

MASTER RESELLER AGREEMENT

THIS MASTER RESELLER AGREEMENT (THE "AGREEMENT") BETWEEN GABI SOLUTIONS, INC. ("GABI") AND THE PERSON OR ENTITY ENTERING INTO THIS AGREEMENT BY THE METHODS DESCRIBED BELOW ("RESELLER") GOVERNS THE RESELLER'S NON-EXCLUSIVE APPOINTMENT TO MARKET, PROMOTE, AND SELL GABI TRIPLE PLAY SUBSCRIPTION AND RELATED 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 A RESELLER APPOINTMENT FORM THAT REFERENCES THIS AGREEMENT, OR (3) OFFERING FOR SALE GABI TRIPLE PLAY SUBSCRIPTION AND RELATED PRODUCTS AND SERVICES, AND IF ACCEPTED, THE RESELLER AGREES TO THE TERMS OF THIS AGREEMENT AS AMENDED FROM TIME TO TIME, INCLUDING ANY ATTACHMENTS. 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 "RESELLER" 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.

1. Purpose.

1.1. Appointment. In consideration of the promises and mutual covenants contained herein, Gabi hereby appoints Reseller, and Reseller hereby accepts such appointment, on a non-exclusive basis, for the Territory under the applicable Reseller Appointment Form, as an authorized reseller of Gabi Triple Play Subscriptions and related Service providing Customers of Gabi-enabled office equipment with (i) voice control to enhance employee productivity, (ii) "Dead Space" monetization with revenue sharing, and (iii) a cyber secure platform that does not use the Personally Identifiable Information ("PII") of Customers, their employees, or Enabled Users on Monetization Transactions. If Reseller's sales volume averages less than twenty (20) Triple Play Subscription sales per month (on an annualized basis), Gabi shall have the right, but not the obligation, to terminate Reseller's appointment upon thirty (30) days prior written notice.

1.2. Commitments. Reseller commits to offer Gabi Triple Play Subscriptions to all Customers purchasing the Compatible Equipment outlined in Exhibit A (as amended from time to time) to this Agreement. Reseller agrees to act in good faith and use commercially reasonable efforts to advertise and promote Gabi Triple Play Subscriptions to all existing and potential future office equipment customers. The Reseller will receive calls from Customers, validate product(s) hardware and software configurations, and route all calls respecting Gabi Triple Play Subscriptions. Reseller shall be responsible for obtaining, maintaining, and otherwise complying with all applicable licenses, permits, equipment, certifications, and other regulatory obligations associated with the sale of Gabi Triple Play Subscriptions outside North America. Gabi commits to using reasonable efforts to facilitate and support Reseller's identification and compliance with the preceding.

2. Definitions.

"Activation" means Gabi's delivery and installation by the Customer of the necessary Hardware, services, and information to permit a Customer to access and use the Service and start Monetization Transactions with advertisements.

"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.

"Commission" means the payment amount to be paid to a Reseller or Sales Representative resulting from Customer's use of the Service under a Triple Pay Subscription purchased as a direct result of sales efforts made by Reseller and Sales Representative during the Term of this Agreement. The Commissions for Compatible Equipment shall be set forth at Exhibit A and may be amended from time to time by Gabi in its sole discretion based on market forces.

"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 Gabi Triple Play Subscription.

"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 Gabi Triple Play Subscriptions from Reseller.

"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, without limitation, 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.

"Commission" means the payment amount set forth at Exhibit A that is paid by Gabi to Reseller and its Sales Representative concerning the sale of a Gabi Triple Play Subscription to a Customer for use on Compatible Equipment after the minimum number of valid Monetization Transactions has been achieved on the Compatible Equipment.

"Dead Space" means the wait time required by an electronic device a Multi-Function Printer to complete a command (e.g., copy, scan, print, 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 Customers.

"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.

"Master Subscription Agreement" means the Master Subscription and Revenue Sharing Agreement between Customer and Gabi under which terms Customer must consent to subscribe to the Triple Play Subscription.

"Minimum Transactions" means the minimum number of Monetization Transactions on a piece of Compatible Equipment that must occur for Reseller or its sales representative ("Sales Representative") to be entitled to payment of Commission for sale of a Triple Play Subscription to a Customer. The Minimum Transactions for Compatible Equipment shall be set forth at Exhibit A and may be amended from time to time by Gabi in its sole discretion based on market forces.

"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 fraudulent transactions 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 Master Subscription Agreement and approval by Gabi.

"PII" or "Personally Identifiable Information" means any information provided by Customer to Gabi or Gabi Triple Play Subscriptions 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 different types of sensitive personal information.

"Reseller Appointment Form" means the order form under which an established reseller of Compatible Equipment is appointed to market and promote Triple Play Subscriptions to its existing and future Customers in a Territory stated therein and subject to this Agreement and approval by Gabi.

"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, an 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.

"Territory" means the non-exclusive geographic region outlined in the Reseller Appointment Form.

"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 considerable 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.

3. License Grant, Proprietary Rights, Pricing, and Future Releases.

3.1 Licenses. Subject to the terms and conditions of this Agreement, during the Term of this Agreement, Gabi grants and conveys to Reseller a non-exclusive, non-transferable, worldwide license to resell, use, promote, market, demonstrate, distribute, and provide first level support on the Services, and to market and distribute the Service, either directly or indirectly through their authorized distribution channels, on a standalone basis or together with Compatible Equipment. Subject to the terms and conditions, Gabi further grants to Reseller: a perpetual, non-transferable, royalty-free, fully paid, worldwide, and non-exclusive right and license to use the marks GabiWorxSM, GabiKioskTM, GabiViewsSM, and Gabi Triple PlaySM solely for this Agreement during the Term. Gabi also grants to Reseller a non-exclusive license under U.S. Patent No. 10,762,058 during the Term of this Agreement to use, sell, and offer to sell Services.

3.2 Triple Play Subscription Materials. Gabi shall provide Reseller with the Order Form, Master Subscription Agreement, and Customer Revenue Rates Schedule in clickwrap form for immediate acceptance by Customers as a condition of Installing and accessing the Service.

3.3 Proprietary Rights. Gabi and its licensors own all rights, titles, and interests in and to the Software and Hardware related to the Gabi Triple Play Subscriptions, including 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. No rights are granted to Reseller or Customer hereunder other than as expressly set forth herein.

3.4 Initial Launch in the United States. The parties agree that Reseller may launch and offer the services in the designated Territory in the United States. Gabi reserves the right to assign additional territories to Reseller based on Reseller's performance.

3.5 Reseller Marketing, Technical and Training Documentation

A. Reseller will provide to Gabi such marketing information as Reseller creates in the ordinary course of business relating to Gabi Triple Play Subscriptions and related products and services, including samples of marketing collaterals, technical specifications, and any updated descriptions of the Service, the Triple Play Subscription and related products and services to facilitate Reseller's training, marketing, and distribution efforts. Reseller shall comply with Gabi's trademark usage manual provided to Reseller, the requirements of which may be amended from time to time and are incorporated herein by reference. Gabi shall provide the Reseller with training videos and other resources concerning the installation and use of the Service and selling and promoting the Triple Play Subscription to existing and new Customers.

B. Reseller must not misrepresent Gabi's Services in any manner. Reseller shall clarify to Customers that Transaction Monetization revenue projections produced by Reseller or its Sales Representatives are for illustration purposes only and do not represent any commitment to a minimum revenue guarantee. Reseller shall explain that revenue earned is a function of actual Customer usage volumes for print, copy and scan transactions with available Dead Space, market demand from advertisers, and eligible Monetization Transactions approved by Gabi.

C. Reseller shall complete an Order Form for each Customer requesting a Triple Play Subscription. The Order Form shall include all requested information, including the Customer's SIC Code, the estimated number of scan, copy, print, and fax transactions, the number of employees, gender percentages, zip code of location(s) where Compatible Equipment will be placed, and census of male to female employees. The completed Order Form shall be submitted to Gabi for review, approval, and signature.

D. Reseller shall assist Customer to install the Software and Hardware required by the Service. The Reseller agrees to cooperate fully with Gabi to support the Customer during the Term of the Triple Play Subscription.

F. Reseller shall duplicate any Documentation regarding the Service at its sole cost and expense as authorized and directed by Gabi.

3.6 License Restrictions. Reseller shall not (i) modify, copy or create any derivative works based on Gabi Triple Play Subscriptions including the Service and Documentation, except as directed by Gabi under Sections 3.5 and 5.2; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a service bureau, or otherwise make the Service including Documentation available to any third party, other than as permitted herein; (iii) reverse engineer or decompile any portion of Gabi products and services, including but not limited to, any Software and Hardware utilized by Gabi in the provision of the Service and Documentation; or (iv) copy any features, functions, integrations, interfaces or graphics of the Service and Documentation, including (in the case of each of (i) through (iii) and without limitation) to build a similar or competitive product or Service or to obtain unauthorized access to the Service. Reseller shall not engage in any misrepresentations, fraud, or other intentional misconduct in explaining the Services, Transaction Monetization, or in providing revenue projections to Customers. Should Reseller violate this provision, Gabi shall be entitled to terminate this Agreement immediately and seek immediate injunctive relief in addition to any other legal rights and remedies available to it.

3.7 Payment to Resellers. For each Triple Play Subscription sold by Reseller to an existing or new Customer of Compatible Equipment and after Activation and start of Monetization Transactions, Gabi agrees to pay each Reseller and the Sales Representative the Commission set forth at **Exhibit A** for each eligible Monetization Transactions at the end of the calendar quarter where the Minimum Transactions required for payment of the Commission on a Triple Play Subscription are achieved on Compatible Equipment. Gabi shall pay Resellers and Sales Representatives on the 30th day of each calendar quarter, starting on June 30, 2022.

3.8 Additional Compatible Equipment and Services. From time to time, Gabi shall amend the list of Compatible Equipment in Exhibit A and enhance the Service to include other functionality.

4. Warranties.

4.1 Gabi Warranties. Gabi represents and warrants that:

- A. Gabi holds sufficient right, title and interest (including rights to resale or sublicense) to Gabi Triple Play Subscriptions, related products and services and the Services and all rights from third parties necessary to grant the rights set forth herein;
- B. Hardware provided by Gabi shall fully conform to the Specifications for a period of one (1) year from the date of delivery;
- C. To the best of Gabi's knowledge, Gabi Services does not infringe any issued U.S. patent, U.S. copyright, or other proprietary rights of a third party;
- D. Gabi Services will be substantially free from material defects in materials and workmanship;
- E. Licensed Software media, if any, shall be materially free from defects in workmanship and materials for a period of ninety (90) days from delivery to Reseller or Customer;
- F. To the best of Gabi's knowledge, no additional licenses, permits, equipment, certifications, or other regulatory obligations are required for the sale of the Service within North America; and
- G. Gabi shall provide sufficient personnel to perform Gabi's obligations hereunder and shall perform all support and other services competently and professionally following industry practices and standards applicable to such services.

4.2 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.

4.3 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY PROVIDED ABOVE, GABI DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES REGARDING ANY LICENSED PRODUCT OR SERVICE OR ITS PERFORMANCE, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.4 Mutual Warranty. 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) each party shall follow all applicable state and federal law and regulations in the United States and internationally, including all applicable laws, rules, and regulations associated with the same of products in the Territory in the case of Reseller, and including all applicable laws, rules and regulations in the case of Gabi.

5. Gabi Marketing, Customer, and Technical Support.

5.1 Press Release. At its discretion and no cost to Reseller, Gabi may issue a press release relating to the transactions contemplated by this Agreement.

5.2 Gabi Marketing, Technical and Training Documentation

- A. Gabi will provide Reseller with marketing information as Gabi creates in the ordinary course of business relating to Gabi Triple Play Subscriptions and related products and services, including samples of marketing collaterals, technical specifications, and updated Service descriptions facilitating Reseller's training, marketing, and distribution efforts.
- B. Gabi will provide Reseller sales, technical, application, and customer training materials as Gabi creates in the ordinary course of business relating to Gabi Triple Play Subscriptions to facilitate Reseller's training efforts necessary to meet Reseller's obligations under this Agreement.
- C. Gabi grants Reseller the non-exclusive right to duplicate and distribute Documentation in the form received from and authorized by Gabi. The Reseller may also incorporate (including reformatting) such materials into any Reseller materials and translate such materials into foreign languages, provided Reseller agrees not to remove, destroy or alter Documentation with Gabi's logo, and use of such logo is accompanied by the term "Featuring," "Developed Using" or any other terms agreed to by the parties. Gabi may modify Gabi's Documentation and logo from time to time. Reseller shall provide Gabi samples of the altered Documentation which bear the required marks and which Reseller intends to use in their distribution. All logos required by this Section shall be affixed in a visible location and appear in all Documentation.
- D. Gabi grants Reseller a non-exclusive, limited license, for the Initial Term and any renewal terms of this Agreement, to use and display the trademarks and other names, logos, or icons identifying GabiWorx, GabiKiosk, GabiViews, and Gabi Triple Play Subscriptions (collectively "Gabi Trademarks") solely for marketing and distribution purposes in connection with this Agreement. Reseller shall not reproduce or use the Gabi Trademarks for any other purpose without Gabi's prior review and approval.
- E. Gabi grants Reseller a non-exclusive, limited license, for the Initial Term and any renewal terms of this Agreement, to sell and offer to sell in the Territory GabiWorx, GabiKiosk, and GabiViews (collectively "Licensed Products") and related know-how under all of Gabi's issued patents relating to the Licensed Products at Exhibit B.

- F. All use by Reseller of Gabi Trademarks or domain names shall inure to the benefit of Gabi, and Reseller shall not obtain any rights to Gabi trademarks or domain names, other than the rights expressly set forth herein.
- G. The duplication and distribution by Reseller of all materials covered by this Section will be at Reseller's sole cost and expense.

5.3 Technical Support. Reseller agrees to receive and route calls requesting support to Gabi. Gabi agrees to provide the Customer with Basic Support to meet Customer support obligations.

5.4 Marketing Cooperation and Support. At Reseller's request during the Initial and any Renewal Term(s) from time to time and at no additional cost to Reseller, Gabi will cooperate with and support Reseller in responding to Customer requests for information respecting Gabi Triple Play Subscription features and functionality.

6. Term & Termination.

6.1 Term. This Agreement shall remain in effect for one (1) year from the Effective Date (the "Initial Term"). It will automatically renew for successive one (1) year terms (the "Renewal Term") unless written notice of termination is given by either party at least thirty (30) days before the expiration date of the Initial Term or any subsequent Renewal Term, or unless this Agreement is otherwise earlier terminated as provided herein.

6.2. Termination. Either Reseller or Gabi may terminate this Agreement by written notice of a material breach by the other party has not been cured within thirty (30) days after written notice to the other of such breach. All payments from Gabi to Reseller shall end on termination of this Agreement by either party, or termination of any corresponding agreement with a Customer that results from this Agreement.

7. Indemnity & Limitation of Liability.

7.1 Indemnification by Gabi. Gabi shall defend, indemnify and hold Reseller harmless from and against any loss, costs (including reasonable attorneys' fees), liability, damage, claim, suit, demand, cause of action, or proceeding arising out of or related to (a) an allegation that the Service infringes or misappropriates a third party's patent, trade secret, copyright or other intellectual property right arising under the laws within the Territory; (b) an allegation that Gabi's gross negligence or intentional acts or omissions in providing the Service has caused property damage or personal injury or (c) the Service fails to comply with applicable product safety or environmental requirements. Reseller shall promptly notify the Gabi in writing of any such claim, give the Gabi information and assistance in the preparation of the defense of any such claim, and permit the Gabi to control, defend and settle such claim through attorneys of its choosing. A failure to do so will constitute a waiver of the party's right to indemnification.

7.2 Indemnification by Reseller. Reseller 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 loss, costs (including reasonable attorneys' fees), liability, damage, claim, suit, demand, cause of action, or proceeding arising out of or related to (a) Reseller's modification, use or distribution of the Triple Play Subscription related products and services not in strict accordance with this Agreement; (b) any misrepresentation or any breach of any warranty, covenant or agreement of Reseller; (c) any infringement or misappropriation of any of Gabi's Intellectual Property rights, including, among others, patents, copyrights, and trade secrets, (d) any breach of the scope of the license granted to Reseller to the Triple Play Subscription related products and services (d) any action against Gabi for injuries or damage to persons or property caused or claimed to have been caused by the negligent or intentional acts or omissions of Reseller personnel while in the course of performing work under this Agreement. The Gabi Indemnified Party shall promptly notify Reseller in writing of any such claim, give Reseller information and assistance in the preparation of the defense of any such claim, and permit Reseller to control, defend and settle such claim through attorneys of its choosing. A failure to do so will constitute a waiver of the party's right to indemnification

7.2 Limitation of Liability. EXCEPT FOR LIABILITY ARISING OUT OF THE OBLIGATIONS IN SECTIONS 7.1 (INDEMNIFICATION BY GABI), 7.2 (INDEMNIFICATION BY RESELLER) AND 8 (CONFIDENTIALITY), OR WILLFUL OR RECKLESS MISCONDUCT(A) IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OBLIGATED

TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS WHETHER ANY CLAIM SOUNDS IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT, OR ANY OTHER THEORY; AND (B) IN NO EVENT SHALL EITHER PARTY'S TOTAL, CUMULATIVE LIABILITY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID TO GABI UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTH PERIOD.

In the event of an unauthorized disclosure of unencrypted Customer Data collected or stored (i) by Reseller on a Gabi-enabled multifunction printer or (ii) by Gabi Triple Play Subscriptions via the Service, respectively, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be 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.

8. Confidentiality.

8.1 No Publicity. Unless otherwise expressly provided in this Agreement, Reseller shall not (a) make any news release, public announcement, denial, or confirmation of this Agreement or its subject matter, or (b) advertise or publish any facts relating to this Agreement.

8.2 Confidential Information. As defined in the Definition in Section 2, the Receiving Party shall hold Confidential Information in strict confidence, shall use and circulate such Confidential Information within the Receiving Party's organization for the sole purpose of performing receiving party's obligations outlined in this Agreement, and shall not disclose such Confidential Information to any third party without the express prior written consent of the Disclosing Party. 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 hereunder. Should the Receiving Party violate this provision, the Disclosing Party shall be entitled to terminate this Agreement and seek immediate injunctive relief in addition to any other legal rights and remedies available to the Disclosing Party.

8.3 Customer Data. In performing its obligations under this Agreement, Gabi may collect and use transaction data to provide Services under this Agreement, including generating aggregated or statistical data as noted in Section 8.4 below. Transaction data collection and use shall not include PII unless a Customer expressly requests that Gabi collect such information.

8.4 Aggregated Data Use. Gabi owns 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. In no event does the Aggregated Data include any personally identifiable information; Aggregated Data that is derived, in whole or in part from information that can be identified as being associated with an individual or with a 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.

9. 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 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.

10. Intellectual Property.

10.1 Proprietary Rights. Gabi is and shall at all times be and remain the owner to any Gabi Intellectual Property. Reseller shall not at any time be deemed to have acquired any right in and to such Gabi Intellectual Property except as expressly set forth herein. Except as expressly licensed herein, Reseller does not acquire any title to, rights, or interest in any related Documentation and materials supplied by Gabi hereunder.

11. General.

11.1 Governing Law. 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. The applicable law will be the law as it existed before the enactment of UCITA. 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. The parties expressly agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods as amended from time to time shall not apply to this Agreement. **IN ANY ACTION TO ENFORCE THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL.**

11.2 Export Laws. To the extent applicable, both parties agree that exports and re-exports (including transfers of technology) made under this Agreement or involving any commodities, software, services, or technology within the scope of this Agreement, shall be undertaken in compliance with applicable U.S. export control and sanctions laws and regulations, including, but not limited to, such laws and regulations administered by the United States Departments of the Treasury, Commerce, and State, and, if applicable, relevant export control and sanctions laws and regulations of other countries. Both parties further agree to fully cooperate in complying with such laws and regulations and assisting the other party with such compliance (including providing information necessary for either party to meet their compliance obligations).

11.3 Waiver. Either party's failure to require the other party's performance of any term or condition of this Agreement shall not constitute a waiver. It shall not affect the right of such party to enforce such provision later unless such waiver is made expressly in writing signed by an authorized representative of the waiving party.

11.4 Relationship of the Parties. Reseller and Gabi agree (i) that they are independent parties and neither is authorized to make any commitment or representation for the other and (ii) that during the Term of this Agreement if the term "partnership," "Partner" or "development partner" or the like is used to describe the business relationship described herein, both Reseller and Gabi understand and agree to make it clear to third parties that these terms refer only to the spirit of cooperation between Reseller and Gabi and do not describe or expressly or implicitly create the legal status of partners or joint venturers.

11.5 No Compensation Liability. The parties agree that the termination provisions herein, in terms of both notice and default events, are reasonable and agree not to contest the same by way of wrongful termination proceedings or otherwise.

11.6 Force Majeure. Neither party shall be liable for Service interruptions, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, acts of God, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, or any other cause beyond the affected party's reasonable

control. The party so delayed or prevented from performing shall provide prompt notice of such event to the other party and shall exercise good faith efforts to remedy any such cause of delay or cause preventing performance.

11.7 Assignment. Except for an assignment to a controlled subsidiary or affiliate of a party, neither party hereto may assign or transfer this Agreement to any other third party without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

11.8 Survival. The provisions of this Agreement which by their nature ought to survive termination of this Agreement will survive the expiration or termination hereof including but without limitation, the provisions in Section 11, the parties' representations and warranties, indemnification obligations, limitations on liability, confidentiality provisions and any perpetual licenses granted herein. To avoid doubt, expiration or termination of this Agreement shall not affect Subscription Services Agreements accepted by Customers before such expiration or termination, which shall survive per their terms.

11.9 Headings. The headings and titles of the Sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision.

11.10 Severability. If any provision of the Agreement is held invalid by any law, rule, order, or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid. The Agreement shall in such circumstances be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by law.

11.11 Language. The parties have executed this Agreement in the English language. No translated version of this Agreement into any other language shall be controlling and binding upon any of the parties hereto.

11.12 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.

11.13 Notices. All notices provided for under this Agreement shall be sent by first-class mail to the addresses as stated in the Reseller Appointment Form or such other individuals and addresses as either party may from time to time provide in writing subject to the notice provisions herein.

EXHIBIT A
COMMISSIONS & MINIMUM MONETIZATION TRANSACTIONS

This **Exhibit A**, as amended from time to time, reflects the Commissions paid by Gabi to Reseller and Sales Representatives on the sale of a Triple Play Subscription with revenue sharing for use with existing or new Compatible Equipment. The Commissions shall not be payable until the Minimum Monetization Transactions are achieved on the specific Compatible Equipment associated with a Triple Play Subscription. Commissions and Minimum Transactions 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 Reseller Agreement, which is hereby incorporated by reference in its entirety.

COMPATIBLE EQUIPMENT	COMMISSION RESELLER	COMMISSION SALES REP	MINIMUM TRANSACTIONS
XEROX A3	\$125	\$150	800
XEROX Light Production	\$125	\$150	800
XEROX A4	\$50	\$50	400

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