

SPECTRALINK CORPORATION

SERVICE DESCRIPTION

SPECTRALINK 84/87 SERIES ONSITE CONFIGURATION

(SKU # 6867-10052-020)

A. GENERAL TERMS

1. This “Service Description” defines the Spectralink 84/87 Series Onsite Configuration Service Program (the “Service Program”).
2. The Service Program is subject to and hereby incorporates by reference the “SPECTRALINK TERMS AND CONDITIONS FOR SERVICES”, available at http://support.spectralink.com/sites/default/files/resource_files/terms_conditions.pdf or the terms and conditions previously agreed to in writing between the Customer and Spectralink (each individually as applicable, 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, Services will be provided during Spectralink’s then-current published ordinary business hours Monday through Friday, exclusive of Spectralink holidays.
6. The Service Program is non-cancellable except as set forth in the Terms.
7. If the Service Program does not commence within ninety (90) days from the date of Spectralink’s receipt of the applicable purchase order, it is forfeited, assumed completed and fully invoiced.

B. SERVICE PROGRAM SHORT DESCRIPTION AND FEATURE SUMMARY

1. **Short Description.** The Spectralink 84/87 Series Onsite Configuration Service Program provides services to enable the deployment of the Spectralink 84/87 series handset Products. It includes CMS server configuration, configuration of Spectralink handset Products and functional testing.
2. Feature Summary:
 - Project Management Services
 - Onsite Handset Configuration and Functional Testing
 - Configuration Management Server (CMS) Configuration (if applicable)
 - High Level Admin Training for Spectralink Products and Configuration Management Tools (up to 1 hours remote)

C. SCOPE OF THE SERVICE PROGRAM

1. The Scope of this Service Program includes only those tasks described in this Service Description. If Customer requests or requires Services that are outside the scope of this Service Program, Spectralink will provide a quote for such Services at the then-current T&M rate or the List Price for such Services, as applicable.
2. The Service Program includes an assigned Spectralink Professional Services Project Manager (the “Project Manager”) who serves as the primary point-of-contact.
3. Specific Spectralink Tasks:
 - Project Management Services
 - a) Plan and coordinate completion of the Service Program.
 - b) Manage Service Program scope and document / communicate all out of scope items (i.e., Change Orders).
 - c) Develop and manage Service Program timeline.

- d) Coordinate planning meetings with Customer stakeholders, including a kickoff meeting to initiate the service program.
 - e) Identify pre-work requirements.
 - f) Provide technical guides, application notes, and documentation
 - g) Provide periodic status reports to Customer stakeholders.
 - h) Communicate issues discovered during the Service Program to the Customer and advise what is needed to resolve the issues. Resolution may require Customer to take specific actions or may require additional products and/or services that are outside the scope of the Service Program. In such case, if Spectralink is able to provide any of the required products and/or services, Spectralink will provide a quote for such.
 - i) Be the single point of contact for the Service Program.
 - j) Review the Bill of Materials to ensure proper equipment has been ordered.
 - k) Assign and schedule appropriate technical resources.
 - l) Verify completeness of Configuration toolkit.
 - m) Communicate process for post-deployment Technical Support and schedule a handoff call with Spectralink Technical Support, Spectralink Reseller and Customer, as applicable.
 - n) Monitor and direct completion of all tasks, oversee the quality of Services performed, schedule follow up calls to address any issues that are not resolved during the onsite deployment and provide next steps.
 - Handset Product Configuration:
 - i) Perform configuration at a single location provided by Customer.
 - ii) Create the configuration files based on the information provided in the Configuration Toolkit
 - iii) Verify the network and SIP server information provided on the Configuration Toolkit is accurate (Note: Any changes may result in a scope change and delay to the Configuration.)
 - iv) If noted on the Configuration Toolkit, configure native features on the handset Products which may include; Call Hold, Call Forwarding, Call Transfer, Conference Calling, Voicemail/Message Waiting Indicator, SIP integration.
 - b) CMS Deployment - the Spectralink engineer will work with Customer on the following tasks:
 - i) Verify that 3rd party Virtual Machine (VM) environment has been installed configured properly by Customer
 - ii) Configure Spectralink CMS on a Spectralink-supported 3rd party ("VM") environment
 - iii) Ensure that CMS is running the correct Software Release
 - iv) Migrate devices to CMS (if applicable). If the devices being migrated to CMS have already been deployed, additional charges may apply.
 - c) Update the Software as needed (If possible, the handset Products should be upgraded to the latest Release prior to the Spectralink field engineer site visit. The handset Products will need to be rebooted).
 - d) Handset Functional Testing.
 - i) Test Product connectivity to the Customer's wireless network, call server and Spectralink CMS (if applicable).
 - ii) On a sample number of handset Products, test and validate the ability to establish calls (between handset Products and outside) and validate the Product features are working as requested.
 - iii) Test at a single location (configuration location unless otherwise specified).
 - e) Administrator Training
 - i) Provide high level system administration orientation training for up to ten (10) people for one (1) hour, including basic testing, procedures for replacing handset Products, updating Software, and procedures for requesting Technical Support.
 - ii) Train at a single location (configuration location unless otherwise specified).
4. **CMS 2.4 Server Requirements:** The following requirements may be updated from time to time. Verify the requirements with the latest release notes and administrator guide.
- (a) VMWare ESXi server 5.0 (or later) host machine capable of running 64-bit guest OS Virtual Machines (ESXi is a hypervisor OS that allows you to run multiple virtual machines) – see this knowledge based article on VMWare's site;

http://kb.vmware.com/selfservice/microsites/microsite.do?cmd=displayKC&docType=kc&externallid=1003945&sliceId=1&docTypeID=DT_KB_1_1

- (b) Utility - Processor Check for 64-Bit Compatibility.
- (c) 100GB free disk space on ESXi server datastore
- (d) CMS Virtual Machine requires the following resources from the ESXi host server:
 - a. 4 virtual CPU
 - b. 4GB RAM
 - c. 50GB Hard drive (thick provisioned)
 - d. 1 NIC
- (e) ESXi VM is an OS and will take over the HW
- (f) CMS VM is Ubuntu 14.04 LTS server 64-bit
- (g) Administrator needs to be knowledgeable about using VMWare vSphere and Virtual Machines.

D. CUSTOMER RESPONSIBILITIES

Customer is responsible for completing the tasks identified below in the timeframe determined by the Project Manager. Any delay in completing one or more tasks may result in a delay in the schedule and may incur additional fees.

- General:
 - a) Verify enough licenses are available for the Products (e.g. Spectralink maintenance or software assurance for handsets and CMS).
 - b) Identify a primary contact (the "Primary Contact") who will (a) act as the primary interface with Spectralink, (b) be the Customer's decision-maker, and (c) assist with communication during the Services.
 - c) Identify a secondary contact (the "Secondary Contact") who will act as the secondary interface with Spectralink in addition to the Primary Contact, or when the Primary Contact is not available.
 - d) Participate in the kick-off meeting, which includes a detailed review of the proposed Service Program plan.
 - e) Notify facility staff 48 hours in advance of Spectralink resources arriving on site.
 - f) Notify and update the Project Manager of any issues onsite.
 - g) Attend and ensure that assigned Customer stakeholders attend all scheduled meetings, mutually agreed upon with Spectralink.
 - h) Complete any tasks agreed upon during Service Program readiness and/or defined in the Service Program plan and ensure that any tasks assigned to the Customer are completed in a timely manner.
 - i) Provide contact information and access to Customer resources as needed to complete the Services including, network/WLAN engineers/administrators, PBX technicians/administrators, construction/facility management personnel, server administrators (virtual, application, etc.), T1/Cat5 Cabling Expert/qualified electrician.
 - j) Communicate project details to end users as needed (e.g. Change Management).
 - k) Coordinate and make available all 3rd party project resources necessary to deliver the Services.
 - l) Notify Spectralink if access to the Customer site requires any specialized training or actions and/or if union labor is required for any tasks associated with this Service Program. Any changes or additional site strictures requiring specialized training or actions or union labor will incur additional charges.
 - m) Provide a signature sign-off on the Services upon completion of the Service Program
 - n) Have appropriate operational policies and procedures in place to support the phones in domains such as Change Control, End User Handset Support and Issue Reporting, Handset Moves/Adds/Changes, Battery Replacement, Firmware Upgrades etc.
 - o) End user training
 - p) User Acceptance Test
- Handset Product Configuration/Functional Testing/Admin Training:

- a) Set up the wireless network according to Spectralink's Best Practices Guide and VIEW Certification Recommendations.
- b) Program the desired features in the call server according to the Spectralink interoperability guide for that call server and provide Spectralink with an extension list for the Products.
- c) Test the SIP Connectivity and call features specified in the Configuration Toolkit with a representative set of handsets or soft phone.
- d) Configure and provide the DHCP scope with appropriate options, if applicable.
- e) Install and configure a VM platform so that it is ready for CMS
- f) Install the CMS ova file provide by Spectralink
- g) If CMS has not been purchased, provide a change order, if necessary, to accommodate any additional steps that would otherwise be handled by CMS.
 - i) If customer is using a provisioning server for 84-series handsets, the customer will provide that Provisioning server (i.e. FTP, HTTP or HTTPS). This server will be used for software updates and storage of handset configuration files for when the handsets boot.
- h) Have purchased at least 1 QNC for handset configuration.
- i) Accurately complete the Configuration Toolkit to provide Spectralink with all needed network configuration information such as IP address of servers, call server, Wi-Fi access point and controllers. (Note: The accuracy of the information supplied in the Configuration toolkit is the responsibility of the Customer. Missing or inaccurate information could cause a delay which may result in additional labor charges and possibly additional T&M. **Refer to Customer Not Ready Charge.)
- j) Inventory the equipment and if applicable, ship the equipment to Spectralink with the provided shipping label.
- k) Charge handset batteries
- l) Provide a configuration area for the Spectralink Configuration Engineer for Product configuration and provisioning. Location should have plenty of electrical outlets.
- m) Identify the Admin users who will be trained and provide appropriate facilities for their training.
- n) Stage and distribute all handsets to users

E. ASSUMPTIONS

- General:
 - a) Any Services not specified in this Service Description are out-of-scope.
 - b) Number of days onsite, number of handset Products, and additional assumptions are provided within the customized quote.
 - c) Spectralink Engineer to be granted access to areas necessary to complete this Service Program.
 - d) Spectralink will be granted access to a secure location to stage and store Products if needed.
 - e) All Services unless specifically specified are provided in English
 - f) Spectralink Professional Services will be offered during the hours of M-F, 8-5 unless otherwise specified.
 - g) Services will be performed over consecutive days (If the Services require multiple site visits and/or intervals of inactivity between events, additional charges will be incurred).
 - h) The expected duration of this Service Program has been budgeted for up to four months from the time of kick-off to completion. In the event that the Service Program exceeds the budgeted timeframe without a change order in place, the Service Program will be considered complete and invoiced.
- Handset Products Configuration
 - a) Assumes Spectralink VIEW certified & Call Server Interoperable equipment is being used, otherwise Spectralink's Best Efforts policy will apply to the Service program.
 - b) Facility is "Voice Ready" and customer has recently performed and remediated the findings of a voice-optimized Wi-Fi design.
 - c) All handset Products have the same configuration (e.g. all handset Products will use the same security certificate otherwise additional handset Product configuration charges may apply).

- d) Configuration of the following voice features is out of scope but can be purchased via a change order: Push to Talk, User Profiles, Duress/SAFE, Advanced Security settings, Device specific wireless certificates.
- e) Integration with more than one third party application, including middleware, is out of scope but can be purchased via a change order.
- f) If handset Products are already deployed and unless otherwise specified, Customer will collect and provide all handset Products to Spectralink for configuration or physically update handset Products as requested by the Spectralink project team.
- g) Handsets have not been deployed to users yet. If handsets are already deployed, additional charges may apply.
- h) As required, Customer will redeploy the handset Products to the end users.
- i) Customer has provided accurate and complete information requested in the “Project Toolkit” and followed the Spectralink Network Best Practices and deployment guide as appropriate.

F. FEES

Fees are indicated in the associated quote.

G. PAYMENT SCHEDULE

Invoices for Services will be issued as specified below:

Milestone	% of Total Cost
Upon Receipt of Purchase Order	50%
Service Program Close or 120 Days of Purchase Order (whichever comes first)	50%

H. CHANGE ORDER PROCESS

If Customer or Spectralink encounter circumstances that will affect the schedule of the Service Program, the Spectralink Project Manager will document the impact and proposed change to the schedule in a Change Order Form. Both parties must sign the Change Order Form indicating acceptance of the change. Any changes that require additional time, travel or expense for Spectralink will be subject to submission of a purchase order by Customer or its Spectralink distribution partner for any additional charges and/or expenses.

I. TRAVEL & EXPENSES

This Service Program does not include travel expenses incurred while performing the Services which will be paid separately as a flat rate fee per person trip.

J. CHANGE ORDER PROCESS

If Customer or Spectralink encounter circumstances that will affect the schedule of the Service Program, the Project Manager will document the impact and proposed change to the schedule in a Change Order Form. Both parties must sign the Change Order Form indicating acceptance of the change. Any changes that require additional time, travel or expense for Spectralink will be subject to submission of a purchase order by Customer or its Spectralink distribution partner for any additional charges and/or expenses.

1. Reschedule Policy

Customer shall notify Spectralink of any intent to reschedule by contacting the Project Manager. In the event Customer notifies Spectralink of its intent to reschedule the Service Program less than ten (10) business days

prior to the travel is scheduled to begin, Customer shall reimburse Spectralink in an amount equal to any nonrefundable travel or contractor labor expenses incurred by Spectralink. If Spectralink is notified of a postponement less than seven (7) business days before the start of the Services, an additional reschedule fee will be incurred.

Postponement Notice	Re-schedule Fee	Product ID
1-6 business days prior to start of Services	\$600 per scheduled resource	SAO-RES-000
0-1 business days prior to start of Services	\$2300 per scheduled resource	SAO-RES-010

2. Service Program Delay Policy

Onsite delays or delays that extend the duration of the overall Service Program schedule, that are outside of Spectralink resource control, may result either in additional charges or the associated services being deemed complete.

Delay Type	Fee	Product ID
Onsite Resource	\$2,300 per scheduled resource per day	SAO-DEL-000
Retainer for Project Schedules Exceeding 120 days from date of PO	\$1,200 per month	SAO-DEL-010
Project Restart Fee (after break in project of more than 2 months)	\$2,000 per instance	SAO-DEL-020