



**Vocera Communications, Inc. ("Vocera")
Affinity Network Confidentiality Agreement**

1. In connection with Vocera Affinity Network, Vocera will disclose, to the other party to this Agreement ("Company"), certain technical and non-technical information about Vocera's plans regarding unreleased products ("Confidential Information"). In consideration of receiving the Confidential Information, Company agrees not to use or disclose such information except in compliance with the provisions hereof, only to the extent necessary for Company's internal planning purposes (the "Purpose"). Company's obligations with respect to such information shall continue for one (1) year from the disclosure thereof. All Confidential Information is provided "AS IS" and without any warranty, express or implied, regarding such Confidential Information's accuracy or completeness.
2. Company agrees to treat Confidential Information with the same degree of care as it accords to its own Confidential Information and in no case less than reasonable care and to disclose Confidential Information only to those of its employees who need to know such information for the Purpose.
3. These obligations shall not apply to such portion that: (a) is in the public domain through no fault of Company, (b) was rightfully in Company's possession free of any obligation of confidence at the time such portion was communicated to Company, or (c) is developed by or for Company independently of the Confidential Information. A disclosure of Confidential Information is permissible if (a) in response to a valid order by a court or other governmental body, (b) otherwise required by law, or (c) necessary to establish the rights of the Company under this Agreement; provided, however, Company shall provide prompt prior written notice thereof to enable the Discloser to seek a protective order or otherwise prevent such disclosure.
4. This Agreement shall be governed in all respects by the laws of the United States of America and of the State of California. No term or provision hereof will be considered amended or waived unless in a writing signed by the party against whom it is asserted.

Signature

Printed Name

Date