

**Attachment 4**  
**End User License Agreement**  
**Territory: United States and Canada**

**1. Introduction.** This End User License Agreement (“**EULA**”) sets forth the provisions under which Vocera is willing to grant to End User certain licenses to Software, including Client Software and/or Server Software consisting of such Software as Vocera initially or subsequently provides (e.g., in conjunction with a subsequently acquired Vocera Hardware or as an update, upgrade or new product offering, all as detailed in Section 10). “**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 End User’s site, including both standard and optional components. Defined terms used in this EULA, but not defined herein, are defined in the Supplemental Terms and Conditions in Attachment 2.

**2. License.**

(a) **Server Software.** Subject to the terms and conditions of this Agreement, including this EULA, Vocera grants End User 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; (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. End User 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). End User 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 End User have acquired additional licenses or a failover license from Vocera, End User may not run such backup or additional copies concurrently with the primary copies. Vocera grants End User 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. Server Software may be licensed for a Subscription Term as specified in the Quote.

(b) **Cloud Services.** If Cloud Services are being provided, then subject to the terms and conditions of this EULA, Vocera grants End User the non-exclusive right to access and utilize Cloud Services during the applicable Subscription Term solely for use by End User and designated affiliates in conjunction with the Vocera Software, and other Products or Services End User have licensed or purchased.

**3. Title and Ownership.** The Software is licensed, not sold to End User by Vocera and Vocera reserves any rights not expressly granted to End User. Except for the licenses granted herein, all rights, title, and interest in Software and Product Documentation, including without limitation all patent rights, copyrights and other intellectual property rights thereto, are retained by Vocera and its Licensors. End User (including End User’s permanent and temporary employees and subcontractors) may run the Software and use the corresponding Product Documentation subject to the restrictions herein solely for End User’s internal business purposes. End User shall ensure that End User 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 End User fails to cure a material breach of this EULA within thirty (30) days following End User’s receipt of written notice of the breach. Upon expiration or termination of this EULA, End User 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 user profiles 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. End User 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. End User agrees 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. End User 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; or (II) use the Software in violation of any local, state, national, foreign or international statute, regulation, treaties or other laws. Notwithstanding the foregoing, End User 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. End User agrees to reproduce product identification, copyright and other proprietary notices of Vocera and Licensors on all copies. End User's 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.** 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. End User is responsible for confirming the suitability of the Software for End User's specific application, monitoring End User's 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. Secondary Alarm System.** Use of the Software as a primary alarm system is prohibited and excluded from the licenses granted by Vocera. The Software is provided only as a secondary/ancillary means of annunciating and displaying alarms and other information to clinical personnel. The Software is not intended to replace or supersede, in whole or in part, any patient monitoring systems or procedures used with medical devices provided or recommended by other vendors, whether or not such medical devices interoperate with the Software.

**8. Service Monitoring and Analyses.** Vocera may (i) compile statistical and other information related to the performance, operation and use of its Products and Services, including any Software, and (ii) use data from End User's use of the Products and Services in aggregated, de-identified form for security and operations management, to create statistical analyses, and for research and development purposes (clauses (i) and (ii) are collectively referred to as "Service Analyses"). Service Analyses will not incorporate End User's Confidential Information in a form that could serve to identify End User or any individual or any Protected Health Information and will be stripped of all persistent identifiers (such as device identifiers, IP addresses and cookie IDs). Vocera retains all intellectual property rights in Service Analyses.

**9. Audit Rights.** Vocera reserves the right, upon prior written notice to End User and during normal business hours, to audit End User's usage of the Software and End User's compliance with the terms of this EULA. End User will cooperate with Vocera and provide requested information relating to End User's usage of the Vocera Software. If Vocera determines as a result of such audit that any fees are due from End User to Vocera under the terms of this EULA, End User shall immediately pay such amounts due and if such amount exceeds ten percent (10%) of the cumulative fees previously paid under this Agreement, End User shall reimburse Vocera for the reasonable cost of such audit.

**10. 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.

**11. Third-Party Licensors.** 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 provided in the Product Documentation. Furthermore, Client Software licensed for use with certain Authorized Client Devices is distributed by Vocera through third party "app stores" and is subject to the additional terms specified at the time of download. 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 provided in the Product Documentation. Any such revisions posted as of the date of installation of a Software update or new offering are effective immediately upon installation.