

Yealink End-User License Agreement

END USER LICENSE AGREEMENT FOR YEALINK SOFTWARE

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- B. Limited Use Software. Portions of the full-use version of the YEALINK SOFTWARE PRODUCT may be restricted during the DEMONSTRATION PERIOD. Full use of the YEALINK SOFTWARE

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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.

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(Requires Valid License Key(s))

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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 Limitations. Except as expressly permitted in this Agreement, and/or to the extent that Yealink is not legally able to restrict you under the applicable law and then only after notice to Yealink, you will not yourself or allow anyone else to: (a) disassemble, reverse engineer, decompile or otherwise attempt to discover the source code or structural framework of the Software; (b) translate, modify, or create any derivative work of the YEALINK SOFTWARE PRODUCT; (c) disclose, publish, sublicense, sell, lend, rent, lease or transfer the YEALINK SOFTWARE PRODUCT; (d) copy the YEALINK SOFTWARE PRODUCT onto any public or distributed network; (e) use the YEALINK SOFTWARE PRODUCT to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; or (f) copy or reproduce the YEALINK SOFTWARE PRODUCT. Notwithstanding the above, you may transfer all (but no lesser portion) of the YEALINK SOFTWARE PRODUCT to another person subject to this Agreement with the prior written approval of Yealink.

Further, no license is granted to you in the human readable code of the YEALINK SOFTWARE PRODUCT (source code). Except as expressly provided below, you are not granted any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the YEALINK SOFTWARE PRODUCT in accordance with this License Agreement. You are the sole responsible person for use of the YEALINK SOFTWARE PRODUCT by your agents, contractors, customers and suppliers and their compliance with this Agreement.

1.3 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; (c) if you make an assignment for the benefit of creditors; or (d) an event or proceeding analogous to those set out at paragraphs (b) and (c) above occurs or takes place in any jurisdiction. Upon termination, you will immediately, as directed by Yealink, either return the YEALINK SOFTWARE PRODUCT or all copies you have made, including

without limitation modifications and merged portions in any form, to Yealink or destroy all copies of the YEALINK SOFTWARE PRODUCT and certify such destruction in writing to Yealink.

1.4 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 copies, you shall transfer all of the YEALINK SOFTWARE PRODUCT (including the media and printed materials, any upgrades or updates, and this Agreement), and the recipient agrees to the terms of this Agreement. If the YEALINK SOFTWARE PRODUCT is an upgrade or update, all prior versions of the YEALINK SOFTWARE PRODUCT must be included in any transfer. However, you may not resell any YEALINK SOFTWARE PRODUCT which is marked "Not for Resale" or "NFR" or

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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 Reservation of Rights. Yealink and its suppliers reserve all rights in the YEALINK SOFTWARE PRODUCT not expressly granted to you in this Agreement.

2.8 Equipment and Third Party Charges. In order to use the YEALINK SOFTWARE PRODUCT you will need an internet broadband connection. You are responsible for providing all equipment required to access the internet or making communications such as headsets, microphones and webcams accessible. The YEALINK SOFTWARE PRODUCT may use the processing capabilities, memory and bandwidth of the COMPUTER you are using, only for the purpose of facilitating the communication and establishing the connection between YEALINK SOFTWARE PRODUCT users. If your use of the YEALINK SOFTWARE PRODUCT depends upon that of a processor and bandwidth owned or controlled by a third party, you acknowledge and agree that your license to use the YEALINK SOFTWARE PRODUCT is subject to your obtaining consent from the relevant third party for such use. You represent and warrant that by accepting these terms, you have obtained such consent. You are responsible for all equipment and any third party fees (such as carrier charges, internet fees, or provider or airtime charges) necessary to access or use the YEALINK SOFTWARE PRODUCT. Additionally, using the YEALINK SOFTWARE PRODUCT on mobile applications will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may cause significantly higher costs than regular usage, and you are the sole responsible person for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

2.9 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. Even without purchasing a license you may use additional software features in a

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3. SUPPORT SERVICES. Yealink may provide you with support services related to the YEALINK SOFTWARE PRODUCT ("SUPPORT SERVICES "). 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. This Agreement will expire automatically if you fail to observe any of the terms and conditions of this Agreement. 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. Termination of this Agreement shall not prevent Yealink or its suppliers from claiming any further damages. If you do not comply with any of the above restrictions, this license will terminate and you will be liable to Yealink and its suppliers for damages or losses caused by your non-compliance. The waiver by Yealink of a specific breach or default shall not constitute the waiver of any subsequent breach or default.

5. WARRANTY AND WARRANTY EXCLUSIONS.

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 substantially 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.

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7. INDEMNITY. You agree to indemnify and hold harmless Yealink and its subsidiaries, affiliates, officers, agents, co-branders, customers, suppliers or other partners, and employees, 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.

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9. MISCELLANEOUS.

9.1 Governing Law. This Agreement shall be governed by the laws of the People's Republic of China.

9.2 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 a 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.

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regulations or law; (ii) it is your responsibility to purchase, separately from the YEALINK SOFTWARE PRODUCT, traditional wireless (mobile) or fixed line telephone services that offer access to Emergency Services, and (iii) the YEALINK SOFTWARE PRODUCT is not a substitute for your primary telephone service.

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