**TERMS OF SERVICE**

These **TERMS OF SERVICE** and **SERVICE LEVEL AGREEMENT** (together “Agreement”) are effective as of the date above (“Effective Date”) by and between Customer (“Customer” “you” and “you”) and **ALTality, Inc. also known as SpellboundAR** (“SpellboundAR” “Company,” “we,” “us,” and “our”) individually “Party” and together “Parties”.

**RECITALS**

SpellboundAR is a technology firm in the business of providing augmented reality games and products for the purposes of providing comfort to, and entertainment for, pediatric patients. The Platform is device agnostic and can be operated on any smartphone or tablet with a camera, app store access, and wifi access. Any information you provide or that is collected by the Company through the Platform shall be handled in accordance with the Platform’s Privacy Policy, which is hereby incorporated by reference.

The Customer desires to engage SpellboundAR to provide certain SpellboundAR hosted subscription software products on its behalf and/or (as applicable) the behalf of its end user customers (“End Users”). By accessing, browsing, submitting information to and/or using the Platform, you agree and acknowledge on your own behalf that you have read, understand and agree to be bound by this Agreement and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Use of Platform
	1. Proper Use: You agree that you will not:
		1. Use the Platform in any manner that could damage, disable, overburden, or impair the Platform or interfere with any other party’s use and enjoyment of them;
		2. Attempt to gain unauthorized access to any Platform account, computer systems or networks associated with the Company or the Platform;
		3. Obtain or attempt to obtain any materials or information through the Platform by any means not intentionally made available or provided by the Company;
		4. Use any robot, spider, or other automatic device, process or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform;
		5. Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
		6. Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack; or
		7. Impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
	2. Third Party Websites. The Platform may contain links to websites controlled or operated by persons and companies other than the Company (“Linked Sites”). Linked Sites are not under the control of the Company, and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained on a Linked Site, or any changes or updates to a Linked Site. The Company is not responsible if the Linked Site is not working correctly or for any viruses, malware, or other harms resulting from your use of a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the website or any association with its operators. You are responsible for viewing and abiding by the privacy policies and terms of service posted on the Linked Sites. You are solely responsible for any dealings with third parties who support the Company or are identified in the Platform, including any delivery of and payment for goods and services.
	3. International Platform Users. The Company is based in the State of Michigan in the United States of America. All hosting of the Platform resides in the United States of America. As such, we make no claims that the Platform or any of its contents are accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries.
	4. PII and ePHI. The Platform does not receive, store, nor transmit any Personally Identifiable Information or Electronic Personal Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”).
	5. GDRP and CPRA Compliance. In light of Paragraph 1.d the Company maintains that it is compliant the European Union General Data Protection Regulation 2016/679 (“GDPR”) and the California Privacy Rights and Enforcement Act of 2020 (“CPRA”).
2. Term and Termination.

(a) Term. The term of this Agreement shall be the dates stated on the applicable Sales Order. Customer must notify SpellboundAR no less than ninety (90) days before the end of the Term of this Agreement will renew for an additional period of one (1) year unless otherwise terminated pursuant to the terms of this Section 2.

1. Termination for Cause. Either Party may terminate this Agreement upon a material breach of this Agreement by the other Party. Further, to the extent permitted by law, either Party may immediately terminate this Agreement then in effect in the event of: (i) an assignment for the benefit of creditors by the other Party or the voluntary appointment (at the request of the other Party or with the consent of the other Party) of a receiver, custodian, liquidator or trust in bankruptcy of the other Party’s property or the filing by the other Party of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against the other Party of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of the other Party’s property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; or (iii) the other Party liquidates, dissolves, or otherwise ceases business operations.
2. Effect of Termination. Upon termination or expiration of this Agreement, all further licenses and rights of the parties will cease, except that SpellboundAR will be entitled to any compensation or other amounts earned with respect to Products provided through the effective date of termination. Further, and notwithstanding any termination or expiration of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 7, 8, and 9 shall survive such termination or expiration and remain in effect, as well as any provision that ought reasonably be construed to survive such termination or expiration. Upon any termination or expiration of this Agreement each Party shall promptly (and in no case more than 10 calendar days) return to the other or destroy all data, materials, and other property of the other Party then held by it (and all copies thereof), except as provided below under Section 7(c).
3. Compensation.
	1. Payment for Products and Expenses. Customer will pay SpellboundAR for the Products in the amount(s) indicated on the applicable Sales Order plus any Transportation, Lodging, Meals or incidental expenses which shall be pre-approved by the Customer and shall be reimbursed to SpellboundAR at cost plus 5%.
	2. Payment Terms. Unless otherwise provided on the applicable Sales Order, all invoiced amounts will be payable and due on receipt. SpellboundAR shall have the right to charge the Customer interest on all past due amounts (excluding any amounts properly withheld by reason of a valid dispute), from the due date until paid, at a rate of one and one half percent (1 ½%) per month on the outstanding balance or the maximum interest rate allowed by law, whichever is less. The Customer shall also pay SpellboundAR’s cost of collection (including reasonable attorneys’ fees). Payments received may be applied by SpellboundAR in its discretion against any obligation owed by Customer to SpellboundAR.
	3. Taxes. Customer shall be responsible for all applicable taxes based on the Products provided unless Customer provides SpellboundAR with a valid tax exemption certificate. If SpellboundAR is required to pay such taxes, the taxes shall be billed to the Customer and the Customer agrees to pay to SpellboundAR the full amount of such taxes and any interest or penalties incurred due to late payment or nonpayment of such taxes by Customer upon receipt of invoice.
	4. Refunds. Payments by Customer for Products are non-refundable.
4. Independent Contractor Status.
	1. SpellboundAR shall at all times be a consultant and independent contractor when acting and providing Products and Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that SpellboundAR’s legal status with respect to this Agreement and the Products being provided hereunder shall at all times be that of an independent contractor, and not as an employee, partner, or part of a joint-venture of the Customer.
5. Warranties and Indemnification.
	1. SpellboundAR warrants that the Products shall perform in a professional and workmanlike manner. THE FOREGOING WARRANTY IS THE ONLY WARRANTY SPELLBOUNDAR HAS GIVEN TO CUSTOMER WITH RESPECT TO THE PRODUCTS. SPELLBOUNDAR AND ITS THIRD-PARTY LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN A PARTICULAR SOW, NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, SPELLBOUNDAR AND ITS THIRD-PARTY LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR COVENANT CONCERNING THE ACCURACY, QUALITY, SUITABILITY, COMPLETENESS, SEQUENCE, TIMELINESS, SECURITY, OR AVAILABILITY OF THE PLATFORM OR ANY CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE PLATFORM. YOU SPECIFICALLY ACKNOWLEDGE THAT SPELLBOUNDAR AND ITS THIRD-PARTY LICENSORS ARE NOT LIABLE FOR THE DEFAMATORY, OBSCENE, OR UNLAWWFUL CONDUCT OF OTHER THIRD PARTIES OR USERS OF THE PLATFORM AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. NEITHER SPELLBOUNDAR NOR ANY OF ITS THIRD-PARTY LICENSORS REPRESENT, WARRANT, OR COVENANT THAT THE PLATFORM WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE. SPELLBOUNDAR FURTHER MAKES NO WARRANTY THAT THE PLATFORM WILL BE FREE OF VIRUSES, WORMS, OR TROJAN HORSES OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE. YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK AND THAT SPELLBOUNDAR, ITS AFFILIATES, AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE PLATFORM OR YOUR USE THEREOF. ALL PRODUCTS ARE BEING PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, SERVICE INTERRUPTIONS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SPELLBOUNDAR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH ISSUES OR PROBLEMS. YOU EXPRESSLY AGREE THAT USE OF THE PLATFORM IS AT YOUR SOLE RISK AND THAT SPELLBOUNDAR, ITS AFFILIATES, AND THEIR THIRD-PARTY LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY TERMINATION, INTERRUPTION OF SERVICES, DELAYS, ERRORS, FAILURES OF PERFORMANCE, DEFECTS, LINE FAILURES, OR OMISSIONS ASSOCIATED WITH THE PLATFORM OR YOUR USE THEREOF. YOUR SOLE REMEDY AGAINST SPELLBOUNDAR FOR DISSATISFACTION WITH THE PLATFORM OR ITS CONTENTS IS TO CEASE YOUR USE OF THE PLATFORM. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION. WHEN THE IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, YOU AGREE THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.
	2. Customer Obligations. In accessing or utilizing the Products, the Customer agrees to abide (and to cause its employees, agents, and End Users to abide) by all applicable local, state, national and foreign laws, treaties and regulations, including without limitation those related to data privacy, international communications, and the transmission of technical or personal data. Customer is responsible for maintaining the confidentiality and security of data stored in any SpellboundAR account maintained by Customer, and for restricting access to the Customer’s computers and/or mobile devices. Customer agrees to accept responsibility for all activities that occur in relation to accounts or passwords under Customer’s control..
	3. Mutual Indemnification. Each party will defend, indemnify and hold the other party, and its respective officers, directors, managers, principals, agents, and affiliates, and their respective successors and assigns, harmless from any losses, claims, amounts, or other damages (including without limitation reasonable attorneys’ fees) (collectively, “Damages”), arising from or relating to such indemnifying party’s breach of any term, condition, representation, warranty, or covenant hereunder. The Customer will also defend, indemnify and hold SpellboundAR and its officers, directors, principals, agents, and affiliates, and their respective successors and assigns, harmless from any Damages arising from the business operations or the use of the Products by Customer or any of its principals, agents, affiliates, or End Users. The foregoing indemnity is contingent upon the indemnifying party’s receiving prompt written notification, by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim), unless it agrees otherwise.
	4. Limitation of Damages. Notwithstanding Section 5(c) or any other term or provision contained herein to the contrary, the liability of SpellboundAR and/or its principals, agents, and affiliates to Customer shall in all cases be limited to the fees actually received by SpellboundAR for Products and Services performed under the applicable SOW which gave rise to the claim for liability under this Agreement, as calculated for the twelve (12) month period immediately preceding the date of the event which gave rise to the claim for liability under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, POSTAL CHARGES OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. Any claim by Customer arising from, or relating to, this Agreement must be brought within one (1) year from the date such claim arose. The parties acknowledge that an SOW may provide for certain credits or offsets to be applied toward or against amounts owed by Customer to SpellboundAR in case of unavailability of the Products. Except in case of fraud, willful misconduct, or third-party claims giving rise to a claim for indemnification under Section 5(c), these credits or offsets constitute Customer’s sole remedy for any contractual damages incurred due to the unavailability of the Products to Customer or any End User.
6. Intellectual Property.
	1. Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by SpellboundAR to provide the Products contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the “Intellectual Property Rights”) shall remain with and shall be the property of SpellboundAR and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any intellectual property rights of SpellboundAR, or any or its principals or affiliates, to Customer, or any its principals or affiliates (including by estoppel), except as specifically provided in Section 6(b) below. For clarification, Intellectual Property belonging to SpellboundAR will include any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Customer or its principals, agents, affiliates, or End Users may provide relating to the features, functionality or operation of the Products and Services.
	2. License to Customer. Notwithstanding Section 6(a), but subject in all cases to Customer’s payment of all fees or other amounts owed to SpellboundAR hereunder, SpellboundAR hereby grants to Customer a perpetual, royalty-free, non-exclusive, transferable, right and license to access and use the Intellectual Property Rights of SpellboundAR, solely to the extent necessary for Customer or its End User (and their respective successors and assigns) to access and use the Products in the manner contemplated hereunder.
	3. Additional Restrictions. Customer shall not, either during the Term of this Agreement or thereafter, decompile, decode, reverse engineer in whole or in part the Products or the other Intellectual Property Rights of SpellboundAR, including without limitation in order to: (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of SpellboundAR or its Intellectual Property Rights; or (iii) copy any ideas, features, functions or graphics of SpellboundAR or its Intellectual Property Rights.
	4. Your Content. Any content that you create or own or to which you have a license and use on the Platform is Your Content. In sharing Your Content on the Platform, you warrant and represent you have the legal right to use Your Content and grant the Company an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use Your Content in providing any Platform services as described in this Agreement and in any posted policies on the Platform. You acknowledge and agree that you are solely responsible for complying with the applicable restrictions on use of all Content, copyrighted materials and trademarks that you see, hear, and use on the Platform. You understand that any unauthorized use of such intellectual property would result in irreparable injury for which money damages would be inadequate. You further acknowledge that, in the event of any such unauthorized use, the Company or the applicable intellectual property owner will have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief to prevent any such unauthorized use. Questions regarding the use of any intellectual property provided on the Platform should be directed to privacy@SpellboundAR.com.
	5. Publicity. Customer agrees that by using the Platform, it freely grants to SpellboundAR an irrevocable, royalty-free, fully paid up, worldwide, non-exclusive license to use Customer’s name, Customer’s logo, and any Customer trademarks, in SpellboundAR’s advertising and publicity efforts, including any and all marketing campaigns regardless of medium, in identifying Customer as a current SpellboundAR customer
7. Confidentiality.
	1. Generally. During the Term of this Agreement and beyond, each Party will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other Party, any confidential information relating to the other Party’s products, trade secrets, information, data, know-how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature. Each Party acknowledge that all confidential proprietary information regarding the other Party compiled or obtained by, or furnished to such, in connection with performance of Products under this Agreement, is confidential information and the exclusive property of the disclosing Party hereunder.

* 1. Exceptions. Notwithstanding the foregoing, the following shall not be considered confidential or proprietary information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to a Party by a third Party not known by such Party to be in breach of any agreement with the disclosing Party; and (iii) information that is independently derived by a Party or others from sources not bound by an obligation of confidentiality to the disclosing Party.
	2. Customer Data. The parties acknowledge and agree that the scope of Products to be provided by SpellboundAR may require SpellboundAR to host, hold, manage, or store certain data or information belonging to the Customer or its End User, with respect to certain customer or End User data (the “Customer Data”). Use of the Products constitutes acceptance that SpellboundAR has a right to keep, maintain, and use the Customer Data for the purposes contemplated hereunder. Without limiting the generality of the foregoing, the Customer acknowledges that SpellboundAR may aggregate Customer Data with the data and information of other customers and subscribers of the Products and Services for purposes of data analytics; *provided*, that any such aggregation or analysis will be on an anonymous, non-personally identifiable basis, and will not identify any data as belonging to or being provided by any specific customer or other organization. SpellboundAR shall implement and maintain appropriate administrative, technical (including, without limitation, encryption), and physical safeguards, procedures and practices designed to (i) ensure the security, confidentiality, and integrity of the Customer Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the Customer Data, and (iii) protect against unauthorized access to, or unauthorized use, destruction, modification, or disclosure of, the Customer Data. SpellboundAR shall immediately notify the Customer as soon as SpellboundAR learns or reasonably suspects that the security, accessibility, confidentiality, or integrity of any Customer Data has been compromised or that there has been an unauthorized use or disclosure of any Customer Data, and shall promptly take all actions required to stop and remedy any such security incident. SpellboundAR shall also require each subcontractor or other party to which it may, directly or indirectly, transfer, provide access to or disclose any Customer Data to implement and maintain appropriate safeguards, procedures and practices that are at least as restrictive as those of SpellboundAR, and designed to meet the standards set forth above, and to provide notice of security incidents to SpellboundAR, which shall in turn provide such notice to the Customer. In the event of any such security incident, SpellboundAR shall also cooperate, and require its subcontractors or other parties, by virtue of agreements with those subcontractors or other parties, to which it transfers, provides access to or discloses Customer Data, to cooperate, with the Customer in connection with the giving of any notice of such incident as may be required under applicable law. Upon the effective date of any termination or expiration of this Agreement, SpellboundAR shall not have any obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data in its systems or otherwise in its possession or under its control
	3. Security Measures. SpellboundAR agrees that it shall protect the Confidential Information it receives according to commercially acceptable standards and, in any event, no less rigorously than it protects its own confidential information. Specifically, SpellboundAR shall implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all Confidential Information, be it electronic or hardcopy.
	4. Security Breach**.** SpellboundAR warrants that, in the event of a security breach, SpellboundAR shall, without undue delay, but in no event later than twenty-four (24) hours following discovery, inform Customer of the breach and take all necessary and reasonable steps to prevent any further disclosure or use of Confidential Information. SpellboundAR shall cooperate fully with Customer in any data breach forensics and notification steps that Customer deems necessary or appropriate to comply with requirements of applicable law. Likewise, in the event that Customer experiences a security breach with the potential to impact SpellboundAR’s Products, Services, information systems, or resources, Customer shall notify SpellboundAR without undue delay, and in no event later than twenty-four (24) hours following discovery of the security breach. Customer shall reasonably cooperate with SpellboundAR to the extent that Customer’s breach adversely impacts the confidentiality, integrity, or availability of data on SpellboundAR’s systems.
1. Insurance. SpellboundAR will maintain normal and customary property and casualty insurance throughout the Term of this Agreement unless additional or supplementary insurance is required by Customer as specified on the Sales Order or a separately executed agreement, which is hereby made a part of this Agreement.
2. Miscellaneous.

 (a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

 (b) Entire Agreement. This Agreement including all Exhibits contains the entire understanding between the parties hereto unless superseded by other written agreements between them respecting all subject matters contained within this Agreement.

 (c) Severability. In the event that any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

 (d) Waiver. A waiver by a Party of its rights or of the performance by any other Party of any of its obligations under this Agreement shall be without prejudice to such Parties other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other Party of any other of its or their obligations under this Agreement.

 (e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all of the Parties hereto.

 (f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

 (g) Applicable Law; Dispute Resolution. This Agreement shall be deemed to be a contract made under the laws of the state of Michigan and for all purposes the rights and obligations of the parties hereto shall be governed and construed in all respects by the laws of the state of Michigan. If a dispute arises between the parties relating to this Agreement or any SOW, the parties agree that a meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute. If, within fifteen (15) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to binding arbitration in Ann Arbor, Michigan in accordance with the rules of the American Arbitration Association. The arbitrator, if a sole arbitrator, or the chairman, if a panel of three (3) arbitrators, will be a lawyer with experience in handling disputes in the data information services industry and, if a panel, the other two panel members will each have a background or training in computer law, computer science or the computer software industry. The decision of the arbitrator(s) will be final and can be enforced by any court of proper jurisdiction. Nothing in this Section 9(g) shall prohibit either party from seeking injunctive relief for breach by the other party of the obligations set forth in Sections 5(b), 6, or 7 hereof.

 (h) Notice. Any notice, offer, demand, request, consent, approval or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post. If to Customer, such Notices will be addressed to the Ship To address of the applicable Sales Order. If to SpellboundAR it shall be addressed:

 SpellboundAR

 Attention: Chief Executive Officer

116 E Washington Street, Suite 200

Ann Arbor, MI 48104 USA

E-mail: Notices@SpellboundAR.com

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 9(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the post-mark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

1. Successors and Assigns. All of the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 2(b) above, SpellboundAR’s duties to perform Products are expressly agreed to be personal and not to be assignable or transferable provided, however, that SpellboundAR shall be permitted to transfer or assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all of its assets, equity securities, or business (by merger or otherwise).
2. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the Products is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, or other cause not the fault of the affected Party (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Products.
3. Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Products or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States.
4. Customer Purchase Orders: If Customer issues a Purchase Order or other document to initiate the commencement of Subscription hereunder, unless expressly agreed to on the Sales Order, it is expressly agreed that any terms and conditions appearing thereon shall have no application and only the provisions of this Agreement shall apply.
5. Changes to this Agreement. The Company may update or change this Agreement from time to time in order to reflect changes in any offered services, changes in the law, or for other reasons as deemed necessary by the Company. Whenever Company updates or changes the Agreement, it will publicly post the updated version at least thirty (30) days’ before the updated Agreement takes effect. In addition, Company will communicate directly to Customer that updates have been made to the Agreement, and will provide Customer with thirty (30) days to review the updated Agreement. The effective date of any Terms will be reflected in the “Effective” entry at the top of these Terms. Your continued use of the Platform after the Effective Date shall constitute your consent to such change(s).
6. Assignment. You may not assign this Agreement without the prior written consent of the Company in all instances. The Company may assign this Agreement, in whole or in part, at any time.

**Service Level Agreement**

The following define the terms that constitutes acceptable services provided by SpellboundAR to its Customers and is referred to below as “SLA”

**Scope**

This SLA applies only to the SpellboundAR software hosted platform (“platform”). For the purposes of this SLA, the SpellboundAR platform includes the software and all hardware and IT infrastructure necessary to host the software and associated data.

**Service Availability**

The SpellboundAR platform will have a 99.5 percent uptime, not counting planned maintenance times. The 99.5 percent availability metric will be measured by a rolling 6-month period.

**Reliability**

The SpellboundAR SaaS platform is expected to break no more than 3 times in any 12-month period. A break is defined as the loss of access to the platform for more than 1 hour.

**Security**

The SpellboundAR SaaS platform complies with the security guidelines established in the Health Insurance Portability and Accountability Act (HIPAA) regarding the privacy and security of electronic protected health information, as defined under HIPAA. SpellboundAR makes no warranties with respect to HIPAA for information that is not provided subject to Section 9(m) of the Terms of Service.

**Service Performance**

The SpellboundAR platform is designed for high performance. The software should not be on idle for more than 3 minutes in response to any input. Target response times for service performance issues in terms of severity are as follow:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Severity Level** | **Label** | **Description** | **Target Response Times** | **Hours Type** |
| 1 | Outage | Platform down | Immediate | Calendar |
| 2 | Urgent | End-user impact initiated | <= 60 mins | Business |
| 3 | Important | Potential for impact if not addressed | <= 4 hours | Business |
| 4 | Monitor | Issued addressed but potential for future impact exists | <= 24 hours | Business |
| 5 | Information | Inquiry for information | <= 24 hours | Business |

**Service Support Contact**

SpellboundAR Support can be accessed as follows:

* Submit a Support Request through the platform
* Emailing support@SpellboundAR.com

**Service Support Hours**

Customers can expect in person support for Severity Level 3 through 5 during regular business hours in the Eastern Time Zone of the United States America defined as Monday through Friday, 8:00 A.M. to 5:00 P.M except for national holidays. Any required support outside of those hours will be handled on the basis of severity in accordance to the Target Response Times above.

**Service Penalty Credits**

SpellboundAR does not award credits for service failures.