

This Master Lease Agreement (“Agreement”) is entered into as of _____, __ 2013, between:

LESSEE:	LESSOR: VOCERA COMMUNICATIONS, INC.
a corporation organized under the laws of (State)	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/Title:	Printed Name/Title: Jay M. Spitzen 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 _____, __, 2013 (“Schedule Date”) to
MASTER LEASE AGREEMENT dated _____, __, 2013

“Lessor”	“Lessee”
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 [number] [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/Title:	Printed Name/Title: Jay M. Spitzen, General Counsel