

TOBII PURCHASE AGREEMENT

Proposal Ref No: 202502-194806 – Rev. B

Supplier

Tobii AB
Organization no. 556613-9654
c/o Tobii AB
Karlsrovägen 2D
182 53 Danderyd
Sweden

Customer

Att.: XXX
Invoice email:
Technical University of Liberec
XXX- rector
Studentská 1402/2
Liberec, 461 17
Czech Republic

Background

The Supplier provides solutions and eye tracking technology involving provisioning, licensing and support of eye tracking hardware and software. The Customer hereby wishes to purchase or subscribe to products from the Supplier according to the terms specified in the appendices below.

Appendix 1	Products and prices
Appendix 2	Support Entitlement
Appendix 3	Limited Warranty and Tobii Care
Appendix 4	Product Specifications and System Requirements
Appendix 5	General Terms of the Agreement
Appendix 6	Privacy Policy
Appendix 7	Eye Tracking Data Transparency Policy

Validity of Proposal

This Proposal is valid until 2025-03-31.

Danderyd, 2025-02-27

XXX Tobii AB (publ)

I hereby accept the terms of this Agreement

Date _____ Place _____

Name _____ Signature _____

Please send a signed copy to our address below. For quick handling, e-mail signed order to XXX@tobii.com / pro.sales@tobii.com



Visit and shipping address: Karlsrovägen 2D - 7th floor - 182 53 Danderyd - Sweden - www.tobii.com
Postal address: Box 743 -182 17 Danderyd - Sweden - Phone: +46 8 663 69 90 - Fax: +46 8 30 14 00

Appendix 1 Products and prices

Article No	Item	Qty	Price	Discount	Net Price
411060	Tobii Pro Lab – Full Edition – Perpetual <ul style="list-style-type: none"><i>Lifetime License for screen-based eye trackers (incl. all Software Upgrades within 1st year, <u>optional</u> € 1.550 per year afterwards for Software Upgrades).</i>System requirements <p>(*) Academic Discount (10% = 900 EUR)</p>	1	EUR 9 000,00	10% (*)	EUR 8 100,00

Grand Total (excl. VAT): EUR 8 100,00

Please note for EU countries: If you have provided a valid EU VAT number no VAT will be applied to this order. Otherwise, Swedish VAT of 25% applies.

EU VAT No.: CZ46747885

All prices are stated exclusive of shipping costs, value added tax, other taxes, travel expenses and other charges unless explicitly specified otherwise.

This contract is pending credit approval.



Billing Address:



Same as above

Otherwise: _____

XXX

Email: XXX@tul.cz

Phone: +420 48535 2XXX

VAT no: CZ46747885

Contact Nam

Shipping Address:

Please note that PO boxes are not possible to use as shipping address



Same as above

Otherwise: Faculty of Economics

Voroněžská 13

Liberec 460 01

Czech Republic

Contact Name: XXX

Email: XXX@tul.cz

Phone: +420 48535 2XXX



I agree to receive all invoices in electronic form via e-mail. I understand that paper invoices will no longer be sent. E-mail address: XXX@tul.cz



I would like for all invoices to be uploaded in electronic form to our customer invoicing portal. I understand that paper invoices will no longer be sent. Please provide us with any additional information if needed.

Portal web address: _____

Appendix 2 Support Entitlement

Tobii offers two types of support entitlements: Basic Support and Premium Support.

Basic Support: This is a free service ideally for troubleshooting your equipment and software. The user will have access to our online FAQ's and educational articles. All support-related questions will be channeled through our contact support webform.

Premium Support: This is a premium support entitlement that has an annual fee. Personalized assistance with the design and analysis tools. Construct research ready studies quickly and with confidence in quality data. Priority responses through our contact support webform, phone and screen share.

For further information regarding support entitlements and the full terms and conditions, please visit: <https://go.tobii.com/Tobii-Customer-Care-SLA>

Appendix 3 Limited Warranty and Tobii Care

For information regarding Tobii Care and Warranty terms, please visit:

<https://go.tobii.com/Tobii-Limited-Warranty>



Visit and shipping address: Karlsrovägen 2D - 7th floor - 182 53 Danderyd - Sweden - www.tobii.com
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Appendix 4 Product Specifications and System Requirements

Product Specifications

Please refer to the Product Descriptions for a specification of the Products included in this Proposal. Latest versions are always available on the Tobii website, www.tobii.com

System Requirements

Tobii software requires a high-performance computer for optimum and robust performance. More information about recommended computers, operating systems and accessories can be found in the Tobii System Recommendations, downloadable via www.tobii.com

3rd party products

Tobii is a distributor of 3rd party products. Customer agrees to the 3rd party company's terms and conditions, license agreement and product description available on 3rd party company's website.

Appendix 5 General Terms of the Agreement

1. Purchase and supply of products and services

- 1.1. The Customer agrees to purchase, rent or subscribe from the Supplier the hardware products ("Hardware") and license of software products
- 1.2. ("Software") (together "Products") listed in Appendix 1 on the terms and conditions specified in the Agreement.
- 1.3. The Supplier shall provide the Customer with Support Contract for the Products in accordance with Appendix 2 ("Support Entitlement").
- 1.4. The Parties agree that system specifications for the Products are in accordance with Appendix 4.

2. Intellectual property rights, license etc.

- 2.1. The Customer acknowledges that all intellectual property rights in the Products shall accrue to the Supplier, or the third-party licensors of the Supplier and no such rights shall be transferred to the Customer.
- 2.2. The Supplier acknowledges that all data outputs resulting from the Customer's use of the Products vests in the Customer and no such rights will be transferred to the Supplier.
- 2.3. The Customer agrees to not remove from the Product any of Supplier's trademarks, trade names, logos, patent or copyright notices or markings.
- 2.4. All rights to results of Services carried out by the Supplier according to the Agreement shall accrue to the Supplier unless the Parties have agreed otherwise in writing.

3. Prices and payment

- 3.1. The Customer shall pay the fees specified in Appendix 1.
- 3.2. Payment terms are Net 30 days. In case of delays in payment, the Customer shall pay the Supplier an interest on arrears of 1.5 % per month.

4. Delivery terms

- 4.1. Delivery terms are Ex Works Stockholm, Sweden unless shipping is included. If shipping is included the INCOTERM is DAP unless specified otherwise.

5. Specific obligations of the Customer for rental and subscription products

- 5.1. The Customer shall keep all Products which are rented or subscribed by the Customer according to the Agreement and all material related thereto separated from other assets and goods in its possession and shall keep such products and material marked up in a way that leaves no doubt that the Products and material are the property of the Supplier or the third-party licensors or suppliers of the Supplier.
- 5.2. The Customer shall be responsible for the proper care and handling of the Products while in the possession or control of the Customer at the premises of the Customer or otherwise. The Customer shall act to ensure that the Products are not damaged or are subject to theft or a decrease in value of

any kind and that the interests of the Supplier related to the Products are otherwise properly taken care of. The Customer shall keep the Products adequately insured for this purpose.

- 5.3. The Customer is responsible for returning the Products to the Supplier at the end of the rental or subscription period. In case of delay in returning the Products, the Supplier will automatically charge the Customer for an additional rental or subscription period.

6. License of software; Restrictions on Use

- 6.1. Subject to payment by the Customer of the fees specified in Appendix 1, the Customer is granted a non-exclusive and non-transferable right to use the Software.
- 6.2. The Customer agrees to:
- not use, copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, deliver or otherwise transfer the software or any copies thereof except as expressly set forth in this Agreement; not copy the software other than for back-up purposes;
 - not derive or attempt to derive the source code of, disassemble, decrypt, decompile or reverse engineer any parts of the Products 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 Products except to the extent permitted under compulsory law; provided, however, in which event the customer shall provide the Supplier with detailed information regarding any such activity.
 - see to that the Products shall not be exported, directly or indirectly, in violation of any applicable export and import laws or used for any purpose prohibited by such laws.
 - under no circumstances whatsoever, directly, or indirectly use the eye images gathered using the Products or Software to develop new or enhance existing eye-tracking algorithms in competition with the Products or Software.
 - **Product may not be used for e.g. training algorithms** without the prior written permission of Tobii, Customer may not use the Product(s) or output from the Product(s) to create or improve Core Signal Software, for example, by using output from [Product(s) to train machine-learning algorithms. A "Core Signal Software" is defined as a software that can calculate and output eye gaze data, eye position data, pupil size data, eye openness data, head pose data or facial feature data.

7. Warranty, limitation of liability

- 7.1. The Supplier warrants, during a period of twenty-four (24) months or the rental/subscription period following signature of the Agreement, that the Products corresponds in all material respects to the specifications according to this Agreement.
- 7.2. The Supplier warrants that the Software will materially function in accordance with specifications according to this Agreement for ninety (90) days or the rental/subscription period from delivery.
- 7.3. In no event shall the Supplier's liability under the Agreement extend to defects or problems resulting from:
- Third party Products.
 - the Customer altering or modifying or using the Products in a way which is inconsistent with the intended purpose of those Products.
 - the Customer using the Products in a manner or for a purpose other than in accordance with the Agreement.
 - negligence by the Customer or any Party for which the Customer is liable; or
 - normal wear and tear of the Hardware.
- 7.4. The Supplier shall under any circumstances not be liable for any indirect or consequential damage, including but not limited to loss of business or goodwill, loss of revenue or loss of profits. The Supplier's liability under the Agreement shall be limited to the contract sum, i.e. the total price of Products and Services purchased by the Customer hereunder.
- 7.5. Neither Party shall be liable to the other for failure or delay in the performance of a required obligation due to events that are unforeseeable and beyond the control of such Party, such as but not limited to war, fire, explosion, labor conflicts, acts of God, embargoes or government regulations and restrictions that interfere with the obligations carried out hereunder, provided that the Party affected by such case of force majeure gives prompt written notice of such condition to the other Party and resumes its performance as soon as reasonably possible.

8. Miscellaneous

- 8.1. No amendments or additions to the Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties.



- 8.2. This agreement shall supersede all prior written or verbal representations, statements, understandings, negotiations, proposals or agreements between the Parties and relating to the relevant type of maintenance services.
- 8.3. Any notice required or permitted under the terms of the Agreement or required by statute, law or regulation shall (unless otherwise provided) be in writing and shall be delivered in person, sent by registered mail, by special courier or by fax to the other Party at the address set out above or to such other address or fax number as may from time to time be designated by notice hereunder.
- 8.4. Neither Party may transfer the Agreement or any right or obligation hereunder without the express written consent of the other Party.

9. Duration and termination

- 9.1. This Agreement shall run for an initial term of 12 months and thereafter for subsequent periods of 12 months until terminated by either party by giving the other party 90 days written notice. Agreements related to rentals and subscriptions also require that the equipment is sent back to Tobii before the agreement is terminated.

10. Applicable law and dispute settlement

- 10.1. The Agreement shall be construed in accordance with and be governed by the laws of Sweden, without reference to the choice and conflict of law provisions thereof.
- 10.2. In case any disputes, controversies or differences arise between the Parties out of or in relation to or in connection with the Agreement, or for the breach thereof, the Parties shall endeavor to settle such disputes, controversies or differences amicably between themselves. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, which cannot be settled by such amicable means, shall be finally settled by the district court of Stockholm. The language to be used shall be Swedish. Evidence, may however, be presented in Swedish or English as the case may be.

Appendix 6 Privacy Policy

Tobii's Privacy Policy may be found at:

<https://www.tobii.com/company/privacy-policy>

Appendix 7 Eye Tracking Data Transparency Policy

We require the following to be implemented in the Customer's application:

- **Active User Acceptance:** The application needs to use a consistent format to explicitly and clearly ask the user for their permission to store, or transfer, their Eye Tracking Data. The request for permission must happen before the user's data is stored or transferred. It also needs to state the purpose of storing/transferring Eye Tracking Data and that such data will not be used for any other purpose.
- **Visualization:** The application must show the user when the storing or transferring of Eye Tracking Data is taking place. Unless a mechanism for visualization is provided by Tobii, the Customer must provide it. This is required unless explicitly waived by Tobii.

We recommend the following be implemented in the Customer's application:

- The **"What's in it for me"** policy: Clearly inform users about the value they will receive from your application. This is about giving the user clear guidance and motivation about why they should provide their Eye Tracking Data.

Please note that implementation of this policy may vary between different categories of products. For screen-based products, a window such as below is recommended for the Active User Acceptance and What is in it for me policy.



This software will store and/or transfer your eye tracking data.

We do so only for the purpose of <description> and we never
<description of limitations>.

The benefit to you is <description of benefits>

Yes, I accept

No, I do not accept

☐ Don't ask me about this again.