

TOBII EYE TRACKING END-USER LICENSE AND USE AGREEMENT

Tobii AB (reg. No. 556613-9654), having its registered office at Karlsrovägen 2D, SE-182 53, Danderyd, Sweden ("Tobii"), grants you, the user, a license to use the Tobii Eye Tracking on the following terms and conditions.

In this Agreement, the term "**Tobii Eye Tracking**" means Tobii eye tracking hardware components, Tobii Experience software, Tobii Core software, Tobii Interaction & Config software, Tobii Aware software, Tobii EyeCore™ software, Tobii Service software, Tobii Eye Tracking Tray software, Tobii Interaction Settings UI software, Tobii Face Authentication for Windows Hello software and any other Tobii hardware or software contained in your device or distributed by Tobii either directly or indirectly, and any combinations thereof, and related documents (the "**Documentation**").

BEFORE USING TOBII EYE TRACKING, PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT OR USING TOBII EYE TRACKING YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. You may only enter into this agreement and use Tobii Eye Tracking if you are legally permitted to enter into a binding contract with Tobii.

1. HOW YOU ARE PERMITTED TO USE TOBII EYE TRACKING

- 1.1 You are hereby granted a license to use Tobii Eye Tracking solely for Interaction Use. "**Interaction Use**" is the use of Eye Tracking Data as a user input for interactive experiences in games or other software. "**Eye Tracking Data**" is eye gaze or pupil data from Tobii Eye Tracking, in raw or processed form, on its own or in combination with other information.
- 1.2 You may **not** use Tobii Eye Tracking for Analytical Use unless you have obtained a special license, or if you are using software that has been specifically licensed by Tobii for such purpose. Please see a list of licensed software [here](#). "**Analytical Use**" is defined as storing Eye Tracking Data or transferring Eye Tracking Data to another computing device or network, for any purpose other than solely as part of your personal Interaction Use. Examples of Analytical Use include behavior research, advertisement testing, usability testing, streaming of gaze data and health assessments.

- 1.3 You may **not** use Tobii Eye Tracking to develop software that contravenes this Section 1, or that causes a third party, such as another licensee under this Agreement, to contravene this Section 1. Any such act may cause irreparable damage to Tobii and/or the third party.

2. OWNERSHIP AND EXCLUDED LICENSE

- 2.1 You do not own the copyright or any other intellectual property rights in Tobii Eye Tracking. Your rights to use Tobii Eye Tracking are strictly as specified in this Agreement. Tobii retains all rights in and in relation to Tobii Eye Tracking not expressly granted to you in this Agreement.
- 2.2 Unless provided in a separate agreement, under no circumstance do you receive a license to any patents owned or controlled by Tobii which cover or include Analytical Use.

3. USAGE DATA TO ENHANCE USER EXPERIENCE

- 3.1 Tobii Eye Tracking may report anonymous usage statistics and/or error and bug reports to Tobii's servers to identify any problem that may affect the technical stability and/or overall quality of the application, as well as which of the program components have been in use. For the avoidance of doubt, this data does not include Eye Tracking Data.
- 3.2 By accepting this Agreement you consent to Tobii's processing of your usage data in accordance with the above.

4. NO HIGH RISK OR MEDICAL USE

- 4.1 Tobii Eye Tracking is not fault-tolerant. Accordingly, Tobii Eye Tracking is not designed or intended for use in any environment where failure or fault of any kind could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("**High Risk Use**"). Accordingly, any High Risk Use of Tobii Eye Tracking is strictly prohibited. High Risk Use includes, for example, aircraft navigation and control of other modes of human mass transportation, military applications and control of nuclear or chemical facilities. Any use in violation of the foregoing is entirely at your own risk and anyone, including you, that violates the foregoing prohibition will be solely responsible for any and all loss, liability or damages resulting therefrom and Tobii disclaims any such responsibility therefor. Furthermore, Tobii Eye

Tracking is neither designed nor certified for medical classified environments ("**Medical Classified Use**"). Tobii Eye Tracking is prohibited from being used for Medical Classified Use and Tobii disclaims any liability related to such use.

5. LIMITATION OF LIABILITY; INDEMNIFICATION

- 5.1 In no event will Tobii be liable for the following, regardless of the theory of liability or whether arising out of the use of or inability to use Tobii Eye Tracking or for any other reason, even if it has been advised of the possibility of such damages: (a) indirect, incidental, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Tobii, its affiliates, officers, directors, employees, agents and suppliers collectively, to you, whether based in warranty, contract, tort (including negligence), or otherwise, and your exclusive remedy, shall be, the lesser of, return of the fees paid for Tobii Eye Tracking, or USD 200.
- 5.2 You agree to indemnify, defend and hold harmless Tobii and its licensors, affiliates, contractors, officers, directors, employees or agents from any and all third party claims, liabilities, costs and expenses, including reasonable attorney fees and punitive damages arising from your violation of any provision of Section 1 of this Agreement.

6. MISCELLANEOUS

- 6.1 If you are an individual, the license granted in this Agreement is for your benefit only. If you represent a company or other legal entity, the license granted in this Agreement is for the benefit only of that company's or legal entity's employees and authorized agents. Any person who does not have the benefit of this license in accordance with this Agreement is not permitted to use Tobii Eye Tracking.
- 6.2 You may not (a) disassemble, decompile, or reverse engineer any parts of Tobii Eye Tracking by any means; (b) permit or assist any party to derive or attempt to derive the source code of, disassemble, decrypt, decompile or reverse engineer Tobii Eye Tracking, or (c) take any other steps in order to derive design information regarding Tobii Eye Tracking, in each case except to the extent required under compulsory law; provided, however, that in any such event you shall provide Tobii with detailed information regarding the activity.

6.3 If you acquired Tobii Eye Tracking in a country or territory listed below, as determined by reference to the address on your purchase order or similar, this table identifies the law that governs this Agreement (notwithstanding any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this Agreement.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of Pennsylvania, United States of America	American Arbitration Association, in accordance with its rules; Allegheny County, Pennsylvania
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
People's Republic of China	People's Republic of China	Hong Kong International Arbitration Centre
Europe (excluding Nordic Region), Middle East, Africa, Asia or Oceania	Laws of England	London Court of Arbitration, in accordance with its rules
Nordic Region (Sweden, Norway, Denmark, Finland and Iceland)	Laws of Sweden	Arbitration Institute of the Stockholm Chamber of Commerce, in accordance with its rules
All other countries or territories	State of Pennsylvania	American Arbitration Association, in accordance with its rules; Allegheny County, Pennsylvania

6.4 The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

6.5 You agree that this Agreement and any other document referred to herein is the complete and exclusive statement of the rights and liability each of you and Tobii has in relation to Tobii Eye Tracking.