

SPECTRALINK CORPORATION

SERVICE DESCRIPTION

Enhanced Solution Support Program

8000 and 9000 Portfolio Spectralink Handset and Smartphone Products

SPECTRA CARE+

(SKU's SMS80115, SMS 84105, SMS84115, SMS84125, SMS84205, SMS87105, SMS87115, SMS87125, SMS87205, SMS95401YRPF, SMS95401YRPA, SMS95401YRPR, SMS95403YRPF, SMS95403YRPR, SMS95531YRPF, SMS95531YRPA, SMS95531YRPR, SMS95533YRPF, SMS95533YRPR, SMS96401YRPF, SMS96401YRPA, SMS96401YRPR, SMS96403YRPF, SMS96403YRPR, SMS96531YRPF, SMS96531YRPA, SMS96531YRPR, SMS96533YRPF, SMS96533YRPR, SMS95405YRPF, SMS95535YRPF, SMS96405YRPF, SMS96535YRPF, SMS84125-5YR, SMS92401YRPF, SMS92401YRPA, SMS92401YRPR, SMS92403YRPF, SMS92403YRPR, SMS92531YRPF, SMS92531YRPA, SMS92531YRPR, SMS92533YRPF, SMS92533YRPR, SMS92405YRPF, SMS92535YRPF, SMS954F1YRPF, SMS954F1YRPA, SMS954F1YRPR, SMS954F3YRPF, SMS954F3YRPR, SMS955F1YRPF, SMS955F1YRPA, SMS955F1YRPR, SMS955F3YRPF, SMS955F3YRPR, SMS97401YRPF, SMS97401YRPA, SMS97401YRPR, SMS97403YRPF, SMS97403YRPR, SMS97405YRPF, SMS97531YRPF, SMS97531YRPA, SMS97531YRPR, SMS97533YRPF, SMS97533YRPR, SMS97535YRPF)

A. GENERAL TERMS

1. This "Service Description" defines the SpectraCare+ Enhanced Solution Support Program for Spectralink 8000 and 9000 Portfolio handset and smartphone Products (the "Service Program").
2. This Service Description is subject to and hereby incorporates by reference the "SPECTRALINK TERMS AND CONDITIONS FOR SERVICES", available at https://support.spectralink.com/sites/default/files/resource_files/terms_conditions.pdf (the "Terms").
3. Unless otherwise specified herein, capitalized terms not defined herein shall have the meaning set forth in the Terms.
4. Any conflict between the Terms and this Service Description shall be controlled by this Service Description, solely with respect to this Service Program.
5. If the Service Program lapses (expires or is terminated) or is not purchased at the time of the Product purchase, a reinstatement fee will be assessed. Customer may contact its sales representative to discuss available options.
6. Except as otherwise stated below, all Services will be provided during Spectralink's ordinary business hours Monday through Friday, exclusive of Spectralink holidays.
7. The Service Program is non-cancellable except as set forth in the Terms.

B. ELIGIBLE PRODUCTS

- 84-, 92-, 95-, 96- and 97-series handset and smartphone Products as well as non-consumable accessories purchased from Spectralink associated with the eligible handsets and smartphones currently available on the Price List

C. FEATURE SUMMARY

1. **Technical Support– 24/7**
2. **Repairs**
 - Online RMA Requests
 - Email RMA Requests
 - Liquid Damage Coverage – Water Protection
 - Accidental Damage

- Loss/Theft Protection
- Accessory Extended Warranty for non-consumable items
- Product Replacement - Advance Replacement

3. **Releases**

D. **Service Levels Matrix**

Feature	Service Level
Technical Support	24/7
Online RMA Requests	Same Day Response if received prior to the regional processing cutoff time
Email RMA Requests	1 Business Day Response
Liquid Damage Coverage	Water Damage Protection
Accidental Damage	Per category return rate thresholds
Loss/Theft Protection	Per category return rate thresholds
Accessory Extended Warranty	For non-consumable accessories
Product Replacement	Advance Replacement
Releases	Included

E. **SCOPE OF THE SERVICE PROGRAM**

1. **Technical Support – 24/7**

- The Service Program entitles Customer to Spectralink Product Technical Support during Spectralink regional business hours (available at <https://www.spectralink.com/support/contact-support>)
- The Service Program entitles Customer to Spectralink Product emergency system down support during regional afterhours
- Outside North America, Customer should contact their local reseller for first tier Technical Support.
- For escalations, Customer is required to provide all information requested in the “Escalation Toolkit”, a spreadsheet that will be provided by Spectralink.

2. **Releases**

- Service Program includes Android OS upgrades as they become available from Spectralink
- Specific bug fixes or security patches may require an Android OS update.

3. **Repairs**

- ✓ Online RMA Requests
 - a. Online RMA requests can be submitted anytime day or night.
 - b. Spectralink will process online RMA requests the same day for requests submitted prior to the processing time cutoff. Requests submitted after the regional processing time cutoff will be processed the following business day (excluding Spectralink Holidays). Regional processing cutoff times are as follows:
 - North America: 5 PM Eastern Time Monday-Friday

- EMEA: 5 PM Central European Time Monday-Friday
 - For other regions, please consult with your local Spectralink reseller
- c. Refer to <https://support.spectralink.com/> for information and training on how to use iSupport to submit an online RMA request.
- d. Refer to the Product Warranty Guide available at <https://support.spectralink.com/> for RMA business hours.
- ✓ RMA Email Service Request
 - a. Spectralink will respond to email requests for RMA services within one (1) business day of receipt.
 - b. Refer to <https://support.spectralink.com/> for RMA email contact information by region.
- Water Damage Protection
 - ✓ Spectralink will Repair handset and smartphone Products damaged by water.
- Product Replacement
 - ✓ Advanced Replacement
 - a. Within 1 business day of receipt of a processed RMA request, Spectralink will overnight ship a replacement Product to Customer at Spectralink's risk and expense. If pre-configuration services have been purchased, Spectralink will overnight ship a replacement Product to Customer at Spectralink's risk and expense within 24 hours of completion of the pre-configuration Services.
 - b. Within 15 business days following the RMA request, Customer must ship the defective Product with the serial number specified in the RMA request to Spectralink at Customer's risk and expense and in accordance with Spectralink's current RMA procedures available at support.spectralink.com.
 - c. Product replacement under the Loss/Theft protection must be processed according with Spectralink's current RMA procedures. When a loss/Theft Product is reported to Spectralink, Spectralink will secure the Product using the Spectralink Google Zero Touch portal or other management tools.
 - ✓ Prior to returning any Product, Customer must:
 - a. Securely and permanently delete all personal data including, stored or recorded in the Products. Spectralink and its service providers do not require access to any personal data and Spectralink excludes all liability with respect to the same.
 - b. Remove all pins, accounts, or restriction passcodes, erase all content and settings, reset the factory default settings in the Product, and remove the battery.
 - c. Unregister the Product from Google Zero Touch, Google accounts, Google FRP, or other account and product management services if the Product is registered for such service(s).
 - ✓ Other Requirements.
 - a. Customer must not return Products that are not entitled under this Service Program. Spectralink is not able to return items such as batteries or accessories if they are included.
 - b. Customer is responsible to ship the defective Product to Spectralink at its risk and expense and in accordance with Spectralink's current RMA procedures available at <https://support.spectralink.com/>.
 - c. Customer must return the defective Product with the serial number specified in the RMA request. If the Product is Loss/Theft, a valid serial number must be specified in the RMA request.
 - ✓ Procedures for Returned Products.

- a. Upon receipt of the returned Product, Spectralink will (a) verify the serial number and (b) determine if the Product damage or defect is covered (see Exclusions in Section F below).
 - b. If a Product that has been discontinued during the term of the Service Program is returned for Repair, Spectralink may ship a replacement Product that has similar features and functionality as the returned Product. Replacement Products for discontinued Products may require the purchase of chargers, batteries and/or accessories that are compatible with the Replacement Product.
 - c. Products returned for Repair will be updated to the current minimum recommended Release. Spectralink is not responsible for any compatibility issues with third-party applications that arise as a result of the updated Software. Customer is advised to contact the application vendor for assistance and application updates in such cases.
- ✓ Customer will be responsible to pay Spectralink the then-current List Price (minus any applicable discount) for the replacement Product, and/or T&M fees (minus any applicable discount) for time spent on processing of the returned Product if:
 - a. the serial number of the returned Product does not match the serial number on the RMA request, and/or
 - b. the damage to or defect in the returned Product is not covered by this Service Program (see Exclusions in Section F below).
 - c. Customer did not comply with the requirements set forth above or any other terms of this Service Program.
- No Trouble Found (NTF), Accidental Damage Product Returns and Loss/Theft Products
 - ✓ Product returns are categorized as “No Trouble Found” (“NTF”) when no defects are found in the returned Product. If Spectralink’s self-test of a returned Product finds no defect that prevents normal use of the Product or impacts its durability, then such returned Product will be categorized as an NTF return.
 - ✓ Product returns are categorized as “Accidental Damage” when the damage to the Product is caused by an unintentional incident. Accidental Damage may result in, without limitation, cracked or broken housing, plastics, displays, or touch screen.
 - ✓ Product that is reported “Loss/Theft” are devices that are no longer in possession of the Customer. Products reported Loss/Theft become property of Spectralink once a replacement Product has been issued to the Customer. Loss/Theft Products must be returned according to Spectralinks current RMA procedures if found.
 - ✓ This Service Program covers NTF and Accidental Damage Product returns as well as Loss/Theft Products up to the thresholds set forth in the table below. Spectralink reserves the right to monitor Product returns for excessive NTF, Accidental Damage, or Loss/Theft returns. The rate of Product returns is calculated as the aggregate number of Product returns and Lost/Theft Products reported for each specified category on a quarterly basis as a percentage of all Product returns during the same period.
 - ✓ If Customer’s NTF, Accidental Damage, or Loss/Theft Product return rates exceed the applicable threshold set forth in the table below, Spectralink will work with Customer to identify the reasons for the excessive Product return rate and establish an action plan aimed at reducing the Product return rate to under the allowed threshold. If Customer fails to reduce the Product return rate to below the applicable threshold in the following quarter and going forward, Spectralink reserves the right to charge the then-current T&M List Price (minus any applicable discount) for each replacement Product shipped for each Product return in excess of the threshold. Any such fees will be invoiced twice monthly.

Category Return Rate Thresholds

Category	Threshold %
NTF	10%
Accidental Damage	20%
Loss/Theft	10%

- ✓ Spectralink reserves the right to charge the then current T&M List Price (minus any applicable discount) for each replacement Product shipped for any other Product return that is excluded from this Service Program under Section F below. Any such fees will be invoiced twice monthly.

F. EXCLUSIONS

1. **On-site Technical Support Services**

- This Service Program does NOT include on-site Technical Support Services.
- Customer may purchase on-site Technical Support Services at Spectralink's then current T&M rate.

2. **Discontinued Products are not eligible for this Service Program.**

- For maintenance options for discontinued Products, please contact your Spectralink Sales Account Manager or Spectralink reseller.
- Products that are covered when the Service Program is purchased and discontinued thereafter will continue to be covered until the then-current term of the Service Program expires or is terminated.
- If End of Service (EOS) is announced for any Products that are covered by this Service Program during the term of the Service Program, Spectralink will make "best efforts" to provide the Services described herein for any such EOS Products. EOS Products will not be eligible for Releases. Issue resolution for EOS Products may require the purchase of new Products.

3. **Batteries and other consumable items are not covered under this Service Program.** Customer is responsible for replacing, at its own expense, any and all consumable items used in connection with the Products, including without limitation, batteries.

4. **General Exclusions.** This Service Program does not cover or include (as applicable) any of the following:

- Repair or replacement of returned Products with damage or defects resulting from causes external to the Product, including without limitation:
 - ✓ disaster, fire, neglect, misuse, vandalism, power surges, lightning, liquids other than water;
 - ✓ excessive use of chemical cleaning agents or the use of unsupported chemical cleaning agents;
 - ✓ failure of the installation site to conform to Spectralink's applicable specifications;
 - ✓ use of a Product for other than intended purposes;
 - ✓ viruses or conflicts involving software that is not installed or introduced by Spectralink;
 - ✓ use of a Product with third party items, products, components or software not provided or approved by Spectralink; or
 - ✓ the performance of maintenance or the attempted Repair of a Product by persons other than Spectralink employees or persons authorized by Spectralink;
- Features and tools that are sold or licensed separately from the Smartphones and Handset Products in Section B above;
- Infrastructure Products or any other Products not specified in Section B above;
- Electrical work external to the Product;
- Supplies or accessories, or painting or refinishing the Product;
- Relocation of a Product;

- The addition or removal of equipment or parts, attachments, features, to or from other devices not furnished by Spectralink, including communications devices, video devices, audio devices, networks or links;
- The back up or restoration of data;
- Troubleshooting issues resulting from environment configuration changes (e.g. Wifi or PBX upgrades);
- Product staging, configuration, deployment, training, and other implementation activities;
- Network design, validation, and remediation;
- Installation, provisioning, configuration and support of any 3rd party applications or products.

G. CUSTOMER'S RESPONSIBILITIES. In addition to any responsibilities stated above or in the Terms, Customer's responsibilities are as set forth below.

1. *Product Registration / Service Program Activation*

- Customer is responsible to provide the serial numbers for all Products to be covered by the Service Program to enable Spectralink to register the Products.
- Only Registered Products are eligible and entitled for Services under the Service Program.
- The Service Program will be activated upon registration of all Products covered by the Service Program.

2. *Entitlement*

- Customer is responsible to provide the Product serial number for verification of entitlement when requesting Services (whether by online, telephone, or email).
- The serial number provided must be for the Product that requires Service.

3. *General*

- Customer must provide contact information for its designated technical representative(s) to assist Spectralink with the initial classification of a reported problem and subsequent troubleshooting steps.
- Customer is responsible for installation of all replacement Products provided as part of the Service Program.
- Customer is responsible to notify Spectralink of any changes made to the Products if such changes were made using hardware or software purchased from a vendor other than Spectralink.
- Customer is responsible for installing Releases.
- If applicable, it is strongly recommended that Customer proactively provide Spectralink Technical Support staff with remote access to all Products covered by the Service Program. Such remote access allows Spectralink to restore functionality of the Spectralink Products in the shortest time possible.
- If Google Zero Touch is in use on the entitled Products under this Service, it is strongly recommended that Customer proactively setup Spectralink as an owner in the Zero Touch Portal.
- Spectralink may require an open purchase order or credit card number to cover any out-of-scope Services that may be requested or required during the term of a Service Program.
- Customer is responsible for all Customer obligations and responsibilities set forth in the Terms.