# **Yealink End-user License Agreement**

# **End-user license agreement for 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.

#### Standard license

# (Requires valid license key(s))

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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

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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.

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- 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.
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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.

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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.
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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.

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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.

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