

Yealink End-user License Agreement

End-user license agreement for Yealink software

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C. Disclaimer of warranty. The Yealink Software Product is provided during the demonstration period only for the sole purpose of evaluation on an "as is" basis. Yealink expressly disclaims all warranties, representations, and conditions including the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. This provision does not apply to you if you are an end user without a demonstration license.

D. Additional terms. The terms of the standard license (below), sections 2 (Other rights and limitations), 4 (Termination), 6 (limitation of liability), 7 (Indemnity), 8 (disclaimer), and 9 (Miscellaneous) shall also apply to this demonstration license.

Standard license

(Requires valid license key(s))

Important-read carefully before using the Yealink Software Product: this end-user license agreement ("Agreement") is a legal agreement between you (and/or any company you represent) and Yealink for the Yealink Software Product (including any software updates or upgrades thereto) licensed by Yealink or its suppliers. The Yealink Software Product consists of computer software, which may include associated media, printed materials, and "online" or electronic documentation ("Yealink Software Product"). By accepting these terms or by installing, downloading, copying, or otherwise using the Yealink Software Product, you agree to be and will be bound by the terms of this agreement as a condition of your license. If you do not agree to the terms of this agreement, you are prohibited from using it and you may not install or use the Yealink Software Product.

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1.1 Grant of license. Pursuant to the terms of this agreement, you (either an individual or an entity) are granted by the Yealink Software Product a non-exclusive, non-transferable (except as set forth herein), revocable license to install and use the Yealink Software Product for personal or internal purposes solely on the number of devices having compatible operating systems ("computers") for which you have purchased valid license keys. When it is loaded into the temporary memory (i.e. Ram) or installed into the permanent memory (e.g., hard disk, cd-rom, or other storage device) of a computer, the Yealink Software Product is "in use" on the computer in

question. Further, no license is granted to you in the human-readable code of the Yealink Software Product (source code).

Use of the Yealink Software Product may be subject to the issuance of a license key, which will be conveyed to you upon payment of the applicable license fees for the Yealink Software Product or accompanying software, including any extensions thereof. If you choose not to purchase or accept the license key from Yealink, Yealink cannot ensure the Yealink Software Product, accompanying software, and/or system configuration will operate as intended.

1.2 Compliance assurance. To guarantee observance of the terms of this agreement, Yealink shall reserve the right to inspect and audit all the books and records in relation to the use of the licenses granted hereunder and to request that you conduct an internal audit at any time and that you agree to provide reasonable assistance for any such audit.

2. Other rights and limitations

2.1 Limitations on reverse engineering, decompilation, and disassembly. Any reversion of engineer, decompilation, modification, or disassembly of the Yealink Software Product or otherwise reduction of the Yealink Software Product to human-perceivable form in whole or in part is permitted, except and only to the extent that such activity is expressly permitted by a third party license or applicable laws. The foregoing involves but is not confined to review of data structures or similar materials produced by Yealink Software Product. The Yealink Software Product is licensed as a single product. Its component parts may not be separated for use on more than one computer. Any illegal purpose or conduct concerning the Yealink Software Product is prohibited.

2.2 Back-up. Except as expressly provided for under this agreement you may not copy the Yealink Software Product; except for back-up purposes, however, you may keep one copy of the Yealink Software Product and, if applicable, one copy of any previous version, only to be used in case of failure of the original. All copies of the Yealink Software Product must be marked with the proprietary notices provided on the original Yealink Software Product. Any reproduction of the supporting documentation accompanying the Yealink Software Product is not allowed.

2.3 No modifications. Any modification, translation, or creation of derivative works of the Yealink Software Product is not allowed under this agreement.

2.4 Proprietary notices. You may not remove or obscure any proprietary notices, identification, label, or trademarks on or in the Yealink Software Product or the supporting documentation.

2.5 Software transfer. You may permanently transfer all of your rights under this agreement solely in connection with transfer of the computer, provided you retain no

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2.7 Confidentiality. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the Yealink Software Product, which contains valuable proprietary information and trade secrets of Yealink and its suppliers that remain the property of Yealink.

2.8 Additional features. Yealink may offer additional software features for its products. Use of these additional software features may require the purchase of a license. You may not install, access, or use any additional software features on products other than those listed on your license, and only then once the proper number of licenses have been purchased and authorized by Yealink.

3. Support services

Yealink may provide you with support services related to the Yealink Software Product ("support services"). The use of support services is governed by the Yealink policies and programs described in the Yealink-provided materials. Any supplemental software code offered to you as part of the support services is considered part of the Yealink Software Product and is subject to the terms and conditions of this agreement. With regard to technical information you provide to Yealink as part of the support services, Yealink may use such information for its business purposes, including for product support and development. Yealink will not utilize such technical information in a form that personally identifies you.

4. Termination

4.1 This license will terminate automatically: (a) if you use or permit the use of the Yealink Software Product in any manner not permitted by this agreement; (b) if a bankruptcy or insolvency proceeding is filed by or against you.

4.2 In the event of any termination, you must put an end to any use of the Yealink Software Product, and destroy all copies of the Yealink Software Product and all of its component parts. You may terminate this agreement at any time by destroying the Yealink Software Product and all of its component parts.

4.3 Termination of this agreement shall not prevent Yealink or its suppliers from claiming any further damages. The waiver by Yealink of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

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5.1 Limited warranty. Except as otherwise set forth in a third-party license or in third-party license terms set forth below, Yealink warrants that (a) the Yealink Software Product will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from the date of installation with a valid license key, and (b) any support services provided by Yealink shall be substantial as described in applicable written materials provided to you by Yealink. This warranty is valid only for the original purchaser.

Yealink does not warrant that your use of the Yealink Software Product will be uninterrupted or error-free, or that all defects in the Yealink Software Product will be corrected. You assume full responsibility for the selection of the Yealink Software Product to achieve your intended results and for the installation, use, and results obtained from the Yealink Software Product. If the Yealink Software Product does not operate as warranted above, Yealink 's sole obligation under this express warranty shall be, at Yealink 's option and expense, to repair, replace, or refund the purchase price paid by you. Any replacement Yealink Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

5.2 Warranties exclusive. To the full extent allowed by law, the foregoing warranties and remedies are exclusive. **Yealink neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale, installation, maintenance, or use of the Yealink Software Product.** No advice or information, whether oral or written, obtained by you from Yealink or through or from the Yealink Software Product shall create any warranty not expressly stated in this agreement.

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6. limitation of liability

Your use of the Yealink Software Product is at your sole risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download or use of the Yealink Software Product.

7. Indemnity

You agree to indemnify and hold harmless Yealink and its subsidiaries, affiliates, agents, customers, suppliers, or other partners, from any loss, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Yealink Software Product, your connection to the Yealink Software Product, or your violation of the terms.

8. Disclaimers

8.1 Local laws. The exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for death or personal injury are not allowed in some countries, states, or provinces, so the above limitations and exclusions may only apply to you. When the implied warranties are not allowed to be excluded in their entirety due to local law, they will be confined to the duration of the applicable warranty.

8.2 Quality. Yealink cannot guarantee that malfunction of the Yealink Software Product will not occur without disruptions, delays, or errors. A number of factors may exert their influence on the quality of your communications and use of the Yealink Software Product, and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched telephone network and your power supply. Yealink takes no responsibility for any disruption, interruption, or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

9. Miscellaneous

9.1 Entire agreement. You agree that this agreement is the complete, final, and exclusive statement of the agreement between you and Yealink and supersedes any proposal or prior agreement or any other communications relating to the use of the software and services or any of the documentation.

This agreement is representative of the complete agreement concerning the Yealink Software Product and may be subject to amendment only by writing executed by both parties. If any provision of this agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

9.2 Dispute Resolution. In the case of a disagreement or a dispute arising on the interpretation or legal effect of this agreement, it shall be resolved by the courts with jurisdiction in Singapore and apply the laws of Singapore.

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9.5 Lawful use. You must use the Yealink Software Product in accordance with the laws applicable where you are located. In some countries, there are constraints regarding the download and use of the Yealink Software Product. It is your responsibility to ensure that you are legally allowed to use the Yealink Software Product where you are located.

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