



**Attachment 4  
Support for Vocera Ease and Care Experience Solutions  
Territory: United States and Canada**

These support terms are divided into two sections. Section I describes support for the Vocera Care Experience Solutions and Section II describes support for the Vocera Ease Solutions.

**I. Vocera Care Experience Solutions**

**1. Preamble & Definitions.** These Support for Vocera Ease and Care Experience Solutions terms and conditions (“Support Terms”) govern the provision by Vocera Communications, Inc. (“Vocera”) of certain subscription maintenance and technical support services for Vocera Ease and Care Experience Solutions (“Support”) and any on site assistance (“On-Site Assistance”), all as described below and purchased by an end user customer (“End User”) from either Vocera or Vocera’s authorized reseller (“Reseller”). As used in these Support Terms:

- **“Product Documentation”** means the specific materials listed under “Product Documentation” at <https://www.stryker.com/us/en/acute-care/vocera/legal.html>, as updated by Vocera from time to time.
- **“Operating Environment”** means End User’s servers, and other hardware and software supplied directly to End User by third party vendors.
- **“Services”** means, as the context requires, Support and On-Site Assistance.
- **“Subscription Services”** means the Vocera Care Experience Solution subscription pursuant to the Agreement to which this Attachment 4 is attached.
- **“System”** means the combination of the Vocera Care Experience Solution with End User’s Operating Environment.

All other capitalized terms not otherwise defined in these Support Terms shall have the meanings provided in the applicable Vocera Subscription Terms and Conditions. If Vocera hereafter posts any new or modified version of these Support Terms at <https://www.stryker.com/us/en/acute-care/vocera/legal/ease-and-care-experience-legal-documents.html>, such new or modified version will apply to subscription renewal terms that begin subsequent to the date of such posting.

**2. Support Offerings.**

Vocera’s Support efforts are intended to address non-conformities of the Subscription Software with the applicable Product Documentation. For Vocera Care Experience Solutions, Vocera’s Support efforts consist of the following:

(i) Updates to the Subscription Services which are generally made available to similarly situated end users who subscribe to the same Subscription Service.

(ii) Ongoing database maintenance as required for program functioning and support of the Subscription Service (subject to End User’s compliance with Section 4.3 below); and

(iii) Written and/or toll free telephone consultation from Vocera’s offices pertaining to the operation and application of the Subscription Services in End User’s Operating Environment, as further described below in Table 1.

<b>Table 1: Vocera Care Experience Solutions Support Offering Details</b>	
Subscription Maintenance	Subscription Updates
Designated Support Contacts	Up to 5

Support Availability (Telephone and Email)	Severity 1 & 2 Errors: 24 hour, 7 Day, 365 Days	Severity 3 & 4 Errors: 8am – 5pm EST only, excluding weekends and holidays
Telephone Support Numbers	<a href="https://www.stryker.com/us/en/acute-care/vocera/support.html">https://www.stryker.com/us/en/acute-care/vocera/support.html</a>	
Email Support Address	<a href="mailto:vcsupport@stryker.com">vcsupport@stryker.com</a>	
Web Support	<a href="https://www.stryker.com/us/en/acute-care/vocera/support.html">https://www.stryker.com/us/en/acute-care/vocera/support.html</a>	

**3. Support Term and Fees.** Support for Subscription Services as described within these Support Terms is included with the fees for the Subscription Service for the duration of End User’s Subscription Term.

**4. Technical Support Scope.**

**4.1** Support includes only Technical Support for the Subscription Services only and requires that End User arrange to receive support for non-Vocera software or hardware issues in End User’s Operating Environment from End User’s own internal resources, or from another third party supplier.

**4.2** As a precondition to Vocera’s Support obligations hereunder, End User must arrange to provide support for End User’s Users. “User Support” means providing training, assistance and support to Users of the Subscription Services. User Support includes answering User questions and resolving problems that can be resolved by reading the Product Documentation. Usually this level of support is provided by End User’s own internal resources, but may be provided by a third party. If requested, Vocera will provide training to such User Support provider on a fee basis at Vocera’s then current rates and subject to mutually agreed terms and conditions.

**4.3** As a precondition to Vocera’s Support obligations hereunder, End User must arrange to provide internal support for the operation of the Subscription Services with the System. “Operational Support” includes systems administration, provisioning the technical infrastructure required to support the Subscription Services and verifying problems reported by Vocera Users. Operational Support provides information and support on a range of product configurations, set-up issues, System backup and restore procedures, usage and basic System troubleshooting, and information pertaining to the Subscription Services. Operational Support may be provided by the End User’s own resources or by a qualified third-party. If requested, Vocera will provide training to such Operational Support provider on a fee basis at Vocera’s then current rates subject to mutually agreed terms and conditions. End User is also responsible for maintaining current support contracts for third party products which are required for the End User’s Vocera infrastructure.

**4.4** “Technical Support” means support for those Incidents that could not be resolved by Operational Support. For purposes of this Section, Technical Support includes recommendations on functions and operation of the supported Subscription Services, and the creation of workarounds for defects in the supported Subscription Services.

**4.5** Vocera provides Technical Support during the hours specified for the Support Offering purchased (see Table 1). Such Support, unless stated, does not include installation assistance, training and on-site support. Such additional services may be purchased on a fee basis at Vocera’s then current rates and subject to mutually agreed terms and conditions.

**4.6** To obtain Support, End User’s Designated Support Contact must report the details of the problem to Vocera at the contact information appearing in Table 1, including the details of the Operational Support process that failed to resolve the problem (an “Incident”).

<b>Table 2: End User and Vocera Responsibilities</b>		
<b>End User Support Responsibilities</b>	<b>End User Operational Support Responsibilities</b>	<b>Vocera Technical Support Responsibilities</b>
<ul style="list-style-type: none"> <li>Respond to Vocera user questions regarding how to use Vocera capabilities</li> <li>Identify users needing additional training</li> </ul>	<ul style="list-style-type: none"> <li>Verify problems reported by Vocera users and collect information regarding the reported problem</li> <li>Attempt to resolve the reported problem by referring to Vocera Product Documentation,</li> </ul>	<ul style="list-style-type: none"> <li>Troubleshoot issues with the Vocera Products, including performance within End User’s Operating Environment after the issues have</li> </ul>

<ul style="list-style-type: none"> <li>• Setting up new users</li> <li>• Maintain user profiles</li> <li>• Use Vocera reports to assess system utilization and success for individuals and department</li> </ul>	<p>Support knowledge base and other support materials</p> <ul style="list-style-type: none"> <li>• As Designated Support Contacts, submit Support trouble tickets to Vocera Technical Support at the contact information appearing in Table 1</li> <li>• Validate that End User’s Operating Environment will support the Vocera Products</li> </ul>	<p>been validated by End User’s Operational Support</p> <ul style="list-style-type: none"> <li>• Resolve problems and research questions which cannot be answered through reference to Product Documentation, Support knowledge base and other support materials</li> <li>• Inform End User of new releases and service packs</li> </ul>
<p>The provider of User Support has the following general obligations: (i) to collect and record details regarding the reported problem; (ii) to verify and reproduce the problem; (iii) to resolve the problem if possible by reference to Product Documentation and User Support training and materials; and (iv) to escalate the problem to Operational Support pursuant to the procedures below, if the problem cannot be resolved.</p>	<p>The provider of Operational Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with User Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved by reference to Vocera Product Documentation and support materials, to escalate the Incident to Vocera Technical Support.</p>	<p>Vocera Technical Support has the following general obligations: (i) to collect and record details regarding the Incident; (ii) to work with End User’s Operational Support to jointly determine the Severity Level of the problem; (iii) to attempt to verify and reproduce the problem; (iv) to attempt to resolve the problem; and (v) if the problem cannot be resolved to provide a work-around or fix per the guidelines in Table 3, Error Response by Severity Level.</p>

**5. Conditions to Delivery of Support.**

Vocera’s delivery of Support is subject to and conditioned on the following:

**5.1** End User must obtain User Support and Operational Support as provided above.

**5.2** End User must appoint a minimum of two individuals, for End User’s Support Offering, to serve as the contacts between End User and Vocera (“Designated Support Contacts”). A Designated Support Contact should have an understanding of the Subscription Services components and features, have a working knowledge of wired and wireless networks, and End User’s Operating Environment. Only Designated Support Contacts may escalate technical support requests to Vocera. Vocera reserves the right to reject technical support calls from individuals other than Designated Support Contacts. End User will provide Vocera in writing with the name and contact information of each Designated Support Contact and will notify Vocera promptly of any changes in End User’s list of Designated Support Contacts. E-mail sent to [vcsupport@stryker.com](mailto:vcsupport@stryker.com) will satisfy the foregoing notification requirements.

**5.3** Before escalating a problem to Vocera, End User’s staff must escalate the problem internally to a Designated Support Contact, and End User must otherwise follow the Vocera defined escalation process and provided problem as requested by Vocera.

**5.4** To help Vocera ensure that its products meet the highest quality standards, End User will notify Vocera of any material failure, malfunction or error that End User detects in the Subscription Services, within 15 days of detecting the issue, and will provide Vocera with information reasonably requested by Vocera to assist with determination and analysis of the problem.

**5.5** In cases where End User requires Support assistance from Vocera, End User will arrange for a remote access and connectivity to the System. Such access shall be remote, originating from Vocera’s support center and requiring the use of the Internet.

**5.6** End User will assign one of the Designated Support Contacts as a project manager responsible for success of deployment and on-going user satisfaction with the Vocera Care Experience Solutions. The project manager’s responsibilities must include at a minimum, but not by way of limitation, (i) implementation of internal processes and procedures for use and maintenance of Vocera Care Experience Solutions, (ii) regular audits that include evaluation of user behavior and skills with Vocera Care Experience Solutions and assessment of user satisfaction with the Vocera Care



Experience Solutions, (iii) documenting user feedback and providing findings to Vocera on as-requested basis, (iv) assuring user training compliance and on-going knowledge dissemination and training and (v) acting as a liaison between End User and Vocera.

5.7 End User is responsible for the proper operation and maintenance of End User’s Operating Environment.

**6. Determination of Error Severity and Response Times.**

6.1 During the term of this Agreement, End User may submit a report to Vocera specifying Errors in the Subscription Services which End User requests to have corrected. “Error” means a verifiable and reproducible failure of the Subscription Services to conform in a material respect to the Product Documentation. When an Error has been identified through Vocera Technical Support, Vocera and End User will agree to the Severity Level of the Error and associated Vocera response times and resolution process as defined in Table 3 below:

<b>Table 3: Error Response by Severity Level</b>		
<b>Severity Level</b>	<b>Description</b>	<b>Response Times and Error Resolution</b>
Severity 1: Emergency	Severity 1 means End User’s use of the Subscription Services has completely shut down, or is suffering such loss of critical functionality that an entire department or site is unable to utilize the Subscription Services, and no work-around is available.	Vocera will contact End User within 1 hour of receipt of notice of the Incident to collect information and to work with End User’s Designated Support Contact to attempt to restore usage of the Subscription Services. Restoration of the Subscription Services may require changes to End User’s Operating Environment or network configuration, and may involve loss of data. If Vocera determines that the outage is due to an Error in the Subscription Services, Vocera will engage our development staff to attempt a fix in an updated version of the Subscription Services. If the Error in the Subscription Services is causing repeated outages and no workaround is available, Vocera will engage our Engineering staff to attempt to deliver an emergency fix on a mutually agreeable timetable. For Severity 1 Incidents, both End User and Vocera will dedicate appropriate technical resources and provide continuous effort until basic System functionality is restored or the problem is isolated to a third party component (i.e. PBX, BES, server, network etc.).
Severity 2: Time-Critical	Severity 2 means that the Subscription Services are functioning inconsistently and with such limited capabilities that End User’s usage and productivity are significantly impaired, e.g. loss of certain administrative or reporting functions impacting multiple users, with no work-around available.	Vocera will contact End User within 4 hours* of receipt of notice of the Incident to collect information and to work with End User’s Designated Support Contact to attempt to restore the functionality of End User’s Subscription Services. Resolution may require shutting down the Subscription Services, or may require changes to End User’s Operating Environment or network configuration. If Vocera determines that the loss of functionality is due to an error in the Subscription Services, Vocera will engage our development staff to attempt to provide a fix in an updated version of the Subscription Services.
Severity 3: Standard	Severity 3 means that individual components of the Subscription Services are functioning inconsistently, and End User’s usage and productivity are slightly impaired, but End User can reasonably work around such inconsistency or impairment. Severity 3 Incidents include issues with administrative or reporting functions, and other issues impacting individual Users.	Vocera will contact End User within 24 hours of receipt of notice of the Incident to collect information and to work with End User’s Designated Support Contact to verify the problem.

**Table 3: Error Response by Severity Level**

Severity Level	Description	Response Times and Error Resolution
Severity 4: Informational	Severity 4 means the Subscription Services and System is functioning consistently and End User's usage and productivity are not materially impaired. Severity 4 Incidents include "how-to" questions, media requests, feature suggestions and requests for information.	Vocera will contact End User within 24 hours of receipt of notice, if a response is requested.

**6.2** For the Standard Support Offering, Response Time objectives apply to Incidents logged during the Telephone Support Availability hours for the Standard Support Offering. Response Time objectives for Severity 1 and 2 Errors apply to Incidents logged 7x24, and Response Time objectives for Severity 3 and 4 Errors apply to Incidents logged during normal business hours. The foregoing objectives do not include the time taken by End User to gather system information, transaction data and reproducible test cases necessary to determine the nature of the issue and to isolate defects in the Subscription Services. End User shall, upon reasonable request by Vocera, obtain and provide to Vocera system information, transaction data, and reproducible test cases as necessary to determine the nature of the Incident and to isolate any defects in the supported Subscription Services. Such system and transaction information shall be treated as End User's Confidential Information and such defects shall be treated as Confidential Information of Vocera. Vocera shall provide End User with reasonable access to Vocera's Incident database to review the status of End User's Incidents.

**7. On-Site Assistance.**

Upon End User's request and subject to availability, Vocera may furnish qualified personnel for on-site assistance to End User for implementation, testing and training, on a fee basis at Vocera's then current rates for time, materials and travel and subject to mutually agreed terms and conditions or a written engagement letter.

**8. Service Level Commitment.**

"Scheduled Uptime" is defined as 24 hours a day, 7 days a week, less downtime arising from (i) scheduled preventive maintenance of up to 8 hours per month (which Vocera will use best efforts to schedule between 11:00 pm and 4:00 am EST), (ii) circumstances beyond Vocera's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Vocera employees), Internet service provider failures or delays, or denial of service attacks, (iii) inaction, error, abuse, or misapplication of the Subscription Services by End User or its Users; or (iv) failures of End User's Operating Environment. Vocera will make reasonable efforts to make the Subscription Services available during the Subscription Term with a monthly uptime of at least 99% of Scheduled Uptime. In the event the actual monthly uptime percentage ("Actual Uptime") is below 99% during any calendar month during the Subscription Term, End User will be eligible to receive a non-refundable credit, calculated as the number in the table below multiplied by the applicable annual subscription fee and divided by 365. The credit is applicable to fees otherwise chargeable for subsequent Subscription Terms.

<i>Actual Uptime</i>	<i>Service Level Credit</i>
at least 99%	0
at least 97%	1
at least 95%	10

If Actual Uptime is less than 95%, End User may elect, in its discretion, one (but not both) of the following: (a) a Service Level Credit of 30 or (b) to terminate the current Subscription term and receive a refund of amounts prepaid for the balance of such term. Notifications by End User pursuant to this provision must be made in writing within fifteen (15) days following the conclusion of the applicable calendar month and will be reflected on the invoice for the next Renewal Term of such Subscription Service. The rights of End User set forth in this Section 8 shall be End User's sole and exclusive remedy under these Support Terms and the Agreement for any unavailability of the Subscription Services or





non-performance by Vocera to provide the Subscription Services in accordance with service level and uptime commitments specified above.

**II. Vocera Ease Solutions Support**

**1. Set-Up and Training.** Vocera Ease is used as a communication tool for updating designated persons with the status of a consenting patient. It is important that Users are properly trained in the use of Vocera Ease. End User shall provide Vocera with no less than five (5) reasonable proposed delivery dates for installation and training. Vocera will provide End User with training materials and online resources, which End User shall ensure are made available to, and completed by, all Users who will be utilizing the Subscription Services. During the initial training, Vocera shall train the End User and its Users on the proper use of the Subscription Services and will recommend “best practices” in sending communications. End User agrees to ensure every one of its Users who will utilize the Subscription Services attends all training and uses their best professional judgment in the communications they create or send. End User assumes all liability for damages resulting from the conduct of Users who fail to attend training in full. Vocera will make resources available for set-up and training immediately after End User provides its Purchase Order and set-up and training will be deemed completed 45 days thereafter.

**2. Data Disposal.** Unless otherwise agreed by the parties, all Vocera Ease Communications, and all associated Private Health Information (“PHI”) are deleted on a regular recurring 24-hour cycle. No PHI is retained by Vocera unless specifically agreed to by the parties.

**3. Support Contact Information.**

Telephone Support Numbers	<a href="https://www.stryker.com/us/en/acute-care/vocera/support.html">https://www.stryker.com/us/en/acute-care/vocera/support.html</a>
Email Support Address	<a href="mailto:vcsupport@stryker.com">vcsupport@stryker.com</a>
Web Support	<a href="https://www.stryker.com/us/en/acute-care/vocera/support.html">https://www.stryker.com/us/en/acute-care/vocera/support.html</a>

**4. Service Level Commitments.**

Monthly Uptime Percentage” is calculated by subtracting from 100% the average of the Error Rates from each five-minute period in the calendar month.

Service Credits - A “Service Credit” is a dollar credit, calculated as set forth below, that Vocera may credit back to End User for service fees as further described below. Service Credits are calculated as a percentage of the service fees paid by End User for the applicable calendar month (Service Fee for that year divided by twelve (12) of the yearly billing cycle in which the Error occurred in accordance with the schedule below.

**Service Component**

Response Time	Service Target Level	Service Level Credit
Priority 1	Respond within 60 minutes to phone calls during Working Hours and before 9:00 am EST next business day outside of Working Hours 98% of time.	One-thirtieth (1/30) of the Application Services monthly Subscription Fee for each 30 minutes, or portion thereof, that response is past due, up to a maximum of the total Subscription Fee for that month.
Priority 2	Respond within 60 minutes to phone calls during Working Hours and before 12:00 pm PT next business day outside of Working Hours 98% of the time.	One-thirtieth (1/30) of the Application Services monthly Subscription Fee for each one hour, or portion thereof, that response is past due, up to a maximum of the total Subscription Fee for that month.

**Service Component**

<b>Resolution Time</b>	<b>Service Target Level</b>	<b>Service Level Credit</b>
Priority 1	Resolve or provide an acceptable workaround within 8 business hours.	One-thirtieth (1/30) of the Application Services monthly Subscription Fee for each eight business hours, or portion thereof, that resolution (or acceptable workaround) is past due, up to a maximum of the total Subscription Fee for that month.
Priority 2	Resolve or provide an acceptable workaround within 1 day.	One-thirtieth (1/30) of the Application Services monthly Subscription Fee for each day, or portion thereof, that resolution (or acceptable workaround) is past due, up to a maximum of the total Subscription Fee for that month.

**Service Component**

<b>Availability</b>	<b>Service Target Level</b>	<b>Service Level Credit</b>
	The Application Services will be available to the Customer a minimum of ninety-nine and ninety-nine one hundredth percent (99.99%) of the time within any thirty (30) day period, excluding planned outages for upgrades, hotfixes, etc.	98-99.99% One-thirtieth (1/30) of the Application Services monthly Subscription Fee. 95-97.99% Five-thirtieths (1/30) of the Application Services monthly Subscription Fee.

**Service Component**

<b>System Response Time</b>	<b>Service Target Level</b>	<b>Service Level Credit</b>
	99.99% of all messages will send within 5 seconds, and no single sent message may exceed 10 seconds.	98-99.99% OR Each one message sent exceeding 5 seconds:  One-thirtieth (1/30) of the Application Services monthly Subscription Fee.  95-97.99%  Five-thirtieths (5/30) of the Application Services monthly Subscription Fee.