

**SPECTRALINK CORPORATION
PRODUCT WARRANTY & SOFTWARE LICENSE AGREEMENT**

NO OTHER TERMS AND CONDITIONS, INCLUDING (BUT NOT LIMITED TO) CUSTOMER'S STANDARD PRINTED TERMS AND CONDITIONS ON ITS PURCHASE ORDERS OR OTHERWISE, SHALL HAVE ANY APPLICATION TO THE TERMS SET FORTH UNDER THIS AGREEMENT, UNLESS THIS AGREEMENT SHALL BE SPECIFICALLY AMENDED IN WRITING BY THE PARTIES. The invalidity, illegality or unenforceability in whole or part of any of the terms of this Agreement shall not affect the validity of any other term, and all remedies available to either party for breach of contract are cumulative and may be exercised concurrently or separately.

Herein, "Spectralink" shall mean either Spectralink Corporation or Spectralink Europe ApS, depending on which entity sold the Spectralink product ("Product") purchased by you (whether directly or indirectly).

LIMITED PRODUCT WARRANTY; SOLE AND EXCLUSIVE REMEDY.

Spectralink warrants to the end user ("you") that this Product will be free from defects in material and workmanship, under normal use and service, for one (1) year from the date of purchase (the "Warranty Period"). Spectralink's sole obligation and your sole remedy under this express warranty shall be, at Spectralink's option and expense, to repair the defective Product or part or deliver to you an equivalent Product or part to replace the defective item. All Products or component parts that are replaced will become the property of Spectralink. Replacement Products or component parts may be new or reconditioned. Spectralink warrants that any replaced or repaired Product or part will be free from defects in materials and workmanship for ninety (90) days from shipment, or the remainder of the Warranty Period, whichever is longer. Spectralink shall have no liability for any alleged defect or malfunction in the Product if its testing and examination discloses that the alleged defect or malfunction does not exist or was caused by any of the following: failure to follow Spectralink's installation, operation, or maintenance instructions; unauthorized repair, alteration or modification of the Product; unauthorized use of common carrier communication services accessed through the Product; abuse, misuse, negligent acts or omissions by you or anyone that is or should be under your direction or control; acts or omissions of third parties; excessive use of chemical cleaning agents or the use of unsupported chemical cleaning agents; use of the Product for other than intended purposes; viruses or conflicts involving software that is not installed or introduced by Spectralink; use of the Product with third party items, products, components or software not provided or approved by Spectralink; or causes beyond the control of Spectralink, including, but not limited to acts of God, disaster, water, accident, fire, lightning, power surges or outages or other hazards; and, in case of the personal alarm features, the failure of or inadequate functionality of infrastructure or systems required for the operation of those features, improper configuration or operator error.

DISCLAIMER; LIMITATION OF LIABILITY. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SPECTRALINK NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, SPECTRALINK EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR SPECTRALINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR OR REPLACEMENT, AT SPECTRALINK'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. SPECTRALINK'S AGGREGATE LIABILITY UNDER THIS PRODUCT WARRANTY SHALL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCT AT ISSUE. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty and enforceable to the maximum extent possible under applicable law.

RETURNED PRODUCTS. Products returned to Spectralink must be sent prepaid and packaged appropriately for safe shipment and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Spectralink until the returned Product is received by Spectralink. Please see the Service Policies webpage at <http://support.spectralink.com> for the complete procedure for submitting a Return Merchandise Authorization (RMA) request and other support information.

GOVERNING LAW. This Limited Warranty and Limitation of Liability shall be governed by (i) the laws of the State of Colorado, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles, in the case of Spectralink Corporation; (ii) English law, in the case of Spectralink Europe ApS. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty and Limitation of Liability.

SOFTWARE LICENSE

IMPORTANT: READ CAREFULLY BEFORE USING THE SOFTWARE

BY INSTALLING, DOWNLOADING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE AND WILL BE BOUND BY THE TERMS OF THIS AGREEMENT AS A CONDITION OF YOUR LICENSE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOUR USE IS PROHIBITED AND YOU MAY NOT INSTALL OR USE THE SOFTWARE.

License Agreement. This is a legal agreement between the purchaser/end user (collectively, "you") and Spectralink regarding the software included in this Product.

DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms will have the following meanings:

"Open Source Software" or "OSS" means those certain open source software components embedded in the Software and provided under separate OSS License terms.

"OSS License" means a license agreement which governs the use of OSS.

"Release" means a Software update, bug fix, upgrade or modified version of the Software issued by Spectralink.

"Software" means that software created by Spectralink, or that is licensed to Spectralink, installed in the Products and includes firmware, any Releases and may include associated media, printed materials, and "online" or electronic documentation. In addition, any supplemental software code provided to you as part of Spectralink services is considered part of the Software and is subject to the terms and conditions of this Agreement. Software does not include Third Party Applications (defined below).

"Third Party Application" means any software application developed by a third party that you buy or acquire separately for use with the Product and Software licensed hereunder and which may or may not be designed to work interactively with Spectralink Software.

"Third Party License" means a license agreement which governs the use of a Third Party Application.

GRANT OF LICENSE. Subject to the terms of this agreement, Spectralink grants to you a non-exclusive, non-transferable (except as set forth herein), revocable license to install and use the Software solely in connection with the use of the Product with which the Software is supplied, for internal purposes only, in accordance with the Product's accompanying documentation. You may use the Software only in connection with the use of the Product subject to this agreement and the proprietary notices, labels or marks on the Software or media upon which the Software is provided. You are not permitted to lease, rent, distribute or sublicense the Software, in whole or in part, or to use the Software in a time-sharing, subscription service, hosting or outsourcing arrangement or in any other unauthorized manner. Further, no license is granted to you in the source code for the Software except to the extent that an OSS License to OSS entitles you to such. Except as expressly provided below, this license does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the Software. You are solely responsible for use of the Product and the Software by your agents, contractors, outsourcers, customers and suppliers and their compliance with this license agreement.

OTHER RIGHTS AND LIMITATIONS. You may not reverse engineer, decompile, modify or disassemble the Software or otherwise reduce the Software to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by applicable law. The foregoing includes but is not limited to review of data structures or similar materials produced by Software. The Software is licensed as a single product. Its component parts may not be separated for use on more than one Product. You may not use the Software for any illegal purpose or conduct. Except as expressly provided for under this agreement you may not copy the Software; except, however, you may keep one copy of the Software and, if applicable, one copy of any previous version, for back-up purposes, only to be used in the event of failure of the original. All copies of the Software must be marked with the proprietary notices provided on the original Software. You may not reproduce the supporting documentation accompanying the Software. You may not modify, translate or create derivative works of the Software, except as expressly permitted by an OSS License. You may not remove or obscure any proprietary notices, identification, label or trademarks on or in the Software or the supporting documentation. You may permanently transfer all of your rights under this agreement solely in connection with transfer of the Product; provided that you retain no copies, you transfer all of the Software (including all component parts, the media and printed materials and any Releases), and this license agreement, and, if applicable, the Certificate of Authenticity, and the recipient agrees to the terms of this license agreement. If the Software is a Release, any transfer must include all prior versions of the Software. However, if the Software is marked "Not for Resale" or "NFR", you may not resell it or otherwise transfer it for value. You may not publish the results of any benchmark tests run on the Product, Software, or any component of the Software without written permission from Spectralink.

COPYRIGHT. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed (not sold) to you, and its use is subject to the terms of this agreement. This is NOT a sale contract. Spectralink and its suppliers reserve all rights in the Software not expressly granted to you in this agreement. All title and copyrights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Spectralink or its suppliers. Title, ownership rights, and intellectual property rights in the Software shall remain in Spectralink or its suppliers. Title and related rights in the content accessed through the Software is the property of such content owner and may be protected by applicable law. This agreement gives you no rights in such content.

SPECTRALINK CORPORATION PRODUCT WARRANTY & SOFTWARE LICENSE AGREEMENT

CONFIDENTIALITY. The Software contains valuable proprietary information and trade secrets of Spectralink and its suppliers that remain the property of Spectralink or its suppliers. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the Software.

OPEN SOURCE SOFTWARE. The Software may contain Open Source Software governed by OSS License(s). All Open Source Software is licensed to you subject to the terms and conditions of the corresponding OSS License, notwithstanding anything to the contrary in this agreement. A complete list of all OSS Software included in the Software, as well as related license and copyright information, is available by request to legal@spectralink.com and the offer to obtain such list and information is valid for three (3) years from the date you acquired the Software.

THIRD PARTY APPLICATIONS. You acknowledge and agree that, without limiting the scope of other limitations of Spectralink's liability set forth herein, Spectralink will have no liability for any failures, system crashes, lost data or any other damages or expenses of any kind (including, without limitation, any infringement of any third party rights) incurred by you as the result of any Third Party Applications or any use or misuse thereof. Spectralink's representations, warranties and other obligations expressly set forth herein apply solely with respect to the Software, not any Third Party Applications. Spectralink makes no representations or warranties with respect to any Third Party Applications, and Spectralink will have no obligation, express, implied or otherwise, (including, without limitation, any obligations of maintenance or support) with respect to any Third Party Applications. All warranties (if any) available with respect to Third Party Applications are provided directly by the manufacturer or licensor of such Third Party Applications, not Spectralink, according to the terms of the applicable Third Party License.

RELEASES. You are eligible to receive Releases at no charge during the Warranty Period.

TERMINATION. This rights granted under this agreement will terminate automatically if you fail to comply with any of the terms and conditions set forth hereunder. Spectralink shall have the right to audit your use of the Software in conjunction with this agreement, and you will provide reasonable assistance for this purpose. In the event of any termination, you must immediately cease use of the Software, and destroy all copies of the Software in your possession. You may terminate this license agreement at any time by destroying the Software and all of its component parts. Termination of this agreement shall not prevent Spectralink or its suppliers from claiming any further damages. If you do not comply with any of the above restrictions, this license agreement will terminate and you will be liable to Spectralink and its suppliers for damages or losses caused by your non-compliance. The waiver by Spectralink of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

NO WARRANTIES; DISCLAIMER. There is no warranty for the Software or documentation. The Software is licensed to you for use with the Product, as expressly set forth above. If the Product does not work in accordance with its documentation (whether due to a hardware or Software defect) you must look to the applicable Product Warranty for the applicable remedy. SPECTRALINK DOES NOT AND CANNOT WARRANT THAT: (1) CERTAIN PERFORMANCE OR RESULTS MAY BE OBTAINED USING THE SOFTWARE; (2) THE SOFTWARE IS APPROPRIATE FOR YOUR PURPOSES OR PARTICULAR APPLICATION; OR (3) THE SOFTWARE IS ERROR OR BUG FREE OR THAT IT WILL PROVIDE UNINTERRUPTED USAGE. ACCORDINGLY, THIS SOFTWARE AND THE RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY AS TO ITS QUALITY, PERFORMANCE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND WITH ALL FAULTS. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. ALL EXPRESS OR IMPLIED CONDITIONS, TERMS, REPRESENTATIONS, AND WARRANTIES, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED OR ANY IMPLIED WARRANTY, TERM OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, OR NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the warranty period for the Product for which this Software is licensed for use and enforceable to the maximum extent possible under applicable law.

SPECTRALINK NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE SOFTWARE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SPECTRALINK OR THROUGH OR FROM THE SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE. YOUR USE OF THE SOFTWARE IS AT YOUR SOLE RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE.

LIMITATION OF LIABILITY. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SPECTRALINK OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR

SPECTRALINK CORPORATION PRODUCT WARRANTY & SOFTWARE LICENSE AGREEMENT

REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; LOSS OF BUSINESS INFORMATION, DATA OR DATA USE; LOSS OF GOODWILL; OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR SPECTRALINK'S PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF SPECTRALINK OR ITS SUPPLIER COULD HAVE FORESEEN OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL SPECTRALINK'S SUPPLIERS BE LIABLE FOR ANY DIRECT DAMAGES WHATSOEVER ARISING OUT OF THE USE OR THE INABILITY TO USE THE SOFTWARE. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, SPECTRALINK'S AGGREGATE LIABILITY UNDER THIS SOFTWARE LICENSE AGREEMENT SHALL BE LIMITED TO AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR U.S. \$300.00, WHICHEVER IS LESS.

INDEMNITY. You agree to indemnify and hold harmless Spectralink and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Software, your connection to the Software, or your violation of the terms of this agreement.

EXPORT CONTROLS. You acknowledge that the Software may be subject to export restrictions of various countries. You shall fully comply with all applicable export license restrictions and requirements as well as with all laws and regulations relating to the importation of the Software in the United States and in any foreign jurisdiction in which the Software is used. Without limiting the foregoing, the Software may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; (ii) any end user known, or having reason to be known, will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. If you obtained this Software outside of the United States, you are also agreeing that you will not export or re-export it in violation of the laws of the country in which it was obtained. You further acknowledge that the Software may include technical data subject to export and re-export restrictions imposed by US law.

GOVERNING LAW. This agreement shall be governed by the laws of the state of Colorado, U.S.A. and by the laws of the United States, without reference to conflict of laws principles, in the case of Spectralink Corporation; (ii) English law, in the case of Spectralink Europe ApS. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to this Agreement.

ENTIRE AGREEMENT. This license agreement represents the complete agreement concerning the Software and may be amended only by a writing executed by both parties. If any provision of this agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

CONTACT. If you have any questions concerning this agreement, or if you desire to contact Spectralink for any reason, please contact the Spectralink office serving your country.

U.S. GOVERNMENT RESTRICTED RIGHTS. The software and documentation provided by Spectralink pursuant to this agreement are "Commercial Items," as the term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to United States Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other users pursuant to the terms of this agreement.

HIGH RISK ACTIVITIES. The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). SPECTRALINK AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

BY INSTALLING, COPYING, OR OTHERWISE USING THIS SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS INDICATED ABOVE.