Pico interactive inc–SDK许可条款 / PICO INTERACTIVE INC – SDK LICENSE TERMS

Pico interactive inc–SDK许可条款

贵方（下称"您或您的"）和Pico Interactive，Inc.（下称"Pico"）之间就您使用Pico软件开发工具包以及Pico提供的任何相关文档、软件代码或其他材料（在本协议中统称为"SDK"）达成许可条款。

SDK由Pico提供，以支持和协助开发人员能够为Pico平台构建软件应用程序。

在安装、访问或以其他方式使用SDK时，表明您接受本许可协议的条款，并同意在使用过程中传输某些计算机信息以及基于互联网的服务。如果您不同意本许可协议的条款，请勿安装、访问或使用SDK。

1. 安装。 您可以在您的设备上安装和使用SDK来设计、开发和测试您的程序。每份SDK必须确保完整，其包括所有版权和商标声明。您必须要求最终用户同意像保护此类许可条款一样尽力保护SDK的使用条款。

2. 使用。 您仅可以使用SDK用于创建"已授权的应用程序"，因此本许可涉及采用目标代码形式的应用程序，例如基于客户端的应用程序，设计用于在Pico硬件设备上运行。您无权在第三方设备上预安装或嵌入使用SDK创建的应用程序。您不得出租、租赁或借出您在SDK中的任何权利或访问Pico服务的权限。您可以复制SDK，前提是您只复制完整副本，包括但不限于Pico在SDK中包含的所有"自述"文件、版权声明和其他法律声明和条款，并且不得分发您制作的任何SDK副本。

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3.1. 绕过SDK中的任何技术限制；

3.2. 反向工程、反编译或反汇编SDK，除非适用法律明确允许（尽管存在此限制）；

3.3. 制作本许可中规定或允许数量以外的更多SDK副本，除非适用法律明确允许（尽管有此限制）；

3.4. 发布SDK供其他人复制。

4. 服务使用。 由现行TOUs控制您使用Pico服务的情况，详情请访问http://Pico interactive/tos。如果在本协议项下授予您使用Pico服务（受适用TOU管控）的任何SDK权利，则将在您遵守适用TOU的情况下授予此类SDK权利。

5. 出口限制。 SDK受中国出口法律和法规的约束。您必须遵守所有中国和国际出口法律和法规，其中包括对目的地、最终用户和最终用途的限制。

6. 支持。 Pico无义务为SDK或Pico服务向您提供任何技术或其他支持（"支持服务"）。但是，如果Pico选择向您提供任何支持服务，则您对此类支持服务的使用将受现行Pico政策的约束。关于您向Pico提供与支持服务有关的任何技术或其他信息，您同意Pico有权将此类信息用于其业务目的，包括用于产品支持和开发。Pico不会以个人身份的形式使用此类信息。

7. 费用。 Pico可以将来选择就SDK和/或服务使用收取费用。如果Pico自行决定为此类使用确定费用和付款条款，Pico将按照下文第10节的规定提供此类条款的通知，您可以选择停止使用SDK和/或服务，避免产生费用。

8. 终止。 Pico保留根据其自行决定随时停止提供SDK和Pico服务或修改SDK和Pico服务的权利。如果您在任何时候对SDK或Pico服务有任何不满意，停止使用此类服务是唯一的补救措施。不管本许可中有任何相反规定，Pico可以根据其自行决定随时要求您或任何最终用户终止或暂停对SDK和Pico服务的访问。如果您违反本许可，则终止许可和/或提供损害赔偿金可能并不是充分的补救措施，并且Pico有权获得主管法院认为适当的禁令或衡平法补救措施，且不免除任何其他权利或补救措施。在本许可终止或任何SDK或Pico服务的提供中止之后，第8、9、11、13和14节以及任何其他合理视为在此类事件后继续有效的条款将存续。

9. 保留权利。 除本许可中明确授予的许可外，Pico及其供应商保留对SDK、Pico服务以及其中所有知识产权的所有权利、所有权和权益。您无权更改、修改、复制、编辑、格式化、创建本许可项下提供的任何材料、内容或技术的衍生作品，或以其他方式使用本许可项下提供的任何材料、内容或技术，除非本许可做出明确规定或经Pico事先书面批准。

10. 修改；通知。 如果我方变更合同，我方会在变更生效前通知您。如果您不同意此类变更，则必须在变更生效之前取消并停止使用SDK和Pico服务。如果您未停止使用SDK或Pico服务，那么构成您在变更合同下对SDK或Pico服务的继续使用。Pico可以自行选择通过在http://Pico interactive/developers的任何部分发布消息，或通过电子邮件发送到您提供给Pico的任何电子邮件地址方式发布消息。

11. 管控法律。 如果您在中国获得了SDK，则本许可的解释受中国法律管控，并适用于违反本许可的索赔，不考虑法律冲突原则。您所有其他索赔受中国的法律管控，包括根据消费者保护法、不正当竞争法和侵权法提出的索赔。如果您已在任何其他国家/地区获得SDK，则该国家/地区法律适用。12. 法律效力。 本协议描述了某些法律权利。根据您国家/地区的法律，您可享有该部分权利。如果您国家/地区法律不允许，则本协议不会因您所在国家/地区的法律赋予您相应的权利。

13. 不做出保证。 SDK按"原样"许可。您需承担使用SDK的风险。Pico不作出任何明示或暗示性担保、保证或条件。根据当地法律，您可能拥有本协议无法更改的其他消费者权利。在您当地法律允许的范围内，Pico不做出关于适销性、特定用途适用性和非侵权性的暗示性保证。

14. 补救和损害的限制与例外。 Pico及其供应商根据本协议承担直接损害赔偿最高为100.00美元。任何情况下，Pico公司都不会对因SDK或支持服务（如有）或本协议而产生或在任何其他方面与其相关的损失（包含重大损失、利润损失、特殊损失、间接损失或附带其他损失）负责，您亦不能追讨。此限制适用于：

14.1. 任何与SDK、Pico服务、第三方互联网站点或第三方程序相关的内容（包括代码）；

14.2. 在适用法律允许的范围内，对违约、违反担保、保证或条件、严格责任、疏忽或其他侵权行为提出索赔。

15. 眼动追踪 眼动追踪技术如果您要开发有关眼动追踪技术的内容，您应该遵循以下内容：

15.1. 在获取和传输眼动追踪技术之前，应确保获得最终用户的批准。

15.2. 向最终用户提供手册，说明存储和传输眼动追踪技术的目的，并声明此类数据不会用于其他目的。

15.3. 通知最终用户您应用程序开始存储和传输眼动追踪技术日期的时间。

15.4. 向最终用户告知他们为什么需要您批准眼动追踪技术数据存储和传输的原因，以及在使用和分析数据后您将获得什么。

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2. Use. You may use the SDK solely for the purpose of creating "Authorized Applications" which for the purpose of this license are applications, such as client-based applications, in object code form that are designed to run on Pico hardware devices. You are not authorized to pre-install or embed applications created using this SDK on third-party devices. You may not rent, lease or lend any of Your rights in the SDK or access to the Pico Services. You may reproduce the SDK, provided that You reproduce only complete copies, including without limitation all "read me" files, copyright notices, and other legal notices and terms that Pico has included in the SDK, and provided that You may not distribute any copy You make of the SDK.

3. Scope of License. The SDK is licensed, not sold. This license only gives You some rights to use the SDK. Pico reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use the SDK only as expressly permitted in this license. In doing so, You must comply with any technical limitations in the SDK that only allow You to use it in certain ways. You may not:

3.1. work around any technical limitations in the SDK;

3.2. reverse engineer, decompile or disassemble the SDK, except and only to the extent that applicable law expressly permits, despite this limitation;

3.3. make more copies of the SDK than specified in this license or allowed by, except and only to the extent applicable law expressly permits, despite this limitation; or

3.4. publish the SDK for others to copy.

4. Use of the services. Your use of the Pico Services is governed by the then-current TOUs which can be found on: http://pico-interactive/tos. If any SDK for which You are granted rights hereunder make use of the Pico Services (as governed by the applicable TOU), then those SDK rights are granted subject to your compliance with the applicable TOU.

5. EXPORT RESTRICTIONS. THE SDK IS SUBJECT TO UNITED STATES EXPORT LAWS AND REGdlATIONS. YOU MUST COMPLY WITH ALL UNITED STATES, AND INTERNATIONAL EXPORT LAWS AND REGdlATIONS, WHICH INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE.

6. Support. Pico is not obligated to provide any technical or other support ("Support Services") for the SDK or Pico Services to You. However, if Pico chooses to provide any Support Services to You, Your use of such Support Services will be governed by then-current Pico policies. With respect to any technical or other information You provide to Pico in connection with the Support Services, You agree that Pico has an unrestricted right to use such information for its business purposes, including for product support and development. Pico will not use such information in a form that personally identifies You.

7. Fees. Pico may choose in the future to charge for use of the SDK and/or Services. If Pico in its sole discretion chooses to establish fees and payment terms for such use, Pico will provide notice of such terms as provided in Section 10 below, and You may elect to stop using the SDK and/or Services rather than incurring fees.

8. Termination. Pico reserves the right to discontinue offering the SDK and Pico Services or to modify the SDK and Pico Services at any time in its sole discretion. If You are dissatisfied with any aspect of the SDK or Pico Services at any time, Your sole and exclusive remedy is to cease using them. Notwithstanding anything contained in the license to the contrary, Pico may also, in its sole discretion, terminate or suspend access to the SDK and Pico Services to You or any end user at any time. You acknowledge that termination and/or monetary damages may not be a sufficient remedy if You breach this license and that Pico will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach. Sections 8, 9, 11, 13 and 14 will survive termination of this license or any discontinuation of the offering of the SDK or Pico Services, along with any other provisions that wodld reasonably be deemed to survive such events.

9. Reservation of Rights. Except for the licenses expressly granted under this license, Pico and its suppliers retain all right, title and interest in and to the SDK, Pico Services, and all intellectual property rights therein. You are not authorized to alter, modify, copy, edit, format, create derivative works of or otherwise use any materials, content or technology provided under this license except as explicitly provided in this license or approved in advance in writing by Pico.

10. Modifications; Notices. If we change this contract, then we will give you notice before the change is in force. If you do not agree to these changes, then you must cancel and stop using the SDK and Pico Services before the changes are in force. If you do not stop using the SDK or Pico Services, then your use of the SDK or Pico Services will continue under the changed contract. Pico may give notices to You, at Pico's option, by posting on any portion of http://pico-interactive/developers or by electronic mail to any e-mail address provided by You to Pico.

11. Governing Law. If You acquired the SDK in the United States, California state law governs the interpretation of this license and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where You live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort. If you acquired the SDK in any other country, the laws of that country apply.

12. Legal Effect. This agreement describes certain legal rights. You may have other rights under the laws of Your country. This agreement does not change Your rights under the laws of Your country if the laws of Your country do not permit it to do so.

13. Disclaimer of Warranty. The SDK is licensed "as-is." You bear the risk of using it. Pico gives no express or implied warranties, guarantees or conditions. You may have additional consumer rights under Your local laws which this agreement cannot change. To the extent permitted under Your local laws, Pico excludes the implied warranties of merchantability, fitness for a particdlar purpose and non-infringement.

14. Limitation and Exclusion of Remedies and Damages. You can recover from Pico and its suppliers only direct damages up to U.S. $100.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to14.1. anything related to the SDK, Pico Services, content (including code) on third party Internet sites, or third party programs; and 14.2. claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

15. Eyetracking. If you are going to develop the contents regarding eye tracking, you should follow

15.1. before get and transfer the eye tracking data, you should make sure that you get the approval of end users.

15.2. offer manual to end users to clarify the purpose to store and transfer eye tracking data, and declare that these data won't be used for another purposes.

15.3. inform the end users the time when your applications start to store and transfer eye tracking date.

15.4. inform end users why they need to approve the storage and transfer of eye tracking data, and what you will obtain after the usage and analysis of the data.

It applies even if Pico knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to You because Your country may not allow the exclusion or limitation of incidental, consequential or other damages.