**Attachment C**

**PASS THRU SUPPORT SERVICES FOR HARDWARE**

****

**MicroBox Technologies LLC or dbas as Distributor for SandStar**

**Pass through warranty only as provided by SandStar or Manufacturer**

**Contents**

[SUPPORT SERVICES 3](#_Toc4796)

[Service provision 3](#_Toc7194)

[Service hours 3](#_Toc14109)

[Service Process 3](#_Toc17838)

[Service level 3](#_Toc11356)

[INCOMING QUALITY CONTROL 4](#_Toc28067)

[FINAL QUALITY CONTROL 4](#_Toc1169)

[WHAT THE SERVICES DO NOT COVER 4](#_Toc16236)

[TERMINATION 6](#_Toc8215)

[SOFTWARE AND DATA 6](#_Toc22992)

[DISCLAIMER OF WARRANTY 6](#_Toc11050)

[LIMITATION OF LIABILITY 7](#_Toc18044)

[GOVERNING LAW; DISPUTE RESOLUTION 7](#_Toc26011)

[CHANGES TO SERVICES TERMS AND CONDITIONS 7](#_Toc5996)

\*SandStar reserves the right to revise the standard terms of service from time to time

**SUPPORT SERVICES FOR HARDWARE**

Yi Tunnel (Beijing) Technology Co., Ltd. or a designated subsidiary of Yi Tunnel (Beijing) Technology Co., Ltd. (as applicable, “SANDSTAR”) agrees to provide the below described support services (the “Services”) for a SANDSTAR GPU product (each, a “Product”) to INSTAGNG, Inc (“Client”) upon purchase from SANDSTAR. SANDSTAR and Client entered into a Schedule No. A-2-2021 dated as of September 1,2025 (the “Schedule”), and this Terms and Conditions shall amend the Schedule and become an attachment thereto.

As of September 1,2025, the scope of the Services is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Name** | **Service Content** | **Product Name** | **Service Period** |
| General hardware replacement service | Jupiter and Camera general hardware replacement service | Jupiter and Camera | 12 months from the date of delivery |

## SUPPORT SERVICES

When the Product has a hardware failure, the Client should replace the faulty part with the spare parts from its own spare parts library, and then sends the faulty part to the hardware replacement and repair center of SANDSTAR after noticing the corresponding local SANDSTAR team\*. The hardware replacement repair center will detect the parts received, and if the repaired parts can be repaired within the specified time, the repaired parts will be returned to the customer. Electronic components to include GPU, cameras, power supply, lock and video screen is warranted for three years from date of shipment and five years for compressor pass through from the cooler manufacturer.

It is highly recommended that Client establishes its own spare parts library for faster replacement. SANDSTAR will be responsible for replacing defective parts that have been received in hardware replacement repair center.

\*Local SANDSTAR team means the SANDSTAR Charlotte team.

### Service provision

The hardware replacement service is provided by the local SANDSTAR team

### Service hours

Monday to Friday, 8 AM to 5:00 P.M.

### Service Process

(1) The client sends the faulty parts to the local team of SANDSTAR after noticing the local SANDSTAR team.

(2) SANDSTAR hardware replacement repair center will detect the parts received. And provide test reports to customers of whether the parts are faulty on SANDSTAR Ticket System.

(3) The SANDSTAR hardware replacement repair center will send the fully functional Products back to Client.

### Service level

The service level of the Services is defined by the delivery ratio and delivery period.

The delivery ratio refers to the percentage of all repaired parts delivered by Client in the corresponding delivery period during the Service Period.

The delivery period refers to the time from when the local team of SANDSTAR receives the faulty part to the time the local team issues the repaired part.

|  |  |
| --- | --- |
| **Delivery Ratio** | **Delivery Period** |
| 90% | 10 Days |
| 95% | 20 Days |

While SANDSTAR will strive to deliver the Services as described above, SANDSTAR shall be excused from delays or non-performance due to reasons beyond SANDSTAR’s reasonable control.

## INCOMING QUALITY CONTROL

SANDSTAR has the test reports for all hardware before providing to the logistics agency. Client should do the incoming quality control (IQC) when receiving the parts. If Client do not complete the IQC procedure, the test reports of SANDSTAR would become the IQC reports of Clients.

## FINAL QUALITY CONTROL

Client may integrate the Products with refrigerators but shall submit the integrated Products to SANDSTAR for final quality control (FQC). SANDSTAR shall have the right to decide whether the integrated Products pass the FQC and may refuse to provide any Services to the integrated Products that failed or have not gone through FQC.

SANDSTAR will provide a SOP and the checklist of SOP (“SOP Checklist”) for the integration process. SANDSTAR and Clients should examine the SOP Checklist for any Products failing the FQC procedure. If there is no SOP Checklist for the Products that failed the FQC, the Products would be defaulted to invalid Products and SANDSTAR will not be responsible for the invalid Products.

## WHAT THE SERVICES DO NOT COVER

The Services apply only to unmodified Products used in accordance with SANDSTAR’s intended use as specifically set forth in SANDSTAR’s documentation. The Services do not cover:

(a) Products that are free from defects in materials or workmanship under normal use and service.

(b) software, operating systems, applications, services or data installed in the Products, all the foregoing with respect to those portions of the licensed software supplied but not developed by SANDSTAR; provided, however, that SANDSTAR will make efforts to provide Client input with respect to known bugs in the third-party components with no commitment to fixes or resolution.

(c) configuration of all communication software, unless required for troubleshooting.

(d) all non-SANDSTAR supplied software, hardware and peripherals, and their installation, configuration, validation or compatibility with the Product.

(e) firmware updates for non-SANDSTAR systems, unless required for issue resolution.

(f) invalid software and hardware configurations.

(g) Client’s applications and data, or backing up and restoring them.

(h) repair of system after virus infection other than installation of the operating system to the default SANDSTAR factory settings.

(i) cosmetic damage or normal wear and tear.

(j) expendable or consumable parts.

(k) sample Products, free of charge Products, or pre-release Product versions;

(l) commercial upgrades;

(m) interoperability or compatibility issues that may arise when (i) products, software, or options not supported by SANDSTAR are used; (ii) configurations not supported, provided or approved by SANDSTAR are used; or (iii) parts intended for one system are installed in another system of different make or model; or (iv) other hardware or non-SANDSTAR supplied software is introduced after the time of purchase; or

(n) defects or damage to the Products arising from or related to: (i) any modifications, alterations, tampering, repair, or servicing by any party other than SANDSTAR or its authorized representatives; (ii) handling, transit, storage, installation, testing, maintenance, or use not in accordance with the Product documentation; (iii) abuse, negligence, neglect, accidents, or misuse; (iv) third party hardware, software or malware (e.g., virus, worm); or software loss or data loss that may occur during repair or replacement; (v) fire or spillage of food or liquid, external electrical fault, or any acts of God (such as, but not limited to, lightning), or any other external factor; and

(o) unnecessary work in SANDSTAR's assessment and sole discretion.

(p) products provided by other third parties.

(q) if there is obvious impact or man-made damage on the surface of the faulty part;

(r) for equipment or parts that are damaged due to improper use by Client or third parties, or incorrect packaging methods that do not meet the packaging standards of SANDSTAR;

(s) hardware components repaired by Client;

(t) Products that have not been submitted to FQC procedure or failed FQC after integrated with refrigerators;

(u) other consumables.

During the validity period of the contract, all related transportation costs and risks of loss incurred for repairing or replacing faulty equipment shall be borne by Client.

## TERMINATION

SANDSTAR, MicroBox or affliliate companies shall be excused from performing any of its obligations hereunder up to termination to the extent any such nonperformance is attributable to Client’s failure to perform its obligations under purchase agreements between SANDSTAR and Clients and the terms and conditions including failure to return Products or parts replaced.

## SOFTWARE AND DATA

Client is responsible for the security, backup and reinstallation of its software and data at all times. Client understands that it will be its responsibility to remove, as it deems appropriate, software and data prior to receiving Services for a Product or prior to returning a Product to SANDSTAR on a temporary or permanent basis. In addition, software installed or in use may be unable to run or function in the same manner after the delivery of Services or Products and data may no longer be present. Client acknowledges that after receiving services or products, the product may not be capable of being restored to its original condition and that software may be affected. Further, client understands that data from such software that clients create or changes while receiving services or products may be incapable of being restored or recovered. SandStar shall not be responsible for any costs, expenses or other liabilities client may incur as a result of its elections to leave or remove software and data from the product.

## DISCLAIMER OF WARRANTY

SandStar products are not fault tolerant and are not designed, manufactured or intended for use in connection with the design, construction, maintenance, and/or operation of any system where the use or a failure of such system could result in a situation that threatens the safety of human life or severe physical harm or property damage (including, for example, use in connection with any nuclear, avionics, life support or other life critical application). SandStar expressly disclaims any express or implied warranty of fitness for such high-risk uses. SandStar shall not be liable to client or any third party, in whole or in part, for any claims or damages arising from such use.

Client should be responsible for inquiring the local authorities for the certification requirements that the products should achieve. SandStar shall not be responsible for any penalty or charges for not satisfying the local certification requirements.

## LIMITATION OF LIABILITY

In no event shall SandStar, MicroBox Technologies or any affiliated company or dba be liable for direct or indirect, incidental, special, exemplary, punitive, or consequential damages of any nature, or any loss of profits, loss of technology, loss of data, loss of revenue, loss of production or use, or business interruption, or procurement of substitute goods or services arising out of or in connection with these services, or the use or performance of any product or software, whether based on contract or tort, including negligence, or any other legal theory, even if SandStar has been advised of the possibility of such damages. SandStar does not warrant any software under these terms and conditions. Warranties, if any, for the software are contained in the applicable license agreement which accompanies the software.

Additionally, to the maximum extent permitted by applicable law, SandStar’s total cumulative aggregate liability for any and all liabilities, obligations or claims arising out of or related to all product services sold under these terms and conditions, shall not exceed the price paid by client to SandStar (net of rebates and/or other credits issued to client) for the product(s) upon which liability is based. These limitations shall apply regardless of whether such claims or causes of action arise from breach of contract, warranty, tort, indemnity, strict liability, or otherwise, even if advised of the possibility of the loss or damage or if the loss or damage could have been reasonably foreseen. SandStar Distributor shall remain harmless and is indemnified by Client purchasing the hardware or services directly from a PO and by any organization that represents such clients for any and a liability whatsoever. Client acknowledges that SandStar has set its prices and entered into these terms and conditions in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in these terms and conditions will survive and apply even if found to have failed of their essential purpose. This limitation of liability is cumulative and not per incident (i.e. The existence of two or more claims will not enlarge this limit).

## GOVERNING LAW; DISPUTE RESOLUTION

These Support Terms and Conditions shall be governed by and construed in accordance with the laws of North Carolina and any dispute related to this Agreement shall be settled exclusively in the venue of N.C. If Client or any organization representing a Client enters into any type of litigation regardless of reason or fault shall identify and hold harmless the SandStar Distributor and shall pay all SandStar or Distributor reasonable attorney fees to defend any and all claims. All disputes should be resolved thru friendly cooperation and discussions in an attempt to mutually agree.

## CHANGES TO SERVICES TERMS AND CONDITIONS

If SANDSTAR makes changes to these terms and conditions, the updated terms will be viewable on the portal shown on the PO. The new Service terms will apply to all Customers.