

TD Talk 2.3 License Agreement

End-user license agreement (EULA)

TD Talk

Important - Read carefully before using this product.

This is a legal agreement between you (either an individual or an entity) and Tobii Dynavox AB, organization no 556914-7563, with its registered office at Karlsrovägen 2D, SE-182 53 Danderyd, Sweden. If you do not agree to the terms of this Agreement, promptly return the Product in full to the place you obtained them. The Software is licensed. In order to use the Product, you must first agree to this Agreement.

Grant of license:

This license agreement permits you to use one copy of the Software on up to three unique computers; for multi-user cases, see the package bundling price lists and marketing material for the number of concurrent devices allowed with multi-user licences. The Software may only be used in combination with Tobii eye tracking hardware ("Hardware"). Together, Hardware and Software are denoted "Product."

License terms:

By using the Product, you accept the following terms:

- a. You agree that Tobii Dynavox AB own all legal rights, title and interest in and to the Software, including any related Intellectual Property Rights. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Tobii Dynavox AB reserves all rights not expressly granted;
- b. You accept that no ownership rights of the Software may be transferred;
- c. You may not copy (except for backup purposes), sell, redistribute, pledge, sublicense, loan, rent, modify, adapt, decompile, reverse engineer, disassemble, or create derivative works of the Software or any part of the Software, or combine/bundle any part of the Software with other software, or distribute any software or device incorporating a part of the Software;
- d. You may not remove any of Tobii Dynavox's trademarks, trade names, logos, patent or copyright notices or markings from the Product;
- e. You may 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 Tobii Dynavox AB with detailed information regarding any such activity;

f. You may not make public any results of benchmark tests run on the Product.

General Legal Terms:

This Agreement shall be governed by the laws of Sweden without regard to its conflict of law's provisions. Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm. Notwithstanding this, you agree that Tobii Dynavox shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

18 November 2016

TOBII EYE TRACKING CORE SW END-USER LICENSE AGREEMENT (LIMITED USE):

Tobii Dynavox AB (reg. No. 556914-7563.), with its registered office at Karlsrovägen 2D, SE-182 53, Danderyd, Sweden, ("Tobii Dynavox") grant you the licensee, to use the Tobii Eye Tracking Core Software including Tobii Interaction Config, Tobii Interaction Engine, Tobii Stream Engine, Tobii Aware, Tobii EyeCore™, Tobii Service, Tobii Eye Tracking Tray, Tobii Interaction Settings UI, Tobii IFrameProvider, Tobii Face Authentication for Windows Hello, any Tobii device drivers 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 Eye Tracking Core SW including any copy (but without prejudice to clause 2.3 below). In this Agreement, the term "Software" means Tobii Eye Tracking Core Software, including Tobii Interaction Config, Tobii Interaction Engine, Tobii Stream Engine, Tobii Aware, Tobii EyeCore™, Tobii Service, Tobii Eye Tracking Tray, Tobii Interaction Settings UI, Tobii IFrameProvider, Tobii Face Authentication for Windows Hello, any Tobii device drivers 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 DOWNLOADING AND INSTALLING ANY SOFTWARE FROM TOBII DYNAVOX, 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 Dynavox 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 Dynavox AB 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 Dynavox AB.

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 Dynavox 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 Dynavox'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. USAGE DATA TO ENHANCE USER EXPERIENCE:

We strive to continuously enhance the user experience by collecting anonymous usage data and use that as basis for improvements. If you participate, the data will be transmitted securely, recorded and stored anonymously to be identifiable only by random tokens. We might collect anonymous usage data such as (i) Software usage (e.g., feature usage) (ii) data on interactions with third party applications (e.g., gaze interaction on the desktop), and (iii) general system-related information (e.g., CPU, memory).

In any case we might perform online license- and update checks as well as basic error reporting where we might transmit essential system information (e.g., platform architecture) and anonymized identifiers over a secure channel.

We will never use any of this information to breach your privacy or for marketing purposes.

By accepting this End-User License Agreement you also accept that we might process your usage data in accordance with the above. If you don't accept that we might process your usage data you can change that in the "Settings".

On certain occasions you may explicitly join a special program related to the Software (e.g., upon enrolling in an insider, beta or early access program) which might be covered by different usage statistics and communication policies.

4. 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 Dynavox AB all copies of the Documentation.

5. NO SUPPLIER WARRANTIES OR HIGH RISK USE:

5.1 To the extent allowed under compulsory law, the Software is supplied to you "as is". Tobii Dynavox AB 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:

5.1.1 Tobii Dynavox AB does not warrant that the functions of the Software will meet your requirements; and

5.1.2 although Tobii Dynavox AB has used reasonable efforts to minimize defects or errors in the Software, Tobii Dynavox does not warrant that software operations will be error-free or uninterrupted.

5.2 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 Dynavox AB disclaims any such responsibility.

6. LIMITATIONS OF LIABILITY:

6.1 Tobii Dynavox'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 Software and/or the Device.

6.2 In no circumstances is Tobii Dynavox AB 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.

6.3 This clause 6 survives termination of the license granted to you or termination of this Agreement for any reason.

7. GOVERNING LAW AND DISPUTE RESOLUTION:

7.1 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 THE TERMS OF THIS AGREEMENT.