

SPECTRALINK CORPORATION
SERVICE DESCRIPTION
Enhanced Solution Support Program
7000 Portfolio Spectralink Handset Products
SPECTRACARE

(SKU's SMS70100, SMS70110, SMS70120, SMS70200, SMS70120-5YR)

A. GENERAL TERMS

1. This "Service Description" defines the SpectraCare Enhanced Solution Support Program for Spectralink 7000 Portfolio handset 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. 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

- All Spectralink 7000-series handset Products currently available on the Price List

C. FEATURE SUMMARY

1. **Repairs**
 - Online RMA Requests
 - Email RMA Requests
 - Liquid Damage Coverage – Water Protection
 - Product Replacement

D. Service Levels Matrix

| Feature | Service Level |
|------------------------|--|
| 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 |
| Product Replacement | Next Day Shipping (upon receipt of returned Product) |

E. SCOPE OF THE SERVICE PROGRAM

1. 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 region 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 handsets damaged by water.
- Product Replacement
 - ✓ 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.
 - ✓ 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 Production ID (P-ID) specified in the RMA request.
 - ✓ Procedures for Returned Products.
 - a. Upon receipt of the returned Product, Spectralink will (a) verify the Production ID (P-ID), (b) determine if the Product damage or defect is covered (see Exclusions in Section F below), and (c) within one (1) business day overnight ship a replacement Product to Customer at Spectralink's risk and expense.
 - 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 Production ID (P-ID) of the returned Product does not match the Production ID (P-ID) 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)
 - ✓ 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.
 - ✓ This Service Program covers NTF Product returns up to the thresholds set forth in the table below. Spectralink reserves the right to monitor Product returns for excessive NTF returns. The rate of Product returns is calculated as the aggregate number of Product returns for each specified category on a quarterly basis as a percent of all Product returns during the same period.
 - ✓ If Customer’s NTF 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, 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% |

- Excluded Product Returns. Without limiting any other terms of this Service Description, for clarity and avoidance of doubt, this Service Program does not cover Accidental Damage or Cosmetic Damage Product returns. The following terms apply to Product returns that are not covered by this Service Program (See Exclusions in Section F below), including without limitation, Products returned due to Accidental Damage or Cosmetic 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 screen.
 - ✓ Product returns are categorized as “Cosmetic Damage” when the Product has visual defects such as minor scratches, paint wear or other surface issues that do not impact the normal operations of durability of the Product.
 - ✓ Spectralink reserves the right to monitor Customer’s Product return rate for Accidental Damage and Cosmetic Damage Product returns, as well as any other Product returns that are excluded from this Service Program under Section F 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.

- ✓ Spectralink reserves the right to charge the then current T&M List Price (minus any applicable discount) for each replacement Product shipped for each Accidental Damage or Cosmetic Damage Product return, or 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. **Technical Support Services**

- This Service Program does NOT include Technical Support Services.

2. **Releases.** This Service Program does NOT include the provision of Releases.

3. **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 through the end of the then-current term of the Service Program. EOS Products will not be eligible for Releases. Issue resolution for EOS Products may require the purchase of new Products.

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 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 Accidental Damage or Cosmetic Damage;
- Features and tools that are sold or licensed separately from the 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;
- 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 Production ID (P-ID)s 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 Production ID (P-ID) for verification of entitlement when requesting Services (whether by online, telephone, or email).
- The Production ID (P-ID) provided must be for the Product that requires Service.

3. *General*

- Customer must purchase the same Maintenance Service Program for all handset and infrastructure 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 licenses and 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.
- 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.