



Invoice Address

Official Name: Mendelova univerzita v Brně
Faculty: Provozně ekonomická fakulta
Registered office-Invoicing
address: Zemědělská 1, Brno
Post Code: 613 00
VAT No.: CZ62156489
ID: 62156489
Bank:
Account No.:

Vendor:

iMotions A/S

Frederiksberg Allé 1-3, , Copenhagen V
1621

22679

Mendel University in Brno

Requires the invoice to be sent out
Payment Terms: 14 days due delivery

Instructions for the supply of invoice item

Delivery date: 15.04.2019
Address: Mendelova univerzita v Brně,
Provozně ekonomická fakulta, Zemědělská 1, 613 00 Brno

Way of takeover:
Payment Terms: within 14 days Due net
Administrator:
Phone No.:
E-mail: @mendelu.cz

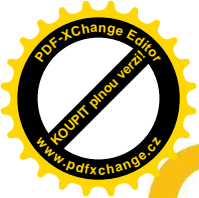
Invoice item	Qty/Unit	Single Price	VAT	Price
Software Imotions Order Number: 8501 Cost Center: 191	1 PC	4.375,00		4.375,00

Total order value: 4.375,00 EUR

Date: Date:

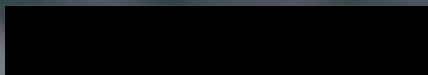
Orderer of the operation for the customer: Vendor Sign:

Budget administrator of the customer:

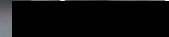



iMotions Proposal

MENDEL UNIVERSITY IN BRNO



Prepared by:



@imotions.com

Date:

March 19, 2019

Quote number:

00017436

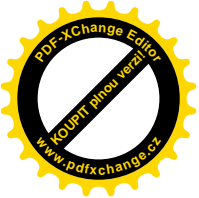
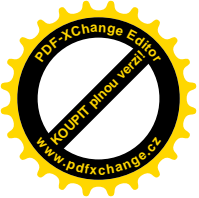


Table of Contents

Cover Letter	3
iMotions Overview	4
Your proposal.....	6
iMotions Software	6
Hardware.....	8
Miscellaneous.....	9
Accessories	10
Support and Upgrade.....	11
Additional Hardware	12
Price Summary.....	13
Terms and Conditions.....	15
Sole Source Letter	20



Cover Letter

Background and Solution

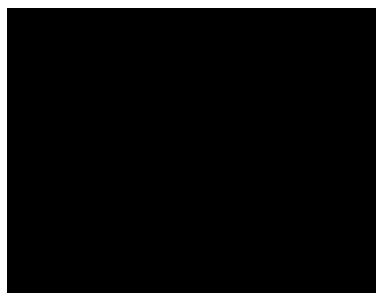
The following quote features solutions offered by iMotions to enable cutting-edge biometric research. iMotions Lab is a modular system, meaning that any requirements within human behavior research can be met at the highest quality. All hardware shown within the quote can be fully integrated within iMotions Lab.

If you have any questions about the quote then feel free to reach out to your client solution representative.

Prepared by:

[Redacted]

[Redacted]@imotions.com

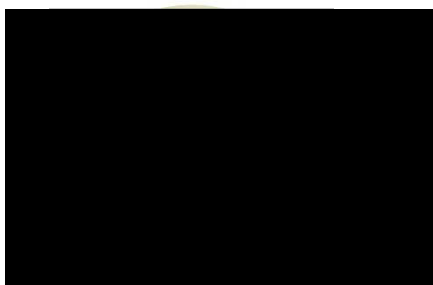


A Note from the Founder

iMotions prides itself on providing the best possible research platform and tools for conducting cutting-edge human behavior research. We strive to advance the capabilities available to our clients, as we believe their work gaining insight into the way people think, feel, see, and behave is crucial to making the world a better place.

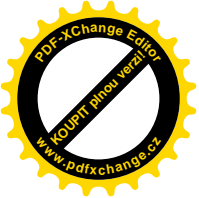
Since 2005, when we started out in Copenhagen, we have helped hundreds of business and academic organizations simplify their research processes, enabling them to grow and develop their understanding of human behavior in innumerable ways.

Our clients are our first priority and we're constantly on the lookout for ways to help them achieve their goals. Our passionate and dedicated team is committed to ensuring your success with our platform. We look forward to working together soon.



[Redacted]

Founder and CEO of iMotions



iMotions Overview

Since 2005, our industry-leading platform has enabled 750+ global clients to setup cutting-edge labs and execute multimodal biometric research with greater ease and efficiency.



All-in-one Solutions

iMotions simplifies biometric research by offering a single source for software, hardware, and support services to leading academic and commercial researchers.



Sensors & Hardware

Industry-leading 3rd party sensors & custom-designed iMotions NeuroLab Computer



iMotions Software

One, easy-to-use software integrates multiple biometric technologies eliminating patchwork solutions

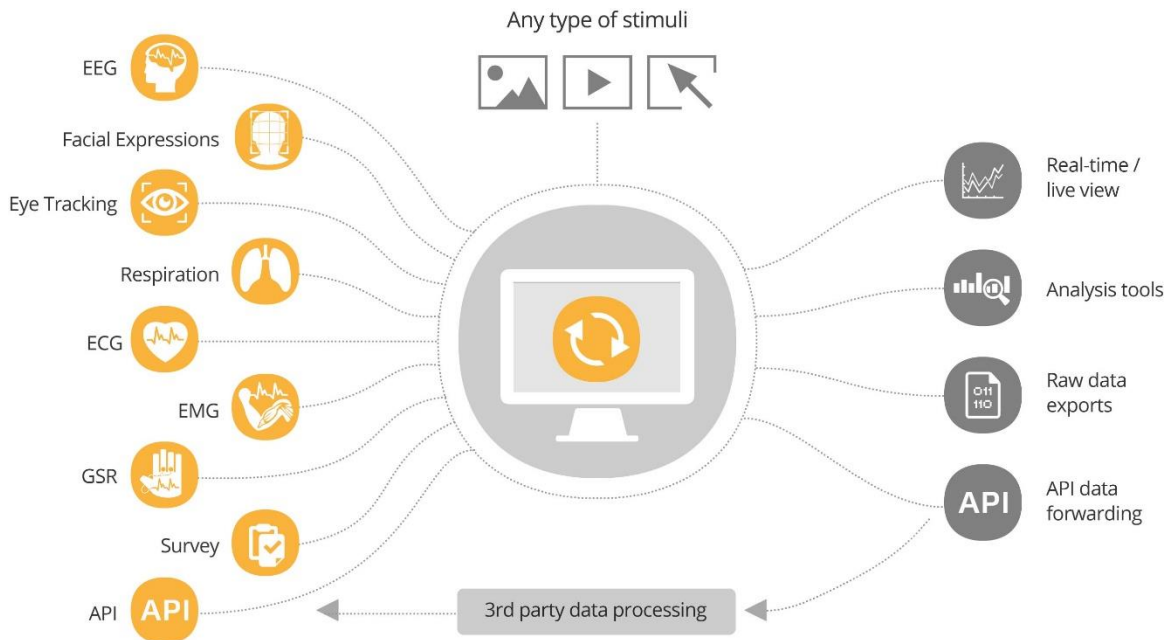


Support Services

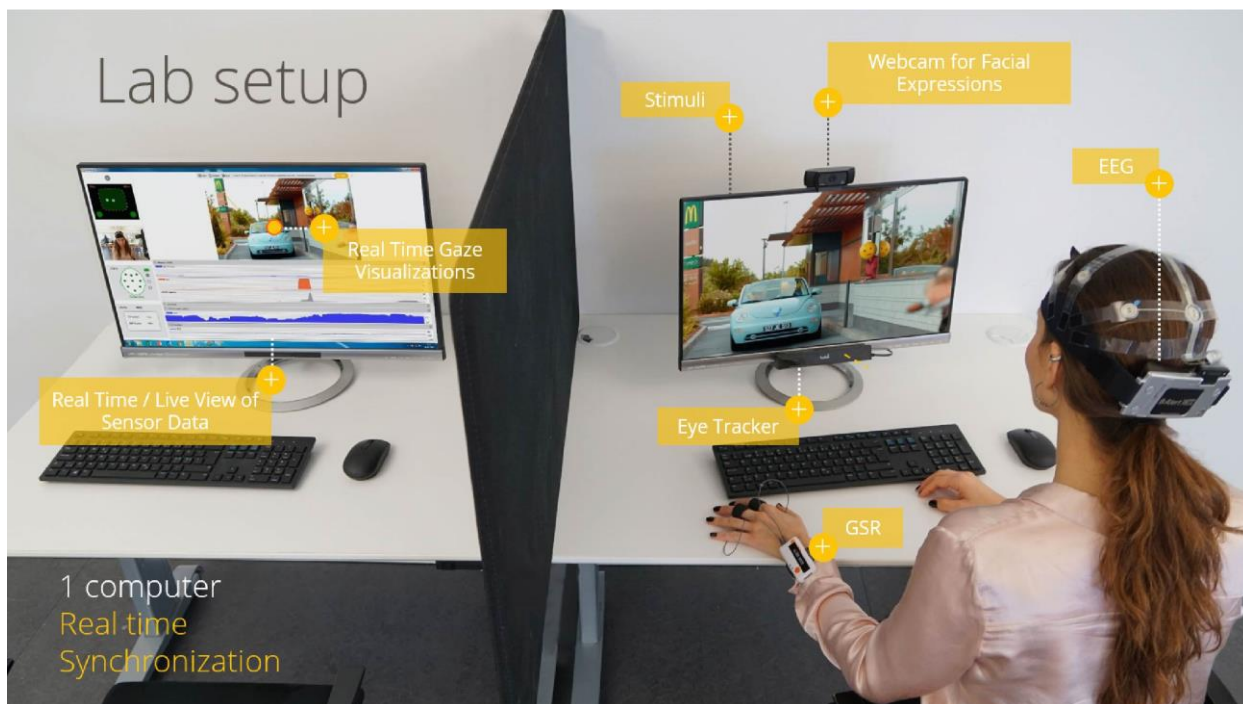
Customized complimentary and paid training, services and support offered.

iMotions Lab Software

Our unique platform allows the integration and synchronization of multiple biometric sensors in a single unified software. Core features include study design, sensor calibration, stimuli presentation, data collection, a variety of analysis and export tools, and more.



Customizable hardware and modular software solutions allow for real-world and lab testing scenarios across a variety of research applications.

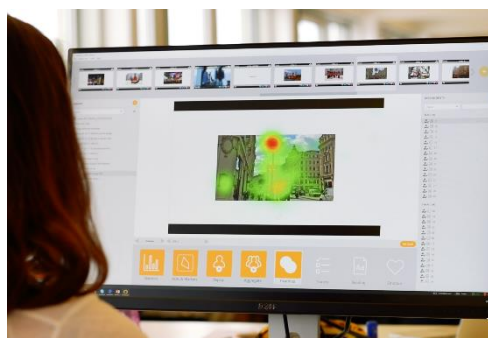


Your proposal includes the following:

iMotions Software

The iMotions software allows for the following unique benefits:

- Easily collect data from multiple sensors like eye tracking, facial expression analysis, GSR, and EEG
- Automatic and real-time synchronization of all sensor data
- All happens on one single PC and in one single software application
- Allow for more advanced research done in an easier way



iMotions enables biometric researchers to setup studies, collect, analyze, and visualize data. The software includes the following functionalities:

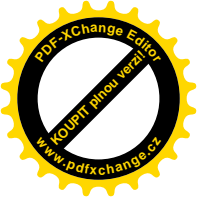
- Study Setup & Design
- Stimulus Presentation
- Data Collection
- Analysis & Visualization Tools

The following software modules are included in your quote.

iMotions Software CORE

- Study design - build advanced study designs (within- and between-subject, block, randomized etc)
- Stimuli presentation - Multimedia capabilities including images, videos, live websites, surveys, mobile phone apps, software interfaces, gaming, VR, AR, etc. Up to 3 camera feeds supported
- Data collection – respondent management, real-time viewing, behavioral metrics, etc
- Markup & annotations - Create live or post-processing markers with annotations
- Data analysis - Variety of automated features and easy-to-use tools
- Data export - Export raw data, summary metrics, data visualizations on video and static stimuli, etc
- Data import - Import external data sources for visualization / synchronization





- Face / environment camera - Includes ability to record respondent's face and / or environment from up to three different camera feeds
- Program and launch surveys in conjunction with, or separately from, biometric research
- Capture respondent activity with facial and environmental cameras

iMotions Module - Eye Tracking - Screen-Based



- Integration with 20+ eye tracking models from a range of vendors such as Tobii, SMI, EyeTech, Eye Tribe, GazePoint, etc.
- Advanced analytic tools for screen-based multimedia stimuli (images, videos, websites, games, software interfaces and 3D environments)
- Individual & aggregate gaze replays
- Static & dynamic areas of interest (AOIs), manual and semi-automated options
- Automated AOI generation allows for tracking of an area throughout a video
- Automated metrics such as Time to First Fixation, Time Spent, Ratio, Revisits, Fixation Count, Mouse Clicks, Key Strokes etc.
- Static & dynamic heatmaps
- Raw data including X,Y coordinates of eye position, pupil size, & distance to the screen
- Scene video recording and segmentation
- Scene editor for segmentation and aggregation
- Mobile device testing via mobile stand
- Automated gaze mapping on websites, both on screen and mobile phones for fast and automatic analysis

iMotions Module - Facial Expression Analysis - Affectiva



- Connection to Affectiva Module via webcam
- Measure facial expressions towards screen-based or physical stimuli
- Import externally recorded videos for post processing of facial expressions
- Integrated quality assurance tools
- **Valence:** Positive, negative, or neutral response
- **7 Basic emotions:** Joy, Anger, Surprise, Fear, Sadness, Disgust, Contempt
- **Engagement:** Overall expressiveness - is respondent neutral or engaged

- **Interocular Distance:** Distance between two outer eye corners for estimation of distance from screen
- **Head Orientation:** Head rotation as yaw (up/down), pitch (left/right), and roll
- **21 Facial Expressions:** Attention, Brow Furrow, Brow Raise, Inner Brow Raise, Eye Closure, Nose Wrinkle, Upper Lip Raise, Lip Suck, Lip Pucker, Lip Press, Mouth Open, Lip Corner Depressor, Chin Raise, Smirk, Smile
- **33 Facial Landmarks:** geometrical mapping of the face

iMotions Module - GSR

- Connection to Shimmer3 GSR+, BIOPAC GSR100C, BioNomadix or Empatica E4 Galvanic Skin Response (GSR) sensor
- Integrated quality assurance tools
- Galvanic Skin Response (GSR) and Heart Rate capture via finger electrodes or wrist-based sensor
- Collect, visualize, and export raw signals
- Battery level and signal strength visualizations
- Additional Shimmer channels available: accelerometer, magnetometer, ambient temperature, and pressure
- Additional BIOPAC channels available (with device): ECG, EMG, and Respiration data
- Automatic GSR Peak Detection
- Connect up to 5 Shimmer devices on one iMotions software license



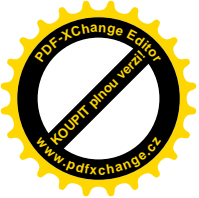
Hardware

Top-of-the-range biometric hardware is provided by iMotions to enable researchers to understand human behavior, thoughts, and feelings at a deep and incisive level. We carefully select hardware that can meet the intensive demands of cutting-edge research. All hardware is sold at the same price as the supplier, ensuring that you always get the best possible rates for your research equipment

The following hardware is included in your quote.

Shimmer 3 GSR Kit

- The GSR+ (Galvanic Skin Response) unit provides connections and preamplification for one channel (measured from two electrodes) of Galvanic Skin Response data acquisition



- Validated for use in biomedical-oriented research applications
- Designed to be wearable, the Shimmer GSR addresses challenges of mobility and provides high-quality, scientifically reliable data
- Free from wired constraints, small size and lightweight (28g) design
- The kit includes the following:
 - 1x Shimmer3 GSR+ Unit
 - 1x Shimmer3 Dock
 - 4x 9" Biophysical Leads
 - 2x 1M Biophysical Leads
 - 1x Optical Pulse Sensor (Finger measurement)
 - 1x Optical Pulse Sensor Ear Clip
 - 1x Shimmer Wrist Strap with Clip
 - 12x GSR Velcro Finger electrodes
 - 1x iMotions Welcome Flyer
 - 4GB USB stick
 - 1x Kit Case



Tobii X2 30 Eye Tracker up to 24 inch screens 30 Hz

- Screen-based eye tracker capturing gaze data at 30 Hz
- This compact, affordable system is perfect for studies outside of the lab
- Designed to give you instant insights into visual attention in high-level fixation-based research
- Easily snap it on to a laptop, a PC monitor, or even a tablet for a compact, highly portable eye tracking solution
- Only need to plug in a single USB cable
- Ideal for usability and market research studies in the field so you can test participants in their familiar surroundings

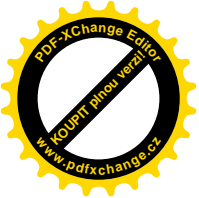


Miscellaneous

Shipping and Handling

- Insured shipping and handling.
- Fast, reliable delivery.
- Available with tracking information.





- Customer is responsible for paying any customs fees and taxes.

Accessories

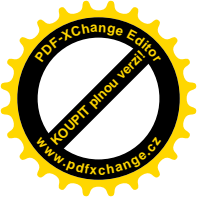
High-quality research accessories are provided to supplement hardware. Renewal of any consumables is always available through iMotions - just talk to your customer success manager.

The following accessories are included in your quote.

Webcam Logitech C920

- Webcam for capturing facial expressions of respondents, or the experimental environment
- Capable of full HD 1080p resolution
- Automatic low-light correction
- Fits all laptops and monitors





Support and Upgrade

Our annual Support and Upgrade program ensures you have access to our support staff and all the latest features and capabilities iMotions has to offer.

Our Support Team

- Fast response time available 18 hours / day
- Technical trouble shooting by email, phone, and screen share sessions

The Help Center

- More than 360 articles written by our Product Specialists, many of whom are PhD researchers themselves

A Dedicated Customer Success Manager

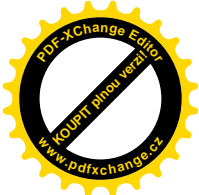
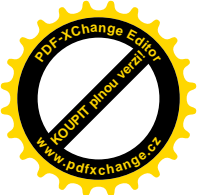
- Service checks to ensure system health
- Light consultancy as needed on studies and analysis (workshops suggested for more in-depth training needs)
- Notification and training on the latest features most relevant to you
- Quarterly training webinars with option for follow up sessions

Continuous Software Updates

- Released every 2-4 weeks with new features and bug fixes

What happens if I don't want to pay for S&U?

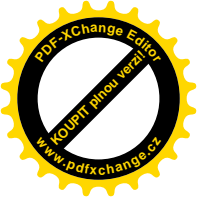
Your license will be kept open for you to continue your research on the version you currently have with access to our help center for self-guided instruction. However, you won't have access to the latest features in new releases or our support team. There will be a cost in the future to join the program again.



Additional Hardware

These items are not included in the solution provided by iMotions, but may be needed to support your setup and run your iMotions Software License. These items are to be purchased by the client and are recommended for an optimal setup. Please get in touch with your iMotions contact: Michael Bilde for technical specifications and specific recommendations on purchasing additional hardware items.

- 1 powerful laptop (e.g. Lenovo P71 Workstation) for mobile studies, or a desktop computer for lab studies (e.g. Dell OptiPlex 7050)
- 1-2 keyboards
- 1-2 22" or 24" monitors (E.g. Dell P2214H or Dell P2417H for dual monitor setup for screen-based testing). Note that a 21" monitor is required for most EyeTech eye trackers.
- 1-2 mouse
- 1-2 webcams (e.g. Logitech C920)
- 1-2 USB extension cables



Price Summary

Quote number: 00017436

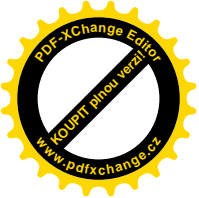
iMotions Software	Price	Quantity	Total price	Note
iMotions Software CORE	€2,400	1	€0	Free Rental until 31JUL19
iMotions Module - Eye Tracking - Screen-Based	€2,900	1	€0	Free Rental until 31JUL19
iMotions Module - Facial Expression Analysis - Affectiva	€2,900	1	€0	Free Rental until 31JUL19
iMotions Module - GSR	€2,900	1	€0	Free Rental until 31JUL19
Subtotal			€0	

Hardware	Price	Quantity	Total price	Note
Shimmer 3 GSR Kit	€925	1	€925	
Tobii X2 30 Eye Tracker up to 24 inch screens 30 Hz	€3,150	1	€3,150	
Subtotal			€4,075	

Miscellaneous	Price	Quantity	Total price	Note
Shipping and Handling	€200	1	€200	
Subtotal			€200	

Accessories	Price	Quantity	Total price	Note
Webcam Logitech C920	€100	1	€100	
Subtotal			€100	

Grand Total				€4,375
--------------------	--	--	--	---------------



Price Summary (continued)

Please check that the following details are correct.

Created: March 19, 2019
Expires: April 30, 2019
Quote number: 00017436

Contact name: [REDACTED]

Account name: MENDEL UNIVERSITY IN BRNO

Bill to: MENDEL UNIVERSITY IN BRNO
Provozně ekonomická fakulta,
Zemědělská 1
Brno
613 00
Czech Republic

Ship to: Provozně ekonomická fakulta,
Zemědělská 1
Brno
613 00
Czech Republic

Delivery SW will be delivered via email upon receipt of signed agreement. HW will be delivered in approx. 2-3 weeks.

Special payment terms Net 30 days.

Other terms The iMotions software is offered free of charge until the 31st of July 2019. MENDEL UNIVERSITY is not obliged to purchase the software beyond the free period.

Signature

Vendor: iMotions
Signature:

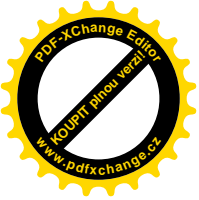
[REDACTED]

Representative: [REDACTED]
Title: CEO

Account name: MENDEL UNIVERSITY IN BRNO
Signature:

[REDACTED]

Representative:
Title:



Terms and Conditions

SOFTWARE LICENSE AGREEMENT

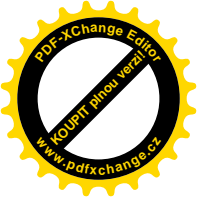
This agreement is between iMotions A/S, a Danish corporation (**iMotions**) and you, the customer entering into this agreement (**Customer**), effective as of the date of the last signature below. The iMotions software, modifications, enhancements, documentation and license keys provided to Customer (**Software**) are licensed and are not sold.

1. **SCOPE.** This agreement describes the licensing of the Software and support provided to Customer under an order.
2. **LICENSE.** Subject to the other terms of this agreement, iMotions grants Customer, under an order, a non-exclusive, non-transferable license, for the duration specified on the order and up to the number of Seat licenses purchased to:
 - A. Use the Software only in Customer's business purposes for commercial licenses, or in the case of academic licenses for academic research purposes only, and
 - B. Make one copy of the Software for archival and backup purposes.

Seat means each single personal computer. More information regarding moving licenses is located at this FAQ:

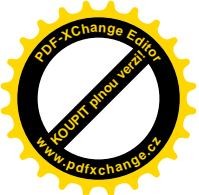
For the avoidance of doubt, if Customer has purchased an academic license, then it may not use the Software for any commercial purposes. Contact iMotions regarding purchasing a commercial license, if Customer wants to use the Software for commercial purposes.

3. **RESTRICTIONS.** Customer may not:
 - a. Transfer, assign, sublicense, rent, create derivative works of the Software;
 - b. Reverse engineer, decompile, disassemble, or translate the Software; or
 - c. Evaluate the Software for the purpose of competing with iMotions or operate the Software other than in accordance with its technical documentation and applicable law.
4. **PAYMENT.** Customer will pay all fees due on receipt of an invoice, unless otherwise provided on an order, plus applicable sales, use, other similar taxes and all customs and excise related fees.
5. **MUTUAL CONFIDENTIALITY.**
 - a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**).
 - b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
 - c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.
6. **PROPRIETARY RIGHTS.** The Software, workflow processes, user interface, designs, technical documentation, and other technologies provided by iMotions as part of the Software are the proprietary property of iMotions and its licensors,



and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with iMotions and its licensors. The Software is protected by applicable copyright and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Software. iMotions reserves all rights not expressly granted.

7. **WARRANTY, REMEDY and DISCLAIMER.** For new license purchases (not any renewals of term based licenses), iMotions warrants that the Software will perform in substantial accordance with its accompanying product documentation for a period of 90 days from the date of the order. This warranty will not apply to any problems caused by software not licensed to Customer by iMotions, use other than in accordance with the technical documentation, or misuse of the Software. The warranty only covers problems reported to iMotions during the warranty period or 30 days after. Customer will cooperate with iMotions in resolving any warranty claim.
 - A. **EXCLUSIVE REMEDY AND SOLE LIABILITY.** IMOTIONS WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY COVERED WARRANTY CLAIMS WITHIN A REASONABLE PERIOD OF TIME OR REPLACE THE SOFTWARE, OR IF IMOTIONS CANNOT DO SO IT WILL REFUND TO CUSTOMER THE LICENSE FEE PAID. **THIS REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY, AND IMOTIONS' SOLE LIABILITY FOR THESE WARRANTY CLAIMS.**
 - B. **DISCLAIMER OF WARRANTIES.** IMOTIONS DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED. IMOTIONS SPECIFICALLY DISCLAIMS ANY LIABILITY FOR DECISIONS MADE BY CUSTOMER OR ANY THIRD PARTY BASED ON ANY DATA OR THE RESULTS OF ANY STUDY.
8. **RESALE OF THIRD PARTY SOFTWARE AND HARDWARE.** If iMotions resells any standalone third-party software or hardware under an order (**Standalone Third Party Technology**), then such software or hardware is exclusively governed by terms on **Attachment A** and not the terms applicable to the Software.
9. **TERMINATION.** This agreement expires at the end of the license period specified in the accompanying order, unless this agreement terminates otherwise in accordance with this section. Either party may terminate this agreement upon a material breach of the other party after a 30 day notice/cure period, if the breach is not cured during such time period. Upon termination of this agreement or a license, Customer must discontinue using the Software, de-install and destroy or return the Software and all copies, within 5 days. Upon iMotions' request, Customer will provide written certification of such compliance.
10. **ANNUAL SUPPORT.** iMotions's annual technical support and maintenance services (Support) is included with term based licenses and may be purchased as agreed by the parties for annual terms. Support is provided under the Support policies then in effect. iMotions may change its Support terms, but Support will not materially degrade during any Support term. More details about Support are located at <https://help.imotions.com>
11. **LIMIT ON LIABILITY.**
 - A. **EXCLUSION OF INDIRECT DAMAGES.** IMOTIONS IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE OR ANTICIPATED COST SAVINGS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
 - B. **TOTAL LIMIT ON LIABILITY.** IMOTIONS' TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE LICENSE TO THE SOFTWARE BUT IN THE CASE OF TERM BASED LICENSES WHAT CUSTOMER HAS PAID FOR THE LICENSE IN THE 12 MONTH PERIOD PRIOR TO THE EVENT WHICH GAVE RISE TO THE CLAIM.
12. **DEFENSE OF THIRD PARTY CLAIMS.** iMotions will defend or settle any third party claim against Customer to the extent that such claim alleges that the Software violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies iMotions of the claim in writing, cooperates with iMotions in the defense, and allows

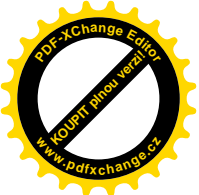


iMotions to solely control the defense or settlement of the claim. **Costs.** iMotions will pay infringement claim defense costs it incurs in defending Customer, and iMotions negotiated settlement amounts, and court awarded damages. **Process.** If such a claim appears likely, then iMotions may modify the Software, procure the necessary rights, or replace it with the functional equivalent. If iMotions determines that none of these are reasonably available, then iMotions may terminate the Software license and refund (as applicable) any prepaid and unused term based license fees or the license fee for perpetual licenses (amortized over a 5-year period from the date of the order). **Exclusions.** iMotions has no obligation for any claim arising from: iMotions' compliance with Customer's specifications; a combination of the Software with other technology or aspects where the infringement would not occur but for the combination; or technology or aspects not provided by iMotions. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND IMOTIONS' SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

13. **GOVERNING LAW AND EXCLUSIVE FORUM.** This agreement is governed by the laws of the Denmark (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. The Customer submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in litigation is entitled to recover its attorneys' fees and costs from the other party.

14. **OTHER TERMS.**

- a. **Entire Agreement.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding.
- b. **Non-Assignment.** Neither party may assign or transfer this agreement to a third party, nor delegate any duty, except that the agreement and all orders may be assigned, without the consent of the other party, as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- c. **Independent Contractors.** The parties are independent contractors with respect to each other.
- d. **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
- e. **Order of Precedence.** If there is an inconsistency between an order and this agreement, the order prevails.
- f. **Survival of Terms.** Any terms that by their nature survive termination of this agreement for a party to assert its rights and receive the protections of this agreement, will survive (including without limitation, the confidentiality terms). The UN Convention on Contracts for the International Sale of Goods does not apply. UCITA if enacted in this state does not apply.
- g. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **Compliance Audit.** No more than once in any 12-month period and upon at least 30 days advance notice, iMotions (or its representative) may audit Customer's usage of the Software at any Customer facility. Customer will cooperate with such audit. Customer agrees to pay within 30 days of written notification any fees applicable to Customer's use of the Software in excess of the license.
- i. **Modification Only in Writing.** No modification or waiver of any term of this agreement is effective unless signed by both parties.
- j. **Export Compliance.** Customer must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.
- k. **US GOVERNMENT RESTRICTED RIGHTS.** If Customer is a United States government agency or acquired the license to the Software hereunder pursuant to a government contract or with government funds, then as defined in FAR §2.101, DFAR §252.227-7014(a)(1) and DFAR §252.227-7014(a)(5) or otherwise, all Software provided in connection with this agreement are 'commercial items,' 'commercial computer software' or 'commercial computer software documentation.' Consistent with DFAR §227.7202 and FAR §12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution by or for the United States government is governed solely by the terms of this agreement and is prohibited except to the extent permitted by the terms of this agreement.
- l. **No PO Terms.** iMotions rejects additional or conflicting terms of a Customer's form-purchasing document.
- m. **Open Source Software Licenses.** The Software may contain embedded open source software components, which are provided as part of the Software and for which additional terms may be included in the technical documentation.



Attachment A

THRID PARTY HARDWARE - Purchase or Rental

Hardware. iMotions does not manufacturer or provide its own hardware, as iMotions is a software company. iMotions will provide any third-party hardware purchased by Customer under the order (**Hardware**) with iMotions at the locations set forth on the order (**Locations**).

Installation. Customer is responsible for installation of the Hardware, and iMotions will provide certain supplemental Hardware instructions regarding installation and configurations with the iMotions Software.

Ownership.

Purchase. If Customer purchases Hardware from iMotions, title to and ownership of the Hardware transfers to Customer when the fees for the Hardware and delivery as specified on order are paid in full.

Rental. If Customer rents Hardware from iMotions, title to and ownership of the Hardware remains with iMotions. If any Hardware that Customer has rented from iMotions is lost, damaged or destroyed, Customer must pay iMotions the then-current list price for the Hardware.

- Rental payments are not refundable.
- Customer must return rented Hardware at its own expense for receipt by iMotions on or before end date described in the order.

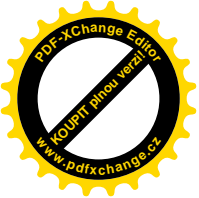
Assignment of Hardware Warranty and Level 1 Technical Support.

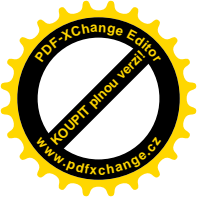
- iMotions hereby assign and transfers the Hardware manufacturer's warranty to Customer.
 - iMotions will cooperate with Customer regarding Hardware warranty issues and will provide basic level 1 technical support for the Hardware sold under an order.
-

STANDALONE THIRD-PARTY SOFTWARE

License. Customer may use the third-party software and the third party add on modules described on order (**Standalone Third Party Software**) in accordance with the end user license agreement (**EULA**) provided with that Standalone Third-Party Software. Academic customers receive academic discount and therefore the license cannot be applied for commercial purposes or commercial research without being upgraded to a commercial license.

- Customer understands that it must agree to the terms of the EULA to complete the installation of the Standalone Third-Party Software.
- If Customer does not wish to accept the terms of the EULA, Customer may refuse to accept the terms of the EULA prior to or during the installation process and return the unused Standalone Third-Party Software to iMotions for a full refund within 30 days of the order date.
- Once Customer has installed the Software and accepted the EULA, the right to return the Standalone Third-Party Software is waived. iMotions provides no warranty Standalone Third Party Software.
- The warranty for the Standalone Third-Party Software is solely as addressed in the EULA.





Sole Source Letter

March 19, 2019

Dear [REDACTED] and MENDEL UNIVERSITY IN BRNO,

Thank you for reaching out to us to obtain the iMotions software platform for your research studies!

I hereby verify that iMotions® is the sole source provider of the iMotions biometric research platform. The iMotions biometric research platform is the only software in the world that can combine data collection, stimuli presentation and analysis from eye tracking glasses, screen based eye tracking, GSR, heart rate, high-end EEG headsets, facial expression analysis, Qualtrics, and other biometric sensors.

The above features are not only essential for this particular project involving human behavior research, but the versatile platform also future-proofs your setup, and makes it possible to scale up easily and add on additional sensors.

The iMotions biometric research platform will enable you to carry out research including (but not limited to) measurements of attention, emotion, conscious responses, and non-conscious responses, all synchronized in one platform.

The iMotions biometric research software platform cannot be purchased through any other vendor and there are no other similar products available on the market. We are also resellers for the leading biosensor vendors in the market, and a one-stop-shop for training and support for all hardware and software needs.

iMotions sells this software directly on the global market and has clients in over 50 countries around the world, including to many leading universities and corporations (Harvard Medical, Yale, P&G, GSK, etc.).

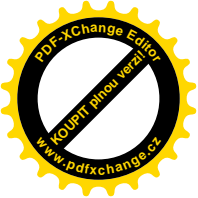
We look forward to providing our platform to MENDEL UNIVERSITY IN BRNO. We also look forward to supporting you in generating new and exciting data via our software platform.

Best regards,

[REDACTED]

[REDACTED]

Founder & CEO, iMotions, Inc.



Mendel University in Brno
Faculty of Business and Economics
Zemedelska 1
61300 Brno
Czech Republic

VAT-no.CZ62156489

PROFORMA INVOICE

Mendel University in Brno

Invoice no.: 13791
Date of invoice: 20.03.2019
Client no.: 751
Page: 1 of 1

Text	Quantity	Price per unit	Price
Shimmer 3 GSR Kit	1	925,00	925,00
Shipping and Handling	1	200,00	200,00
Webcam Logitech C920	1	100,00	100,00
Tobii X2 30 Eye Tracker up to 24 inch screens 30 Hz	1	3.150,00	3.150,00
iMotions Software rental	1	0,00	0,00

www.e-conomic.dk

(Amount, VAT exempt: **4.375,00** - Amount , subj. to VAT: **0,00**)

Sub total :	4.375,00
0,00% VAT :	0,00
Total EUR :	4.375,00