



iMotions Proposal

Univerzita Hradec Králové
Denis Šefara

Prepared by:

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Date:

November 28, 2017

Quote number:

00013812

Valid as of November 2017, EURO prices.

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Background and Solution

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

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

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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.



Peter Hartzbech,
Founder and CEO of iMotions

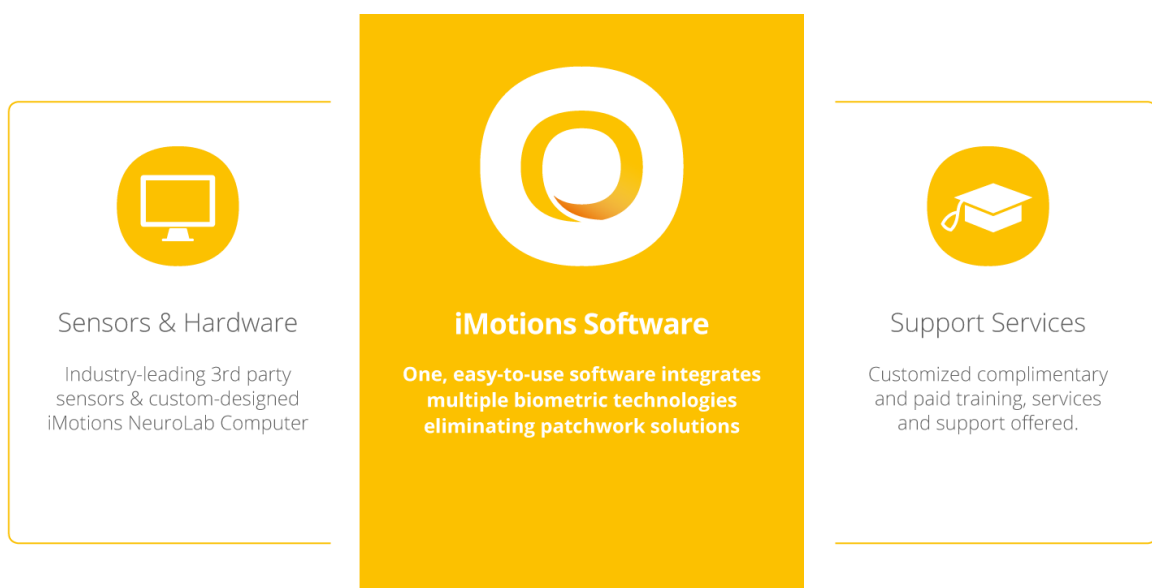
iMotions Overview

Since 2005, our industry-leading platform has enabled 500+ global clients to setup cutting-edge labs and execute multimodal biometric research with greater ease and efficiency.



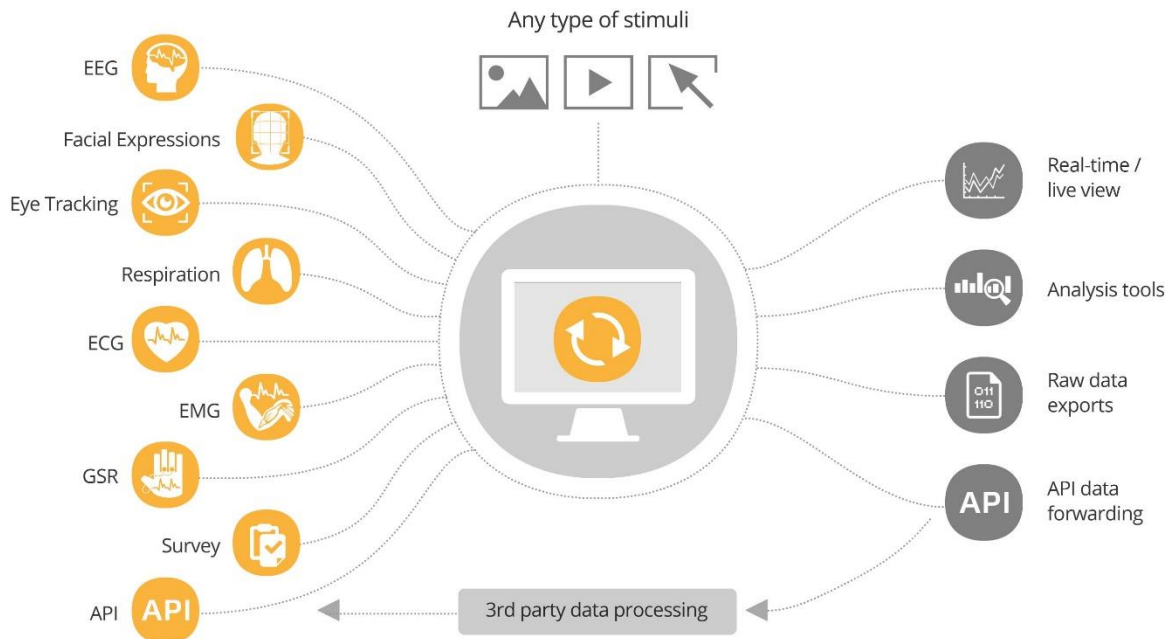
All-In-One Solutions

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

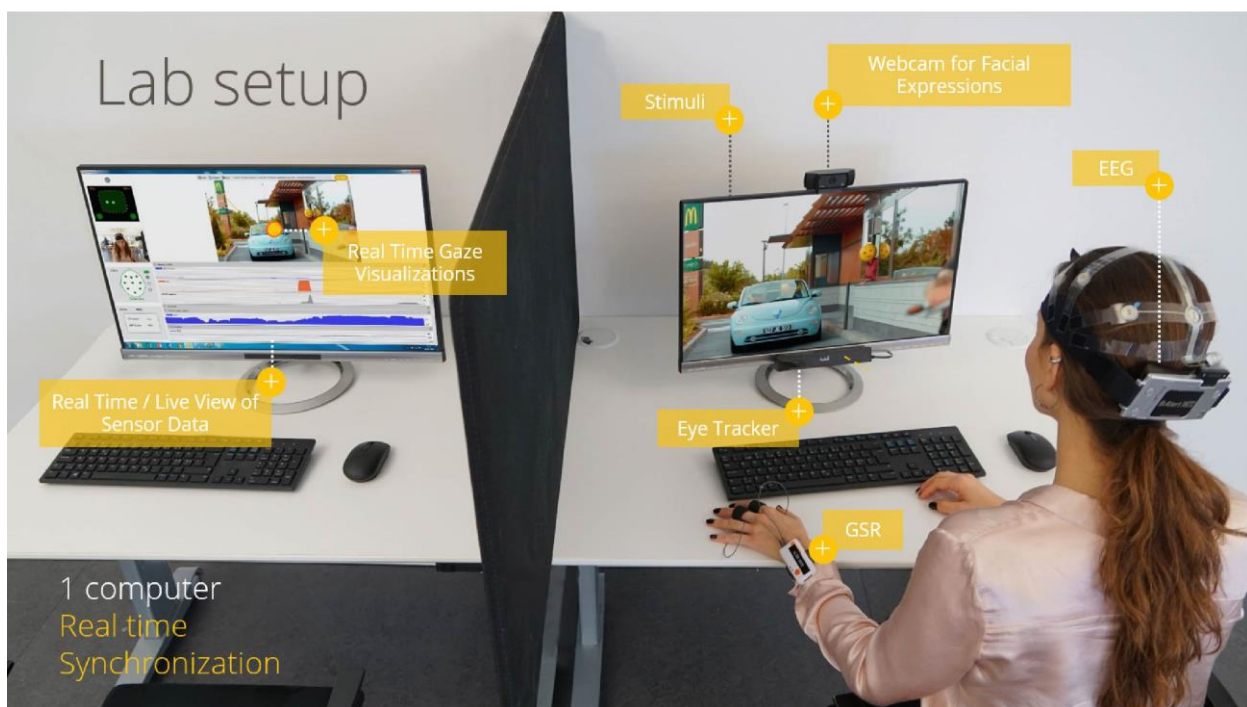


iMotions Lab Software

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.

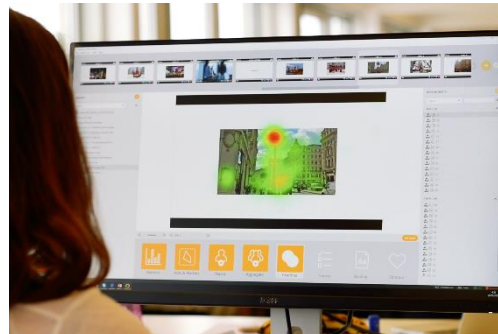


Your proposal includes the following:

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 - Design, Data Collection, and Analysis



- 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

Module - Screen-Based Eye Tracking - Basic



- 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)
- Integrated quality assurance tools
- 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

Module - Affectiva Research



- 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
- **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

Module - Shimmer GSR Advanced

- Connection to Shimmer3 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 channels available: accelerometer, magnetometer, ambient temperature, and pressure
- Automatic GSR Peak Detection
- Connect up to 6 Shimmer devices on one iMotions software license



Module - iMotions Survey (offline)

- Program and launch surveys in conjunction with, or separately from, biometric research
- Multiple choice, scale, and open-end question types, customizable with rich text, images, and color, etc.
- Save survey templates for reuse
- Results visualization and data export (Microsoft Excel)
- Cross-reference survey responses with biometric data



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 a high-quality, scientifically reliable data as either a wireless transmitter
- Free from wired constraints, small size and lightweight (28g) design



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.



Support and Upgrade

- Support and upgrade is included within this quote. More information about support and upgrade is shown within the section below. Please see the Price Summary for specific information.

Discount

- Discount has been offered as part of the proposed solution. The amount is shown within the pricing summary.

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.

Onboarding

Complimentary and customized training ensures your team is up and running quickly and efficiently.

Learn step-by-step how to use the iMotions Lab Platform, including:

- Setting up a biometric research lab
- Setting up the software
- Designing studies
- Carrying out experiments
- Analyzing data
- Building a research report



Onboarding is guided by a dedicated iMotions Product Specialist with extensive experience in biometric research. The Product Specialist will lead you through phone-based and online training at a pace that's right for you.

Price Summary

iMotions Software	Price	Quantity	Total price	Note
iMotions Software CORE - Design, Data Collection, and Analysis	██████	1	€ ██████	
Module - Screen-Based Eye Tracking - Basic	██████	1	€ ██████	
Module - Affectiva Research	██████	1	██████	
Module - Shimmer GSR Advanced	██████	1	██████	
Module - iMotions Survey (offline)	██████	1	██████	
Subtotal			██████	

Hardware	Price	Quantity	Total price	Note
Shimmer 3 GSR Kit	██████	1	██████	
Subtotal			██████	

Miscellaneous	Price	Quantity	Total price	Note
Shipping and Handling	██████	1	██████	
Support and Upgrade	██████	1	██████	
Discount	██████	1	██████	
Subtotal			██████	

Grand Total				€18,300
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Price Summary (continued)

Please check that the following details are correct.

Created: November 28, 2017
Expires: December 22, 2017
Quote number: 00013812

Contact name: Denis Šefara

Account name: Univerzita Hradec Králové

Bill to: Univerzita Hradec Králové
Rokitanskeho 62
Hradec Kralove
500 03
Czech Republic

Ship to: Denis Šefara
Faculty of Informatics and
Management
Rokitanskeho 62
Hradec Kralove
500 03
Czech Republic

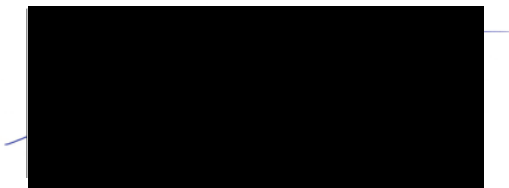
Delivery SW will be delivered via email upon receipt of signed agreement. HW will be delivered in approx. 2-3 weeks.

Special payment terms Net 30 days.

Other terms Support and upgrade for this purchase will be invoiced annually at [REDACTED].
Support and upgrade is included and valid until December 31, 2019.

Signature

Vendor: iMotions
Signature:



Representative: Peter Hartzbech
Title: CEO

Account name: Univerzita Hradec Králové
Signature:

Representative:
Title:

Appendix

APPENDIX 1

1. GENERAL TERMS

1.1 Payment Terms. Client agrees to pay iMotions the amount set forth in Section 4 of General Terms according to the payment terms specified in Section 4, unless otherwise specified in the Special Payment Terms on the Cover Sheet of this proposal. Client will be responsible for the payment of any taxes arising out of this Agreement including without limitation value added tax.

1.2 Late Payment. If Client fails to make any payments when due, iMotions will charge a fee of USD 50 per reminder until paid in full and payment /or suspend performance. iMotions will resume performance within a reasonable period of time after payment is received.

1.3 Assignment. Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns.

1.4 No Waiver. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

1.5 Universities and other academic institutions. Universities and other academic institutions acquire systems – software and hardware – at special discounted rates. These systems may only be used to conduct non-commercial research. If there is a need to conduct commercial research please contact iMotions to upgrade the license to a commercial license.

2. TERMINATION

2.1 Termination. If a party believes that the other party has failed to perform a material obligation under this Agreement (a "Breach"), then that party may provide written notice to the breaching party describing the Breach in reasonable detail and referencing this Section

2.1. If the breaching party does not cure the Breach within thirty (30) days after receiving such notice, then the non-breaching party may terminate this Agreement for cause by providing written notice to the breaching party. If Client breaches the restrictions imposed under the EULA, iMotions may, without affecting any other rights and remedies iMotions may have, terminate this Agreement immediately upon written notice to Client. Termination of this Agreement is in addition to, and not in lieu of, other remedies available to the terminating party under this Agreement. No termination of this Agreement will relieve Client of its payment obligations According to the Cover Page.

3. LAW AND DISPUTES

3.1 Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through the informal means described in this Section 3.1. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under this Agreement. The representatives will furnish to each other relevant non-privileged information related to the dispute. The representatives will undertake to resolve the dispute without the necessity of any formal proceeding. Formal proceedings may not be commenced until the earlier of:

- (i) the representatives conclude that resolution through continued negotiation is unlikely; or
- (ii) thirty (30) calendar days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may commence formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

3.2 Limitation of Actions. No proceeding, regardless of form, arising out of or related to this Agreement may be brought by either party more than two (2) years after the accrual of the cause of action, except that proceedings for non-payment may be brought up to two (2) years after the date the last payment was due.

3.3 Governing Law. This Agreement will be governed by the laws of Delaware, USA.

4.0 PAYMENT TERMS

4.1 Unless specified in the "Special Payment Terms" section of this document above, payment is due 14 days after invoice date.

4.2 Support and Upgrade is invoiced annually after first year, the first period begin date being the date of the receipt of this signed instrument or a purchase order from Buyer.

SOFTWARE

1. SOFTWARE LICENSE

1.1 License. iMotions hereby grants to Client a non-assignable, nonexclusive, non-transferable license to use the software and the add on modules described on the Cover Page (the "Software") in accordance with the end user license agreement (the "EULA") provided with the Software. All terms and conditions of this Agreement and the EULA are material terms of the license granted to Client. Academic customers receive academic discount and therefore the license cannot be applied for commercial research without being upgraded to a commercial license.

1.2 Support and Upgrade. Support includes, phone and web based application support according to iMotions Support policy, and access to extranet. Upgrade includes free upgrades to the Software, which enhance or improve the functionality of the preceding version of the Software.

1.3 Ownership. iMotions retains all intellectual property rights, title and interest in and to the Software provided under this Agreement. Neither this Agreement nor the EULA conveys to Client title or ownership of the Software, but only a right of use in accordance with this Agreement and the EULA.

1.4 Validity of licence. The Software Licence is valid provided however that

- (i) Support & Upgrade is current,
- (ii) the most current Software release is installed within 6 months after notice to Client of availability of the release, and
- (iii) that invoices are paid for on due dates.

2. REJECTION OF LICENSE TERMS

2.1 Client acknowledges that it must agree to the terms of the EULA to complete the installation of the Software. If Client does not wish to accept the terms of the EULA, Client may refuse to accept the terms of the EULA prior to or during the installation process and return the unused Software to iMotions for a full refund. Once Client has installed the Software and accepted the EULA, the right to return the Software under this Section 2 expires and may not be exercised. No warranty is provided for the Software under this Agreement. The warranty for the Software is solely as set forth in the EULA.

HARDWARE

1. PURCHASE OR RENTAL OF HARDWARE

1.1 Hardware. iMotions will deliver the Hardware described on the Cover Page (the "Hardware") to Client at the location(s) set forth on the Cover Page (the "Location(s)").

1.2 Installation. Client is responsible for installation of the Hardware. iMotions will provide written instructions for installing the Hardware. Client is solely responsible for installation of the requisite electrical power lines. iMotions does not provide electrical service, and will not be responsible for the inspection of such electrical installation.

1.3 Ownership.

1.3.1 If Client purchases Hardware from iMotions, title to and ownership of the Hardware transfers to Client when the applicable charges for the Hardware and delivery as specified on the Cover Page are paid in full.

1.3.2 If Client rents Hardware from iMotions, title to and ownership of the Hardware remains with iMotions at all times. If any Hardware that Client has rented from iMotions is lost, damaged or destroyed, Client agrees to pay iMotions the then-current list price for the Hardware. Rental payments are not refundable.

1.3.2.1 Client shall return rented Hardware at its own expense for receipt by iMotions on or before end date described on the Cover Page.

2. LIMITED WARRANTY; REMEDIES FOR BREACH OF WARRANTY

2.1 Warranties. iMotions warrants that, for a period of ninety (90) days commencing on the date the Hardware is delivered, the Hardware will be free from defects in materials and workmanship. The warranty period specified in this Section 2.1 could be considered a deviation from default warranty periods that may be applicable under law or commercial practice where contractual provisions do not specify a warranty period. Client acknowledges that the warranty period specified above is a material commercial term of this Agreement and that the fees charged by iMotions would have been materially different if the warranty period had been longer.

2.2 Remedy. If Client believes there has been a breach of warranty under Section 2.1, Client shall notify iMotions in writing within the warranty period stating the alleged breach in sufficient detail to enable iMotions to recreate it. If there has been a breach of warranty, then iMotions' sole obligation, and Client's exclusive remedy, will be for iMotions to correct it at no additional charge. If iMotions is unable to correct a breach of warranty after repeated efforts, Client will also be entitled to an equitable adjustment in iMotions' charges for the Hardware to reflect any reduction in its value as a result of the uncorrected breach of warranty.

2.3 Exclusions. iMotions is not responsible for any claimed breaches of the foregoing warranty caused by:

- (i) modifications made to the Hardware by anyone other than iMotions;
- (ii) the combination, operation or use of the Hardware with other items iMotions did not supply;
- (iii) Client's failure to use any new or corrected versions of the Hardware made available by iMotions; or
- (iv) iMotions' adherence to Client's specifications or instructions.

2.4 DISCLAIMER. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.