

**PLEASE READ THIS AGREEMENT CAREFULLY.**

## **Yealink FREE DEMO Phone Agreement**

### **1. General**

This Agreement represents the whole Agreement and understanding between Yealink and the corporation, or organization who has identified to be Yealink Technology Partner that was able to receive Yealink FREE DEMO Phone. Yealink Technology Partner agrees to comply with all terms and conditions set out in this agreement

Yealink reserves the right to modify this Agreement at any time, effective upon posting of the modified Agreement on Yealink's website. Yealink Technology Partner is responsible to read this document from time to time to ensure they are in compliance with this agreement.

### **2. Services**

Yealink provides DMEO Phone without fees to Yealink Technology Partner each time before Yealink official launch new SIP Phone products, which enables Yealink Technology Partner to finish the integration with their PBX Server in advance.

Yealink provides dedicated technical engineer contact during the test of Yealink Technology Partner, and regards the issue reported during Yealink Technology Partner DEMO testing as the highest priority, providing the quickest assistance until the issue being resolved.

Yealink reserves the right to suspend or terminate one or more services where necessary facilities, equipment, or services are not available for any reason whatsoever without penalty or liability. Yealink retains all future rights to change any aspect of this service including charging monies.

### **3. Term / Termination**

Yealink reserves the right to terminate this Agreement at any time, without notice, for conduct that is in breach of this Agreement or for conduct that Yealink believes is harmful to their business or is harmful to any other party.

## 4. Yealink Technology Partner Responsibility

Yealink Technology Partner should provide correct Company Address and Contact information to Yealink, if any contact information is changed they should inform Yealink in advance. Yealink will contact Yealink Technology Partner for engineer resource arranging in advance before sending DEMO Phone.

Yealink Technology Partner should finish integration with their PBX Server up to 2 MONTHS once receiving Yealink DEMO phone. If Yealink Technology Partner could not finish integration within 2 MONTHS for some reasons, Yealink Technology Partner should provide detailed test schedule to Yealink Which should be agreed by both Yealink and the partner.

Yealink Technology Partner is not permitted to lease, rent, distribute, assign or sell Yealink FREE DEMO phone, in whole or in part, or to use the FREE DEMO phone in a time-sharing, hosting or outsourcing arrangement or in any other unauthorized manner, and not permitted to spread or publish any Yealink FREE DEMO Phone information to any other parties BEFORE Yealink new products officially launched

Yealink Technology Partner should make sure Yealink FREE DEMO phone is fully compatible with their PBX server including Auto provisioning integration, basic features, advanced features and so on...Especially when any new features developed on Server side should integrated with Yealink DEMO Phone if needed.

Yealink Technology Partner should fill in Yealink FREE DEMO Phone Test Report, and then send back to Yealink after finishing test and integration.

Yealink Technology Partner should provide Certificate for Yealink DEMO phone after integration, and Yealink will provide Certification to Yealink Technology Partner as well.

Yealink Technology Partner agrees to defend Yealink, its officers, directors and employees from and against all losses and damages incurred by Yealink, arising from Yealink Technology Partner 's gross negligence or willful misconduct.

## 5. Notices

Yealink Technology Partner agrees that, unless other instructions are posted from Yealink, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax or sent by registered mail to partner in accordance with the most current contact information partner has provided to Yealink. All notices shall be effective upon receipt except that email and fax notices shall effective upon transmission.

## 6. Unenforceable Provisions

If any part of these terms and conditions are found to be invalid or unenforceable under applicable law, such part will be ineffective to the extent of such invalid or unenforceable part only, without in any way affecting the remaining parts of these terms and conditions.

## 7. Governing Law

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the People's Republic of China, without giving effect to principles of conflicts of law therewith. Any dispute or difference arising out of or concerning the Agreement which cannot be settled amicably shall be submitted to the applicable courts of the People's Republic of China.

## 8. Entire Agreement

This document represents the complete Agreement and understanding between the parties with respect to the service and supersedes any other written or oral agreement.

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Authorized Signature and Date: \_\_\_\_\_

Printed Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company (name or stamp): \_\_\_\_\_