

Rewards Agreement

Supplier: Superior Office Products, Inc.	Supplier Address:	Supplier Rep Name: Kevin Ashton
Lessor:		Agreement Number:

CUSTOMER INFORMATION

Full Legal Name: Matagorda ISD		Phone: 979-943-2505
Billing Address: PO Box 657	Install Address: 717 Wightman Street	Contact Name: Barbara Marchbanks
City: Matagorda	State: TX	Zip Code: 77457
Contact Email: barbara.marchbanks@matagordaisd.com		

ITEMS FOR LOCATION

Hardware/Software at Location (Use separate sheet for each location)	Qty	FEE	Reward
TP3- GabiKiosk L3 hardware	2	\$100	\$300 PER DEVICE QUARTERLY CHECK
TPV – GabiViews software			0
TPW- GabiWorx software			0
MFP Model/Serial # _____			

DEMOGRAPHICS

SIC: 8211	Children (<18): <input type="text" value="0"/> Young (18-25): <input type="text" value="5"/> Adult (26-56): <input type="text" value="12"/> Senior (57 Plus): <input type="text" value="11"/>	Employee Count: <input type="text" value="28"/> Gender: M <input type="text" value="25"/> % F <input type="text" value="75"/> %
Jobs/Mo: <input type="text" value="42,000"/>		

ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE AUTHORIZED TO ENTER INTO A BINDING AGREEMENT AND THAT YOU HAVE READ AND AGREE TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH HEREIN. BY YOUR SIGNATURE, YOU ALSO ACKNOWLEDGE THAT YOU ARE AUTHORIZED AND HAVE READ AND AGREE TO BE BOUND BY THE TERMS OF THE END USER LICENSE AGREEMENT (EULA) AT [HTTPS://WWW.GABISOLUTIONS.COM/GABI-TRIPLEPLAY-DOCS/EULA.PDF](https://www.gabisolutions.com/gabi-tripleplay-docs/eula.pdf) BETWEEN YOU AND GABI SOLUTIONS, LLC FOR USE OF THE ABOVE HARDWARE AND SOFTWARE.

Authorized Signer X:	Date: 8/18/2023	Federal Tax ID # (Required): 74-6000243
Print Name: Barbara Marchbanks	Title: Superintendent	

TERMS & CONDITIONS

Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "SUPPLIER," "we," "us," "Owner" and "our" mean the party identified above as the supplier under this Agreement. "Party" means you or SUPPLIER, and "Parties" means both you and SUPPLIER. "Supplier" means the entity identified as "Supplier" above. "EULA" means the End User License Agreement between you and Gabi Solutions, LLC ("GABI"), under which you are granted a non-exclusive license to use the Hardware and Software listed above. "Agreement" means this Rewards Agreement, including any terms set forth herein. "Commencement Date" means the date that you receive, install, and start using the Hardware and Software. "Rewards" means the quarterly Rewards awarded by SUPPLIER following the successful completion of a ninety (90) day testing period after the Commencement Date for Hardware receiving live advertisements ("Activated"). "Hardware" means the "GabiKiosk L3" devices identified above and in any attached schedule, plus other "Software," which means the "GabiViews" application for use on computers and laptops and the "GabiWorx" application for Android and Apple devices listed under Items. "License Fee" means the one-time fees identified under Items and billed on your first invoice, which are required to use the Triple Play Hardware and Software and that you agree to pay, covering initial costs. "Term" means the duration of this Agreement plus any subsequent renewal or extension terms.

1. **Agreement, Payments.** The Initial Term commences on the Commencement Date. SUPPLIER agrees to credit your account each calendar quarter with Rewards based on the number of Activated GabiKiosk L3 devices installed in copy rooms or other common areas at your location(s). SUPPLIER shall pay You the Reward above at the end of each calendar quarter for Activated devices that meet the applicable requirements. You further agree and understand that (i) any Reward Credit projections produced by SUPPLIER or its Sales Representatives are for illustration purposes only and do not represent any commitment to a minimum Rewards guarantee; (ii) Rewards earned are a function of the actual number of Activated GabiKiosk L3 devices displaying advertisements and other content that meet the requirements of Section 4 below.
2. **Triple Play Hardware and Software.** To the extent that the Hardware includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that SUPPLIER is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with any license and/or other agreement ("Software License") with the licensor of the Software ("Licensor"). You're responsible for determining with the Supplier whether any Software Licenses are required and entering into them with Licensor no later than 30 days after the Acceptance Date. You agree Hardware is for your lawful business use in the United States, will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Hardware as a fixture to real estate or make any permanent alterations to it.
3. **Non-Cancellable Agreement.** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE HARDWARE, SUPPLIER, ANY THIRD PARTY, OR SUPPLIER.
4. **Hardware and Software.** Hardware may not be disabled, removed, or moved to another physical location without SUPPLIER's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Hardware or Software out of service during the Term. You shall permit SUPPLIER or its agent to inspect Hardware and Software installation and any usage records relating thereto during your normal business hours upon reasonable notice. SUPPLIER shall place Hardware in designated common areas at each location. The Hardware must be "always on" with a monthly uptime of 99.99 percent. Any additional wiring required to install and place Hardware shall be at Your sole cost and expense

5. **Reconciliation, Rewards and Setoff.** You shall receive a quarterly reconciliation showing all Activated Hardware and Software utilized by You. The reconciliation may be adjusted to remove fraudulent or invalid transactions that result from misuse or tampering with the Hardware and Software. SUPPLIER shall issue Rewards in the form set forth above (e.g., check or credit) based on the number of installed and Activated GabiKiosk L3 devices. The Rewards per L3 device (if any) shall be as set forth in this Agreement. If You owe the Supplier any amount under this contract or any other agreement between the parties, the parties agree that Supplier may setoff such amount against any amounts owed to You under this Agreement. The parties further agree that the setoff shall be made by Supplier giving notice to You of the amount to be setoff via the quarterly reconciliation report. This setoff provision shall be a continuing right of Supplier and shall survive termination or completion of this Agreement.

6. **Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE HARDWARE OR SOFTWARE, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT SUPPLIER'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF SUPPLIER'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION.

7. **Hardware and Software Warranty Information and Disclaimers.** SUPPLIER HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, USE OR MAINTENANCE OF THE HARDWARE OR SOFTWARE. SUPPLIER HAS NO INVOLVEMENT IN ADVERTISEMENT PROCUREMENT OR DELIVERY. THEREFORE, SUPPLIER DISCLAIMS, AND YOU WAIVE SOLELY AGAINST SUPPLIER, ALL HARDWARE AND SOFTWARE WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND SUPPLIER MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE HARDWARE'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. IF THE HARDWARE OR SOFTWARE IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST GABI UNDER THE EULA AND NOT AGAINST SUPPLIER, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.

8. **Liability and Indemnification.** SUPPLIER IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE HARDWARE, SOFTWARE, OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, SUPPLIER, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Hardware and Software; and (b) any and all loss or damage of or to the Hardware or Software. Neither sentence in this Section shall apply to Claims arising directly and proximately from SUPPLIER's gross negligence or willful misconduct.

9. **Default and Remedies.** This Agreement may be terminated by either party of for a material breach that remains uncured after due notice for a period of thirty (30) days. Upon termination of this Agreement, the GABI EULA shall terminate, and You shall remove all Software from your computers and mobile devices.

10. **Risk of Loss.** You assume and agree to bear the entire risk of loss, theft, destruction, or other impairment of the Hardware upon delivery. You, at your own expense, shall keep Hardware insured against loss or damage at a minimum of full replacement value thereof.

11. **Mandatory Binding Arbitration, Class Action, and Limitation of Liability.** YOU AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, OR WHETHER ARISING UNDER ANY STATUTE), THAT YOU MAY HAVE AGAINST SUPPLIER OR ANY OF ITS AGENTS OR ASSIGNS, ARISING OUT OF, RELATING TO OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE GABI TRIPLE PLAY HARDWARE OR SOFTWARE OR SERVICES, OR THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS CLAUSE, WILL BE RESOLVED EXCLUSIVELY BY FINAL BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION. YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION YOU ARE WAIVING ANY RIGHT TO SUE IN COURT AND THUS WAIVING YOUR RIGHT TO A JURY TRIAL. YOU AGREE THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR ANY SUCH DISPUTES. YOU ALSO AGREE THAT ANY ARBITRATION ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER SHALL BE CONDUCTED AND RESOLVED ON AN INDIVIDUAL BASIS ONLY AND NOT ON A CLASS-WIDE, MULTIPLE PLAINTIFF, COLLECTIVE OR SIMILAR BASIS UNLESS MUTUALLY AGREED TO IN WRITING BY ALL INTERESTED PARTIES. YOU AGREE THAT YOU ARE VOLUNTARILY AND EXPRESSLY WAIVING ANY RIGHT TO BRING A CLASS ACTION LAWSUIT AGAINST SUPPLIER, OR ANY OF ITS AGENTS OR ASSIGNS, TO ASSERT ANY CLAIM, DISPUTE OR CONTROVERSY ARISING OUT OF, RELATING TO OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE GABI TRIPLE PLAY HARDWARE OR SOFTWARE OR SERVICES, AND ARE VOLUNTARILY AND EXPRESSLY WAIVING ANY RIGHT TO JOIN ANY SUCH CLASS ACTION LAWSUIT. 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 OF WHETHER ANY CLAIM SOUNDS IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT, OR ANY OTHER THEORY. IN NO EVENT SHALL EITHER PARTY'S TOTAL, CUMULATIVE LIABILITY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT EXCEED THE LOWER OF FIVE THOUSAND DOLLARS OR THE AMOUNT PAID TO YOU UNDER THIS AGREEMENT FOR THE PREVIOUS SIX (6) MONTH PERIOD.

12. **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.

13. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement 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, supply chains issues resulting from viruses, diseases or other similar events, acts of terror, strikes or other labor problems, the supply of advertisements available from advertisers, supply and demand forces impacting the payment for advertisements, 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 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. This Agreement, including the EULA, constitutes the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, proposals, sales presentations, 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.

14. **Original and Sole Controlling Document; No Modifications Unless in Writing.** This Agreement and the corresponding GABI EULA, herein incorporated by reference, constitute the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and the EULA and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by SUPPLIER's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by SUPPLIER and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by SUPPLIER. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON SUPPLIER, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. GABI AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY SUPPLIER. You authorize SUPPLIER to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement numbers, serial numbers, and other Hardware information, so long as there is no material impact to your financial obligations.

15. **Governing Law, Jurisdiction, Venue and Jury Trial Waiver.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY. JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN ESSEX COUNTY, NEW JERSEY OR, EXCLUSIVELY AT SUPPLIER'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE HARDWARE IS LOCATED OR WHERE SUPPLIER'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

16. **Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to SUPPLIER shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize SUPPLIER to communicate with you by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. SUPPLIER will not charge or collect any amounts more than those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount more than that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by SUPPLIER more than that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.