

MASTER SUBSCRIPTION & REVENUE SHARING AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (THE “AGREEMENT”) BETWEEN GABI SOLUTIONS, INC. (“GABI”) AND THE PERSON OR ENTITY ENTERING INTO THIS AGREEMENT BY THE METHODS DESCRIBED BELOW (“CUSTOMER”) GOVERNS THE CUSTOMER'S ACQUISITION AND USE OF THE GABI TRIPLE PLAY SUBSCRIPTION AND RELATED GABI PRODUCTS AND SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

THIS AGREEMENT MAY BE ACCEPTED BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT AS MAY BE AMENDED FROM TIME TO TIME. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE GABI PRODUCTS OR SERVICES.

GABI SERVICES MAY NOT BE ACCESSED FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE, OR FUNCTIONALITY OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES. GABI'S DIRECT COMPETITORS ARE PROHIBITED FROM ACCESSING GABI SERVICES, EXCEPT WITH GABI'S PRIOR WRITTEN CONSENT. THIS AGREEMENT WAS LAST UPDATED ON MARCH 1, 2022, AND MAY BE UPDATED DURING THE TERM AS REQUIRED BY GABI. IT IS EFFECTIVE BETWEEN THE CUSTOMER AND GABI AS OF THE DATE OF THE CUSTOMER'S ACCEPTING THIS AGREEMENT.

Definitions.

"Activation" means Gabi's delivery and installation by the Customer of the necessary Hardware and Software to access and use of the Service.

"Affiliates" shall mean a person or entity that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with a referenced person or entity.

"Compatible Equipment" shall mean office equipment listed at Exhibit A (as amended from time to time) that is supported by the Services and that is part of the Triple Play Subscription. From time to time, Gabi shall amend the list of Compatible Equipment at Exhibit A and enhance Services to include other functionality.

"Confidential Information" means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to (i) PII as defined below, (ii) Customer Data (iii) any information concerning technology, such as systems, source code, databases, hardware, software, programs, applications, engaging protocols, routines, models, displays, and manuals; (iv) any unpublished information concerning research activities and plans, undisclosed Gabi Intellectual Property, customers, clients, shareholders, strategies and plans, costs, operational techniques, and (v) any unpublished financial information, including information concerning revenues, profits and profit margins, and costs or expenses. However, Confidential information does not include any information which is publicly available at the time of communication to the Receiving Party, which is in the Receiving Party's possession without any obligation of confidence as of the date received from the Disclosing Party, which becomes publicly available through no fault of the Receiving Party, or which is independently developed by the Receiving Party without reference to any Confidential Information, or which is required to be disclosed under the order of a court or similarly empowered administrative or government tribunal or agency (in which case the Receiving Party shall give the Disclosing Party prompt written notice thereof and reasonable cooperation and assistance in opposing such order or requirement).

"Customer" means any person or entity that purchases a Triple Play Subscription from Gabi or an authorized reseller of Gabi services or products.

"Customer Data" means the electronic data or information submitted by Customer to the Service including any structured or unstructured information (including, without limitation, text, images, data files, and Software) provided by Customer or Enabled Users for capture, storage, analysis, processing, extraction, retrieval, management, and distribution, including any information that can be generated or derived from such information provided by Customer, any such information that contains PII, Confidential Information or trade secrets information concerning Customer, its Employees and Enabled Users.

"Dead Space" means the wait time required by an electronic device or a Multi-Function Printer to complete a command (e.g., copy, scan, print, and fax), thereby creating an opportunity to deliver content to the user while waiting for completion of the command as further detailed in U.S. Patent No. 10,762,058 issued on September 1, 2020.

"Documentation" means all written text relating to and customarily needed for the use of the Service, including but not limited to the marketing, technical, and training information described herein and in all formats, including without limitation manuals, brochures, specifications, and Software descriptions, in electronic, printed and camera-ready form, and related materials.

"Employee" means Customer's Affiliates, employees, consultants, contingent workers, independent contractors, Customer authorized visitors, and retirees of Customer.

"Enabled User" shall mean Customer and each Employee end-user of Customer that Customer authorizes to access and use the Service.

"Gabi" means Gabi Solutions, Inc., a Delaware corporation with its principal place of business at 19 Gloria Lane, Fairfield, New Jersey 07004.

"Gabi Intellectual Property" means the Gabi service marks, trademarks, goodwill, trade names or other designations and any copyrights, operating practices and procedures, patents, trade secrets, and all other items tangible or intangible, owned by Gabi relating to Gabi Triple Play Subscription and Services and all right, title and interest thereto, including derivatives thereof such as implementation enhancements requested by a Customer.

"Hardware" means the GabiKiosk used in connection with multifunction printers and other office equipment.

"Installation" means the completed process of installation and enablement of the Service and Hardware at any given Customer site in full conformance with the Service and Hardware specifications. Gabi shall provide Installation support as required by Customers.

"Malicious Code" means any computer code or programming instructions that are constructed with the ability to damage or otherwise adversely affect computer programs, data files or hardware and includes, without limiting the generality of the foregoing, instructions known as worms and viruses.

"Monetization Transaction" means a valid job originated from a piece of Compatible Equipment that includes an advertisement or other content that generates revenue to Gabi. Monetization Transactions do not include Customer messaging or transactions resulting from misuse of Service that are initiated by Customers using Software or other means.

"Order Form" means the order form under which Customer of Compatible Equipment subscribes to access and use the Service subject to this Agreement and approval by Gabi.

"PII" or "Personally Identifiable Information" means any information provided by Customer to Gabi relating to an identified or identifiable individual, including, but not limited to, social security number or other unique identifiers, health or medical information, credit or debit card numbers, bank account numbers or additional financial information, driver's license numbers, and other types of sensitive personal information.

"Revenue Share" means the payment amount (each a "Gabi Credit") outlined in Exhibit A of every Monetization Transaction originating from the use of the Service on Compatible Equipment by Enabled Users to print, scan, copy

and fax on Compatible Equipment with advertisements displayed on the GabiKiosk, GabiWorx, or GabiViews with GABI's patented technology that monetizes Dead Ppace in a business environment.

"Service" means the services provided by the Gabi platform in connection with the Triple Play Subscription that enables (i) voice control of Compatible Equipment to enhance employee productivity, (ii) Dead Space monetization with revenue sharing to Customers, and (iii) cyber-secure platform that does not use or sell PII about Customers or Employees in connection with monetization transactions.

"Service Failure" means any reproducible error, unresolved problem, or defect caused by or resulting from (i) an incorrect functioning of Software or Hardware, or (ii) an incorrect or incomplete statement or diagram in the Documentation, if such error, problem, or defect renders the code inoperable, causes the code to fail to meet specifications thereof, causes Documentation to be inaccurate or incomplete in any material respect, causes incorrect results, or causes incorrect functions to occur when any such materials are used for their intended purposes.

"Software" means the Gabi platform and related source code, including (i) the GabiWorxSM application for iPhone and Android devices, (ii) the GabiViewsSM software for Microsoft-compatible computers, and (iii) the GabiKioskTM software made available as part of the Service together with Documentation, Updates, and Upgrades.

"Triple Play Subscription" means a five (5) year subscription agreement to be accepted by Customer and Gabi before Installation and registration of the Service and related Hardware and Documentation, including, but not limited to, all Updates, Upgrades, and other corrections, modifications, enhancements thereto (if any).

"Update" means a release and any related Documentation that may incorporate into the Licensed Software and Service (i) corrections of any substantial defects; (ii) fixes of any bugs; and (iii) changes, additions, or enhancements that do not necessarily add significant value to warrant additional charges. Major Updates are those releases where the version number following the initial decimal point is incremented.

"Upgrade" means releases and any related Documentation that contains significant functionality changes and adds significant value to the Licensed Software and Service. A release that contains error corrections is not an Upgrade. Provisions in this Agreement that reference Triple Play Subscriptions "versions" refer to Upgrades where the initial ordinal in the Triple Play Subscriptions nomenclature is incremented.

1. Customer's Use of the Service.

1.1 Provision of the Service. In exchange for Gabi agreeing to make the Service available at no cost to the Customer during the Term, including Gabi's waiver of the \$29.99 per month Service subscription fee, the Customer appoints Gabi as the exclusive provider of Dead Space monetization to Customer on Compatible Equipment during the Term. Gabi shall: (i) make the Service available under the Documentation to Customer and Enabled Users during the Term according to this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address technical problems, per this Agreement and the Documentation, or Customer's instructions; and (iii) not disclose Customer Data to any third party. The Service provides Customers of Gabi-enabled office equipment with (i) voice control to enhance employee productivity, (ii) Dead Space monetization with accompanying Revenue Share, and (iii) a cyber secure platform that does not use or PII about Customer or its employees for Monetization Transactions. Certain translated portions of the Service are available to the Customer in other languages. Gabi shall use commercially reasonable efforts in good faith to procure advertisements that are appropriate for Monetization Transactions to Customer. No Revenue Share shall apply to customer messaging transactions, transactions that do not include advertisements, or Monetization Transactions that result from the misuse of the Service by Customer or its Employees. Customer acknowledges that any illustrations presented by Sales Representatives are for illustration purposes only and do not represent any commitment to a minimum number of Monetization Transactions or Gabi Credits. Customer understands that Revenue Share is directly related to actual Customer usage volumes for print, copy, fax and scan transactions with available Dead Space, the available pool of advertisements from advertisers, and the resulting volume of eligible Monetization Transactions approved by Gabi.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Enabled Users solely for the internal business purposes of Customer and its Affiliates under the Documentation and not for the benefit of any third parties. The Customer is responsible for all Enabled User use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service, and notify Gabi promptly of any such unauthorized access or use. Customer and its Affiliates shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt the performance of the Service or the data contained therein; or (v) attempt to gain access to the Service, generate false Monetization Transactions by manipulating the Service or its related systems or networks in a manner not outlined in the Documentation. The Customer shall cooperate in good faith with Gabi to upgrade new and existing Compatible Equipment with the Gabi Service. Customer shall ensure that Enabled Users utilize the Service for all transactions to maximize Customer's Revenue Share. Before Activation of the Service, the Customer shall provide Gabi with basic industry code, employee counts, locations, and other data required in the Order Form. The Customer shall designate a maximum number of named contacts to request and receive support services from Gabi ("Named Support Contacts"). Named Support Contacts must be assigned to assist with services or product(s) for which they initiate support requests.

1.3 Federal Government End Use Provisions (if applicable). Gabi provides the Service, including related Software and technology of its Triple Play Subscription, for federal government end use solely subject to the following: Government technical data and software rights related to the Service include only those rights customarily provided to users pursuant to this Agreement. This customary commercial license is provided under FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Gabi to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties to convey such rights beyond those set forth herein.

2. Fees.

2.1 Payment. Gabi shall pay to Customer the Revenue Share at the end of each calendar quarter. Payments shall be accompanied by written statements setting forth a summary list of all eligible Monetization Transactions with advertisements during the relevant period. Customer hereby agrees, acknowledges, and understands that Gabi shall not be responsible for any funds due to Customer except for those received by Gabi. Gabi bears no responsibility or liability for any such payments due but not received.

2.2 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 6.3 "Warranty Remedies," Section 7.1 "Indemnification by Gabi" and Section 9.2 "Termination," all Customer payment obligations under any Order Forms are non-cancelable and all Customer payments are made are non-refundable.

2.3 Suspension of Service. If Customer or its Employees interfere with the Service in any manner either to prevent the viewing of advertisements or to improperly augment Revenue Share, in addition to any other rights or remedies it may have under this Agreement or by Law, Gabi reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such overpaid amounts are repaid in full.

2.4 Taxes. Except as otherwise stated in an Order Form, Gabi's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use, or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its acquisitions under this Agreement and the Service, excluding U.S. income taxes on Gabi. If Customer must withhold any amounts under any Law or tax regime (other than U.S. income tax Law), Customer shall gross up the payments so that Gabi receives the amount quoted and invoiced. If Gabi has a legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Gabi with a valid tax exemption certificate authorized by the relevant taxing authority.

2.5 Enabled User Count Verification. To manage and improve the Service, Gabi may periodically confirm the number of Employees that can access the Service.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Gabi Intellectual Property. Gabi and its licensors own all rights, title, and interest in and to the Service, Documentation, and other Gabi Intellectual Property rights. Subject to the limited rights expressly granted hereunder, Gabi reserves all rights, title, and interest in and to the Service, and Documentation, including all related Intellectual Property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 License Grant. Gabi grants Customer a non-exclusive and non-transferable right to use the Service and Documentation solely for the internal business purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement. This Agreement shall be governed by Section 365(n) of the Bankruptcy Code, as applicable, if Gabi voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Gabi or the trustee in bankruptcy rejects the Agreement. Gabi agrees that the Software used by Gabi to provide the Service, coupled with the rights granted to the Customer in this Section, constitutes "intellectual property" as defined in Section 101(35A) of the Bankruptcy Code, as amended. In addition, under Section 3.4, Customer owns the Customer Data, Gabi shall not list the Customer Data as an asset in any bankruptcy filing, nor shall Gabi identify Customer's Confidential Information as a Gabi asset.

Gabi grants Customer a non-exclusive, limited license, for the Initial Term and any renewal terms of this Agreement, to use GabiWorx, GabiKiosk, and GabiViews (collectively "Licensed Products") and related know-how under all of Gabi's issued patents at Exhibit B relating to the Licensed Products.

Gabi shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Gabi shall have no obligation to make Customer Input an Improvement and Customer shall have no obligation to provide Customer Input.

3.3 License Restrictions. Customer shall not (i) modify, copy or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Enabled Users as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Gabi in the provision of the Service and Documentation, except to the extent required by law; (iv) access the Service or Documentation to build any commercially available product or Service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Customer Data and Aggregated Data Use. Unless expressly requested by Customer in connection with customer messaging transactions, Gabi shall not utilize Customer Data in connection with the Service. Gabi will maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data. Gabi owns transaction data generated by Compatible Equipment and the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Gabi from utilizing the Aggregated Data for purposes of operating Gabi's business, provided that Gabi's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service. Aggregated Data that is derived, in whole or in part from PII or information that can be identified as being associated with an individual or with Customer shall not be released to any third party unless it has been rendered anonymous in such a way that the data subject is no longer identifiable.

4. **Confidentiality.**

4.1 Confidentiality. Except as otherwise provided in this Section, no party shall disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights under this Agreement and only with the other party's prior written permission. If the Receiving Party needs to disclose Confidential Information to the Disclosing Party's employees or Enabled Users to perform its obligations or exercise its rights according to this Agreement, it may do so without prior written permission. Disclosures to third parties (other than Enabled Users) needed to perform obligations or exercise rights under this Agreement shall not require prior written consent if the third party recipient is subject to a confidentiality obligation that is equal to or more protective than the confidentiality provisions of this Agreement.

4.2 Protection. Confidential Information that is Customer Data shall receive protection per Section 5 of this Agreement. Without limiting the foregoing, each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted), provides no more Confidential Information than is necessary, and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

4.4 Remedies. The Receiving Party's obligations shall apply to any item of Confidential Information for a period of three (3) years from the date of disclosure. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts without first exhausting the informal resolution or mediation processes described in Section 10.11. The parties acknowledge that disclosure of Confidential Information may cause irreparable injury and damages, which may be difficult to ascertain, and that remedies other than injunctive relief may be inadequate. In addition, if a party fails to return or certify destruction of Confidential Information upon termination of this Agreement, each party is entitled to seek injunctive relief, including a preliminary injunction and an order of seizure and impoundment under Section 503 of the Copyright Act upon an ex parte application by Disclosing party to protect and recover its Confidential Information.

5. **Security.**

5.1 Protection and Retrieval of PII. Unless otherwise requested and expressly agreed in writing by a Customer and Gabi via an Order Form submitted by such Customer to Gabi under this Agreement, Gabi does not store PII in connection with Monetization Transactions utilizing the Service.

5.2 Unauthorized Disclosure. If either party believes that there has been a disclosure of unencrypted Customer Data to anyone other than Gabi (a "Security Incident"), such party must promptly notify the other party, but not later than forty-eight (48) hours after identification of the disclosure, unless Law enforcement officials have requested or require a delay in notice. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification sent to individuals impacted or potentially impacted or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it. Where the type of Customer Data disclosed is such that credit reporting services should be part of remediation efforts, unless the party financially responsible for the remediation efforts agrees to a longer period, one (1) year of credit reporting services shall be provided. Subject to the limitation of liability in Section 8, to the extent that Gabi caused the breach or security incident, Gabi's obligation to bear the costs of such remediation or mitigation shall include the cost of defending or settling third-party claims brought against the Customer as to the result of the breach or security incident.

After the preceding notice from Gabi to Customer of a security incident caused by Gabi, Customer will have the right to request from Gabi a report prepared by a nationally recognized independent third party audit firm of the relevant security and controls and, if applicable, a summary report of a penetration test of the application

performed by an independent third-party demonstrating remediation of material risks to the unauthorized disclosure of Customer Data. As soon as reasonably practicable after any such Security Incident, Customer and Gabi will consult in good faith regarding the root cause analysis and any remediation efforts. Gabi will work in good faith to remediate any material security risks identified in the root cause analysis within Gabi's reasonable control.

Except to the extent prohibited by applicable law, each party shall provide the other party with reasonable notice of and the opportunity to comment on and approve the content of all notices, filings, communications, press releases, or reports about unauthorized disclosure of Customer Data that identify the other party by name before any publication or communication thereof to any third party other than legal advisors. Notwithstanding the foregoing, each party may provide notice as required by law even if the other party has not provided such consent. Nothing herein will prevent Gabi from making disclosures about a security incident generally. Where applicable law solely allocates the responsibility for giving notice about a Security Incident to Customer, Gabi agrees that Customer has the sole right to determine: (i) whether or not any notices of a Security Incident are required by law or regulation; (ii) the recipients of each notice of a Security Incident, including individuals, regulators, Law enforcement agencies, and consumer reporting agencies; and (iii) the contents of each notice.

6. Warranties & Disclaimers.

6.1 Mutual Warranties. Each party represents and warrants to the other that: (i) this Agreement has been duly authorized, executed, and delivered and constitutes a valid and binding agreement enforceable against such party under its terms; (ii) no authorization or approval from any third party is required in connection with such party's execution, delivery or performance of this Agreement; (iii) the execution, delivery and performance of this Agreement do not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound; and (iv), concerning its activities under this Agreement, it shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data.

6.2 Gabi Warranties. Gabi warrants and represents that during the Term: (i) the Service shall perform materially per the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; (iii) it will use commercially reasonable efforts to prevent the introduction of Malicious Code into the Service to the extent any such Malicious Code is not submitted by Customer or its Enabled Users to the Service. Gabi warrants the Hardware to be free from defects for a period of one (1) year from the date of purchase.

6.3 Warranty Remedies. Each party shall promptly remedy its breach of the warranties in Section 6.1 upon receipt of notification of such breach. To receive warranty remedies, the Customer must promptly report deficiencies in writing to Gabi, but no later than thirty (30) days of the first date the Customer identifies the deficiency. As Customer's exclusive remedy and Gabi's sole liability for breach of the warranty outlined in Section 6.2 (i), (ii), and (iii): (a) Gabi shall correct the non-conforming Service or replace the defective Hardware at no additional charge to Customer; or (b) in the event Gabi is unable to correct such deficiencies after good-faith efforts, Gabi shall refund Customer amounts paid that are attributable to the defective Service from the date Gabi received such notice. Following the expiration of the Hardware warranty, the Customer may purchase replacement Hardware units from Gabi or its authorized reseller for use with the Service provided hereunder in place of any defective GabiKiosk unit, without any additional service charges or other charges.

6.4 Systemic Defects. Notwithstanding any other provision of this Agreement, during the one-year Hardware warranty period, Gabi will promptly undertake to remedy any Service Failure without charge and undue delay.

6.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GABI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE SERVICE AND RELATED DOCUMENTATION. GABI DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification.

7.1 Indemnification by Gabi. Gabi shall defend, indemnify and hold Customer and its respective officers, directors, successors, assigns, agents, and employees (collectively, the "Customer Indemnified Parties") harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against the Customer Indemnified Parties by a third party alleging that the use of Gabi services or products by Customer as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Gabi; (b) gives Gabi sole control of the defense and settlement of the Claim (provided that Gabi may not settle any Claim unless it unconditionally releases Customer of all liability), and (c) provides to Gabi, at Gabi's cost, all reasonable assistance. Gabi shall not be required to indemnify Customer in the event of (i) modification of the Service by Customer or Enabled Users in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (ii) use of the Service in a manner inconsistent with the Documentation; (iii) use of the Service in combination with any other product or Service not provided by Gabi; or (iv) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Gabi reasonably believes it will be enjoined, Gabi shall have the right, at its sole option, to obtain for Customer the right to continue the use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Gabi, then use of the Service may be terminated at the option of Gabi, and Gabi's sole liability shall be to refund any prepaid fees for the Service that was to be provided after the effective date of termination.

7.2 Indemnification by Customer. Customer shall defend, indemnify and hold Gabi and its respective officers, directors, successors, assigns, agents, and employees (collectively, the "Gabi Indemnified Parties") harmless from and against any Claims (including reasonable attorney's fees) brought against the Gabi Indemnified Parties arising out of or related to (i) claims by a third party against Gabi based upon Customer's use of Gabi products or services inconsistent with this Agreement, (ii) Customer's customizations, updates and/or corrections to the Service, Software, or Hardware, or (iii) a claim that the customizations, updates and/or corrections developed by Customer infringe any intellectual property rights of any third parties; provided, however, that Gabi: (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Gabi of all liability), and (c) provides to Customer, at Customer's cost, all reasonable assistance.

8. Limitation of Liability.

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR LIABILITY ARISING FROM (I) GABI'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.1 ABOVE; AND (II) CLAIMS FOR BODILY INJURY OR DEATH OR DAMAGES TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY LIABLE FOR THE DAMAGES, IN NO EVENT SHALL GABI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE REVENUE SHARE PAID TO CUSTOMER DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

8.2 IN NO EVENT SHALL GABI HAVE ANY LIABILITY TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT ANY OBLIGATION OF GABI TO RESTORE CUSTOMER DATA UNDER THIS AGREEMENT OR ANY OTHER SUPPLEMENTAL AGREEMENT IS NOT AN INDIRECT DAMAGE, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

9. Term & Termination.

9.1 Term of Agreement. The term of this Agreement commences on the Effective Date and continues for an initial period of two (2) years ("Term"). The Agreement will automatically renew for an additional two (2) year periods (each a "Renewal Term") unless either party provides thirty (30) days written notice of the intent not to renew the Agreement.

9.2 Termination. Either party may terminate this Agreement, (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Gabi may terminate the Service for convenience upon sixty (60) days notice to the Customer. Upon any termination by Customer under this Section, Gabi shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

9.3 Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service and Gabi Confidential Information; and Gabi shall immediately cease accessing and otherwise using Customer Confidential Information and Customer Data. Termination for any reason shall not relieve Gabi of the obligation to pay any Revenue Share accrued or due and payable before the effective date of termination. Upon termination, the Customer shall return all Hardware to Gabi and deinstall any Software within thirty (30) days.

9.4 Surviving Provisions. The following provisions of this Agreement shall not survive and shall have no further force or effect following any termination or expiration of this Agreement: (i) Section 1.1(i) "Provision of the Service"; (ii) Section 3.2 "License Grant"; and (iii) any Order Form(s). All other provisions of this Agreement and related agreements which should by their nature survive termination shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. The parties are independent contractors. There are no third-party beneficiaries to this Agreement.

10.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first-class mailing; or (iii) the second business day after sending by facsimile or email with telephonic or other confirmation of receipt. Notices to Gabi shall be addressed to the attention of Luis J. Diaz at the address listed on the Order Form for Gabi. Notices to Customer shall be addressed to Customer's address on file per its registration. Each party may modify its recipient of notices by providing notice under this Agreement.

10.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.4 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Gabi or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

10.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably

withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full, except that Customer shall have no right to assign this Agreement to a direct competitor of Gabi. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect.

10.6 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of New Jersey, without regard to its conflicts of laws rules. No version of the Uniform Computer Information Transactions Act or any substantially similar Law enacted in any jurisdiction (collectively "UCITA") will apply to or govern any license granted or any party's performance under this Agreement or any of the parties' rights and obligations arising under this Agreement. All claims must be brought in the state or federal courts located in Essex County, New Jersey, and each party agrees to these as the exclusive forums and waives any claim of inconvenient forum. **EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT.** Before commencing any litigation, except for one seeking injunctive relief, the party commencing litigation must exhaust alternative dispute resolution processes described in section 10.11.

10.7 Export. Each party shall comply with the Export Laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo or sanctions; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

10.8 Insurance. Gabi will maintain during the entire duration of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Gabi Services are to be performed.

(a) Workers' Compensation insurance prescribed by applicable local Law and Employers Liability insurance with limits not less than \$1,000,000 per accident/employee.

(b) Business Automobile Liability covering all vehicles that Gabi owns, hires, or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.

(c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage, and bodily injury, including death, with an aggregate limit of no less than \$2,000,000.

10.9 Miscellaneous. This Agreement, including Exhibit A and all Order Forms, constitutes the entire Agreement between the parties concerning the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification or waiver is to be asserted. The enumeration and section headings are used in this Agreement for reference and convenience only and do not have any substantive significance in the construction or interpretation of this Agreement. As used in this Agreement, the word "including" (as well as "include" and "includes") is not limiting and means "including without limitation." This Agreement has been negotiated, and no provision shall be construed against either party for the sole reason that it is the drafter of the provision. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the

execution of this Agreement and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

10.10 Publicity. Gabi shall not use Customer's name, logos, or trademarks in any written press releases, advertisements, and marketing materials, or use Customer's name in lists of customers and on its website, including, but not limited to, Gabi's community portal, without the prior written consent of Customer.

10.11 Alternative Dispute Resolution. All disputes between the parties arising out of this Agreement or any corresponding Order Form will first be submitted for informal resolution between authorized representatives of Gabi and Customer. Should the parties be unable to obtain a resolution within thirty (30) days after commencement of informal resolution negotiation or such other period agreed to in writing by the parties, either party (the "Complaining Party") shall submit the dispute to non-binding mediation under the auspices of the American Arbitration Association ("AAA") or another mediation organization agreed upon by the parties for resolution under its rules then in effect. Except as otherwise limited by each party's indemnity obligations provided in Section 7 and the limitations of that liability in Section 8 of this Agreement, each party shall be responsible for its expenses related to mediation, including attorneys' fees. If the dispute is not resolved within sixty (60) days after submission to mediation, the Complaining Party may commence litigation under Section 10.6. All statutes of limitations and periods of repose shall be tolled during the informal resolution period and the mediation proceedings. Pending final resolution of any dispute, the Parties shall continue to fulfill their respective obligations hereunder except that either party may exercise termination rights if permitted by this Agreement. This Section shall survive completion or termination of this Agreement, but under no circumstances shall either party be allowed to initiate Alternative Dispute Resolution or court action of any claim or dispute arising out of this Agreement after such period as would usually bar the initiation of legal proceedings to litigate such Claim or dispute under the Laws of the State of New Jersey. Notwithstanding anything in this Section 10.11, either party may seek injunctive relief at any time.

**EXHIBIT A
CUSTOMER REVENUE SHARE RATES SCHEDULE**

This **Exhibit A**, as amended from time to time, reflects the Revenue Share Rates paid by Gabi as commissions to Customer on each valid Monetization Transactions using the Service on existing or new Compatible Equipment. The Revenue Share Rates below may be amended by Gabi from time to time to reflect market conditions for advertisements. The Capitalized Terms in this **Exhibit A** have the meanings set forth in the Master Subscription & Revenue Sharing Agreement, which is hereby incorporated by reference in its entirety.

INBOUND ADVERTISER TRAFFIC:

COMPATIBLE EQUIPMENT	GABIT CREDIT (REVENUE SHARE RATE) PER MONETIZATION TRANSACTION
XEROX A3	US\$0.25
XEROX Light Production	US\$0.25
XEROX A4	US\$0.10

OUTBOUND (IN-NETWORK) ADVERTISER TRAFFIC:

Customer shall have the right first refusal to participate in any of Gabi’s future services, including an outbound/in-network advertising program that allows Customers to place advertisements to promote Customers good and services to other Customers.

Effective as of March 14, 2022

**EXHIBIT B
GABI PATENTS**

Title	Grant No
SYSTEM, NETWORK ARCHITECTURE AND METHOD FOR ACCESSING AND CONTROLLING AN ELECTRONIC DEVICE	10,430,125
SYSTEM, NETWORK ARCHITECTURE AND METHOD FOR ACCESSING AND CONTROLLING AN ELECTRONIC DEVICE	10,891,085
SYSTEM AND METHOD FOR PROVIDING USER-CENTRIC CONTENT TO AN ELECTRONIC DEVICE	10,762,058
SYSTEM AND METHOD FOR SECURELY ACCESSING, MANIPULATING AND CONTROLLING DOCUMENTS AND DEVICES USING NATURAL LANGUAGE PROCESSING	10,812,680
SYSTEM AND METHOD FOR RECOMMENDING A TRANSACTION TO REPLACE A DEVICE BASED UPON TOTAL COST OF OWNERSHIP	10,891,576