

End User License Agreement for Vocera Solutions
Territory: United States and Canada

This version is current as of July 22, 2014. Please consult www.vocera.com/legal for superseding versions of this End User License Agreement that may have been 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 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 Service” means the provision of and access to the Vocera Care Transition Software and related services either at your site and/or via secure electronic access over the Internet provided to you by Vocera and/or its designee. 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 multiple 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 for Vocera Care Transition Software 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 your internal use 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. Various licenses offered by Vocera differ in certain limits as set forth in the Quote or otherwise specified in writing by Vocera (the “Limits”), including limits on (i) the number of 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 in a manner exceeding 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 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 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 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.***

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 under this EULA. 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.**

7. U.S. Government Users. The Software is a “commercial item” consisting of “commercial computer software” and the Product 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 Product 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 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.

9. 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 DISCLAIM ALL LIABILITY TO END USER FOR DAMAGES OF ANY KIND AND VOCERA WILL NOT BE LIABLE FOR:

- (A) LOST PROFITS, LOST REVENUE, LOST INTEREST, LOST 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 TRANSACTIONS UNDER THIS EULA (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 "LIABILITY LIMIT" (AS DEFINED BELOW).

THE "LIABILITY LIMIT" IS ONE HUNDRED FIFTY PERCENT 150% OF THE AMOUNT ACTUALLY PAID BY END USER FOR THE SPECIFIC PRODUCT UNITS SUBJECT TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM FOR (I) SOFTWARE WHERE THE CLAIM PRIMARILY RELATES TO SOFTWARE, INCLUDING BUT NOT LIMITED TO SOFTWARE LICENSED TO VOCERA BY THIRD PARTIES, OR UNDER THIS EULA; (II) HARDWARE PRODUCTS WHERE THE CLAIM RELATES PRIMARILY TO HARDWARE PRODUCTS OR TO THE HARDWARE WARRANTY OR RMA POLICY; (III) SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO VOCERA'S SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT; (IV) SERVICES OTHER THAN SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO SUCH SERVICES, AND/OR AN ENGAGEMENT LETTER PURSUANT THERETO; AND, WHERE CLAUSES (I) THROUGH (IV) ARE NOT APPLICABLE, (V) PRODUCTS AND/OR SERVICES AS APPLICABLE.

IF ANY PART OF THIS SECTION 9 IS FOUND TO BE UNENFORCEABLE BY ANY COURT OR COMPETENT AUTHORITY OR WOULD BE FOUND TO BE UNENFORCEABLE IF IT WERE INTERPRETED OR CONSTRUED IN A PARTICULAR WAY, THEN, THE RELEVANT WORDING SHOULD BE INTERPRETED OR CONSTRUED SO AS TO AVOID SUCH A FINDING AND THAT, IN THE EVENT OF SUCH A FINDING, THE REMAINDER OF THE PROVISION IN QUESTION SHALL BE INTERPRETED OR CONSTRUED TO GIVE IT FULL EFFECT.

10. General.

10.1 Governing Law. If End User's principal use of the Software is in the United States (a) this EULA is governed by the laws of Delaware, excluding its principles of conflict of laws and (b) in any claim hereunder, the parties consent to the non-exclusive jurisdiction of, and venue in, the state and federal courts situated in Delaware. If End User's principal use of the Software is in Canada (a) this EULA 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, End User consents and hereby submits to the non-exclusive jurisdiction of, and venue in, the courts situated 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 EULA.

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

10.3 Conflict. The terms of this EULA shall prevail in the event of a conflict with any otherwise applicable law for the protection of proprietary rights. Any different or additional term preprinted on any End User Purchase Order or similar document are hereby rejected, notwithstanding any term set forth therein to the contrary.

10.4 Notices. Any notice required to be given hereunder shall be in writing and shall be given by facsimile or email (confirmed by regular mail), personal delivery (including by professional courier), or mailing (by first class prepaid mail, return receipt requested). Notices to Vocera shall be sent as follows:

Address:	Vocera Communications, Inc.
	525 Race Street
	San Jose, CA 95126-3495
	United States
Attention:	Law Department
Telephone:	408-882-5990
Facsimile:	408-882-5901
Email	LawDepartment@vocera.com

Notices to End User shall be sent to any address specified in a written agreement between the parties. 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 be deemed to have been given upon the date the transmitting machine confirms such transmission. In the case of mailing, such notice shall be deemed to have been given seven business days after such mailing.

10.5 Vocera Policies. Please see www.vocera.com/legal for the Vocera policies referenced above and for the list of Product Documentation.