

## EXHIBIT G

### GUARANTY

This Guaranty ("Guaranty") is entered into and effective this \_\_\_\_ day of \_\_\_\_, 2021 the "Effective Date"), by Gainwell Acquisition Corp., a Delaware corporation ("Guarantor"), with its principal offices at 355 LedgeLawn Drive, Conway, AR 72034 in favor of the CalSAWS Consortium ("Beneficiary"), with its principal offices at 11290 Pyrites Way, Suite 150 Rancho Cordova, CA 95670.

1. Guaranty. In consideration of the Beneficiary entering into the CalSAWS Central Print Services Agreement, dated the Effective Date (the "Agreement") with Gainwell Technologies LLC, a wholly-owned subsidiary of Guarantor ("Gainwell Subsidiary"), Guarantor hereby guarantees to Beneficiary performance of all of the obligations owing to Beneficiary by Gainwell Subsidiary and by any other relevant subsidiary of Guarantor ("Relevant Subsidiary") identified as owing obligations under the Agreement (the "Obligations"), on the terms and conditions set forth herein and in the Agreement, for so long as Gainwell Subsidiary and any Relevant Subsidiary remain a wholly-owned subsidiary of Guarantor. Beneficiary shall not be entitled to take any action against Guarantor under this Guaranty unless and until each of the following conditions has been satisfied: (a) Gainwell Subsidiary failed or refused to complete any of its Obligations, and (b) Beneficiary has complied with the requirements of Section 3. Guarantor shall have the right to assert against Beneficiary all of the claims, offsets and defenses that Gainwell Subsidiary or any Relevant Subsidiary has against Beneficiary, except that Guarantor waives: (a) notice of acceptance of this guaranty; (b) notice of any amendments, change orders, extensions of time for performance, changes in the work, or other acts by Beneficiary affecting Relevant Subsidiary's rights or obligations under the Agreement; (c) notice of any breach or claim of breach by Relevant Subsidiary; and (d) the benefit of suretyship defenses generally, except as expressly set forth herein.

2. Limit on Liability. Notwithstanding anything to the contrary in this Guaranty, Guarantor's liability for any Obligations under this Guaranty shall not exceed Gainwell Subsidiary's liability under the Agreement. Without limiting the generality of the foregoing, this limitation amount applies to payment Obligations.

3. Delivery of Notice. Performance by Guarantor under this Guaranty shall be subject to the delivery of (a) a written demand by Beneficiary to Guarantor stating the fact of Gainwell Subsidiary's and/or any Relevant Subsidiary's default under the Agreement, a description in reasonable detail of the default and of the Agreement provisions of which the Relevant Subsidiary is in default, and that all conditions set forth in Section 1 have been satisfied.

4. Term. This Guaranty shall remain in effect until satisfaction of the Obligations, or termination of the Agreement as permitted in the Agreement.

5. Corporate Authority; Enforceability. Guarantor has the power and authority to execute, deliver and perform its obligations under this Guaranty and has taken all necessary action to authorize the execution, delivery and performance thereof. This Guaranty constitutes a legal,

valid and binding obligation of Guarantor, enforceable in accordance with its terms, subject to the effects of bankruptcy and insolvency.

6. Assignment. This Guaranty is personal to the Beneficiary which shall have the right to assign or otherwise transfer the benefit of this Guaranty and its rights, duties, and obligations under this Guaranty to a successor entity in its sole discretion provided written notification of such assignment of transfer is provided to the Guarantor. Should circumstances arise in which this Guaranty is invoked, the Guarantor shall be entitled to subcontract its performance obligations to one or more of its Affiliates or any third party, or as regards payment obligations, to any third party being a bank or other financial institution at its sole discretion, provided that the Guarantor shall remain fully liable for the due and punctual performance of any performance obligations by the assignee(s). For the purpose of this Clause 6, 'Affiliate' shall mean either a directly or indirectly wholly owned subsidiary of the Guarantor.

7. Entire Agreement. This Guaranty and the Agreement, including all exhibits thereto and as that Agreement may be modified through amendments or the Change Order process described in Section 8 of the Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof.

8. Governing Law. This Guaranty shall be interpreted in accordance with the laws of the California, without regard to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State or Federal courts in the County of Sacramento. Contractor accepts the personal jurisdiction of such courts.

9. Notices. Notices to Guarantor shall be sent to the address set forth in the Agreement.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the Effective Date.

Gainwell Technologies LLC

By:  
Name:  
Title:

CalSAWS Consortium

By:  
Name:  
Title: