



PURPLE GAZE

## Foxie Eye Tracker Pre-Order Agreement

### Terms & Conditions

**Documentation.** Your Foxie Eye Tracker Pre-Order Agreement (the “Agreement”) is made up of the following documents:

1. **Eye Tracker Configuration:** The Eye Tracker Configuration will be confirmed with you at a later date. It will describe the Eye Tracker that you configure, including pricing (excluding taxes and shipping fees).
2. **Final Price Sheet:** The Final Price Sheet will be provided to you as your delivery date nears. It will include final pricing based on your Eye Tracker Configuration and will include taxes and shipping fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your pre-order and make your Pre-Order Payment (the “Pre-Order Date”).

**Agreement to Purchase.** You agree to pre-order Foxie Eye Tracker (the “Eye Tracker”) and by taking delivery, completing the transaction when the Eye Tracker is ready for delivery from Purple Gaze, Inc. or its affiliate (“we,” “us” or “our”), pursuant to the terms and conditions of this Agreement. Your Eye Tracker is priced and configured based on features and options available at the time of order and you can confirm availability with a Purple Gaze representative. Options, features or hardware released after you place your order may not be included in or available for your Eye Tracker.

**Pre-Order Price, Shipping and Taxes.** The pre-order price of the Eye Tracker will be confirmed in your Eye Tracker Configuration and Final Price Sheet. As you have not completed the configuration of your Eye Tracker, any pre-order price provided to you in advance of the Final Price Sheet is only being offered to you as an estimate and is subject to change. Any pre-order price listed in the Eye Tracker Configuration will not include shipping to the place of delivery, taxes and official or government fees. Purple Gaze will coordinate the shipping of the Eye Tracker to you via a third-party common carrier. The carrier will insure your Eye Tracker while in transit and you will be the beneficiary of any claims for damage to the Eye Tracker or losses occurring while the Eye Tracker is in the possession of a common carrier. Because these taxes and fees are constantly changing and will depend on many factors, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying for shipping and taxes.

**Pre-Order Process; Cancellation; Changes.** After you submit your completed pre-order and the options you selected become available in production, we will invite you to complete the configuration of your Eye Tracker. We will then issue you the Eye Tracker Configuration and Final Price Sheet based on the base price of the model and any options included or that you select. Your Pre-Order Payment covers the cost of these activities and other processing costs and is not a deposit for the Eye Tracker.

**Until your Eye Tracker is delivered to you, you may cancel your pre-order at any time, in which case you will receive a full refund of your Pre-Order Payment. Until your final configuration is matched to a Eye Tracker, you may make changes to your Eye Tracker Configuration.** If you make changes to the configuration of the Eye Tracker, you may be subject to potential price increases for any pricing adjustments made since your original Pre-Order Date. Any changes made by you to your Eye Tracker Configuration, including changes to the delivery location or estimated delivery date, will be reflected in a subsequent Eye Tracker Configuration that will form part of this Agreement. When you take delivery of the Eye Tracker, we will provide a credit to the final pre-order price of your Eye Tracker equivalent to the amount of the Pre-Order Payment you paid. This Pre-Order Payment and this Agreement are not made or entered into in anticipation of or pending any conditional sale contract.

You understand that Purple Gaze may not have completed the development of Foxie or begun manufacturing Foxie at the time you entered into this Agreement and so we do not guarantee when your Eye Tracker will actually be delivered. Your actual delivery date is dependent on many factors, including your Eye Tracker's configuration and manufacturing availability. To secure your final payment and performance under the terms of this Agreement, we will retain a security interest in the Eye Tracker and all proceeds therefrom until your obligations have been fulfilled.