

# Yealink End-User License Agreement

## END USER LICENSE AGREEMENT FOR YEALINK SOFTWARE

IMPORTANT-READ CAREFULLY BEFORE USING THE SOFTWARE: This End-User License Agreement ("Agreement") is a legal agreement between you and/or any company you represent, "you" and either Yealink (each referred to individually and collectively herein as "YEALINK"), for the SOFTWARE PRODUCT (as defined below) licensed by YEALINK or its suppliers.

Unless otherwise agreed in writing by YEALINK, by accepting these terms or by installing, downloading, copying, or otherwise using the SOFTWARE PRODUCT, you agree to be and will be bound by the terms of this Agreement as a condition of your license and the terms and conditions of this Agreement will prevail over any inconsistent, conflicting, additional or preprinted terms. If you do not agree to the terms of this Agreement, your use is prohibited and you may not install or use the SOFTWARE PRODUCT.

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed (not sold) to you, and its use is subject to the terms of this Agreement. This is NOT a sale contract.

## DEMONSTRATION LICENSE

If you have received the SOFTWARE PRODUCT for purposes of evaluation ("Demonstration") or you have purchased a Laboratory or Developer License then this SOFTWARE PRODUCT is licensed to you per the terms set forth below.

- A. Grant of Demonstration License. You are granted a limited, personal, internal use, non-exclusive, non-transferable license by Yealink to use the SOFTWARE PRODUCT solely to evaluate its suitability for your personal or internal business requirements during the DEMONSTRATION PERIOD. Your Demonstration License is limited to thirty (30) calendar days from the date of installation.
- 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

PRODUCT will be restored when a valid license key is entered. Your entry of data into the YEALINK SOFTWARE PRODUCT is allowed during the DEMONSTRATION PERIOD and such entry is not allowed once your DEMONSTRATION PERIOD ENDS; however, a valid license key may make access to the data possible again. Yealink accepts no liability for any lost data because of an expiring Demonstration License.

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.

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, may including 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.

The YEALINK SOFTWARE PRODUCT is under protection in accordance with copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The YEALINK SOFTWARE PRODUCT is licensed (not sold) to you, and its use is subject to the terms of this Agreement. This is NOT a sale contract.

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.

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

otherwise transfer it for value.

2.6 Copyright. All title and copyrights in and to the YEALINK SOFTWARE PRODUCT (involving but not confined to any images, photographs, animations, video, audio, music, text, programs and "applets" incorporated into the YEALINK SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the YEALINK SOFTWARE PRODUCT are owned by Yealink or its suppliers. Title, ownership rights, and intellectual property rights in the YEALINK SOFTWARE PRODUCT shall remain in Yealink or its suppliers. Title and related rights in the content accessed through the YEALINK SOFTWARE PRODUCT is the property of such content owner and may be protected by applicable law. No rights in such content is granted to you under this Agreement.

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

PRODUCT for trial purposes for a maximum of 30 days.

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.

5.2 Warranties Exclusive. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. 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.

NEITHER YEALINK NOR ITS SUPPLIERS SHALL BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE YEALINK SOFTWARE PRODUCT DOES NOT EXIST OR WAS CAUSED BY YOUR OR ANY THIRD PARTY'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO MODIFY THE YEALINK SOFTWARE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

5.3 YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED PURPOSES, FOR THE PROPER INSTALLATION AND USE OF THE SOFTWARE AND FOR VERIFYING THE RESULTS OBTAINED FROM USE OF THE SOFTWARE. YEALINK MAKES NO REPRESENTATION OR WARRANTY THAT THE SOFTWARE OR DOCUMENTATION WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE INTERRUPTION OR ERROR FREE.

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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YEALINK OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; LOSS OF BUSINESS INFORMATION, DATA OR DATA USE; LOSS OF GOODWILL; INABILITY TO CONTACT EMERGENCY SERVICES; LOSS OF REPUTATION OR GOODWILL OR ANY ECONOMIC LOSS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL,

PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ; OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE YEALINK SOFTWARE PRODUCT OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF YEALINK OR ITS SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YEALINK'S SUPPLIERS BE LIABLE FOR ANY DIRECT DAMAGES WHATSOEVER ARISING OUT OF THE USE OR THE INABILITY TO USE THE YEALINK SOFTWARE PRODUCT. IN ANY CASE, YEALINK'S ENTIRE LIABILITY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY YOU FOR THE YEALINK SOFTWARE PRODUCT OR U.S.

\$1.00. NOTWITHSTANDING THE TERMS OF THIS SECTION 7, IF YOU HAVE ENTERED INTO A YEALINK SUPPORT SERVICES AGREEMENT, YEALINK'S ENTIRE LIABILITY REGARDING SUPPORT SERVICES SHALL BE GOVERNED BY THE TERMS OF THAT AGREEMENT.

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.

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, delay 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 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.

9.3 High Risk Use. THE YEALINK SOFTWARE PRODUCT IS NOT FAULT-TOLERANT AND IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES OR WEAPONS SYSTEMS IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE (COLLECTIVELY, "HIGH RISK USE"). You are not licensed to, and you agree not to, use, distribute or sublicense the use of the YEALINK SOFTWARE PRODUCT in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. YEALINK AND ITS SUPPLIERS EXPLICITLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK USE.

9.4 Third Party Software. The YEALINK SOFTWARE PRODUCT may be distributed with software governed by licenses from third parties ("Third Party Software" and "Third Party License"). You are licensed any Third Party Software in accordance with the terms and conditions of the corresponding Third Party License, notwithstanding anything to the contrary in this Agreement. More information on Third Party Licenses included in the YEALINK SOFTWARE PRODUCT can be available in the documentation for each YEALINK SOFTWARE PRODUCT. Yealink makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software. If the Third Party Licenses include licenses that provide for the availability of source code and the corresponding source code is not included with the YEALINK SOFTWARE PRODUCT, consult the documentation supplied with each YEALINK SOFTWARE PRODUCT to learn how to obtain such source code.

9.5 Emergency Services. This YEALINK SOFTWARE PRODUCT is not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any other kind of emergency service. Numerous differences exist between traditional telephone services and this YEALINK SOFTWARE PRODUCT. You acknowledge and agree that: (i) Yealink is not required to offer access to emergency services under any applicable local and/or national rules,

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.

9.6 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.

## 10. Privacy Policy.

The software may collect information about you and your use of the software and send that to Yealink. Yealink may use this information to provide services and improve Yealink's products and services. Your opt-out rights, if any, are described in the product documentation. Some features in the software may enable collection of data from users of your devices that access or use the software. If you use these features to enable data collection in your devices, you must comply with applicable law, including getting any required user consent, and maintain a prominent privacy policy that accurately informs users about how you use, collect, and share their data. You can learn more about Yealink's data collection and use in the product documentation and the Yealink Privacy Statement available at [https://www.yealink.com/onepage\\_66.html](https://www.yealink.com/onepage_66.html). You agree to comply with all applicable provisions of the Yealink Privacy Statement.

BY INSTALLING, COPYING, OR OTHERWISE USING THIS YEALINK SOFTWARE PRODUCT YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS INDICATED ABOVE.

Yealink, Inc. © 2018. ALL RIGHTS RESERVED.  
309, 3th Floor, No.16, Yun Ding North Road, Huli District  
Xiamen City, Fujian  
P.R. China