

SPECTRALINK CORPORATION
SERVICE DESCRIPTION

Enhanced Solution Support Program
7000 Portfolio Spectralink Infrastructure Products
SPECTRA CARE

(SKU's SMS70300, SMS70310, SMS70320, SMS70330, SMS710201, SMS710401, SMS716501, SMS712501, SMS718001, SMS71BS01, SMS710211, SMS710411, SMS716511, SMS712511, SMS718011, SMS71BS11, SMS710216, SMS710416, SMS716516, SMS712516, SMS718016, SMS71BS16, SMS710221, SMS710421, SMS716521, SMS712521, SMS718021, SMS71BS21, SMS710216-5YR, SMS710416-5YR, SMS716516-5YR, SMS712516-5YR, SMS718016-5YR, SMS71BS16-5YR)

A. GENERAL TERMS

1. This "Service Description" defines the SpectraCare Enhanced Solution Support Program for Spectralink 7000 Portfolio Infrastructure 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 server, media resource, base station, repeater, base station card, analog card, and CPU card infrastructure Products currently available on the Price List

C. FEATURE SUMMARY

1. **Technical Support**
2. **Repairs**
 - Online RMA Requests
 - Email RMA Requests
 - Product Replacement
3. **Releases**

D. Service Levels Matrix

Feature	Service Level
Technical Support	8/5
Online RMA Requests	Same Day Response if received prior to 3pm ET
Email RMA Requests	1 Business Day Response
Product Replacement	Next Day Shipping (upon receipt of returned Product)
Releases	Included

E. SCOPE OF THE SERVICE PROGRAM

1. Technical Support

- The Service Program entitles Customer to unlimited Technical Support during Spectralink regional business hours (available at spectralink.com/support/contact-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 Releases.
- Releases provide access to new Software features, updates, and maintenance patches.

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.
- Product Replacement
 - ✓ 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 support.spectralink.com.
 - ✓ Customer must return the defective Product with the serial number specified in the RMA request.
 - ✓ Upon receipt of the returned Product, Spectralink will (a) verify the serial number, (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.
 - ✓ Customer will be responsible to pay Spectralink the then-current List Price (minus any applicable discount) for the replacement Product if:

- a. the serial number of the returned Product does not match the serial number 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).
- ✓ 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 (See Exclusions in Section F below).
 - 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 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.
 - c. 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 F 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.
- ✓ 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.
- ✓ 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.

F. 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 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) 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. EOS Products will not be eligible for Releases. Issue resolution for EOS Products may require the purchase of new Products.

3. **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.

4. **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;
 - ✓ 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);
- 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 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 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.
- 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.
- Customer is responsible for securely and permanently deleting all personal data including, stored or recorded in the Products returned to Spectralink for Repairs. Spectralink and its service providers do not require access to any personal data and Spectralink excludes all liability with respect to the same.
- Prior to returning any Product, Customer must remove all pins or restriction passcodes, erase all content and settings, reset the factory default settings in the Product, and remove the battery.
- 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.