

EASE Mobile Device Application

END USER LICENSE AGREEMENT

EASE Mobile Device Application End Use License Agreement Rev A (Effective January 19, 2022)

EASE appreciates your interest in our mobile device application ("App") and we hope for the best for you / your loved one, whether undergoing a medical procedure or in recovery. We are honored to have the privilege of providing our services to you and have created the terms you will find herein to establish to create certain protections for the transfer of the valuable data our App aims to facilitate. As you will see below, you have the right to decline our terms but, though we respect your decision, you will not be able to use our services if that is the case. If these terms are agreeable, please confirm your consent by checking the box below. By accessing or using the App, you agree to comply with the terms and conditions contained herein.

The terms of this Mobile Device Application End User License Agreement (the "EULA") applies to the "receiver" version of the App and collectively comprise a contract between the you, the receiving user ("you"), and Vocera Communications, Inc., on behalf of its wholly-owned subsidiary, EASE Applications, LLC, a Florida limited liability company (collectively, "EASE" "us" "we" "our"). These terms, as amended from time to time, govern the relationship between you and EASE, as well as your use of our software and services. In order to use the App, you must accept these terms and the terms of our Mobile Application Privacy Policy ("Privacy Policy"). By accepting these terms, you accept the terms agree to abide by the described rules and restrictions herein and to be liable for your failure to do so. Furthermore by accepting these terms, you acknowledge and agree that you have reviewed and accepted the terms of our Privacy Policy, as amended from time to time, which is incorporated by reference herein. All of our policies, including this EULA and our Privacy Policy are available on our website, www.vocera.com (the "Website").

Should any conflicts exist between this EULA or the Privacy Policy contained herein and the Website, the Website shall prevail.

If you do not accept the terms of this EULA, YOU ARE NOT PERMITTED TO USE THIS SOFTWARE. In such event, you must immediately delete the App and discontinue all further access/use.

1. Download and Patient Consent Terms

1.1 For Designated Persons (defined herein)

To access the App, you must simply download the App and input the access code provided to you by the medical patient ("Patient") undergoing a medical procedure who authorized you to receive text messages, audio messages, photos, videos (whether in real time or recorded) and other communications concerning the Patient's medical procedure ("EASE Communications") on their behalf. By inputting this information, you will enable access to the App as a receiver account ("Receiver Account").

Your use of the App is strictly subject to the following conditions and representations; your failure to abide by these conditions will constitute a material breach of this EULA:

a) You may only utilize EASE if you: i) are a "natural person" (corporate entities may not register Receiver Accounts with EASE); ii) who is over the age of 18 iii) and have been authorized to receive Ease Communications from a Patient OR are a Patient or a parent, legal representative, authorized healthcare surrogate, attorneys-in-fact, guardian or other legal caretakers of a Patient, seeking to permit persons to receive EASE Communications.

1.2. For Patients and Authorized Representatives (defined herein)

To access the App, you must simply download the App and complete the procedure to provide access codes to Designated Persons (defined herein), authorizing them to receive text messages, audio messages, photos, videos and other communications concerning the Patient's medical procedure ("EASE Communications") on their behalf. By inputting the Patient information, you will enable access to the App as a Patient account ("Patient Account").

Your use of the App is strictly subject to the following conditions and representations; your failure to abide by these conditions will constitute a material breach of this EULA:

a) If you are a Patient or the parent, legal representative, authorized healthcare surrogate, attorney-in-fact, guardian or other legal caretaker of a Patient (collectively, an "Authorized Representative"), you hereby express your/the Patient's wish to participate in all EASE Encounters (defined herein) in connection with one or more of your/the Patient's medical procedures (the "Procedure(s)") at the hospital, medical center, healthcare system, or similar institution at which a you/the Patient is/are undergoing medical care (collectively, the "Facility") and that you have all requisite permission and legal authority to enter into this EULA on your own/the Patient's

behalf. You understand that participation in EASE Encounters is optional and that if you choose to participate in EASE Encounters, confidential information about you/the Patient will be provided to the individuals designated by you/the Patient ("Designated Persons") to receive such information. You hereby request and authorize EASE, the Facility, and their respective medical staff, agents, and employees, to conduct the following actions:

i) to disclose information about the Procedure(s) and your/the Patient's progress to the Designated Persons;

ii) to take photographs and/or video/audio recordings of you/the Patient during the Procedure(s),

As material inducement for EASE and the Facility to perform these actions, you agree to release, indemnify, and hold EASE, the Facility, and their respective medical staff, agents, officers, directors, and employees harmless from any and all claims related thereto, including but not limited to i) the taking and sending of such photographs and video recordings; ii) the release of information concerning you/the Patient to Designated Person(s); iii) any action or inaction taken by a Designated Persons related to the App or any information sent or received through the App. You are responsible for designating the correct Designated Person(s) and, without limitation of the foregoing, you hereby release EASE and the Facility, and their respective medical staff, agents, officers, directors, and employees from any and all claims related to you/the Patient accidentally or intentionally designating incorrect or undesired person(s) as Designated Person(s). **You understand that the information released pursuant to these terms may constitute individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other laws and regulations and that INFORMATION THAT HAS BEEN DISCLOSED VIA THE APP MAY BE SUBJECT TO RE-DISCLOSURE AND MAY NO LONGER PROTECTED.** For avoidance of doubt, you agree to indemnify and hold EASE, the Facility, and their respective medical staff, agents, officers, directors, and employees harmless from any and all claims relating to the release of any information during use of the App which is protected by HIPAA or any other state or federal law.

1.3. For All Users (Designated Persons, Patients and Authorized Representatives).

Your agreement to this EULA and our Privacy Policy is mandatory. By indicating your agreement to the terms and conditions herein, manifested by the act of affixing a check to the box below this EULA, you agree to be bound by any affirmation, assent, or agreement you transmit to EASE using the App or any other media, including but not limited to any consent you give to receive communications from EASE solely

through electronic transmission. You agree that, as here, when in the future you click on an "I agree," "I consent" or other similarly worded "button" or entry field in the App, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

2. Grant of License

Subject to your compliance with this EULA and the Privacy Policy, your use of this software is permitted by a license, and is not sold to you. Upon acceptance of this EULA and the Privacy Policy, EASE grants you a single, non-exclusive, non-transferable and limited personal license to access and use the App. This license is conditioned on your continued compliance with the terms and conditions in this EULA and our Privacy Policy. You may not rent, lease, lend, sell, transfer, redistribute, or sublicense the App and, if you sell or otherwise transfer a device on which the App is installed to a third party, you must remove the App from such device before doing so. You may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the App, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the App.

3. Use of Licensed Services

3.1. HIPAA/PHI & Patient Confidentiality Agreement ("Confidentiality Agreement")

By accepting the terms of this EULA, you represent your understanding that the data contained in EASE Communications qualifies as protected health information ("PHI"), which EASE and the Facility have only agreed to do based upon Patient's/Authorized Representative's choice to release such information to Designated Person(s). The release of the PHI is governed by HIPAA. In exchange for EASE's agreement to facilitate the sending/access of this information, you agree to keep all information received by you through the App and any EASE Communication, including but not limited to, text, audio, video, and photos (collectively, the "Confidential Information") strictly confidential and that you will not disclose this information to any person, for any purpose, provided however, that you shall be permitted to disclose this Information if required by law. You further agree that, without waiver of EASE's other rights, in the event of any violation or breach, or threatened violation or breach of this provision, EASE shall be entitled, without the necessity of posting bond, to injunctive relief from any court of competent jurisdiction with authority to grant such relief.

3.1 (a). Screenshots, Screenshot Edits & Screen Recordings Not Permissible

Without waiver of the general scope of the Confidentiality Agreement, you specifically agree that you shall not replicate, share, duplicate, edit, or cause to be replicated, shared, or duplicated, or edited, any Confidential Information or EASE Communication, including but not limited to, creation of screenshots, screenshot edits or screen recordings, of any EASE Communication, or posting of any Confidential Information or EASE Communication on any internet or social media platform, including but not limited to, Facebook, Instagram, Twitter, Reddit and Imgur.

3.1 (b) Mistakenly Transferred Data

Due to the fast-paced and inherently chaotic nature of medical facilities, you acknowledge that you may receive information relating to Patients who have not designated you as a recipient of information. In any such event, you agree to immediately cease further EASE Communications and to alert a member of the Facility. Any information received under this Paragraph 3.1(b) shall also be deemed as Confidential Information and you agree to keep such information strictly confidential in conformity with your obligations as described in this Paragraph 3.1.

3.2. The following use requirements apply to your License to use the App

- You acknowledge that EASE Communications may contain text, audio, video and photos of or having to do with medical procedures and surgical events which some may find to be graphic in nature and disturbing to read, hear, or watch. Examples may include texts, descriptions, photos and videos of surgical procedures, images depicting operating rooms, medical equipment and medical devices, close-up images of bodily fluids, organs, blood, tissue, and bones. If you do not wish to receive such communications, or if you believe you may be disturbed or offended by such communications, please discontinue use of the App and delete the App from your device immediately. If you are an Authorized Person or Patient and believe that any person may be so disturbed or offended, you agree not to add such person as a Designated Person. You shall indemnify, defend and hold EASE completely harmless from any and all liability associated with the nature or context of any communication viewed or heard through the App by you or by any other third party including, without limitation, any liability arising from a claim based on infliction of emotional distress. Communications transmitted through the App may not be suitable for children under the age of 18. EASE has no responsibility for the nature or context of any communication transmitted by the Facility (or the Facility's medical staff, agents, or employees) through the App.

- You acknowledge and understand that the communications received by you on the App are provided directly from the Facility and that EASE does not have access to any Patient or Facility information regarding the status of any aspect of Patient's medical procedure. EASE does not, and will not, provide any medical information or advice. You agree not to contact EASE for the purpose of solicitation of any medical information or advice.
- You will not use any electronic communication feature of the App for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- While the App is designed so as not to store EASE Communications on your device, you nevertheless hereby agree not to use the App to upload, post, reproduce, take screenshots, or distribute any information, software, or other material protected by any applicable law including, without limitation, HIPAA and related health information protection laws, copyright and any other intellectual property rights (as well as laws and rights of publicity and privacy) without first obtaining the permission of the owner of such rights or otherwise obtaining the permission of the persons such laws were enacted to protect. Without limiting the foregoing, you agree not to take screenshots on your device, or take pictures of your phone, while utilizing the App.
- You will not collect, store, upload, stream, text, post, email, or otherwise transmit any data you receive through the Application, whether in the form of a text, audio communication, photograph, video file, or otherwise.
- Except as may be authorized by EASE, you will not use the App for any commercial purpose not expressly approved by EASE in writing. You will not use the App to upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.
- You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.
- You will not use the App when doing so could be dangerous or harmful to you or those around you, such as, by way of example only, when you are driving a motor vehicle, walking, riding bicycle, or operating heavy machinery or equipment, even if doing so is legally permitted in your location.
- You will discontinue any Live Video Encounter in the event: i) a Facility requests for You to do so; ii) engaging in such Live Video Encounter would be unsafe for You and/or the Patient/Designated Person; iii) a medical emergency; iv) engaging in such Live Video Encounter would otherwise violate these Terms.

4. Ownership of EASE Communication Content

Any communications or material of any kind that you email, post, or otherwise transmit to EASE using the App or any other media, including, without limitation, data, questions, responses to surveys or questionnaires, comments, or suggestions (individually and collectively your "Communication(s)") will become the sole property of EASE. You hereby grant an exclusive and perpetual license to EASE to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information. EASE will be entitled to the unrestricted use and dissemination of such Communication for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You hereby waive any rights you may have to the Communication (including, without limitation, copyrights or moral rights). Please do not share your ideas with EASE if you expect to be paid or want to continue to own or claim rights in them.

At the conclusion of each use of the EASE application (an "EASE Encounter"), you may have the opportunity to partake in a survey regarding your experience with the App. You hereby acknowledge that all responses to such surveys shall be owned by and shall be the sole property of EASE and shall be deemed to be a Communication.

4.1. Improvements and Suggestions

All right, title and interest in and to, and the right to pursue protection for, suggestions, improvements, enhancements and modifications to the App ("Improvements"), all or any portion of the Ease Applications, or the individual or collective use or applicability, that are suggested or made by you shall vest solely with Ease, and by using the App you hereby assign to EASE any and all rights and interests you may have therein, and agree to promptly provide upon the request of EASE reasonable documentation executed by you reflecting such assignment. No license is granted to you to, or under, any Improvements or other intellectual property or moral right owned or otherwise assertible by EASE, whether by express or implied grant, estoppel or otherwise. All benefits from the use of any such Improvements shall inure solely to Ease.

4.2 Live Video Encounters; Connectivity

Licensors may, but shall not be required to, offer live video capabilities that allow Patients to speak with and/or view Designated Person(s) in real time (a "Live Video

Encounter"). Without limitation of the Section entitled "Carrier Charges", you agree to hold Licensor harmless from any claims and harmless for any interruption in, and/or for your inability to engage in, any Live Video Encounter.

5. Carrier Charges

EASE does not charge you for the App, but your carrier's data rates may apply to your use of the App. You acknowledge that Wi-Fi Internet connectivity or data coverage may be required for the App to function properly. EASE is not responsible for providing such Wi-Fi connectivity or data coverage, and you hereby agree to hold EASE complete harmless for any interruption in, and/or for your inability to obtain, Wi-Fi Internet connectivity or data coverage at the Facility or at any other location.

6. Security of Data Transmissions

The security of personal information is important to us. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security. It is up to you as the user to continuously ensure security of PHI.

EASE and the Facility (and their affiliates, and agents) are permitted, but not obligated, to review or retain the EASE Communications or your Communications. EASE may monitor the EASE Communications and your Communications to evaluate the quality of service you receive, your compliance with this EULA and the Privacy Policy, the security of the App, or for other reasons, such as, by way of example only, improving or modifying the App and its features. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which EASE or its affiliates or agents monitor the EASE Communications, monitor your Communications, or enforce or fail to enforce the this EULA. In no event will EASE or any of its affiliates or agents be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of monitoring activities by EASE or its affiliates or agents.

6.1. Hyperlink Disclaimer

The App may contain links to other sites. EASE does not control such other sites, and EASE and its affiliates and agents make no representations whatsoever concerning the content, accuracy, security or privacy of those sites. The fact that EASE has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners or its providers. There are risks in using any information, software, or products found on the Internet, and EASE cautions you to

make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold EASE or its affiliates or agents liable for any loss or damage caused by use of or reliance on any content, goods, or services available on other sites.

7. Trademark and Copyrights

The App is owned by EASE or its affiliates or agents and is protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to EASE or its affiliates or agents. Nothing contained in the App should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the App without the written permission of EASE or such third party that may own the trademarks displayed in the App. Your use of the trademarks displayed in the App, or any other content in the App, except as provided herein, is strictly prohibited.

Images displayed through the App are either the property of, or used with permission by, EASE or its affiliates or agents. You are prohibited from using or authorizing the use of these images unless specifically permitted under this EULA. Any unauthorized use of the images may violate copyright laws, HIPAA and similar health information protection laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

7. Limitation and Disclaimers of Liability, Damages, Warranties

7.1 Disclaimer of Warranties

YOUR USE OF THE APP IS ENTIRELY AT YOUR SOLE RISK. THE APP IS PROVIDED BY EASE ON AN "AS IS" BASIS. EASE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EASE MAKES NO WARRANTY THAT (i) THE APP WILL MEET YOUR REQUIREMENTS, (ii) THAT OPERATION OF THE APP WILL BE UNINTERRUPTED, TIMELY, 100% SECURE, OR ERROR-FREE, OR (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EASE, OR THROUGH THE APP SHALL CREATE ANY WARRANTY REGARDING THE APP NOT EXPRESSLY STATED IN THIS AGREEMENT.

7.2. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EASE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF THE APP IN VIOLATION OF THE TERMS CONTAINED IN THIS EULA, REGARDLESS OF WHETHER EASE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE APP OR ANY OTHER MATTER RELATING TO THE APP. WITHOUT WAIVER OF THE FOREGOING, EXCEPT FOR EASE'S BREACH OF EASE'S PRIVACY OBLIGATIONS UNDER THE PRIVACY POLICY (OR AS MAY EXCLUDED FROM WAIVER UNDER APPLICABLE LAW), EASE'S TOTAL LIABILITY FOR DAMAGES IN THE EVENT IT IS FOUND TO HAVE BEEN LIABLE FOR SUCH SHALL BE FIFTY DOLLARS (\$50.00).

7.3. Indemnification

You agree to indemnify and hold EASE and its affiliates, agents, employees, and licensors harmless from any claim, demand, loss, costs, or expense, including attorneys' fees, made by any person arising out of your violation of this EULA, state or federal securities laws or regulations, or any other person's rights, including but not limited to infringement of any copyright or violation of any proprietary or privacy right. Under no circumstances, including but not limited to a negligent act, will EASE or its affiliates or agents be liable for any damages of any kind that result from your, or any Designated Person, Patient, or Authorized Person's use of, or the inability to use, the App.

8. Default

Your performance of each term and condition contained in this EULA shall be material. Likewise, all representations made by you herein, which shall be deemed made by your acceptance of this EULA, shall be deemed material inducement for EASE's agreement to perform the services described herein. In the event: i) you fail to perform any obligation herein; or ii) any representation made by you is, or becomes, untrue, you shall be in default of this EULA. Without limitation of EASE's rights in the event of a default by you, you acknowledge and agree that, in such event: i) your license to use the App shall be deemed revoked; ii) you shall immediately discontinue use of the App; and iii) you shall take all actions necessary or desirable to EASE, in

its sole discretion, to effectuate the mitigation of any damages incurred by EASE or any other party, as a result of your default.

9. Choice of Law and Venue

The EULA, and all future amendments, shall be governed by the law of the State of California, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with EASE or any of its affiliates or agents in the State of California or elsewhere. You agree to submit to the personal and exclusive jurisdiction of the State or Federal courts located within the County of Santa Clara, State of California. If any part of this EULA is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

10. Changes and Amendments

Occasionally EASE may, at its discretion, make changes to the App, this EULA and the Privacy Policy. When EASE makes changes to the EULA or the Privacy Policy which it considers material, EASE will notify you through the App, by email, or otherwise. By continuing to use the App after those changes are made, you are expressing and acknowledging your acceptance of the changes, regardless of whether you have received any such notification.

11. Complete Contract

This Agreement constitutes the entire agreement between you and EASE regarding the App, and governs your use of the App, superseding any prior agreements between you and EASE regarding the App. The failure of EASE to enforce any provision in this EULA shall not constitute a waiver of such provision or any other provision. The headings in this EULA are for convenience only and shall not be deemed to affect in any way the language of the provisions to which they refer. Where the context so admits, words and expressions appearing in the singular in this EULA may be interpreted in the plural, and vice versa.

12. Contact Information

Vocera Communications, Inc.

Phone: 408-882-5990

Email: legal@vocera.com