

SPECTRALINK CORPORATION
SERVICE DESCRIPTION
SPECTRALINK SUPERUSER TRAINING
(SKU # TRU-SU-00)

A. GENERAL TERMS

1. This “Service Description” defines the Spectralink Superuser Training 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 Superuser Training Service Program provides a comprehensive methodology for supporting the customer and superusers with their technology adoption and ability to support the customer’s end users with technology adoption.
2. Feature Summary:
 - Superuser Instruction on Spectralink Device

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. Specific Spectralink Tasks:
 - Superuser Training:
 - a) Super Users will be selected by Customer for each rollout and unit.
 - b) Superuser Training will cover instruction on any Spectralink Wireless Telephone, including telephone switch feature access, handset features and capabilities, and battery management and focus on enabling these individuals to help answer end user questions and technology adoption.
 - c) This service provides a certain number of training shifts, defined as one, eight-hour period for one trainer. Multiple trainings can be held in a single training shift with the assumption that each training will take 30 – 90 minutes. Class size can be no larger than 12 people for best results.

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) Provide all requirements needed for Spectralink to provide the Services
 - b) Provide contact information and access to Superuser resources at agreed upon times, including, education team
 - c) 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.
 - d) 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.
 - e) Participate in the kick-off meeting, which includes a detailed review of the proposed Service Program plan.
 - f) Notify facility staff 48 hours in advance of Spectralink resources arriving on site.
 - g) Notify and update the Project Manager of any issues onsite.
 - h) Attend and ensure that assigned Customer stakeholders attend all scheduled meetings, mutually agreed upon with Spectralink.
 - i) 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.
 - 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
- Superuser Training
 - a) Provide location and facility appropriate for the intended training
 - b) Organize the schedule and trainee attendance
 - c) Identify and schedule the training participants.
 - d) Validate training content

E. ASSUMPTIONS

- Any Services not specified in this Service Description are out-of-scope.
- Number of days onsite, number of handset Products, and additional assumptions are provided within the customized quote.
- All Services unless specifically specified are provided in English
- Spectralink Professional Services will be offered during the hours of M-F, 8-5 unless otherwise specified.
- 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).
- 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.
- The quantity of days and type of coverage will be set per the associated quote
- Spectralink Project Management will be purchased separately for this program

F. FEES

Fees are indicated in the associated quote.

G. PAYMENT SCHEDULE

Invoices for Services will be issued as specified below:

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

H. 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.

I. 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.

<u>Postponement Notice</u>	<u>Re-schedule Fee</u>	<u>Product ID</u>
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.

<u>Delay Type</u>	<u>Fee</u>	<u>Product ID</u>
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