

SPECTRALINK CORPORATION
SERVICE DESCRIPTION

ExtendedCare
Service Program

860 and 860S Cisco Smartphone Products

(SKU's: SP-CP-860-EX-CARE=, and SP-CP-860S-EXCARE=)

A. GENERAL TERMS

1. This “**Service Description**” defines the ExtendedCare Service Program for Cisco 860 and 860S smartphone Products (the “**Service Program**”).
2. This Service Program 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. Except as otherwise stated below, all Services will be provided during Spectralink's ordinary business hours Monday through Friday, exclusive of Spectralink holidays.
6. The Service Program is non-cancellable except as set forth in the Terms.

B. ELIGIBLE PRODUCTS: Cisco 860 and 860S smartphone Products.

C. FEATURE SUMMARY

1. Repair Services

- a) Online RMA Requests
- b) Liquid Damage Coverage – Water Protection
- c) Accidental Damage Coverage
- d) Product Replacement - Advance Replacement

D. SERVICE LEVELS MATRIX

Service	Service Level
Online RMA Requests	1 Business Day Response
Liquid Damage Coverage	Water Damage Protection
Accidental Damage Coverage	Accidental Damage Protection
Product Replacement	Advance Replacement

E. SERVICES

1. Repair Services

a) Online RMA Requests

- 1) Customer must contact Cisco support prior to submitting an RMA request.
- 2) Online RMA requests can be submitted anytime day or night.
- 3) All RMA requests must be submitted exclusively through Spectralink's web portal at <https://support.spectralink.com/>.
- 4) Customer must make reasonable efforts to provide a reason for failure prior to requesting an RMA.
- 5) 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
- 6) Refer to <https://support.spectralink.com/> for information and training on how to use iSupport to submit an online RMA request.

b) Water Damage Protection. Spectralink will Repair Products damaged by water.

c) Accidental Damage Protection. Spectralink will Repair Products categorized as Accidental Damage. 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.

d) Advance Product Replacement.

1) Replacement Product.

- a. Within 1 business day of receipt of a RMA request, Spectralink will ship a replacement Product to Customer.
- b. Spectralink bears all delivery costs (including, without limitation, insurance) and risk of loss associated with the shipping of the replacement Product to Customer.
- c. If an RMA request is submitted for Product that has been discontinued, Spectralink may ship a replacement Product that has similar features and functionality as the defective Product. Replacement Products for discontinued Products may require the purchase of chargers, batteries and/or accessories that are compatible with the replacement Product.
- d. Replacement Products will be either new or equivalent in performance to new.
- e. Replacement Products will ship with the software release currently loaded at Spectralink's manufacturing facility. Spectralink is not responsible for any compatibility issues with third-party applications that arise as a result of the updated software.
- f. Customer is responsible for installation of all replacement Products provided as part of the Service Program.

2) Return of defective Product.

- a. 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's designated facility in accordance with Spectralink's then-current RMA policies and procedures available at <https://support.spectralink.com/> and in compliance with any applicable law, regulation or safety standard.
- b. Customer bears all delivery costs (including, without limitation, insurance) and risk of loss associated with the shipping of the defective Product to Spectralink.

- c. Upon receipt of the returned Product, Spectralink will (a) verify the serial number and (b) determine, in its sole discretion, if the Product damage or defect is covered under this Service Program (see Exclusions in Section F below).
 - d. Customer will be responsible to pay Spectralink the then-current list price for the replacement Product and/or time & material fees for time spent on processing of the returned Product if:
 - the serial number of the returned Product does not match the serial number on the RMA request, and/or
 - the damage to or defect in the returned Product is not covered by this Service Program (see Exclusions in Section F below).
 - Customer did not comply with the requirements set forth above or any other terms of this Service Program.
 - e. Spectralink is not able to return items such as batteries or accessories if included with the returned Product.
 - f. Returned defective Products will become the property of Spectralink.
 - g. Spectralink is not responsible for Products returned to it without an RMA.
 - h. Prior to returning any Product, Customer must:
 - Adequately package any Products being returned to Spectralink.
 - 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.
 - Remove all pins, accounts, or restriction passcodes, erase all content and settings, reset the factory default settings in the Product, and remove the battery.
 - 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).
 - Not return Products that are not entitled under this Service Program.
- 3) Return Rate Thresholds
- a. Spectralink reserves the right to monitor Customer's overall Product return rate. The Product return rate will be calculated as the aggregate number of Product returns as a percentage of the total number of Products covered by this Service Program. Such Product return rate will be calculated for each calendar quarter of the Service Program.
 - b. If in any quarter the Product return rate exceeds an annualized rate of twenty-five percent (25%) (the "**Threshold**"), Spectralink will work with Customer to identify reasons for such Product return rate and establish an action plan aimed at reducing the Product return rate to under the Threshold.
 - c. If Customer fails to reduce the Product return rate to below the Threshold in the following quarter, Spectralink reserves the right to charge the then-current time & materials fee for each replacement Product shipped for each Product return in excess of the Threshold. Any such fees will be invoiced twice monthly.

F. EXCLUSIONS

1. **Technical Support.** This Service Program does NOT include technical support services.
2. **On-site Technical Support Services.** This Service Program does NOT include on-site technical support services.
3. **Releases.** This Service Program does NOT include access to software releases, except as otherwise stated.

4. **Products Under Cisco Warranty.** This Service Program does not cover Product issues that are covered by an active Cisco warranty.
5. **EOL and EOS Products.** Except as otherwise stated in this Service Description, including below, this Service Program does not cover Products that have been discontinued (“**EOL**”) or Products for which Services have been discontinued (“**EOS**”).
 - a) Products that are covered when the Service Program is purchased and discontinued thereafter will continue to be covered in accordance with Section E.1.(c)(1)c above until the then-current term of the Service Program expires or is terminated.
 - b) If EOS is announced for any Products that are covered by this Service Program during the term of the Service Program, Spectralink will make commercially reasonable efforts to provide the Services for any such EOS Products. Issue resolution for EOS Products may require the purchase of new Products.
6. **Consumables / Accessories.** Batteries and any other consumable items, as well as chargers and accessories are not covered under this Service Program. Customer is responsible for replacing, at its own expense, any and all consumable items and accessories used in connection with the Products.
7. **Exclusions.** This Service Program does not cover or include (as applicable) any of the following:
 - a) Repair or replacement of returned Products with damage or defects resulting from causes external to the Product, including without limitation:
 - 1) disaster, fire, neglect, misuse, vandalism, power surges, lightning, liquids other than water;
 - 2) excessive use of chemical cleaning agents or the use of unsupported chemical cleaning agents;
 - 3) failure of the installation site to conform to applicable Spectralink specifications;
 - 4) use of a Product for other than intended purposes;
 - 5) viruses or conflicts involving software that is not installed or introduced by Spectralink;
 - 6) use of a Product with third party items, products, components, or software not provided or approved by Spectralink; or
 - 7) the performance of maintenance or the attempted Repair of a Product by persons other than Spectralink employees or persons authorized by Spectralink;
 - b) Features and tools that are sold or licensed separately from the Products in Section B above;
 - c) Infrastructure products or any other products not specified in Section B above;
 - d) Electrical work external to the Product;
 - e) Supplies or accessories, or painting or refinishing the Product;
 - f) Relocation of a Product;
 - g) 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;
 - h) The back up or restoration of data;
 - i) Product staging, configuration, deployment, training, and other implementation activities;
 - j) Network design, validation, and remediation;
 - k) Installation, provisioning, configuration and support of any 3rd party applications or products.
- G. **Customer Responsibilities.** In addition to any responsibilities stated above, Customer’s responsibilities are as set forth below.
 1. **Product Registration / Service Program Activation**
 - a) 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.

- b) Only Registered Products are eligible and entitled for Services under the Service Program.
- c) The Service Program will be activated upon registration of all Products covered by the Service Program.

2. Entitlement

- a) Customer is responsible to provide the Product serial number for verification of entitlement when requesting Services.
- b) The serial number provided must be for the Product that requires Service.

3. General

- a) Customer is responsible to notify Spectralink of any changes made to the Products if such changes were made using hardware or software from a vendor other than Spectralink.
- b) 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.
- c) Customer is responsible for all Customer obligations and responsibilities set forth in the Terms.