Welcome
1. Welcome

The myGaze® Assistive System consists of myGaze® EyeMouse Power and myGaze® n Assistive Eye Tracker, both developed by Visual Interaction GmbH. With a few easy steps, this system can be setup and running to assist users with varying abilities to interact with Windows-based applications using only their eye gaze.

In this User Guide you will find a description of the system and procedures to install and configure myGaze® EyeMouse Power.

myGaze® is documented in the myGaze® User Manual.

For more information as well as access to additional support information and downloads, visit the myGaze website at www.mygaze.com

Document Information

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myGaze® EyeMouse Power Software Version: 1.2

Copyright © 2017 Visual Interaction (VI). All other product names are copyright of their respective owners.

See License Agreement and Warranty for rights and responsibilities of the use of this product.

Please read this manual carefully to ensure best results when working with myGaze® EyeMouse Power.
1.1 Contacting Visual Interaction GmbH

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Please also visit our homepage: www.mygaze.com.
# 1.2 System Requirements

To achieve the best performance with myGaze® and myGaze® EyeMouse Power, we recommend that your PC or Laptop have the following minimum system requirements:

<table>
<thead>
<tr>
<th>System Item</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating System</td>
<td>Microsoft® Windows® 7, Windows® 8, 8.1, Windows® 10</td>
</tr>
<tr>
<td></td>
<td>![Warning] Microsoft® Windows® XP is not supported.</td>
</tr>
<tr>
<td>CPU</td>
<td>Intel® i5 2.6 GHz CPU or faster</td>
</tr>
<tr>
<td>RAM</td>
<td>2GB RAM</td>
</tr>
<tr>
<td>Microsoft DirectX</td>
<td>Version 9.0c or later</td>
</tr>
<tr>
<td></td>
<td>![Info] This is installed by default in Windows. If necessary, check Microsoft Support to learn how to determine version.</td>
</tr>
<tr>
<td>USB</td>
<td>USB 3.0 only</td>
</tr>
</tbody>
</table>

For more information see the *myGaze™ User Guide*. 
1.3 Required Software

Ensure that you have downloaded the latest myGaze® EyeMouse Power installer from the [www.mygaze.com](http://www.mygaze.com) website. This installer is required to install the myGaze® EyeMouse Power application and to run the myGaze® EyeMouse Eye Tracker.

The installer filename is `myGaze EyeMouse Power.msi`. 
1.4 Document Conventions

The following document conventions are used in this manual:

*Italic* Indicates filenames and file extensions.

**Bold** Used for user interface buttons, selections, checkboxes and application windows and screen names.

*Underlined* In the PDF and Online Help version of this manual, indicates references to a related topic in this manual or to internet addresses. In the printed version, page numbers are provided for references. It also refers to product names and additional documentation.

ardi icon which provides additional information.

Warning icon to pay careful attention to the information.

Reference icon to a related topic. In the printed version, page numbers are shown next to topic title.
Chapter 2

About myGaze® Assistive
2. About myGaze® Assistive

myGaze® Assistive consists of a software component, myGaze® EyeMouse Power, and a hardware component, myGaze® n Assistive Eye Tracker. This section provides a brief overview of both components of the system.

2.1 About myGaze® EyeMouse Power

myGaze® EyeMouse Power gives users complete control on their PC to access and control Windows-based programs using only their eye gaze. With myGaze® EyeMouse Power, tasks such as launching applications with a "double-click", selecting menu items with a "single-click" or "typing" using an on-screen keyboard can be easily performed.

myGaze® EyeMouse Power works with the myGaze® n Assistive Eye Tracker that is connected to the user's PC, Laptop or Tablet via USB 3.0.

myGaze® EyeMouse Power Features

myGaze® EyeMouse Power is visible with the Command Bar aside the screen.

The following figure shows a typical Windows 10 screen with myGaze® EyeMouse Power running. The Command Bar is shown at one side of the screen with the available actions.
The Command Bar offers the following options:

- A - Gaze status control (green points indicate accurate tracking)
- B - Power Zoom
- C - Single Click
- D - Double Click
- E - Right Click
- F - Drag & Drop
- G - Scroll
- H - Keyboard
- I - Configuration Menu

**Physical Mouse and myGaze® EyeMouse Power Priority**

The mouse takes precedence over myGaze® EyeMouse Power. When a mouse is used, it takes control over the cursor. After four seconds of inactivity, control returns to myGaze® EyeMouse Power. This feature is important in student-caregiver interactions.

**Further Information**

- For installation instructions, see [Installing myGaze® EyeMouse Power](#).
- For configuration instructions, see [Configuring myGaze® EyeMouse Power](#).
- For usage instructions, see [Using myGaze® EyeMouse Power](#).
2.2 About myGaze® n Assistive Eye Tracker

Complete details of the installation and use of the myGaze® n Assistive Eye Tracker are available in the myGaze® User Manual.

As of version 1.2 it is possible to use EyeMouse Power with the myGaze Assistive 2 eye tracker. Details of how to setup the device can be found in the EyeMouse Play manual.

The myGaze® n Assistive Eye Tracker and the required components are delivered in a sturdy box to protect them during shipping. The following section shows the myGaze eye tracking device components that arrive inside the product packaging box.

myGaze Assistive Eye Tracker completed setup
The following table lists all the components provided with the myGaze® n Assistive Eye Tracker.

<table>
<thead>
<tr>
<th>CODE</th>
<th>Component</th>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>myGaze® n Assistive Eye Tracker</td>
<td>1</td>
<td>Sophisticated electronic device with sensitive cameras. Handle with care.</td>
</tr>
<tr>
<td>B</td>
<td>USB 3.0 Cable</td>
<td>1</td>
<td>Cable to connect myGaze® n Assistive Eye Tracker to a USB 3.0 port on a Laptop or Desktop.</td>
</tr>
<tr>
<td>C</td>
<td>20° Angle Bracket with magnet</td>
<td>1</td>
<td>Custom bracket for attaching the myGaze® n Assistive Eye Tracker at the hinge area of a Laptop or on top of Desktop Monitor lower frame.</td>
</tr>
<tr>
<td>D</td>
<td>Metal plates</td>
<td>2</td>
<td>Metal plate with sticky tape on one side is provided for the Angle Bracket (C) either as replacement or to mount myGaze® n Assistive Eye Tracker on other computers.</td>
</tr>
<tr>
<td>E</td>
<td>Microfibre cleaning cloth</td>
<td>1</td>
<td>Used to clean the front of the myGaze® n Assistive Eye Tracker.</td>
</tr>
</tbody>
</table>

### 2.2.1 Optimal User Conditions

The myGaze® n Assistive Eye Tracker is an optical camera system based on infrared technology. Therefore, to ensure the myGaze Eye Tracking
Device

is operated under optimal conditions, we provide the following recommendations:

- The user should sit at a distance of between 40cm and 95cm (15.7 inches and 37.4 inches) from the Desktop PC Monitor or Laptop screen.

- Minimize any interference from direct sunlight on the myGaze® n Assistive Eye Tracker.

- Do not use the myGaze® n Assistive Eye Tracker in conditions where the user's pupils would dilate and contract frequently, such as bright lights switching on and off.

- Do not cover or block the myGaze® n Assistive Eye Tracker when it is powered up and is connected to the myGaze Application.

- When a user is wearing glasses, make sure the glasses are clean and free of streaks so that light does not reflect off the glasses and become visible.

- Do not use a PC Monitor larger than 27 inches.

- To avoid interruption of eye tracking sessions and support reliable results, it is advisable to follow these recommendations whenever possible. First, disable the following settings in the Windows™ Control Panel: Standby Mode, Screen Saver, Power Options.

- Second, adjust your computer as follows:

  **Display:** Set to Never turn off in the Windows™ Control Panel.

  **Sleep:** Set to Never put the computer to sleep in the Windows™ Control Panel.
<table>
<thead>
<tr>
<th><strong>Power Plan:</strong></th>
<th>Set to High Performance in the Windows™ Panel.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Control</strong></td>
<td></td>
</tr>
</tbody>
</table>

2.2.2 Safety Information Regarding Magnets

The myGaze® n Assistive Eye Tracker contains Neodymium magnets (Rare Earth magnets). This allows myGaze® n Assistive Eye Tracker to be quickly connected to the Mounting Bracket which is attached to a Monitor. However, this type of magnet is extremely strong and must, therefore, be handled with extreme care.

Handling Warnings

- Do not confuse Neodymium magnets with standard "fridge magnets". Neodymium magnets can cause injury if not used properly.

- Do not place your fingers between the two magnets while connecting the myGaze Assistive Eye Tracker to the Mounting Bracket. Two attracting magnets have enormous strength and can severely pinch your fingers if placed between the magnets while connecting the myGaze Assistive Eye Tracker.

- Do not let the myGaze Assistive Eye Tracker freely connect to the Mounting Bracket. Although Neodymium magnets have high strength, they are also very brittle and prone to cracking and chipping. If connected too quickly, or if the myGaze Assistive Eye Tracker is dropped, the magnets may shatter and scatter shards of the magnet, possibly even towards the user's eyes.

- Neodymium magnets have strong magnetic fields and likely to cause damage to magnetic media devices. Therefore, keep the myGaze Assistive Eye Tracker away from magnetic media such as hard drives, memory sticks, credit cards, magnetic I.D. cards, or other magnetic media. KEEP THE DEVICE IN THE STORAGE CASE WHEN NOT IN USE.

- Do not place metal items near the magnets on the myGaze Assistive Eye
Tracker. Metal items such as keys, knives, or tools may cause the magnet to shatter.

- Do not leave the myGaze Assistive Eye Tracker near an open flame or a heat source. Not only will the device be destroyed, but the Neodymium magnets will ignite, burn and create toxic fumes.

**Health Warnings**

- Neodymium magnets should NEVER be used near a person who uses medical aids such as a pacemaker. The magnet can cause the medical aid to malfunction. Individuals with pacemakers or internal medical devices should use caution when handling the myGaze Assistive Eye Tracker and the Mounting Bracket. Magnetic fields may affect the operation of these devices. Consult your physician and the manufacturer of your medical device to determine its susceptibility to static magnetic fields prior to handling the myGaze Assistive Eye Tracker and the Mounting Bracket. All of our magnetic products should be kept at a safe distance from individuals with these devices.

- Do not handle the myGaze Assistive Eye Tracker while eating. The metal compounds in the magnets may be toxic when ingested after handling food.

**Warnings Regarding Children and Magnets**

**NEODYMIUM MAGNETS (RARE-EARTH) MAGNETS SHOULD BE KEPT OUT OF REACH OF CHILDREN. RARE-EARTH MAGNETS ARE NOT TOYS.**

Children should not be allowed to handle or play with rare-earth magnets. Small magnets pose a choking hazard. Children and adults should not ingest magnets or place magnets in any body orifice such the ear, nose or mouth. Ingestion of magnets is very hazardous. If magnets are ingested or aspirated to the lungs, immediate medical attention is required. Swallowed magnets can stick together across intestines causing serious infections and death. Seek immediate medical attention if magnets are swallowed or inhaled. Children under 3 should not handle magnets, in any case.
Transportation

The International Air Transport Association (IATA) Dangerous Goods Regulations provide guidelines for the identification, classification, and testing of potentially hazardous materials offered for transports by air. IATA Packing Instruction 902 defines the acceptance criteria and provides packaging guidelines for magnetized material. These instructions should be consulted prior to transporting magnetic material by air. These regulations also apply to magnets built-in to products such as the myGaze Assistive Eye Tracker and the Mounting Bracket.

2.2.3 Liability

Visual Interaction GmbH (VI) does not assume liability for resultant damages to property or personal injury if the product has been misused in any way or damaged by improper use or failure to observe these operating instructions. In addition, any unauthorized modifications or repairs of the device will render the warranty null and void!

Make sure the presented visual stimuli or the environment in which you conduct your study do not harm or injure your participants. Visual Interaction GmbH (VI) is in no way responsible for the experiments you develop, execute, and analyze. Furthermore, do not offend your participant's cultural background, age or psychological condition.

2.2.4 Maintenance

To keep the myGaze® n Assistive Eye Tracker in good working order, we highly recommend that you:

- Regularly clean the shield (the front glass) of the myGaze® n Assistive Eye Tracker using the supplied microfiber cloth.

- After using the myGaze® n Assistive Eye Tracker, store it safely in the case provided.
• Do not leave the myGaze® n Assistive Eye Tracker sitting on the desk in
direct sunlight, even when not in use. Store it away.

• Keep liquids and other contaminants away from the myGaze® n
Assistive Eye Tracker.

Should the myGaze® n Assistive Eye Tracker become damaged, we highly
recommend that you:

• Immediately unplug it from the USB port.

• Do not use the myGaze® n Assistive Eye Tracker until it has been
repaired or replaced.

Do not attempt to repair the myGaze® n Assistive Eye Tracker by
yourself. There are no user-serviceable parts in the device. Servicing,
adjustment or repair should only be done by a certified distributor or by
Visual Interaction GmbH (VI).
Chapter 3

Setting Up myGaze®
EyeMouse Power
3. Setting Up myGaze® EyeMouse Power

Only a few easy steps are required to setup the myGaze® EyeMouse Power System.

1. Ensure your PC, Laptop, or Tablet meets the minimum system requirements.

   See System Requirements.

2. Mount the myGaze® n Assistive Eye Tracker on your PC.

   See Mounting the myGaze n Assistive Eye Tracker.

3. Download the latest myGaze® EyeMouse Power installer package from our website.


4. Save the installer on your PC.

   As the installer is an executable, it may be possible that your browser will prevent you from downloading the installer. Check your download settings in your browser or consult your system administrator for assistance.

5. Run the installer myGaze EyeMouse Power.msi to start the setup wizard.

6. Follow the instructions on your screen.
Mounting the myGaze® n Assistive Eye Tracker
4. Mounting the myGaze® n Assistive Eye Tracker

Before using myGaze® EyeMouse Power, the myGaze® n Assistive Eye Tracker should be mounted to your PC or Laptop and connected to a free USB 3.0 port.

Mounting of the myGaze Assistive 2 device is described in the EyeMouse Play manual.

**Attaching & Plugging step by step**

1. Peal off the cover from the back of the angle adhesive strip.
2. Place the bracket on your Laptop / PC. The angle mark needs to point upwards and be aligned with the positioning line.

3. Attach the eye tracker to the bracket knobs as shown. Make sure the myGaze logo is on the right.
4. Connect the cable to the eye tracker and to your PC via USB 3.0 port.

5. Now you are ready to calibrate and start working with EyeMouse Power.
Using myGaze® EyeMouse Power
5. Using myGaze® EyeMouse Power

Once the myGaze® n Assistive Eye Tracker has been mounted on your PC, Laptop or Tablet and myGaze® EyeMouse Power has been installed, you are ready to use the system.

During installation of myGaze® EyeMouse Power, a shortcut will have been placed on the desktop.

5.1 Starting myGaze® EyeMouse Power

To start myGaze® EyeMouse Power:

1. Ensure the myGaze® n Assistive Eye Tracker is connected via USB to your PC or Laptop.

2. Launch myGaze® EyeMouse Power.

   ![myGaze EyeMouse Power]

   The screen dimensions of the Laptop, PC or Tablet will be automatically detected.

3. At first start of myGaze® EyeMouse Power, the start wizard appears.
At the 'Welcome' page you can decide which eye tracker you want to use with myGaze® EyeMouse Power. To use a myGaze Assistive 2 you have to provide a valid license key before the trial period ends.

4. On further launches of myGaze® EyeMouse Power only a short calibration is performed at the launch. Please use the options in Configuration menu to improve eye tracking performance.

See Configuring myGaze® EyeMouse Power.

A user profile can be set so that on subsequent launches of myGaze® EyeMouse Power, the last saved calibration will be used instead of performing another calibration.
5.2 The Command Bar

The Command Bar is the part of myGaze® EyeMouse Power that you will use regularly to operate your PC. It appears conveniently on one side of your screen and consists of the complete mouse and keyboard commands.

The Command Bar offers the following options:

- A - Gaze status control (green points indicate accurate tracking)
- B - Power Zoom
- C - Single Click
- D - Double Click
- E - Right Click
- F - Drag & Drop
- G - Scroll
- H - Keyboard
- I - Configuration Menu
5.3 Operating the Mouse

Whenever you want to issue a mouse command, gaze briefly at the corresponding icon (A). It turns green when selected (B).
Then look at the area on the screen where you want to use the selected command. After a moment the selected area is enlarged by an automatic zoom. Briefly gaze on your target icon to execute the selected action.
5.4 Using Power Zoom

Some areas on your screen, e.g. like the top corners are difficult to reach. Here you can activate the **Power Zoom**. It helps you access every point even on large screens.

Select the **Power Zoom Icon** (A) together with the required mouse command (e.g. Left Click)
Then look at the area on the screen where you want to use the selected command. The green lens (B) marks the area, which is enlarged by Power Zoom.

Power Zoom enlarges the selected area. When the area is enlarged, you can use Click Zoom to execute your command.

Use Click Zoom in the enlarged area.
5.5 Permanent Click

With standard configuration every command is performed once. To reuse you have to activate again via the Command Bar. If the user would like to perform a command (like Left Click) multiple times in a row, they can do so by following these steps:

1. Open Configuration Window and select 'Permanent Click'.

2. Close Configuration Window.

3. Dwell longer on the icon in the command bar to lock the action.

A locked action is visualized by a small lock beside the command icon. If you dwell again or activate another command, the lock is released automatically.

If you just dwell normally on an icon, the command is activated for single use.
5.6 Scroll the screen

The scroll function allows you to easily move the screen content, browse the web, navigate and read longer documents etc.

To use this function, please select first **Scroll (A)** in the **Command Bar**. Then place the **scroll icon (B)** anywhere on the screen to define the reference point for scrolling. The icon is set by gazing briefly on the target point for a short moment. To scroll, please gaze at the corresponding **arrows (C)** to your target direction.
5.7 Move / Hide the Command Bar

You can hide or move the Command Bar, e.g. if you want to watch a movie or just rest. There are two available options in the Configuration menu: Please select between:

1. Move / Hide as Command Bar Functions.

   Two buttons for Moving (A) or Hiding (B) are available in the Command Bar.

2. Gaze off-screen

   This option activates Hiding, Moving and Un-Hiding of the Command Bar by just looking at the respective gaze area (C1/C2) next to the screen.
Gaze at the icon when it appears on the screen to confirm.

Repeat these steps to reverse the move or unhide the **Command Bar**.
5.8 **Overriding myGaze® EyeMouse Power with PC Mouse**

The User can always override EyeMouse Power by simply using the PC mouse, either moving it, clicking it or right clicking it. Control returns to myGaze® EyeMouse Power after the PC mouse has become inactive for four (4) seconds.

5.9 **Updating myGaze® EyeMouse Power**

If an update for the myGaze® EyeMouse Power software is available, an indicator appears in the **Command Bar**, next to the **Configuration Menu** button.

Please open the **Configuration Menu** and follow the instructions there to install the update.
Chapter 6

Configuring myGaze®
EyeMouse Power
The Configuration Menu is used to set up a profile, perform calibration to improve eye tracking accuracy and configure EyeMouse Power for specific users and conditions.

To set up your personal preferences, open the Configuration Menu from the Command Bar.
6.1 General Settings

To change, add or delete a custom profile gaze or click at the current profile name below the Tracking Monitor (A).

You can open this Manual by selecting the ‘Book’ Icon (B). Also you can start the Setup Guide again by using the ‘Wizard’ icon (C).
6.2 Home Category

Within the Home Category you have the following options available:

- **Show mouse cursor**: If enabled the mouse cursor is visible and moved directly by gaze (A)

- **Permanent click**: allows locking an action by longer dwell (B)
  
  ➤ See [Permanent Click](#).

- **Calibration method**: defines the number of calibration points used (C)
  
  ➤ See [Available Calibration Methods](#).

- **Calibrate**: starts calibration with selected method. If 0 Points is selected, it just applies the standard calibration (D)
6.3 Advanced Function Settings

1. Adjust Zoom parameters:
   - Zoom Accuracy: higher accuracy means zooming deeper in.
   - Zoom Time: higher zoom time means zoom performs more slowly.
   - A Zoom Accuracy of 1x means no zoom animation while performing a click.

2. Move Command Bar by
   - Offscreen: look offscreen to hide or move Command Bar (left / right)
   - Bar Button: buttons for moving/hiding available at the Command Bar.

3. Keyboard Dwell Time
   - Adjust how long the user has to dwell on a letter before a click is performed.
6.4 Advanced Calibration Settings

1. **Object**: Adjust shape of calibration point.

2. **Colour**: Adjust colour of calibration point.

3. **Accept points automatically**: If not set, user must press **Space Key** to accept calibration points.
6.5 Advanced System Settings

1. Change tracking mode: Binocular, Monocular Left, Monocular Right

2. Language: Change the current interface language

3. Launch at startup: EM Power will be automatically launched, when Windows™ starts

4. Display: Select which display is controlled (depends on which the tracker is mounted / only relevant, if a second display is installed).
6.6 Available Calibration Methods

The choice of **calibration method** in the **Configuration Menu** allows you to set your required accuracy.

1. **0 to 1 Point Calibration:**

   Early users for activities with large targets and learning games. These calibration methods may not provide enough accuracy and control to the user to make full use of myGaze Power functions.

2. **9 to 13 Point Calibration**

   For advanced users and need for high accuracy. 9 Point is recommended for screens smaller 18” and 13 Point for 18” and larger screens.

3. To have a consistent good experience calibrate regularly. It is normal that accuracy deteriorates after a while (eyes become drier, light conditions and positioning change).
Appendix

Chapter 7
7. Appendix

7.1 License Agreement and Warranty

Do not click "accept" unless (1) you are authorized to agree to the terms and conditions of this license agreement on behalf of yourself and/or the company or other legal entity you work for ("your company"); and (2) you intend to enter into this legally binding agreement on behalf of yourself and/or your company.

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5) for defects resulting from Licensee’s or a third party’s modifications of Licensed Materials;
6) in as far as Licensee has not notified VI of apparent defects within five (5) business days of delivery and of hidden defects within five (5) business days of discovery.

d) The limitation period for warranty claims is twenty four (24) months. This does not apply for claims for damages in cases of injury to life, body or health, fraudulently concealed defects, intent, gross negligence and if a guarantee as to the condition of the Licensed Materials [Beschaffenheitsgarantie] has been given; these claims shall become time-barred within the limitation periods defined by applicable law or, in case a guarantee has been given, within the limitation period stipulated in such guarantee, if any. Repeat Performance does not restart the limitation period; the remainder of the original limitation period shall run from return of the corrected version of the Licensed Material. The same shall apply in case of a replacement of the Licensed Materials.
e) Licensee has to always first provide VI the opportunity for Repeat Performance within a reasonable period of time. Repeat Performance does not constitute acceptance of a legal obligation.
f) If the Repeat Performance fails even within an additional period of time of reasonable length to be granted by Licensee, Licensee shall, notwithstanding its claims under Sections 6 and 7, if any, be entitled to rescind the Agreement or to claim a reasonable price reduction in accordance with applicable law.
g) If the analysis of an alleged defect shows that it is not covered by the above warranty, VI may charge for the failure analysis and correction of the defect, if any, at VI's then applicable rates.

6) Liability Limitations.
   a) VI shall be liable without limitation for damages caused by willful intent or gross negligence.
   b) VI shall further only be liable for damages caused by slight negligence [einfache Fahrlässigkeit] if such are due to a material breach of duty, which endangers the achievement of the objective of the Agreement, or to a failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of the Agreement and on the observance of which Licensee may rely.
   c) In cases of Section 6 b), the liability is limited to the damage, which is typical for contracts like this Agreement and which could have been foreseen.
   d) For damages caused by the gross negligence of an agent [Erfüllungsgehilfe] or an employee of VI, who is not a statutory representative [gesetzlicher Vertreter], officer or executive of VI, VI’s liability is also limited to the damage, which is typical for contracts like this Agreement and which could have been foreseen.
   e) In cases of Sections 6 b) and d), VI’s liability is limited to a maximum amount of EURO 500,000, respectively EURO 100,000 for financial losses.
   f) Licensee’s claims for damages caused by slight negligence or caused by the gross negligence of an agent [Erfüllungsgehilfe] or an employee of VI, who is not a statutory representative [gesetzlicher Vertreter], officer or executive of VI, which are not based on defects and thus not subject to time-barring in accordance with Sec. 5 d) are time-barred at the latest two (2) years from the point in time Licensee became aware of the damage and regardless of Licensee’s awareness at the latest three (3) years after the damaging event.
   g) With the exception of claims for damages in the event of (i) an injury to life, body or health, (ii) liability under the Product Liability Act
[Produkthaftungsgesetz], (iii) defects after having given a guarantee for the condition of the Licensed Materials [Beschaffenheitsgarantie] (in which case the liability terms and limitation period under the guarantee, if any, shall apply), and (iv) fraudulently concealed defects, the above limitations of liability shall apply to all claims for damages, irrespective of their legal basis, including but not limited to all claims based on breach of contract or tort.

h) The above limitations of liability also apply in case of Licensee’s claims for damages against VI’s employees, statutory representatives [gesetzliche Vertreter] or agents [Erfüllungsgehilfen].

7) **VI Indemnity.**
Subject to VI being liable according to Section 6 and excluding claims for which Licensee is obligated to defend or indemnify VI under Section 8, VI will defend or settle any claim brought against Licensee to the extent such claim is based on a claim that Licensed Materials, used within the scope of the license granted in this Agreement, infringe any valid copyright and will pay the cost of any final settlement or judgment attributable to such claim, provided (i) Licensee has given prompt notice to VI of such claim, (ii) Licensee has not recognized an infringement of the third party’s copyright, and (iii) the defense and the settlement negotiations are reserved for VI to the largest extent possible under applicable law with Licensee’s full cooperation and support. If Licensee discontinues the use of Licensed Materials for damage reduction or other important reasons, Licensee is obligated to point out to the third party that the discontinuation of use does not constitute an acknowledgement of a copyright infringement. VI shall have no obligation to defend (or any other liability) to the extent any claim involves a Software release other than the current, unaltered release made available to Licensee, if such would have avoided infringement, or use of the Software in combination with non-VI programs or data, unless the infringement would also incur without such combination.

8) **Licensee Indemnity.**
Licensee will defend and indemnify VI, and hold it harmless from all costs, including attorney’s fees, arising from any claim that may be made against VI by any third party as a result of Licensee’s use of Licensed Materials, excluding claims for which VI is obligated to defend or indemnify Licensee under Section 7.
9) **Export Restriction.**
Licensee will not remove or export from Germany or from the country Licensed Materials were originally shipped to by VI or re-export from anywhere any part of the Licensed Materials or any direct product of the Software except in compliance with all applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

10) **Non-Waiver; Severability; Non-Assignment.**
The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver. If any provision of this Agreement is held invalid, all others shall remain in force. Except as expressly set forth in this Agreement, Licensee may not, in whole or in part, assign or otherwise transfer this Agreement or any of its rights or obligations hereunder.

11) **Entire Agreement; Written Form Requirement.**
Unless otherwise specified herein, VI’s General Terms and Conditions for the Supply of Products and Services available under Terms & Conditions at www.mygaze.com/shop/ or attached hereto apply. Any supplementary agreements or modifications hereto must be made in writing. This also applies to any waiver of this requirement of written form.

12) **Notices.**
All notices under the Agreement must be in writing and shall be delivered by hand or by overnight courier.

13) **Applicable Law and Jurisdiction.**
German law applies with the exception of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The courts of Berlin, Germany, shall have exclusive jurisdiction for any action brought under or in connection with this Agreement.
7.2 About Visual Interaction

Visual Interaction (VI) makes gaze-based interaction, multimodal user interfaces and focused analysis of visual interaction commonplace and affordable. Based on leading technology from SMI, a leader in eye tracking for 20 years, Visual Interaction brings to market myGaze, an easy to use and cost efficient stationary gaze tracking solution, specifically customized for the need of interactive solutions. For more information, see www.myGaze.com.