

TERMS OF SERVICE AGREEMENT for Tobii Pro Connect

This Terms of Service Agreement (“Terms of Services” or the “Agreement” is an agreement between Tobii AB, with its principal place of business at Karlsrovägen 2D, 182 53, Danderyd, Sweden (“Tobii”), and the individual or entity (“Customer”) that has subscribed to Tobii Pro Connect (the “Service”). By subscribing for access to, and use of, the Service (as defined below) Customer agrees to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not subscribe to, access or use the Service.

1. USE OF SERVICE

1.1. Right to Use the Service. During the term of the Agreement, Tobii grants to Customer a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable right for Users (“User” means a single person who is granted explicit access to use the Service by Tobii or the Customer) to access and use the Service. Customer shall be entitled to use the Service solely for Customer’s own purposes. Any breach by a User of the obligations of Customer hereunder shall be considered a breach by Customer hereunder.

1.2. Customer shall not transfer, sell, lease, or lend the Service, or any software or systems used to provide the Service, or any content, information, tools, and resources therein, to any third party. Customer shall not allow any third party (apart from authorized Users) to access or use the Service.

1.3. Customer shall not download, modify, create derivative works from (including translation or localization), reverse engineer, decompile or disassemble or otherwise attempt to discover any trade secret contained in the Service or in any software or system used by Tobii in connection with providing the Service. Customer shall not: (i) copy or otherwise reproduce the Service (ii) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels from the Service, or any materials provided therewith.

1.4. Rights. Tobii or its suppliers (as the case may be) retain all title, copyrights, patent rights, trade secrets, and other proprietary rights in the Service and any software or other intellectual property developed by Tobii as part of the Service. Customer does not acquire any rights, express or implied, in the Service or any software or other intellectual property developed by Tobii as part of the Service, other than the right to access and use the Service as set forth in the Agreement. Tobii may terminate or suspend Customer’s access to and use of the Service (in whole or in part) at any time, with or without notice, if Tobii has reason to believe that Customer has violated the terms set forth in this Agreement.

1.5. Changes. The Service or components of the Service may be periodically updated or modified by Tobii, at its sole discretion, without prior notice. Such changes may be automatically applied to the Service. Tobii has no obligation to add any feature or functionality to the Service.

1.6. Additional Terms. Customer’s use of the Service shall also be subject to any additional applicable terms and conditions set forth on Tobii’s website or Customer or User portal provided by Tobii.

2. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

2.1. Customer Representations and Covenants. Customer represents and warrants to Tobii that (i) Customer’s use of the Services (including, without limitation, the uploading and processing of personal data) complies with all applicable laws and regulations, and any policies applicable to Customer’s organization, and that Customer has received all necessary third party approvals with respect to the use of the Services and (ii) that any use of the Services do not infringe the intellectual

property rights of any third party or violate any applicable laws and regulations, or any policies applicable to Customer's organization, and (iii) Customer agrees to indemnify and hold Tobii harmless from any third-party claims or resulting liability arising from Customer's use of the Service.

2.2. Account Name and Passwords. Customer or Tobii may designate User account names and passwords to Users. Customer is responsible for safeguarding the confidentiality and use of account names and passwords and agrees to take any and all actions necessary to maintain the privacy of such information.

2.3. Customer shall be liable and responsible for any and all activities conducted through its account, whether or not such activities have been authorized by Customer.

2.4. Customer will promptly notify Tobii if account names or passwords are lost, stolen, or are being used in an unauthorized manner. Upon Tobii's request, Customer will provide it with accurate and complete registration information of Users, and any additional permitted authorized Users, that have access to the Software.

3. TERM

Tobii may, at its sole discretion and without prior notification, suspend or terminate (fully or partially) Customer's access to the Service.

4. OWNERSHIP, WARRANTIES, LIMITATION ON LIABILITY

4.1. Tobii Ownership. All software, products and materials made available, directly or indirectly, by Tobii to Customer as part of the Service are the exclusive property of Tobii or the third parties from whom Tobii has secured the rights to such software, products and materials. All rights, title and interest in or to any patent, copyright, trademark, service mark, trade secret and other proprietary rights relating to the Service are reserved.

4.2. Tobii Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, TOBII AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. THE SERVICE IS PROVIDED "AS IS."

4.3. Disclaimers. THE WARRANTIES SET FORTH IN THIS SECTION 4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY ORAL REPRESENTATIONS OR WARRANTIES MADE BY OR ON BEHALF OF TOBII. Tobii does not warrant that the Service will meet Customer's requirements, that the operation of the Service will be uninterrupted or error-free, free of viruses or any other malicious code, free from any security breach or intrusion, technical or other malfunction or error, that may compromise the Service, or fit for its intended purpose, or that all Service errors will be corrected.

4.4. Limitation of Liability. In no event shall Tobii be liable under the Agreement for any indirect, incidental, special, consequential or punitive damages, or any damages for business interruption, loss of profits, revenue, data or use, or cost of cover suffered by Customer or by any third party, whether in an action in contract or tort, and even if Tobii has been advised of or is aware of the possibility of such damages. Tobii's total liability for damages suffered by Customer or any of its affiliates under the Agreement or related to the Services shall in no event exceed an amount equal to 100 EUR.

5. CONFIDENTIALITY, DISPUTE RESOLUTION, OTHER TERMS

5.1. Confidential Information. Definition of Confidential Information. "Confidential Information" means all confidential and business proprietary information of a party hereto disclosed in connection

with the use of the Service; provided, however, that the term “Confidential Information” does not include any information that (i) is or becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party’s lawful possession prior to the disclosure and had not been obtained by the receiving party, either directly or indirectly, from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (iv) is independently developed by the receiving party.

5.2. All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation.

5.3. Customer acknowledges that Tobii or its affiliates may from time to time communicate directly with Customer for the purpose of marketing its products and services or those of its recommended vendors, and may use Confidential Information to do so.

5.4. Governing Law and Dispute Resolution. This Agreement will be interpreted and construed in accordance with the laws of Sweden, without regard to conflict of law principles. Any dispute shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall be conducted in Stockholm, Sweden in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral award shall be final and binding upon both parties.

5.5 Tobii may modify or amend the terms of the Agreement between the parties, including these Terms of Service and any incorporated Order, upon written notice, e-mail or otherwise, to Customer.