

END-USER LICENSE AGREEMENT

PROMAX SYSTEMS HARDWARE AND SOFTWARE TECHNOLOGY: PROMAX PLATFORM SERIES

IMPORTANT--READ CAREFULLY: This End User License Agreement, including the Order Form which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between Social Turnaround Partners, Inc., DBA: ProMAX Systems ("**Licensor**") and the person or entity identified on the Order Form as the licensee of the Software ("**Licensee**").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON BOX YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD AND INSTALL THE SOFTWARE OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

NOW IT IS AGREED:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"**Authorized Users**" means the following individual persons authorized to use the Licensed Technology pursuant to the license granted under this Agreement: employee, contractor, or agent of Licensee authorized by Licensee to use the Licensed Technology solely those individuals authorized to use the Licensed Technology pursuant to the license granted under this Agreement, as set forth on the Order Form.

"**Documentation**" means the online knowledge base and any other materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Licensed Technology.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Hardware**" means the applicable ProMAX Systems hardware product on which the Licensed Software is designed to operate, and any additional components required for installation, as expressly set forth in the Order Form.

"**Licensed Software**" means the software which Licensee is purchasing to use the Licensed Technology, as expressly set forth in the Order Form.

"**Licensed Technology**" means the Hardware and Licensed Software for which Licensee is purchasing a license, as expressly set forth in the Order Form.

"**Licensee**" has the meaning set forth in the preamble.

"**License Fees**" means the license fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.

"**Licensor**" has the meaning set forth in the preamble.

"**Order Form**" means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee's purchase of the license for the Licensed Technology granted under this Agreement.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Scope of Work**" means the document that contains the intended use and purpose for Licensee of Licensed Technology.

"**Support Services**" means the technical support and support services related to the Licensed Technology known as ProMAX ProCare which is included within the first year of purchase and at Licensee's option, support services can be purchased at an additional cost thereafter.

"**Term**" has the meaning set forth in Section 11.

"**Third Party**" means any Person other than Licensee or Licensor.

"**Updates**" has the meaning set forth in Section 7(b).

2. License Grant and Scope. Subject to and conditioned upon Licensee's payment of the License Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, the Licensed Technology and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 4 or elsewhere in this Agreement. This license grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

(a) Download, copy, and install in accordance with the Documentation one (1) copy of the Licensed Software on one (1) piece of Hardware set forth on the Order Form owned or leased, and controlled by, Licensee. All copies of the Licensed Technology made by the Licensee:

- (i) will be the exclusive property of the Licensor;
- (ii) will be subject to the terms and conditions of this Agreement; and
- (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

(b) Use and run the Licensed Software as properly installed in accordance with this Agreement, the Scope of Work, and the Documentation, and solely for Licensee's internal business purposes.

(c) Number of users of Licensed Technology shall comply with the identified number of users on the Scope of Work.

(d) For Licensed Technology using Windows Server licenses, the Licensee is responsible to make sure they are compliant with Microsoft CAL requirements.

(e) Download or otherwise make one (1) copy of the Documentation per copy of the Licensed Software permitted to be downloaded and installed in accordance with this Agreement and use such Documentation, solely in support of its licensed use of the Licensed Software in accordance herewith. All copies of the Documentation made by Licensee:

- (i) will be the exclusive property of Licensor;
- (ii) will be subject to the terms and conditions of this Agreement; and
- (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

3. Third-Party Materials. The Licensed Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than Licensor and that are provided to Licensee on Licensee terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). A list of all materials, if any, included in the Licensed Software and provided under Third-Party Licenses can be found under Annex 1 to this Agreement, and the applicable Third-Party Licenses are accessible via links therefrom. Licensee is bound by and shall comply with all Third-Party Licenses. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this Agreement.

4. Use Restrictions. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

(a) use (including make any copies of) the Licensed Technology or Documentation beyond the scope of the license granted under Section 2;

(b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Technology or Documentation or any part thereof;

(c) combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs without written permission from Licensor;

(d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Licensed Technology or any part thereof;

(e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Licensed Technology or Documentation, including any copy thereof;

(f) except as expressly set forth in Section 2, copy the Licensed Software or Documentation, in whole or in part;

(g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Technology, or any features or functionality of the Licensed Technology, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(h) use the Licensed Technology or Documentation in violation of any law, regulation, or rule; or

(i) use the Licensed Technology or Documentation for purposes of competitive analysis of the Licensed Technology, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

5. Responsibility for Use of Licensed Technology. Licensee is responsible and liable for all uses of the Licensed Technology and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Licensed Technology and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide

access to or use of the Licensed Technology and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

6. Compliance Measures.

(a) The Licensed Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Licensed Software, including features to protect against any use of the Licensed Software that is prohibited under Section 4. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

(b) At Licensor's request, Licensee shall conduct a review of its Authorized Users use of the Licensed Software and certify to Licensor in a written instrument signed by an officer of Licensee that it is in full compliance with this Agreement or, if Licensee discovers any noncompliance:

(i) Licensee shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.

(ii) If Licensee's use of the Licensed Software exceeds the number of copies or Authorized Users permitted under the license, Licensor shall have the remedies set forth in Section 6.

If any of the measures taken or implemented under this Section 6 determines that the Licensee's use of the Licensed Software exceeds or exceeded the use permitted by this Agreement then Licensee shall, within (ten) 10 days following the date of their written notification thereof, pay to Licensor the retroactive License Fees for such excess use and pay for a valid license to bring Licensee's use into compliance with this Agreement. Licensor's remedies set forth in this Section 6 are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

7. Maintenance and Support.

(a) Use of the Support Services is governed by this Agreement and any contract for such additional support thereafter. Any supplemental software code provided to you as part of the Support Services shall be considered part of the Licensed Technology and subject to the terms and conditions of this Agreement.

(b) Support Services will include provision of updates, upgrades, bug fixes, patches, and other error corrections (collectively, "**Updates**"). Licensor may develop and provide Updates in its sole discretion, and Licensee agrees that Licensor has no obligation to develop any Updates at all or for particular issues. Licensee agrees that such Updates are only available through Support Services and that Updates do not include general Microsoft updates. Licensee further agrees that all Updates will be deemed Licensed Software, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Licensee acknowledges that Licensor may provide some or all Updates via download from a website designated by Licensor and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Licensor has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Licensed Software that Licensor may issue as a separate or new product, and Licensor may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

(c) Licensor reserves the right to condition the provision of maintenance and support services, including all or any Updates, on Licensee's registration of the copy of Licensed Software for which support is requested. Licensor has no obligation to provide maintenance and support services, including Updates:

(i) for any but the most current or immediately preceding version or release of the Licensed Software;

(ii) for any copy of Licensed Software for which all previously issued Updates have not been installed;

(iii) if Licensee is in breach under this Agreement; or

(iv) for any Licensed Software that has been modified other than by or with the authorization of Licensor, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Licensor in writing.

8. Collection and Use of Information.

(a) Licensee acknowledges that Licensor may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Licensed Software and about equipment on which the Licensed Software is installed or through which it otherwise is accessed and used, through:

(i) the provision of maintenance and support services; and

(ii) security measures included in the Licensed Software as described in Section 6.

(b) Licensee agrees that the Licensor may use such information for any purpose related to any use of the Licensed Software by Licensee or on Licensee's equipment, including but not limited to:

(i) improving the performance of the Licensed Software or developing Updates; and

(ii) verifying Licensee's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Licensed Software.

9. Intellectual Property Rights. Licensee acknowledges and agrees that the Licensed Technology and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Licensed Technology or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor and its licensors and service providers reserves and shall retain their entire right, title, and interest in and to the Licensed Technology and all Intellectual Property Rights arising out of or relating to the Licensed Technology, except as expressly granted to the Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard all Licensed Technology (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of the Licensor's Intellectual Property Rights in the Licensed Technology and fully cooperate with Licensor, at Licensor's sole expense, in any legal action taken by Licensor to enforce its Intellectual Property Rights.

10. Payment. All License Fees and Support Fees are payable in full and in advance in the manner set forth in the Order Form and are non-refundable, except as may be expressly set forth herein. Any renewal of the license and/or additional support services hereunder shall not be effective until the fees for such have been paid in full. Provided, however, that if payment terms are not otherwise set forth therein, the payment terms shall be net thirty (30) days following the date of the invoice from Licensor. In the event Licensee and Licensor mutually agree on revised payment terms, subject to credit approval by Licensor, it is agreed that the obligation is incurred by Licensee upon shipment by Licensor. Licensee agrees to promptly pay all sums when due. Licensee further agrees to pay an interest fee at the rate of one and one-half percent (1.5%) per month on any unpaid balance which is more than thirty (30) days past due.

11. Term and Termination.

(a) This Agreement and the license granted hereunder shall remain in effect for the term set forth on the Order Form or until earlier/until terminated as set forth herein (the "**Term**").

(b) by Licensor, if Licensee fails to make any payment due hereunder within sixty (60) days after its due date;

(c) by either party as a result of the material breach of this Agreement by the other party, (other than the nonpayment of money) where breach is not cured within thirty (30) days of notice of such breach, which notice sets forth with specificity the nature and extent of such purported material breach.

(d) Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(e) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Licensed Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees that may have become due before such expiration or termination or entitle Licensee to any refund.

(f) Licensee agrees that Licensor is not obligated, responsible or liable for any of Licensee's data, including maintaining such data or any subsequent loss of data.

(g) Within (90) Days after Termination or a material breach of this Agreement, Licensor will physically or electronically destroy Licensee's data provided to them. This includes any and all copies of the data such as backup copies created at any Licensor site.

(h) Upon termination of this Agreement, if Licensee remains liable for any monetary obligation created under this Agreement, Licensor may accelerate and declare all obligations of Licensee created under this Agreement to be immediately due and payable in full by Licensee. Otherwise, except for any rights, duties and obligations of the parties hereto that arose prior to the termination date, and except as otherwise expressly set forth herein, following such termination, this Agreement shall be of no further force and effect and the parties hereto shall have no further rights, duties or obligations hereunder.

12. Limited Warranties, Exclusive Remedy, and Warranty Disclaimer.

(a) Solely with respect to Licensed Technology for which Licensor receives a License Fee, Licensor warrants that, for a period of ninety (90) days following the purchase date set forth on the Order Form:

(i) Licensed Technology provided will be free of substantial damage and defects in materials and workmanship under normal use; and

(ii) the Licensed Software will substantially contain the functionality described in the Scope of Work, and when properly installed on a computer meeting the specifications set forth in the Documentation, and operated in accordance with, the Documentation, will substantially perform in accordance therewith.

THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY MATERIALS.

(b) The warranties set forth in Section 12(a)(i) and Section 12(a)(ii) are excluded in the following circumstances:

(i) expenses such as labor or other expenses due to delays or inability to render any service herein described;

(ii) correction of operator problems related to environmental conditions beyond the control of Licensor;

- (iii) repair and maintenance necessitated by Licensee induced damage, neglect, misuse or improper operation of the Licensed Technology;
- (iv) supplies, devices or electrical work external to the Licensed Technology;
- (v) repairs due to Licensee's failure to perform any routine maintenance, which are Licensee's responsibility.

(c) The warranties set forth in Section 12(a)(i) and Section 12(a)(ii) will not apply and will become null and void if Licensee breaches any provision of this Agreement, or if Licensee, any Authorized User, or any other Person provided access to the Licensed Technology by Licensee or any Authorized User, whether or not in violation of this Agreement:

- (i) installs or uses the Licensed Technology on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing;
- (ii) modifies or damages the Licensed Technology, or the media on which it is provided, including abnormal physical or electrical stress; or
- (iii) misuses the Licensed Technology, including any use of the Licensed Technology other than as specified in the Documentation or expressly authorized by Licensor in writing.

(d) If, during the period specified in Section 12(a), any Licensed Technology covered by the warranty set forth in such Section fails to perform substantially in accordance with the Documentation, and such failure is not excluded from warranty pursuant to the Section 12(b), Licensor will, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option:

- (i) Repair the Licensed Software, provided that Licensee provides Licensor with all information Licensor requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or
- (ii) Repair or Replace the Hardware, provided that Licensee provides Licensor with all information Licensor requests to resolve the reported failure, including sufficient information to enable the Licensor to resolve such failure.

Licensor is not responsible and will charge Licensee for repair, replacement, or maintenance caused by Licensee-induced damage, neglect, misuse, improper operation, accident, fire, water, vandalism, unauthorized equipment attached to the Licensed Technology, or unauthorized modification of the Licensed Technology. If Licensor repairs or replaces the Licensed Technology, the warranty will continue to run from the initial date specified on the Order Form, and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Section 12(d) are Licensee's sole remedies and Licensor's sole liability under this Agreement/the limited warranty set forth in Section 12(a). Outside the United States, neither these remedies nor any product support services offered by Licensor are available without proof of purchase from an authorized international source.

(e) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), THE LICENSED TECHNOLOGY AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED TECHNOLOGY AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED TECHNOLOGY WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER LICENSED TECHNOLOGY, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE LICENSED SOFTWARE; LOST REVENUES OR PROFITS OR OTHER ECONOMIC ADVANTAGE; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, LOSS RESULTING FROM SUPPORT SERVICES; MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN

CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE LICENSED TECHNOLOGY.

(c) THE LIMITATIONS SET FORTH IN SECTION 13(a) AND SECTION 13(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. Export Regulation. The Licensed Technology and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Licensed Technology or Documentation to, or make the Licensed Technology or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Licensed Technology or Documentation available outside the US.

15. US Government Rights. The Licensed Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Licensed Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

16. Miscellaneous.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of California in each case located in the City of Santa Ana and County of Orange, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Licensor's reasonable control.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile [or email] (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 16(c)).

(d) This Agreement, together with the Order Form, all annexes, schedules, and exhibits attached hereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16(e) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power,

or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

ANNEX 1
THIRD-PARTY LICENSES LOCATIONS

1. Sync Things: <https://www.sync.com/terms/>
2. MediaLooks: <https://medialooks.com/documents>
3. MPEG LA: <https://www.mpegla.com/programs/mpeg-2-systems/license-agreement/>
4. Avid DNX: <https://www.avid.com/legal/terms-of-use>
5. Red: <https://www.red.com/legal/terms-of-use>
6. Visual Studio: <https://visualstudio.microsoft.com/license-terms/>
7. Sql Management Studio: <https://docs.microsoft.com/en-us/legal/sql/sql-server-management-studio-license-terms>
8. Angular: <https://angular.io/license>
9. Cloudberry: <https://www.msp360.com/download/EULA.pdf>
10. Powershell: <https://www.nsoftware.com/powershell/server/license.aspx>

ANNEX 2

PROMAX Platform™ HARDWARE – ONE-YEAR LIMITED WARRANTY AGREEMENT

This One-Year Limited Warranty Agreement (this “**Warranty Agreement**”) is between the original purchaser (“**Licensee**”) and Social Turnaround Partners, Inc., DBA PROMAX Systems (“**Licensor**”) and applies only to the Licensor branded product “ProMAX Platform™” (the “**Product**”) purchased by Licensee from Licensor or a Licensor authorized reseller (“**Reseller**”). This Warranty Agreement expressly supersedes any conflicting warranty terms listed in purchase orders proposed by Licensee, verbal agreements, or other warranty information set forth by Licensor and constitutes a counter-offer to any previously or subsequently submitted offer or counter-offer by Licensee. Licensee accepts this Warranty 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 Licensor Products or services. If this Warranty Agreement is not acceptable to Licensee, Licensee should contact its Licensor sales representative immediately.

GENERAL INFORMATION

Licensor offers Licensees of the Product a one-year limited warranty as described and limited in this Warranty Agreement. The term "Licensee" includes individuals, businesses, third-party vendors, or organizations that render payment for any Product. This limited warranty offered by this Warranty Agreement extends only to Licensee and is not transferable to anyone who subsequently purchases, leases or otherwise obtains any Product from Licensee. Licensor offers extendable warranty terms on:

- 16 and 24 Bay Servers extendable to 5 years maximum – included in the cost of ProCARE Renewals
- MediaHubs extendable to 3 years maximum – included in the cost of ProCARE Renewals

This limited warranty covers hardware parts only as detailed by this Warranty Agreement and does not cover software.

The following Product components are covered by this limited warranty:

- Motherboard
- Processors
- Power Supply
- Memory
- Fans
- Cables
- RAID Controller
- Network Adaptors

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

- Other PCIe Cards
- Hard Disk Drives
- Peripherals
- Attached storage
- LTO Drives

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

LIMITED WARRANTY TERMS

Licensor warrants the Product for a limited, one-year term (“**Limited Warranty Term**”) beginning on the date of invoice as described in this Warranty Agreement. This limited warranty does not cover and Licensor 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 Licensee’s 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 Licensor; 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 Licensor branded Products with other non-Licensor 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 Licensor 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 our 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 Licensee; 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 Licensor 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 Licensor or a Licensor

authorized service provider; 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 Licensor Product by Licensee

While Licensor may supply third-party peripherals with Licensor Products, Licensee 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 Licensee'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 Licensor, it does not cover problems resulting from third-party software installed by either Licensor or Licensee. Licensee should forward warranty claims related to third-party software to the appropriate software manufacturer.

LICENSOR EXCHANGE POLICY

In some instances, Licensor may determine that a replacement part will resolve the Product's problem(s) and may opt to ship replacement parts to Licensee. This exchange policy is at the reasonable discretion of Licensor and requires that Licensee ship the defective part to Licensor before replacement. In these instances, Licensor will provide Licensee with pertinent shipping instructions. As with Product returns and warranty claims, Licensee 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. Licensor will provide an appropriate shipping container upon request for a nominal fee. Upon arrival if Licensor determines in its reasonable discretion that the part is not defective, Licensor will contact Licensee with additional instructions. Licensee should note that Licensor provides replacement parts made by various manufacturers when replacing parts and warranties these parts for the remainder of the applicable Limited Warranty Term.

LICENSOR ADVANCED REPLACEMENT POLICY

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

GENERAL PROVISIONS

This Warranty Agreement is applicable to all Products, regardless of Licensee's location, and may be enforced in any country or region where Licensor 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 LICENSEE SPECIFIC LEGAL RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). LICENSOR'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 LICENSOR 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 LICENSEE. HOWEVER, THE ABOVE LIMITATIONS SHALL BE ENFORCED, OR REFORMED IF NECESSARY, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW. LICENSOR WILL DEFEND AT ITS EXPENSE ANY THIRD PARTY CLAIM BROUGHT AGAINST LICENSEE, AND WILL INDEMNIFY AND HOLD HARMLESS LICENSEE AGAINST ALL LIABILITY AND COSTS RELATED THERETO (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) AND WILL PAY ALL SETTLEMENTS, AS WELL AS ANY DAMAGES FINALLY AWARDED IN A SUIT ARISING FROM SUCH CLAIM, TO THE EXTENT THAT SUCH THIRD PARTY CLAIM IS BASED ON A CLAIM THAT (I) THE EQUIPMENT OR THE LICENSOR SOFTWARE HAS CAUSED PROPERTY DAMAGE OR BODILY INJURY THAT IS A RESULT OF A DEFECT IN SUCH EQUIPMENT OR LICENSOR SOFTWARE, OR (II) THE

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IN THE EVENT OF SUCH A THIRD PARTY CLAIM, (I) LICENSEE WILL NOTIFY LICENSOR PROMPTLY OF SUCH CLAIM, (II) LICENSOR HAS FULL AND COMPLETE AUTHORITY TO DEFEND SUCH CLAIM, EXCEPT SETTLEMENTS THAT REQUIRE LICENSEE TO ADMIT FAULT OR WRONGDOING OR IMPOSE ANY OBLIGATION UPON LICENSEE SHALL BE SUBJECT TO LICENSEE'S PRIOR WRITTEN CONSENT (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD, CONDITIONED, OR DELAYED), AND (III) LICENSEE PROVIDES LICENSOR WITH INFORMATION AND REASONABLE ASSISTANCE (WITH ANY OUT-OF-POCKET EXPENSES INCURRED BY LICENSEE WHEN RENDERING SUCH ASSISTANCE PAID BY LICENSOR) FOR SUCH DEFENSE.

IN ADDITION TO THE FOREGOING OBLIGATIONS, IN THE EVENT THAT THE EQUIPMENT OR LICENSOR SOFTWARE IS HELD IN ANY SUIT TO INFRINGE SUCH A RIGHT AND ITS USE IS ENJOINED, OR IF IN THE OPINION OF LICENSOR THE EQUIPMENT OR LICENSOR SOFTWARE IS LIKELY TO BECOME THE SUBJECT OF SUCH A CLAIM, LICENSOR AT ITS OWN ELECTION AND EXPENSE WILL EITHER (A) PROCURE FOR LICENSEE THE RIGHT TO CONTINUE USING THE AFFECTED EQUIPMENT OR LICENSOR SOFTWARE OR (B) MODIFY OR REPLACE THE EQUIPMENT OR LICENSOR SOFTWARE SO THAT IT BECOMES NON-INFRINGING WHILE GIVING SUBSTANTIALLY EQUIVALENT PERFORMANCE. IN THE EVENT THAT (A) OR (B) ABOVE ARE NOT, IN LICENSOR'S SOLE DETERMINATION, OBTAINABLE USING REASONABLE COMMERCIAL EFFORTS, THEN LICENSOR MAY DIRECT LICENSEE TO CEASE USING THE AFFECTED EQUIPMENT OR LICENSOR SOFTWARE, IN WHICH CASE LICENSOR SHALL REFUND THE PRORATED AMOUNT LICENSEE PAID LICENSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT OR LICENSOR SOFTWARE WHICH IS THE SUBJECT OF SUCH CLAIM, CALCULATED ON A STRAIGHT-LINE DEPRECIATION METHOD OVER A THREE-YEAR PERIOD.

EXCEPT FOR THIRD PARTY INDEMNIFICATION CLAIMS AND BREACHES OF CONFIDENTIALITY, LICENSOR DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR 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 OTHER ECONOMIC ADVANTAGE, OR LOSSES ARISING FROM EVENTS BEYOND LICENSOR'S CONTROL (SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE BY LICENSEE 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 ANY CASE, EXCEPT FOR THIRD PARTY INDEMNIFICATION CLAIMS AND BREACHES OF CONFIDENTIALITY, LICENSOR'S LIABILITY TO LICENSEE WILL NOT EXCEED THE PRICE LICENSEE 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 LICENSEE. 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, LICENSEE AGREES THAT LICENSOR'S LIABILITY TO LICENSEE WILL NOT EXCEED THE PRICE LICENSEE 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 Warranty Agreement. This Warranty 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 Warranty Agreement. Notwithstanding the foregoing, any provision of this Warranty 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 Warranty 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. This Warranty Agreement shall be governed by the internal laws of the State of California. Licensor may not assign this Warranty Agreement without the prior written consent of Licensee (not to be unreasonably withheld, conditioned or delayed).

Notwithstanding anything to the contrary contained herein, in no event will the aggregate liability of Licensor under this Warranty Agreement exceed the price paid for Product.