goods or services which cannot lawfully be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent is breached then, to the extent permitted by law, End User's remedy in respect of such statutory provisions is limited, at Vocera's option, to: (a) in the case of goods: (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of the goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) in the case of services: (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

(b) Vocera's supplies are not of a kind ordinarily acquired for personal, domestic or household use or consumption. Despite this, if the End User acquires supplies deemed to be consumer goods or services under the Australian Consumer Law, section 6.2 applies to those supplies to the extent Vocera's liability is not otherwise validly limited or excluded under these terms. Any benefits given to End User in these terms relating to repair, replacement, providing again, rectifying or providing compensation in connection with those supplies are in addition to End User's other statutory protections and remedies.

(c) Vocera's goods come with guarantees that cannot be excluded under the Australian Consumer



Law. End User is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. End User is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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 imposed by the Licensors are posted at 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. Any such revisions posted as of the date of installation of a Software update or new offering are effective immediately upon installation.