

SPECTRALINK CORPORATION
SERVICE DESCRIPTION

Enhanced Solution Support Program

8000 and 9000 Portfolio Spectralink Handset and Smartphone Products

SPECTRACARE+

(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)

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

- 80-, 84-, 87-, 95-, and 96-series handset and smartphone Products 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
 - Product Replacement - Advance Replacement
3. **Releases**
4. **Spectralink Online University**
5. **Service Levels Matrix**

Feature	Service Level
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Technical Support	24/7
Online RMA Requests	Same Day Response if received prior to 3pm ET
Email RMA Requests	1 Business Day Response
Liquid Damage Coverage	Water Damage Protection
Product Replacement	Advance Replacement
Releases	Operating system maintenance, bug fixes and security patches (excludes upgrades and new features)
Spectralink Online University	Unlimited Seats

D. SCOPE OF THE SERVICE PROGRAM

1. **Technical Support – 24/7**

- The Service Program entitles Customer to unlimited 24/7 Technical Support.
- 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**

- The Service Program includes access to operating system maintenance, bug fix and security patch Releases.
- This Service Program does not include upgrades and new feature Releases.

3. **Repairs**

- Online RMA Requests
 - ✓ Online RMA requests can be submitted anytime day or night.
 - ✓ Spectralink will process online RMA requests submitted prior to 3 PM Eastern Time Monday-Friday the same day. Requests submitted after 3 PM Eastern Time Monday-Friday will be processed the following business day.
 - ✓ Refer to support.spectralink.com for information and training on how to use iSupport to submit an online RMA request.
 - ✓ Refer to the Product Warranty Guide available at support.spectralink.com for RMA business hours.
- RMA Email Service Request
 - ✓ Spectralink will respond to email requests for RMA services within one (1) business day of receipt.
 - ✓ Refer to support.spectralink.com for RMA email contact information by region.
- Water Damage Protection
 - ✓ Spectralink will Repair Handset Products damaged by water.
- Product Replacement – Advance Replacement
 - ✓ Within 1 business day of receipt of an 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.

- ✓ 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.
- ✓ Upon receipt of the returned Product, Spectralink will verify the serial number and determine if the Product damage or defect is covered (see Exclusions below).
- ✓ If a returned Product has been discontinued during the term of the Service Program, Spectralink may ship a replacement Product that is substantially similar to the returned Product. Differences between the returned Product and the replacement Product may include color of the Product or other differences that do not affect the functionality or performance of the Product. For clarity, this Service Program does not cover discontinued Products, however, 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.
- ✓ Customer will be responsible to pay Spectralink the then-current List Price (minus any applicable discount) for the replacement Product if:
 - a. Customer does not return the defective Product within 15 business days following RMA request, and/or
 - b. the serial number of the returned Product does not match the serial number on the RMA request, and/or
 - c. the damage to or defect in the returned Product is not covered by this Service Program (see Exclusions in Section E below).
- ✓ Excluded Product Returns. Without limiting any other terms of this Service Description, for clarity and avoidance of doubt, the following terms apply to Product returns that are not covered by this Service Program.
 - a. Product returns are categorized as "No Trouble Found" ("NTF") when no defects are found or the only defects found in the Product are visual defects such as minor scratches, paint wear or any other cosmetic issues that do not impact the normal operations or durability of the Product. If Spectralink's self-test of a returned Product finds no defect that prevents normal use or impacts its durability, then such returned Product will be categorized as an NTF return.
 - b. Spectralink reserves the right to monitor Customer's Product return rate for NTF Product returns, accidental damage Product returns and any other Product returns that are excluded from this Service Program under Section E below. Spectralink will work with Customer to identify the reasons for such Product returns and establish an action plan aimed at reducing the Product return rate for excluded Product returns.
 - c. NTF and accidental damage Product returns are not covered by this Service Program (See Exclusions in Section E below) and Spectralink reserves the right to charge the then current T&M List Price (minus any applicable discount) for each replacement Product shipped for each NTF Product return, accidental damage Product return or any other Product return that is excluded from this Service Program under Section E below. Any such fees will be invoiced twice monthly.
- ✓ Excessive Product Returns.
 - 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. If in any quarter the Product return rate exceeds an annualized rate of thirty percent (30%) (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.

- b. 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 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.

4. **Spectralink Online University**

- The Service Program entitles Customer to access online training for unlimited users.
- Customer must provide Spectralink with user information within fifteen (15) days after activation of the Service Program.
- Spectralink will provide Customer with usernames and passwords to access Spectralink Online University within fifteen (15) business days of receiving the user information.
- Content:
 - ✓ Specific to Spectralink handsets and accessories
 - ✓ Basic end user training and basic system administration training (if applicable)
- Spectralink Online University courses are available for the Spectralink 84-, 87-, 95-, and 96-series Product lines.

E. 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 subject to additional terms and conditions 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) Products are included at the Customer location and included in the Purchase Order for maintenance, Spectralink will support Customer with "best effort" for any such EOS Products. EOS Products will not be eligible for updated firmware. Issue resolution for EOS items may require the purchase of new Products.

3. **Releases.** This Service Program does not include upgrades and new feature Releases.

4. **Batteries (internal or external), chargers, other consumable items, and accessories 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 covered Products, including without limitation, batteries.

5. **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, accident, 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;
- Repair or replacement of returned Products with only visual defects such as minor scratches, paint wear or any other cosmetic issues that do not impact the operations or durability of the Product;
- Repair or replacement for returned Products determined by Spectralink to be NTF (defined 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;
- 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.

F. 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 purchase the same Maintenance Service Program for all handset Products in use at the same installation site.
- 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 solution in the shortest time possible.

- 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.