

# TOBII PRO EYE TRACKER MANAGER LICENSE AGREEMENT

(Limited Use)
Version 2.0

Tobii Pro AB (reg. No. 556914-7613) and with its registered office at Karlsrovägen 2D, SE-182 53, Danderyd, Sweden, ("**Tobii**") grant you the licensee, to use the Tobii Pro Eye Tracker Manager and any software contained in your Tobii eye tracker device (the "**Device**") on the following terms and conditions. You agree that these terms and conditions will apply to the Tobii Pro Eye Tracker Manager including any copy (but without prejudice to clause 2.3 below). In this Agreement, the term "**Software**" means Tobii Pro Eye Tracker Manager and any software contained in your Tobii eye tracker device (jointly the "**Programs**"), and related documents (the "**Documentation**") supplied in this package or download.

BEFORE DOWNLOADNING AND INSTALLING ANY SOFTWARE FROM TOBII, PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT OR USING THE SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. You may only enter into this agreement and download and use the Software if you may form a binding contract with Tobii and are not legally prohibited from using the Software.

#### 1. OWNERSHIP

You do not own the copyright or other intellectual property rights in the Software or in any proprietary information it may contain. Your rights to use the Software are strictly as specified in this Agreement. Tobii retains all rights in and in relation to the Software not expressly granted to you in this Agreement.

#### 2. HOW YOU ARE PERMITTED TO USE THE SOFTWARE

- 2.1 Subject to the terms and conditions in this Agreement, you are granted a limited nonexclusive license to install and use one copy of the Software on a single computer for use only with a Device or any other device including an eye tracking component authorized by Tobii.
- 2.2 If you are an individual, the license granted in this Agreement is for your benefit only. If you are 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 the Software (or any part of it).

#### 2.3 You may *not*:

- 2.3.1 transfer, assign or otherwise dispose of the license granted to you under this Agreement to any person; or
- 2.3.2 rent, lend or lease the Software to any person.

If you attempt to transfer, assign or otherwise dispose of this license, or rent, lend or lease the Software, the license to use the Software automatically terminates.



- 2.4 You may not disassemble, decompile, or reverse engineer any parts of the Software and/or the Programs by any means; nor permit or assist any party to derive or attempt to derive the source code of, disassemble, decrypt, decompile or reverse engineer the Software and/or the Programs; nor take any other steps in order to derive design information regarding the Software and/or the Programs, except to the extent required under compulsory law; provided, however, in which event you shall provide Tobii with detailed information regarding any such activity.
- 2.5 You agree to keep the Software and all copies of it, under your control and to reproduce Tobii's copyright notice on each copy of the Software. You may not publish or make any copy of the Software (or any part of it) available to any other person (except as permitted in Section 2.2 if you are a company or legal entity).

#### 3. TERMINATION OF THE LICENSE

If you breach any provision of this Agreement and such breach is serious or irremediable, your license to use the Software terminates immediately. On termination you must promptly delete any uploaded, downloaded and back-up copies of the Programs, and destroy or return to Tobii all copies of the Documentation.

#### 4. NO SUPPLIER WARRANTIES OR HIGH RISK USE

- 4.1 To the extent allowed under compulsory law, the Software is supplied to you "as is". Tobii gives no representations, warranties, conditions or other terms, expressed or implied, whatsoever relating to the Software, including, without limitation, relating to the performance, quality or fitness for purpose of the Software, its freedom from any defects in workmanship or materials in normal use or otherwise, its uninterrupted or error free operation, its compliance with any specification whatsoever or that defects in the Software will be corrected. Without limiting the foregoing:
  - 4.1.1 Tobii does not warrant that the functions of the Software will meet your requirements; and
  - 4.1.2 although Tobii has used reasonable efforts to minimize defects or errors in the Software, the Supplier *does not warrant* that software operations will be error-free or uninterrupted.
- 4.2 The Software and/or the Programs are not fault-tolerant. Accordingly, the Software and/or the Programs are 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 the Software and/or the Programs is strictly prohibited. High Risk Use includes, for example, aircraft navigation and control of other modes of human mass transportation, control of nuclear or chemical facilities. Any use in violation of the foregoing is entirely at your 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.

### 5. **LIMITATIONS OF LIABILITY**

- 5.1 Tobii's aggregate liability, whether for negligence, breach of contract, misrepresentation or otherwise under or in connection with this Agreement is limited to the amount you originally paid for the Device.
- 5.2 In no circumstances is Tobii liable to you for any indirect or consequential losses or expenses, howsoever caused, and including, without limitation, loss of anticipated profits or savings, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.
- 5.3 This clause 6 survives termination of the license granted to you or termination of this Agreement for any reason.



#### 6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 This Agreement is governed by Swedish law. The courts of Sweden shall have exclusive jurisdiction to resolve any dispute, claim or matter arising out of or in connection with this Agreement, or the existence, breach, termination or validity hereof, or the consequences of its nullity (each a "**Dispute**"). You agree that the Stockholm District Court (Sweden) is the most appropriate and convenient court to hear and decide any Dispute, and you agree to irrevocably submit to the Stockholm District Court in relation to any Dispute. This clause does not preclude any applicable mandatory rights that you might have to seek legal recourse.

## IMPORTANT NOTICE

YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT BY INSTALLING THE SOFTWARE AND ANY OTHER SOFTWARE CONTAINED IN YOUR DEVICE YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. 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 THE SOFTWARE AND ANY SOFTWARE CONTAINED IN YOUR DEVICE. THIS AGREEMENT SUPERSEDES ALL PRIOR COMMUNICATIONS, STATEMENTS IN MARKETING, ANY PURCHASE ORDER OR REPRESENTATIONS (BOTH ORAL AND WRITTEN) OR ANY OTHER COMMUNICATION BETWEEN TOBII AND YOU CONCERNING THE SOFTWARE OR THE DEVICE.