



AS -- Expatriate Assistance Professionals
AS -- Human Resources Consulting & Management, Ltd.
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VOIP Network Trial Agreement 网关试用协议

Party A	The American-Sino HR Consulting & Management, Ltd	Technology Provider
甲方:		【设备提供者】
Address	Suite 907, Tower C, Tomson Center, 188 Zhang Yang Road, Shanghai,	Telephone 电话: 021-5840-
地址:	People's Republic of China 200120	2563 or 2562
Party B		Technology Trial user
乙方:		【设备试用者】
Address		Telephone 电话:
地址:		

Party A provides all the necessary VoIP trial equipments for Party B to assess the quality and reliability of the VoIP network and technology. 甲方向乙方提供 VOIP 语音网关试用设备，通过互联网网络进行通信效果测试之用。

Article I Trial Set-up 试用内容:

	Equipment(s) 网关型号	Quantity 数量	MAC address 地址	Call Deposit 充值金额	Equipment Deposit 设备押金	Trial Period 试用期
1	EIA2004					15 days 天
2	EIA2002					15days 天
3						15days 天
4						15days 天

- 1) Trial period: 试用期: 20_05_year 年__month 月__day 日 To 至 20_05_year 年__month 月__day 日。
- 2) During the trial period, Party A provides FREE technical support for any communication issues related to the trial equipment. 试用期间乙方无通讯故障或发生通讯故障时甲方已及时处理，乙方不得要求退货。
- 3) At the end of the trial period, Party B agrees to notify Party A in writing if the trial equipments are to be returned. In the absence of such notification, Party A agrees to sign a purchase agreement within one week of the end date of the trial period. 试用期到期后，乙方没有书面通知甲方要求退还设备，甲方视作乙方有意向购买该设备，乙方须在一周内和甲方签订销售协议，按甲方销售价格补充设备款和预存话费。

Article II VoIP Network Usage Agreement 网络使用约定:

Party B agrees to follow all relevant rules and regulation governing the usage of VoIP network. Party B assumes all responsibility for any violations. 乙方须遵守电信法规、智能财产权法令与网际网络国际惯例相关规定。若违反规定，乙方须自行承担所有责任。

Article III Trial Equipment agreement 试用设备保管约定:

During the trial period, Party B agrees to take proper care of the trial equipments. If there are damages, loss or theft of these equipments, Party A reserves the right to request Party B to pay for such equipments.

试用期内，乙方对试用的网关设备负有完全的保管责任。如有外观损坏、产品遗失、失窃或使用不当造成网关设备损坏，甲方有权要求乙方按甲方销售价格补足设备款。



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Article IV Payment Agreement 收费约定:

Party A provides prepaid VoIP calling network. Party B is only financially responsible for actual calling usage up to the end of the trial period. 甲方提供的通讯设备采用预付费的方式, 试用期到期后, 甲方按乙方实际发生通讯费用与乙方结算。

Article V Payment Method 付款方式: A: Cash 现金 () B: Check 支票 () C: Bank Wire 银行汇款 ()

Article VI Exclusion 免责条款:

- 1) Party A is not responsible for the Internet connection issue of Party B
乙方自身网络系统设备障碍, 造成服务中断, 甲方不负责任
- 2) Party A is not responsible for any electricity issue of Party B
乙方设备所在地电力系统供电中断造成服务中断, 甲方不负赔偿责任
- 3) Party A is not responsible for any damages to the trial equipment caused by Party B or any other third parties
乙方或第三方对设备的人为损坏, 甲方不负产品质量责任
- 4) Party A is not responsible for any changes or repairs to the trial equipment caused by Party B
乙方擅自改变或修理设备, 甲方不负产品质量责任
- 5) Party A has no responsibility whatsoever if there is no payment made according to I above.
乙方未按合同第一条款付清货款

Article VII Trial Agreement Completion 协议终止及处理方式:

Trial period completed or Party B has purchased the trial equipment. 试用期到期或乙方购买设备。

Article VIII. Disagreement Resolution 争议解决:

If there is any disagreement arising out of this Agreement, both Party A & B agrees to resolve them internally to the best of the parties' ability. If the two parties cannot come to term, either party can pursue action through the proper channel. 甲乙双方对本协议的成立、解释或执行发生争议时, 应友好协商解决, 如协商不成, 任何一方可向仲裁机关仲裁。

Article IX Agreement Effective Date: 合同生效.

This Agreement is effective upon signing of this Agreement. 本合同经双方签字或盖章后生效。

Article X. Other 其他:

- 1) Any changes to this Agreement requires written consent of both parties
对本合同的任何修改只有在双方书面同意后始生效。
- 2) This Agreement has two originals. Each party has one copy. Faxed copy is accepted as original
本合同一式二份, 甲乙双方各执一份, 双方约定传真件有效。

Party A 甲方:

Party B 乙方:

Company Stamp/signatory 代表签字: _____

Company Stamp/signatory 代表签字: _____

_____ year 年 ____ month 月 ____ day 日

_____ year 年 ____ month 月 ____ day 日