



Vocera Communications, Inc.
Master Lease Agreement Checklist / Document Package

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1. **Master Lease Agreement:** Please Sign & Date page 7. Confirm that the printed name and title, telephone & facsimile number on the document are accurate. Review Exhibit A (p.8) and confirm all printed information is accurate. Sign and date the bottom of the page above printed signatory’s name and title.
2. **Warranty Agreement:** Review printed information in header to confirm accuracy. Please sign and date the bottom of page 10 by signatory’s printed name and title.
3. **Certificate of Authority:** Signatory shall sign by printed title and name at the bottom of the document (p.12). A separate authorized approving officer should sign below signatory, granting authority for that listed signatory to execute documents.
4. **Insurance Requirements:** Please complete and sign page 13 with the appropriate information requested. Include Customer PO number where indicated.
5. **Tax Exemption Certificate:** If applicable, please include a copy of Customer Tax Exemption Certificate.
6. Please scan and email all documents to LawDepartment@Vocera.com or, fax to (408) 882-5901.

Checklist of required documents:

- Master Lease Agreement
- Warranty Agreement
- Certificate of Authority
- Insurance Document
- Tax Exemption Certificate (if applicable)

Please send all documents with original wet signatures by overnight courier to:

Jeannie Shye - VFG
 US Bank Building
 13010 SW 68th Parkway
 Suite 100
 Portland, OR 97223

You may use Vocera’s Shipping Account Numbers: **UPS: 7R1F35** or **FedEx: 252205276**



This Master Lease Agreement (“Agreement”) is entered into as of _____, 201_, between:

LESSEE: _____	LESSOR: Vocera Communications, Inc.
a corporation organized under the laws of _____	a corporation organized under the laws of Delaware

This Agreement states the terms and conditions upon which Lessor from time to time will lease to Lessee certain equipment, additions or upgrades (collectively “**Equipment**” or individually an “**Item**”) and/or to finance certain licensed software and services (“**Financed Items**,” which are included in the word “**Equipment**” unless separately stated), all as described on Equipment Schedules substantially in the form of Exhibit A (each, a “**Schedule**”). Each Schedule, together with this Agreement, shall constitute a separate lease (“**Lease**”).

1. Lease Term. A Lease begins with respect to an Item on the Term Commencement Date specified in the applicable Schedule. The duration or “**Term**” of a Lease shall be as identified in such Schedule. Lessee shall timely and properly deliver Purchase Orders, executed Schedules and other documentation Lessor reasonably requests. Lessor has no obligation to ship or lease Items as to which such documents are not timely provided. Lessee shall deliver to Lessor all original executed documents as set forth above in form and substance reasonably acceptable to Lessor, including documents Lessor deems reasonably necessary to evidence its first priority lien on the Equipment. The Term of each Lease begins on the date of shipment of the corresponding Equipment (“**Term Commencement Date**”) and ends the “**Number of Months**” after the Term Commencement Date specified in such Schedule (“**Termination Date**”). Lessor will endeavor to ship Equipment by the Target Shipment Date specified in the Schedule. If the Schedule Date is more than 90 days prior to the Target Shipment Date, Vocera reserves the right to renegotiate such Schedule prior to shipment in the event of changes in prevailing discount rates or Lessee’s credit worthiness. Equipment will be shipped freight collect. Risk of loss or damage transfers to Lessee upon shipment.

2. Lease Payments; Financed Items. In exchange for possession and use of the Equipment during the Term of the Lease, Lessee shall pay Lessor the amounts specified in the applicable Schedule (“**Lease Payments**”) plus applicable taxes and all other amounts payable by Lessee under the Lease (collectively, “**Aggregate Payments**”). Lease Payments are due on each “**Payment Date**,” defined as (a) 1 calendar month after the Term Commencement Date for the initial payment; (b) 3 calendar months after the Term Commencement Date for the second payment; and (c) 3 calendar months after the prior Payment Date for each subsequent payment, or as otherwise stated in the Schedule. Lessor shall bill Lessee in advance for each Lease Payment due hereunder. The Aggregate Payments shall continue to be due and payable by Lessee until the Termination Date. If any amount is past due for more than 5 days, interest shall accrue at 1% per month or, if less, the maximum legal rate of interest (“**Late Charge Rate**”) from the date payment was due until payment is received. In addition to the Equipment leased hereunder, Lessee may have elected to finance certain licensed software and/or services, including but not limited to training, installation, maintenance, custom programming, technical consulting and support services (collectively, the “**Financed Items**”). Lessee grants Lessor a security interest in Lessee’s rights (including any rights as a licensee) in any software included in any Financed Items as security for all Lessee’s obligations to Lessor of every kind or nature. All of Lessee’s obligations under the Lease with respect to Equipment shall extend to Financed Items. The term “**Lease Payments**” as used in the Lease includes amounts due to Lessor for Financed Items. Ownership of any software financed by Lessor under this Lease shall remain with the licensor thereof and Lessee’s rights with respect to such software shall be governed by a separate license agreement between the licensor and Lessee, which shall not be affected by the Lease. No such services shall be performed by any assignee of the Lessor unrelated to such licensor (“**Lessor Assignee**”). IN NO EVENT SHALL LESSOR ASSIGNEE HAVE ANY OBLIGATION TO PERFORM ANY SERVICES, AND ANY FAILURE OF ANY PERSON TO PROVIDE ANY SERVICES FINANCED HEREUNDER SHALL NOT EXCUSE LESSEE’S OBLIGATIONS UNDER THE LEASE. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FINANCED ITEMS, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LESSOR SHALL NOT BE LIABLE TO LESSEE, NOR SHALL THERE BE ANY ABATEMENT OR SETOFF IN RENT, FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED BY ANY FINANCED ITEMS. Upon the happening of an Event of Default, in addition to all other remedies provided for under the Lease, Lessor shall have the right to: (i) require Lessee to immediately cease any and all use of any software included in any Financed Items (and Lessee shall deliver to Lessor certification executed by a duly-authorized officer of Lessee certifying that Lessee has stopped using such software), and/or (ii) cause the termination of all software licenses and/or services provided under or in conjunction with any Financed Items. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, LESSEE IRREVOCABLY

CONSENTS TO A TERMINATION OF ANY FINANCED ITEMS AND IRREVOCABLY WAIVES ANY CLAIM LESSEE MAY HAVE AGAINST LESSOR, LESSOR ASSIGNEE, LICENSOR OR THIRD-PARTY SERVICE-PROVIDER WITH RESPECT TO SUCH TERMINATION.

3. Purchase Option. If a Schedule specifies a 3 year Term and no Default or Event of Default has occurred and is continuing, or as otherwise specified in the "Notes" section of the Schedule, Lessee shall have the option ("Purchase Option"), not less than 30 days prior to the end of the Term to purchase all, but not less than all, of the Equipment then subject to such Lease for \$10.00. Upon payment of the purchase price for the Equipment, Lessor will transfer to Lessee, without recourse or warranty, except for the absence of liens created by Lessor, all of its right, title and interest in and to the Equipment then subject to such Lease, as is, where is. Except with regard to Equipment as to which a Purchase Option is properly exercised, no title or ownership is conveyed hereby but, rather, is retained by Lessor.

4. Disclaimer of Warranties. THE WARRANTY AGREEMENT OF EVEN DATE HEREWITH BETWEEN VOCERA COMMUNICATIONS, INC. AND LESSEE (THE "WARRANTY AGREEMENT"), CONTAINS EXPRESS WARRANTIES BY VOCERA COMMUNICATIONS, INC. REGARDING THE EQUIPMENT. THE WARRANTY AGREEMENT IS A SEPARATE AND DISTINCT AGREEMENT BETWEEN VOCERA COMMUNICATIONS, INC. AND LESSEE AND SHALL NOT IMPACT, ALTER OR GIVE RISE TO ANY CLAIM, OFFSET, ABATEMENT OR DEFENSE BY LESSEE HEREUNDER, UNDER ANY LEASE, OR AGAINST ANY ASSIGNEE OF THE LEASE. Lessor covenants that so long as no Event of Default shall have occurred and be continuing, Lessor shall take no action to interfere with Lessee's possession and use of the Equipment, subject to and in accordance with the provisions hereof. LESSOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO EQUIPMENT DESIGN, WORKMANSHIP OR MATERIALS, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, ABSENCE OF PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE) IT BEING AGREED THAT, AS BETWEEN LESSEE AND LESSOR, SUCH MATTERS ARE SEPARATELY COVERED BY THE WARRANTY AGREEMENT OF EVEN DATE HEREWITH BY AND BETWEEN VOCERA COMMUNICATIONS, INC. AND LESSEE (THE "WARRANTY AGREEMENT"), SOLELY TO THE EXTENT PROVIDED THEREIN. THE WARRANTY AGREEMENT IS A SEPARATE AND DISTINCT AGREEMENT BETWEEN VOCERA COMMUNICATIONS, INC. AND LESSEE AND SHALL NOT IMPACT, ALTER OR GIVE RISE TO ANY CLAIM, OFFSET, ABATEMENT OR DEFENSE BY LESSEE HEREUNDER, UNDER ANY LEASE, OR AGAINST ANY ASSIGNEE OF THIS MASTER LEASE AGREEMENT. Lessor is not responsible for any liability, claim, loss, damage or expense of any kind (including strict liability in tort) caused by the Equipment, except for any loss or damage caused by the gross negligence or willful misconduct of Lessor. In no event is Lessor responsible for special, incidental or consequential damages.

5. Net Lease. EACH LEASE IS A NON-CANCELABLE NET LEASE FOR THE ENTIRE TERM. LESSEE'S OBLIGATIONS TO PAY AMOUNTS DUE SHALL BE ABSOLUTE AND UNCONDITIONAL. Lessee has no right of prepayment. The obligations of Lessee shall not be affected by any circumstances whatsoever or subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment of any kind or any defense or other right which Lessee may have against Lessor, under the Warranty Agreement or otherwise, or anyone else for any reason. The parties intend that all amounts due shall continue to be payable in all events in the manner and at the times set forth in each Lease.

6. UCC Filings; Liens. The Equipment is and shall at all times remain the sole and exclusive property of Lessor. Lessee shall have no right, title or interest in or to the Equipment except as expressly set forth in the applicable Lease. Throughout the Term of each Lease, Lessee hereby authorizes Lessor to execute and deliver for filing such Uniform Commercial Code ("UCC") financing statements or other similar or substitute documents as Lessor deems necessary and/or appropriate to protect its right, title and interest in and to the Equipment. Lessee shall at its expense, protect and defend the title and rights of Lessor in or to the Equipment from and against all claims, liens, charges, encumbrances and legal processes, whether imposed, asserted or instituted by creditors of Lessee or otherwise, and shall at its expense promptly take all action necessary to discharge the same.

7. Tax Indemnity. Lessee shall pay and discharge before they become delinquent, or shall reimburse Lessor in accordance with this Section for, all license fees, assessments and sales, use, property, excise and other taxes, however designated (each such fee, assessment or tax an "Imposition") now or hereafter imposed or assessed by any foreign, federal, state or local government upon the ownership, delivery, installation, leasing, renting, use or sale of the Equipment, Lease Payments, or the other charges payable hereunder, whether assessed on Lessor or Lessee, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act. Notwithstanding the

foregoing, Lessee shall have no liability for any Imposition on or measured by the net income of Lessor. For Impositions for which Lessor is legally responsible, Lessor shall file all declarations, forms and returns and shall pay the taxing authority directly. Lessor shall invoice Lessee for such Impositions and Lessee shall pay Lessor all amounts owed for such Impositions within thirty days of receipt of invoice.

8. Lessee Responsibilities.

8.1 Compliance with Law. Lessee shall at its expense comply with and conform to all federal, state and local laws, ordinances, rules and regulations relating to the possession, use, maintenance or modification of the Equipment and shall use the Equipment only in compliance with all applicable laws. On reasonable prior notice to Lessee, Lessor and Lessor's agents shall have the right, during Lessee's normal business hours, to enter the premises where the Equipment is located for the purposes of inspecting the Equipment and records with respect thereto and observing its use.

8.2 Location; Personal Property; Maintenance; Use; Return. Lessee may not relocate the Equipment from the location specified in the applicable Schedule without the prior written consent of Lessor. The Equipment shall at all times be and remain personal property and not become a fixture or a part of any real property. During the Term, Lessee shall at its expense, keep the Equipment in good working order, repair, appearance and condition, reasonable wear and tear accepted. Lessee shall not use or permit the use of the Equipment for any purpose for which the Equipment is not designed or intended. Subject to each applicable Schedule, on or before the applicable Termination Date, Lessee shall pack and return the Equipment to Lessor at such location within the continental United States as shall be specified by Lessor. Any packaging, transportation and shipping charges shall be borne by Lessee. The Equipment that is returned to Lessor shall be in the same operating order, repair, condition and appearance as when delivered to Lessee, reasonable wear and tear excepted. Lessee shall pay Lessor the Stipulated Loss Value of any Item not returned in accordance with the terms of the Lease within 15 days of the applicable Termination Date.

9. Insurance. The "Stipulated Loss Value" of Equipment at any point in time means the total amount of the remaining Lease Payments due under the Lease at such time. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability for bodily injury and property damage in amounts customary for equipment similar to the Equipment operated by persons similarly situated with Lessee and otherwise reasonably acceptable to Lessor and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the Stipulated Loss Value. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee, naming Lessor as an additional insured thereunder for the liability coverage and as sole loss payee for the property damage coverage on or prior to the applicable Lease Commencement Date and annually thereafter prior to the renewal date for such insurance policies. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor.

10. Risk of Loss; Casualty. From the date the Equipment is shipped to Lessee until it is returned to Lessor or title passes to Lessee, if applicable, Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any and every cause whatsoever. In the event any Item is lost, destroyed, stolen or damaged beyond repair ("Casualty"), Lessee shall be liable to Lessor and shall pay Lessor an amount equal to the Stipulated Loss Value. Lessee shall pay Lessor such Stipulated Loss Value plus all other amounts then due under the applicable Lease on the next Payment Date at least 30 days after the Casualty date. Upon receipt by Lessor of any Item's Stipulated Loss Value, the Lease and Lessee's obligation to pay Lease Payments shall terminate as to such Item. Notwithstanding partial destruction of or repairable damage to any Item, the Lease shall continue with respect to such Item and Lessee shall at its expense promptly repair such Item. There shall be no abatement of Lease Payments hereunder in such event. Lessee will notify Lessor of any Casualty or partial destruction to the Equipment within ten (10) business days of occurrence.

11. Indemnification. Lessee shall indemnify, defend and hold harmless Lessor, its officers, directors, employees, shareholders, affiliates, agents, successors and assigns from and against any and all claims, actions, suits, proceedings, costs, expenses (including court costs and attorneys' fees), damages, obligations, penalties, injuries and liabilities, including Lessor's strict liability in tort ("Claim(s)"), arising out of, connected with or resulting from the selection, purchase, acceptance or rejection of Equipment, ownership of Equipment during the Term of any Lease, and the delivery, lease, possession, maintenance, use, condition, return or operation of Equipment, alterations, additions or upgrades thereto, excepting only Claims that arise solely out of the gross negligence or willful misconduct of Lessor. Lessee shall at its expense defend any and all actions based on or arising out of the foregoing and notify Lessor immediately upon receipt of notice or knowledge of any event which may give rise to a Claim. Lessee's indemnification obligations survive termination of any Lease. Nothing herein shall limit or waive any right of Lessee to proceed separately against Vocera Communications, Inc. under the Warranty Agreement but any such claim shall not give rise to any right of set-off, counterclaim, abatement, defense or deferment.

12. Assignment.

12.1 Lessee's Assignment and Sublease. Lessee shall not assign this Agreement or any Lease or assign its rights in or sublet the Equipment or any interest therein without Lessor's prior written consent. Lessee shall not create, incur or suffer to exist any mortgage, lien, pledge or other encumbrance on or affecting, or with respect to the Equipment or any of Lessor's interests hereunder.

12.2 Lessor's Assignment. Lessor may assign its rights under any Lease and to the Equipment and the Aggregate Payments and other sums at any time due or to become due thereunder. Lessee acknowledges and agrees that the rights of any such assignee in and to the sums payable by Lessee under any Lease shall not be subject to any abatement whatsoever and shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever by reason of any damage to or loss or destruction of the Equipment, or any part thereof, or by reason of the Warranty Agreement or any other indebtedness or liability, howsoever and whenever arising, between Lessee and Lessor. The Lease shall be binding upon and shall inure to the benefit of Lessor, Lessee and their respective successors and assigns.

13. Time of the Essence; Default. Time is of the essence in this Agreement. With respect to each Lease, the occurrence of any of the following events (each an "Event of Default") shall constitute an Event of Default hereunder and under each Lease then in effect: (a) Lessee's failure to pay any Lease Payment when due and the failure continues for 5 days, or with respect to any other amount payable hereunder, the failure continues for 10 days after written notice; (b) a failure by Lessee to maintain insurance on the Equipment as required by Section 9; (c) Lessee's failure to perform any other term or condition of the Lease not cured within 10 days after written notice; or (d) the material inaccuracy of any representation or warranty made by Lessee herein or in any Lease or in any document or certificate furnished to Lessor hereunder; (e) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a petition seeking relief for itself under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or files an answer admitting the material allegation of such a petition, or consents to or acquiesces in the appointment of a trustee, receiver or liquidator for the Equipment or for Lessee or all or any substantial part of its assets or properties; (f) the filing of proceedings against Lessee under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, which have not been dismissed within 60 days of filing, or the appointment without Lessee's consent or acquiescence of any trustee, receiver or liquidator for Lessee or any substantial part of Lessee's assets or properties, which appointment has not been vacated within 60 days of appointment; or (g) a material adverse change has occurred in Lessee's operating or financial condition.

14. Remedies.

14.1 Remedies. Upon an Event of Default, Lessor, by written notice to Lessee, may declare the subject Lease and each other Lease then in effect in default, cancel any such Lease or otherwise terminate Lessee's right to the Equipment and Lessee shall immediately assemble, make available, or if Lessor requests, return the Equipment to Lessor in accordance with the terms hereof. Lessor may also, at its option, exercise any one or more of the following remedies: (a) enforce Lessee's performance of the provisions of the applicable Lease by appropriate court action in law or in equity; (b) recover from Lessee all sums accrued and unpaid under the terms hereof prior to Lessor's retaking possession of the Equipment; (c) with notice and process of law and without breaching the peace, Lessor may enter Lessee's premises to remove and repossess the Equipment without being liable to Lessee for damages due to the repossession, except those resulting from Lessor's, its assignees', agents' or representatives' gross negligence or willful misconduct; (d) recover all attorney and court costs incurred by Lessor relating to the enforcement of its rights under the Lease; (e) recover from Lessee, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the then current Stipulated Loss Value of the Equipment (which Lessee acknowledges are damages to be paid in lieu of future Lease Payments and are reasonable in light of anticipated damage to Lessor arising by reason of such Event of Default), which payment, together with applicable sales or use tax, shall become immediately due and payable; or (f) exercise any other right or remedy available to Lessor at law or in equity. Upon repossession or surrender of any Equipment, Lessor shall use commercially reasonable efforts to lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor hereunder; provided however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Lessee agrees that if Lessor is unable after reasonable effort to sell or lease the Equipment the net proceeds shall be deemed \$0.00.

14.2 Remedies Cumulative. The above remedies are cumulative and may be exercised in lieu of or in addition to each other or any remedies at law, in equity or under statute. No failure to exercise any right, power or remedy by Lessor

shall impair any such right, power or remedy of Lessor, nor shall it be construed to be a waiver of or acquiescence in any later breach or Event of Default.

15. Lessee's Representations. Lessee represents and warrants for the benefit of Lessor, as of the date hereof and each Lease Commencement Date that (a) Lessee is validly existing and in good standing under the laws of the jurisdiction of its organization and the jurisdiction(s) where the Equipment will be located and has adequate power to enter into and perform this Agreement and the Lease; (b) Lessee's legal name is as set forth on the signature page hereof; (c) this Agreement and each Lease has been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements of Lessee, enforceable in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency moratorium or other similar laws affecting creditor's rights generally, or general principles of equity; and (d) entering into and performing this Agreement and the Lease will not violate any judgment, order, law or regulation applicable to Lessee or any provision of Lessee's organizational documents, or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound.

16. General.

16.1 Amendments, Counterparts, etc. Lessee acknowledges that there are no agreements or understandings, written or oral, between Lessor and Lessee with respect to the Equipment, other than as set forth herein and in each Schedule. Lease contains the entire agreement between Lessor and Lessee with respect thereto. Neither this Agreement nor any Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought; provided the foregoing shall not limit the right of Vocera Communications, Inc. to revise any of its standard policies, procedures or terms as set forth in the Warranty Agreement. The Lease may be executed in counterparts. At Lessor's request, Lessee shall execute and provide to Lessor a counterpart hereof and each Schedule stamped "Original." All other counterparts are duplicates and may be stamped "Duplicate". No security interest may be created or conveyed through the transfer or possession of any document other than the Schedule stamped "Original."

16.2 Notices. Notices shall be delivered or sent to the addresses stated below. In the case of personal delivery, notice shall be deemed to have been given upon actual receipt. In the case of email or facsimile, notice shall have been deemed to have been given upon the business day on or next following the date the transmitting machine confirms transmission. Notice by U.S. mail shall be deemed given 5 business days after mailing, first class prepaid mail, return receipt requested.

16.3 Lessee's Waivers. All Equipment is deemed accepted upon shipment. To the extent permitted by applicable law, Lessee hereby waives any and all rights and remedies conferred upon a lessee by sections 2A-508 through 2A-522 of the UCC. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may limit or modify Lessor's rights or remedies hereunder.

16.4 Security Interest. The parties hereto agree that the transactions contemplated herein are intended as a lease; provided, however, to provide for the contingency of a determination for other reasons that the lease so intended nonetheless creates a security interest, Lessee grants to Lessor to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created under the Lease Documents, a first priority security interest in all right, title and interest Lessee may now have or may hereafter acquire in, to and under the Equipment, substitutions and replacements thereto and therefor. Upon the reasonable request of Lessor, Lessee agrees to furnish information regarding the business affairs and financial condition of Lessee including, without limitation, any information required for compliance with "know your customer" or similar laws.



16.5 Financial Reporting. Within 30 days after Lessor's request, Lessee shall deliver all information (including tax returns) requested by Lessor which Lessor deems reasonably necessary to determine Lessee's current financial condition and faithful performance of the terms hereof. This may include: (i) reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity, and notes to financial statements) within 120 days after Lessee's fiscal year end and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by Lessor. Unless otherwise accepted by Lessor, each financial statement submitted to Lessor shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present the Lessee's financial condition and results of operations for the period to which it pertains.

16.6 PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you enter a transaction with us we will ask for your name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your identity.

16.7 Governing Law; Conflicts; etc. The Lease will be governed and construed in accordance with the laws of New York without giving effect to conflict of law provisions. In the event of conflict between the terms hereof and any Schedule, the Schedule shall control. If any part of the Lease is deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted. The obligations which Lessee is required to perform during the Term of any Lease shall survive the expiration or other termination of such Lease, to the extent that such obligations remain unperformed as of the expiration or termination of such Lease.

16.8 No Jury Trial. *Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement, the transactions hereunder, or the actions of the parties and their respective successors and assigns.*

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

LESSEE:	LESSOR: Vocera Communications, Inc.
By:	By:
Printed Name:	Printed Name: Jay M. Spitzen
Title:	Title: General Counsel
Address:	Address: 525 Race Street San Jose, CA 92126
Telephone:	Telephone: (408) 882-5100
Facsimile:	Facsimile: (408) 882-5901



EXHIBIT A

EQUIPMENT SCHEDULE NO. 1 dated _____, 201_, (“Schedule Date”) to
MASTER LEASE AGREEMENT dated _____, 201_

“Lessee”	“Lessor”
_____	VOCERA COMMUNICATIONS, INC.

Lessee agrees to lease the following equipment from Lessor and Lessor agrees to lease the Equipment to Lessee on the terms and conditions set forth in this Schedule and the Master Lease Agreement, incorporated herein by reference. By their execution and delivery of this Schedule, the Parties hereby reaffirm all of the terms, conditions, representations and warranties of the Master Lease Agreement. The “Start Date” is the date of shipment, FOB origin, of the Equipment and the “End Date” is 16 periods after the Start Date.

Purchase Order Number:		Periodic Payment Amount:	
Target Shipment Date:		Payment Period: [Quarterly] [Monthly]	
Total Lease Payments:		Number of Periods:	
Location(s) of Equipment: :			
Notes			
NA			
Equipment			
SKU	Description	Quantity	Non-Return Fee

IN WITNESS WHEREOF, the parties hereto have executed this Schedule as of the date first above written.

LESSEE:	LESSOR: VOCERA COMMUNICATIONS, INC.
By:	By:
Printed Name:	Printed Name: Jay M. Spitzen
Title:	Title: General Counsel



WARRANTY AGREEMENT

LESSEE:	LESSOR: Vocera Communications, Inc.
a corporation organized under the laws of: _____	a corporation organized under the laws of Delaware
Address:	Address: Vocera Communications, Inc. Attention: Leasing Department 525 Race Street San Jose, CA 95126-3495

THIS WARRANTY AGREEMENT (“Warranty Agreement”) is between the Lessor and Lessee specified above, each referred to individually as a “Party” and collectively as the “Parties.”

1. **Term; Notices.** This Warranty Agreement is a separate agreement entered into in connection with the execution by the parties of that certain Master Lease Agreement of even date herewith (the “Master Lease Agreement”) and shall be coterminous therewith. Capitalized terms used but not defined herein are used with the same meaning as in the Master Lease Agreement. The notice provisions of the Master Lease Agreement are incorporated by reference herein.
2. **Relationship of Parties; Counterparts.** Nothing in the Master Lease Agreement, this Warranty Agreement, or any other document or agreement between the Parties shall constitute or be deemed to constitute a partnership between the Parties. The relationship between the Parties shall be that of seller/lessor and buyer/lessee, respectively. Lessee, its officers, agents and employees, shall under no circumstances be considered the officers, agents, employees or representatives of Vocera. Neither Party shall have the right to enter into any contracts or binding commitments in the name of or on behalf of the other Party in any respect whatsoever. This Warranty Agreement may be executed in counterparts, each of which when executed and delivered, shall be deemed an original and taken together shall constitute one and the same instrument.
3. **Attachments; Standard Policies.** Attachment 1 (Terms and Conditions—United States) is incorporated herein by this reference. The following Vocera standard policies, posted at www.Vocera.com/Legal, are incorporated herein. To the extent of any conflict between this Warranty Agreement and any such policy, the provisions of this Warranty Agreement will control. Vocera may revise these policies from time to time by posting updated policies which will take effect when posted; provided, that no revised policy shall adversely affect Lessee’s rights with respect to Equipment leased pursuant to an Equipment Schedule with a prior Term Commencement Date.

“Limited Hardware Warranty” means the document entitled “Badge Products Limited Warranty for Communications Systems—United States and Canada.”
“RMA Policy” means the document entitled “Badge Products RMA Policy for Communications Systems—Worldwide.”
“EULA” means the End User License Agreement –United States and Canada.
Software Maintenance and Technical Support – United States and Canada.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Warranty Agreement.

	Lessee:	Lessor: Vocera Communications, Inc.
By:		By:
Name:		Jay M. Spitzen
Title:		General Counsel
Date:		Date:

Attachment 1—TERMS AND CONDITIONS (United States)

1 **Warranty Disclaimer.** *Except for the express undertakings herein, and subject to the limitations and preconditions herein, all 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 and non-infringement) are hereby excluded to the extent allowed by applicable law.*

2 **Defense.** Lessor (referred to in this section as “Vocera”) will, at its own expense, defend Lessee (referred to in this section as “End User”) from or settle any third party claim, suit or proceeding brought against End User to the extent it is based upon a claim that any Product used as contemplated by the Product Documentation: (i) infringes in the applicable Territory defined in this Agreement upon any patent, trademark or any copyright or (ii) misappropriates any trade secrets of any third party alleged to be valid in the Territory (“IP Right”). Vocera will indemnify and hold End User 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 End User's use of the Product, authorized hereunder, infringes an IP Right or (ii) agreed in a settlement to which Vocera has assented in writing. The foregoing is contingent on End User 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 a Product is, or in Vocera’s opinion might be, held to infringe or misappropriate as set forth above, Vocera may, in addition to its aforementioned obligations and at its sole option and expense, replace or modify such Product so as to avoid infringement or misappropriation, or procure the right for End User to continue the use of such Product. If neither of such alternatives is, in Vocera’s opinion, commercially reasonable, at Vocera’s request, such Product shall be returned to Vocera and Vocera’s sole and exclusive liability, in addition to its obligation to reimburse awarded damages, costs and expenses as set forth above, shall be to refund the amounts paid for such Product by End User, 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 Product occurs.

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

2.2 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.

3 **Battery Refresh Plan.** Lessee is entitled, from time to time during the term of the Lease, to obtain from Vocera new batteries to replace batteries originally provided under the Equipment Schedule. Replacement units will be shipped freight collect, EX WORKS origin. The maximum number of replacement units is the number of batteries originally on the Equipment Schedule. Each replacement must be for a minimum of Twenty Five (25) units. Lessee must request replacements by email to BatteryRefreshPlan@Vocera.com. The right to request replacements lapse upon expiration of the Lease Term. For avoidance of doubt, it is acknowledged that any claim of Lessee arising from such undertaking or allegation of a failure of Vocera Communications, Inc. to perform in accordance therewith shall have no bearing on the rights or duties of the parties to the Master Lease Agreement following its assignment by Vocera Communication’s to an unaffiliated successor lessor.

4 **Equipment Not Returned.** If an Equipment Schedule includes a four-year lease term or Lessee does not otherwise elect the “Purchase Option” if provided for pursuant to the provisions of the Master Lease Agreement, Lessee must return to Vocera the scheduled Equipment, freight prepaid, within Five (5) business days following the end of the Term, with the exception of Equipment as to which Lessee (a) certifies in writing to Vocera that the Equipment has been lost or destroyed and (b) promptly pays Vocera the Non-Return Fee specified in the Equipment Schedule.

5 **Assignment.** This Warranty Agreement is personal to the parties, and neither party may assign or otherwise transfer any of its rights or obligations hereunder, whether voluntarily or otherwise, without the prior written consent of the other; provided, however, that either party may assign in connection with an acquisition of all or substantially all of the assets or equity of such party by a third party. Without limitation, Lessee may not sublease any Equipment. Any other attempted assignment or transfer without such consent shall be null and void. Subject to the foregoing, This Warranty Agreement will inure to the benefit of and be binding upon the permitted successors and assigns of the Parties.

6 **No Other Agreements; Waiver.** All previous agreements and arrangements (if any) made by Vocera and Lessee and relating to the subject matter hereof are hereby superseded. The Master Lease Agreement, this Warranty Agreement, the Schedules, and the other Lease Documents, including all attachments, embody the entire understanding of the Parties with respect thereto. This Warranty Agreement may only be amended by a writing signed by the Parties. Failure by either Party to enforce any rights under

This Warranty Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances constitute a continuing waiver or as a waiver in other instances.

- 7 **Force Majeure.** Neither Party shall be liable for any failure to perform any of its obligations hereunder (other than the payment of money) which results from an act of God, the elements, fire, flood, component shortages, terrorism, riot, insurrection, industrial dispute, accident, war, embargoes, legal restrictions or any other cause beyond the reasonable control of the Party.
- 8 **Governing Law; Interpretation.** This Warranty Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles. Headings in This Warranty Agreement are for convenience only and will not in any way define or affect the meaning, construction, or scope of the provisions hereof. If any part of This Warranty Agreement is illegal, invalid, or unenforceable, such part shall be modified by the appropriate arbitrator or judicial body to the minimum extent necessary to render it legal, valid, and enforceable while effectuating insofar as possible the basic purposes of the invalid part.
- 9 **Language.** The parties have expressly requested and required that this Warranty Agreement and all other related documents be drawn up in the English language.
- 10 **Attorneys' Fees.** In any litigation, arbitration or court proceeding between the Parties with respect to this Warranty Agreement, the prevailing Party shall be entitled to recover, in addition to any other amounts awarded, attorneys' fees and all costs of proceedings incurred in enforcing this Warranty Agreement.
- 11 **Compliance with Law.** Each Party shall carry out its activities under this Warranty Agreement in full compliance with all applicable laws, including, without limitation, the U.S. Export Administration Act of 1979, as amended, the Export Administration Regulations thereunder, and the export laws and regulations of other jurisdictions as applicable.



**CERTIFICATE OF AUTHORITY
(LEASE/LOAN)**

I/WE HEREBY CERTIFY to Vocera Communications, Inc. (the "Creditor") that:

- a) I/we am/are the person(s) authorized to certify on behalf of _____, a business entity (the "Company") organized and maintaining good standing under the laws of the State of _____;
- b) the following is a true and correct copy of certain Resolutions duly adopted or voted by the Board of Directors, Members or Managers, as appropriate, of the Company;
- c) I/we have placed a copy of such Resolutions in the official records of the Company;
- d) such Resolutions have not been rescinded, amended, or otherwise altered or repealed; and
- e) such Resolutions are now in full force and effect and are in full compliance with the formation documents of the Company, as such may have been amended. The Company has resolved the following:

1) That the Company from time to time leases personal property and/or borrows money or otherwise obtains credit from Creditor and that the entire amount of leasing, borrowing or credit under this resolution at any one time, whether direct or indirect, absolute or contingent, shall be unlimited;

2) That any one of the officers, agents, members, or managers designated below is hereby authorized to borrow money and to obtain credit and other financial accommodations (including the leasing of personal property) for the Company; and to execute and deliver on behalf of the Company any and all documentation required in connection therewith in such form and containing such terms and conditions as the person(s) executing such documents shall approve as being advisable and proper and in the best interests of the Company; and that the execution thereof by such person(s) shall be conclusive evidence of such approval; and, as security for the Company's obligations to Creditor to pledge, assign, transfer, mortgage, grant a security interest in, hypothecate, or otherwise encumber any and all property of the Company, whether tangible or intangible; and to execute and deliver all instruments of assignment and transfer;

3) That any officer, member, manager, agent or employee of the Company is hereby further authorized to take any and all such other actions as may be necessary to carry out the intent and purposes of these Resolutions, and that any and all actions taken by such person(s) to carry out such intent and purposes prior to the adoption of these Resolutions are hereby ratified and confirmed by, and adopted as the action of, the managers of the Company; and

4) That these Resolutions shall constitute a continuing authority to the designated person or persons to act on behalf of the Company, and the powers and authority granted herein shall continue until revoked by the Company and formal written notice of such revocation shall have been given to Creditor. These Resolutions do not supersede similar prior resolutions given to Creditor.

I/WE HEREBY FURTHER CERTIFY that pursuant to the formation documents and any other appropriate documents of the Company as may be necessary, the following named person(s) have been properly designated and appointed to the position(s)/office(s) indicated below, that such person(s) continue to hold such position(s)/office(s) at the time of execution of the documentation for the transaction(s) with Creditor, and that the signature(s) of such person(s) shown below are genuine.

TITLE	NAME	SIGNATURE
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I/WE HEREBY FURTHER CERTIFY that, pursuant to the formation documents of the Company, and any other appropriate documents of the Company as may be necessary, I/we have the power and authority to execute this Certificate on behalf of the Company. A copy of this Certificate, which is duly signed and which is received by facsimile transmission ("fax"), shall be deemed to be of the same force and effect as the original.

I/we have so executed this Certificate on the _____ day of _____, 2014.

By: _____

Printed Name/Title: _____

Insurance Requirements

We require proof in the form of Certificates of Insurance or confirmation of self-insurance programs for both General Liability and Property. Details are as follows:

- 1) Lessee must carry GENERAL LIABILITY in the amount of \$1,000,000.00 (one million dollars). Please provide an industry standard Certificate of Insurance (e.g., Accord 25).
- 2) Lessee must carry PROPERTY Insurance with coverage including, but not limited to, fire, extended coverage, vandalism, and theft. Please provide an industry standard Certificate of Insurance showing coverage limits of at least the dollar amount of equipment financed and any applicable deductibles.
- 3) If Lessee is self-insured as to GENERAL LIABILITY, PROPERTY, or both, please provide your standard confirmation of your self-insurance program.
- 4) Certificates of Insurance should show the following information:

Certificate Holder (as both Additional Insured and Lender's Loss Payee):

*Vocera Communications and its successors and assigns
525 Race Street
San Jose, California*

*For all equipment financed from Lessor (including replacements, accessories, proceeds, etc.)
per Lessee PO # _____*

- 5) If you prefer, in place of the above, please provide contact information for your insurance broker and sign below authorizing us to obtain this information directly from your broker.

Insurance Agent: _____
Contact Name: _____
Contact Telephone: _____
The above named broker is authorized to provide the information requested above to Vocera Communications, Inc. or its designee.
By: _____
Printed Name/Title: _____
Date: _____