

PROMAX LIMITED HARDWARE WARRANTY

This Limited Hardware Warranty Agreement (this “**Agreement**”) is between the original purchaser (“**Buyer**”) and Social Turnaround Partners, Inc. DBA: ProMAX Systems, Inc. (“**PROMAX**”) and applies only to the PROMAX branded products purchased by Buyer from PROMAX or a PROMAX authorized reseller (“**Reseller**”). This Agreement expressly supersedes any conflicting warranty terms listed in purchase orders proposed by Buyer, verbal agreements, or other warranty information set forth by PROMAX and constitutes a counter-offer to any previously or subsequently submitted offer or counter-offer by Buyer. Buyer accepts this Agreement and its terms and conditions at the time of purchase and/or by conduct, such as Product retention, use, acceptance of, or payment for PROMAX Products or services. If this Agreement is not acceptable to Buyer, Buyer should contact its PROMAX sales representative immediately.

GENERAL INFORMATION

PROMAX offers Buyers of the ProMAX Products a 3-year limited warranty as described and limited in this Agreement. The term "Buyer" includes individuals, businesses, third-party vendors, or organizations that render payment for any Product. This limited warranty offered by this Agreement extends only to Buyer and is not transferable to anyone who subsequently purchases, leases or otherwise obtains Product from Buyer.

This limited warranty covers hardware parts only as detailed by the Agreement and does not cover software. The following ProMAX Product components are covered by this limited warranty:

- Motherboard
- Processors
- Power Supply
- Memory
- Fans
- Boot Drives
- Cables
- RAID Controller
- DVD Drive (If included)
- Card Reader (If included)
- RAID Disks

The following ProMAX Product components are **not** covered by this limited warranty:

- PCIe Cards
- LTO Drive (if included)
- Peripherals
- Attached storage

This limited warranty does not cover technical support. PROMAX offers service contracts for additional technical support and support services. Buyer should contact its PROMAX sales representative for service contract information and terms.

LIMITED WARRANTY TERMS

PROMAX warrants its products for a limited, 1-year term beginning on the date of invoice as described in this Agreement. This limited warranty does not cover, and PROMAX is not responsible for, any of the following: (a) delivery or installation, or labor charges for installation or setup of the Product, adjustment of customer controls on the Product, and installation or repair of antenna systems outside of the Product; (b) damages caused by misuse, abuse, accidents, fire, theft, natural disasters, disappearance, misplacement, fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage, viruses, malware, reckless, willful, or intentional conduct; (c) damages caused by servicing not authorized by PROMAX; (d) damages caused by usage that is not in accordance with Product instructions or user manuals; (e) damages caused by failure to follow the Product instructions or user manuals or failure to perform cleaning or preventive maintenance; (f) damages caused by the combination of PROMAX branded Products with other non-PROMAX branded products, accessories, parts or components or use of products, equipment, systems, utilities, services, parts supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by PROMAX which damage the

Product or result in service problems; (g) uninterrupted or error-free operation of the Product; (h) software, including the operating system and software added to Product through PROMAX's factory-integration system, third-party software, or the reloading of software; i) any equipment or components that were not included in Product as originally sold to Buyer; (j) normal wear and tear; (k) minor imperfections that meet design specifications; (l) cosmetic damage or exterior finish that does not affect functionality; (m) Products where the PROMAX serial number is missing, altered or defaced; (n) external speakers, keyboards and mice; (o) damage caused as a result of improper transportation or packing/packaging when returning the Product to PROMAX or a PROMAX authorized service provider; or (p) a Product that requires modification or adaptation to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of Products damaged by these modifications.

THIRD PARTY PERIPHERALS

This limited warranty does not cover third-party peripherals manufactured by third-party vendors. These peripherals include, but are not limited by, the following categories.

- Third-party peripheral devices such as monitors, keyboards, mice, and speakers
- Third-party peripherals added to a PROMAX Product by Buyer

While PROMAX may supply third-party peripherals with PROMAX Products, Buyer should consult the third-party peripheral manufacturer for warranty claims related to third-party peripherals. Consult the third-party peripheral manufacturer's warranty information supplied with Buyer's order for more information.

THIRD PARTY SOFTWARE

Similar to the provisions of the third-party peripherals, this limited warranty does not cover third-party software. While this limited warranty covers software designed and implemented by PROMAX, it does not cover problems resulting from third-party software installed by either PROMAX or Buyer. Buyer should forward warranty claims related to third-party software to the appropriate software manufacturer.

PROMAX EXCHANGE POLICY

In some instances, PROMAX Technical Support may determine that a replacement part will resolve the Product's problem(s) and may opt to ship replacement parts to Buyer. This exchange policy is at the sole discretion of PROMAX and requires that Buyer ship the defective part to PROMAX before replacement. In these instances, PROMAX will provide Buyer with pertinent shipping instructions. As with Product returns and warranty claims, Buyer must ship the part in the original packaging, pay the appropriate shipping charges and insure the shipment with an appropriate shipping carrier or accept the risk of loss or damage during shipment. PROMAX will provide an appropriate shipping container upon request for a nominal fee. Upon arrival if PROMAX determines that the part is not defective, PROMAX Technical Support will contact Buyer with additional instructions. Buyer should note that PROMAX provides replacement parts made by various manufacturers when replacing parts and warranties these parts for the remainder of the applicable Limited Warranty Term.

PROMAX ADVANCED REPLACEMENT POLICY

PROMAX may offer Buyer an Advanced Replacement Policy if the PROMAX Technical Support staff determines a replacement part will resolve the Product's problem. This policy allows PROMAX to ship replacement parts before receiving the defective part from Buyer. PROMAX offers this policy to Buyer in good faith to remedy "mission-critical" situations. This Advanced Replacement Policy is at the sole discretion of PROMAX and includes PROMAX obtaining Buyer's credit information or pre-authorization on Buyer's credit card before shipping the advanced replacement part. If, for any reason, PROMAX issues Buyer a replacement part and the defective part does not arrive at PROMAX within ten business days, PROMAX will hold Buyer financially responsible for the replacement part, shipping charges and other associated sums, including any collection costs expended in efforts to collect such sums.

GENERAL PROVISIONS

This Limited Warranty Agreement is applicable to all Products, regardless of Buyer's location, and may be enforced in any country or region where PROMAX or its authorized service providers offer warranty service for the same Product model number subject to the terms and conditions set forth in this Limited Warranty Agreement.

THIS LIMITED WARRANTY AGREEMENT GIVES BUYER SPECIFIC LEGAL RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). PROMAX'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS AGREEMENT. ALL WARRANTIES FOR THE PRODUCT ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES WILL APPLY AFTER SUCH PERIOD. EXCEPT AS OTHERWISE PROVIDED HEREIN OR UNDER APPLICABLE LAW, ALL PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND PROMAX HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW TIME LIMITATIONS ON WARRANTIES. THUS, THE PRECEDING LIMITATION MAY NOT APPLY TO BUYER. HOWEVER, THE ABOVE LIMITATIONS SHALL BE ENFORCED, OR REFORMED IF NECESSARY, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

PROMAX DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, INTERRUPTION OF BUSINESS, INTERRUPTION OF COMMUNICATION SERVICE, FOR LOST DATA, LOST SOFTWARE, LOST PROFITS, OR LOSSES ARISING FROM EVENTS BEYOND PROMAX'S CONTROL (SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE BY BUYER OR THIRD-PARTY), OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL PROMAX'S LIABILITY TO BUYER EXCEED THE PRICE BUYER PAID FOR PRODUCT.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING EXCLUSION OR LIMITATION MAY NOT APPLY TO BUYER. HOWEVER, THE ABOVE LIMITATIONS SHALL BE ENFORCED, OR REFORMED IF NECESSARY, TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW. IN ADDITION, IF THE GOVERNING JURISDICTION DOES NOT ALLOW ANY LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUYER AGREES THAT PROMAX'S LIABILITY TO BUYER WILL NOT EXCEED THE PRICE BUYER PAID FOR PRODUCT.

If any provision contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been included, unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement. Notwithstanding the foregoing, any provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable, and the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances will not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable.

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