



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 official or government 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 Tracking Configuration and will include taxes and official or governmental 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 the Eye Tracker (the “Eye Tracker”) that you configured when you made your Pre-Order Payment 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, Taxes and Official Fees.** The pre-order price of the Eye Tracker will be confirmed in your Eye Tracker Configuration and Final Price Sheet. As you may have only configured part 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 taxes and official or government fees, which could amount to up to 10% or more of the Eye Tracker pre-order price. Because these taxes and fees are constantly changing and will depend on many factors, such as where you register the Eye Tracker, they will be calculated closer to the time of delivery and indicated on your Final Price Sheet. You are responsible for paying these additional taxes and fees. If you present a check for any payment, we may process the payment as a normal check transaction, or we may use information from your check to make a one-time electronic fund transfer from your account, in which case your bank account will reflect this transaction as an Electronic Fund Transfer.

**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.

**Delivery.** If you are picking up your Eye Tracker in a state where we are licensed to sell the Eye Tracker, we will notify you of when we expect your Eye Tracker to be ready for delivery at your local Purple Gaze Delivery Center, or other location as we may agree to. You agree to schedule and take delivery of your Eye Tracker within one week of this date. If you are unable to take delivery within the specified period, your Eye Tracker may be made available for sale to other customers.

If you wish to pick up your Eye Tracker in a state where we are not licensed to sell the Eye Tracker, or if you and Purple Gaze otherwise agree, Purple Gaze will, on your behalf, coordinate the shipment of your Eye Tracker to you from our factory in California or another state where we are licensed to sell the Eye Tracker. In such a case, you agree that this is a shipment contract under which Purple Gaze will coordinate the shipping of the Eye Tracker to you via a third-party common carrier. You agree that delivery of the Eye Tracker, including the transfer of title and risk of loss to you, will occur at the time your Eye Tracker is loaded onto the common carrier's transport (i.e., FOB shipping point). 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.

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.

**Privacy Policy; Payment Terms for Services; Supercharger Fair Use Policy** Purple Gaze's Customer Privacy Policy; Payment Terms for Services and Supercharger Fair Use Policy are incorporated into this Agreement and can be viewed at [www.purplegaze.io/about/legal](http://www.purplegaze.io/about/legal).