Yealink End-User License Agreement

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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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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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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.

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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.

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