

MBS Service Agreement Terms and Conditions

These MBS Service Agreement Terms and Conditions (hereafter, "MBSSATOC" are incorporated by reference into the MBS Service Agreement (hereafter, "MBSSA") by and between the Corporate Client listed in the MBSSA (hereafter, "Client") and Managed Business Solutions, LLC (hereafter, "MBS") to collectively form one singular agreement. (Hereafter, the "Agreement")

- I. **Incorporation by Reference.** These MBSSATOC incorporate by reference the MBSSA. The terms "Period of Coverage", "Corporate Client", "Contract Coverage Dates", "Equipment to be Serviced," "Client Environment", "Base Rate," "Frequency," "Clicks", "Bundled Clicks," "Cost Per," "Quantity", "Base Billing", and "B&W", and "Color", "Seat Based", "Tiers" refer to information as provided in the MBSSA.
- II. **Effective Dates.** These effect dates of this agreement are for the period of time listed under "Period of Coverage" in the MBSSA.
- III. **Payment for Services.** Client agrees to pay MBS a sum for Compensation for Services as calculated and due as set out below.
 - A. **Pay Period Determination.** MBS will calculate a sum for Services for each Frequency as selected in the MBSSA. "(hereafter, "Pay Period")
 - B. **Calculation and Payment of Compensation for Services**
 - i. MBS shall receive a sum for Services according to the Rate and Client Click Compensation as calculated below or by Tier Based Billing.
 1. MBS will receive compensation in an amount equal to the Base Rate listed in the MBSSA.
 2. Additionally, MBS will receive compensation in an amount equal to the Frequency Client Click Compensation OR Tier Based Billing for each Pay Period as calculated below:
 - a. Client Clicks will be determined by meter or MBS estimation for the applicable Pay Period as indicated in **Meter**.
 - b. The Compensation Per Click shall the applicable Cost Per on the MBSSA.
 - c. Frequency Client Click Compensation shall be Client Clicks times Compensation per Click.
 - d. Tier based contracts include a separate schedule of flat rates and page limits available in Schedule A
 - ii. Client's total clicks for all Frequencies combined (cumulative) in excess of applicable Quantity will be charged at the rate determined by **Overage Clicks**.
 - iii. **Overage Clicks**
 1. Client is purchasing Clicks as indicated in Quantity on the MBSSA.
 2. Clicks in excess of Quantity shall incur an overage charge based on the number of clicks times the Overage Rates as set out below:
 - a. Overage Rates for Sharp Products:
 - i. Black and White: \$0.02 per page
 - ii. Color: \$0.13 per page
 - b. Overage Rate for Other Products:
 - i. Black and White: \$0.03 per page

ii. Color: \$0.13 per page

- C. **Payment Directed to Third Party.** MBS may direct Client to pay all or a portion of Compensation for Services to a third party.
- D. **Maintenance Increases.** During the course of this Agreement MBS reserves the right to increase rates in MBS's sole discretion due to, *inter alia*, increased maintenance costs.
- E. **Payments Due. Late Fees.** Payment for Services is due within net 30 days of MBS's invoice. A late fee of 1.5% of the amount due shall apply to any late payments. An additional late fee of 1.5% of the amount due shall apply for each additional 30 days that pass without MBS receiving payment.
- F. **Termination for Non-Payment.** If Client defaults in the payment of any charges or other amounts due under this Agreement or any other invoice(s) due to MBS, its affiliates and/or directed third parties and fails to cure such default within 10 (ten) days after receiving written (including, but not limited to electronic mail) notice specifying such default, then MBS may in its sole discretion terminate this Agreement as of a date specified in such notice.
- G. **Non-Refundable.** Payments made pursuant to this Agreement are not refundable nor creditable for any reason whatsoever.

IV. Scope of the Work. Client desires to enter into this Agreement for Services to equipment as set out below.

- A. **Equipment to Be Serviced.** The only equipment that MBS will maintain under this Agreement is Equipment to be Serviced as listed on MBSSA. (The, "Serviced Equipment"). No service and/or goods external to the Serviced Equipment are covered by this Agreement.
- B. **Installation.** MBS will install Serviced Equipment at Client's place of business.
 - i. Serviced Equipment will be deemed installed if it can accomplish a single successful print, copy, and scan.
 - ii. Serviced Equipment will be maintained in working order for the Period of Coverage, unless damaged or destroyed due to a cause not covered under this Agreement.
- C. **Routine Maintenance.** Service calls will be performed at no extra charge for labor performed during MBS Normal Business Hours, provided such service call is limited to routine, remedial, or preventive maintenance and is for Serviced Equipment and not due to Client's misuse of the Serviced Equipment.
 - i. **Overtime.** MBS shall receive a sum equal to an Overtime Charge for service calls made outside MBS Normal Business Hours.
 - 1. MBS Normal Business Hours are 8:30 a.m. to 5:00 p.m. New York City time, Monday through Friday, not including MBS Holidays.
 - ii. **Overtime Charge Calculation.** Overtime Charge shall be an initial \$150 fee for plus an additional \$175 per hour (including the first).
- D. **No Special Maintenance.** MBS is not responsible for special maintenance options including, but not limited to, external copy monitors and/or coin operating equipment,

computers of any kind including, but not limited to, servers, Controllers connecting the Serviced Equipment to networks, and/or computers.

- i. **Controllers.** Controller(s) are defined as the equipment circuitry and/or circuit board(s) designed to complement and/or enhance equipment communication with computer(s) and/or computer network(s).
- E. **No Networking Services.** No networking Services are covered by this Agreement. Networking Services include but are not limited to issues such as Scan to Email (SMTP) and Scan to File (SMB) issues.
- F. **Removal.** In the event it becomes necessary to remove Serviced Equipment from Client's place of business for reasons other than Client's misuse of the Serviced Equipment, MBS will provide comparable loaner equipment to Client at no additional charge.
- G. **Meter.** Client agrees to install software for the purpose of collecting meter, consumable and break/fix information. If Client does not install software to provide MBS with meter readings within five (5) days of an MBS request, MBS may estimate the current meter reading. MBS may communicate its request by phone, fax, email, other mail service, or in person.
 - i. **MBS will Install.** MBS will install appropriate software to collect this information for Client upon request.
 - ii. **Additional Charge for Lack of Meter Per Machine.** If no meter software is permitted to be installed on a Client machine requested by MBS, MBS shall be entitled to receive compensation in the amount of \$20 per machine per Pay Period.
- H. **Consumables.** Consumables include, but are not limited to, ink, masters, thermal heads, toner, developer, drum, rollers, blades, and waste toner bottles or any other product with a defined end of life.
 - i. **Consumables Usage.** Consumables provided by MBS shall be limited and based upon the usage necessitated by a 5% black and white fill ratio of 8 ½ x 11 paper, and a 5% color fill ratio of 8 ½ x 11 paper.
 - 1. Any usage above and beyond the stated applicable ratio shall be paid for by Client.
 - ii. **Client Responsible for Ordering Consumables.** Client acknowledges that MBS service representatives are not responsible to carry, deliver and/or install consumable supplies, including, not limited to, ink, masters, toner, staples, paper, waste toner bottles, or any other product with a defined end of life.
 - 1. **Shipping Charges.** It is Client's responsibility to call the MBS supply department and order all necessary supplies as may be needed from time to time. MBS will receive compensation in the amount of \$10 per month to cover shipping and handling charges.
 - 2. **No Safety Stocks.** Clients are not permitted to order supplies of consumables in excess of their immediate need. Client may not order consumables for safety stocks or back-ups. MBS may deny or limit any order which MBS determines, in its sole discretion, to exceed Client's immediate need.
 - iii. **Consumable Use.** Consumables may only be used in the Serviced Equipment.
- I. **Causes of Damage to Serviced Equipment Not Covered- Natural.** This Agreement shall not apply to lost or damaged Serviced Equipment that is damaged or lost due to accident, theft, neglect, acts of third parties, war, act of terrorism, fire, water casualty, lightning strike, storm damage, electrical spike, or any other natural force.
 - i. Any requests for MBS to preform repairs or replacement resulting from the foregoing shall be result in an additional charge paid by Client.

- J. **Other Causes of Damage to Serviced Equipment Not Covered.** This Agreement shall not apply to lost or damaged Serviced Equipment that is damaged or lost due to abuse, misuse, failure to follow MBS suggested use instructions, or acts of third parties.
 - i. Any requests for MBS to preform repairs or replacement resulting from the foregoing shall be result in an additional charge paid by Client.
- K. **Operator Performance.** The operator's manual for the Serviced Equipment defines specific operator responsibilities and it is the obligation of Client to perform such operator responsibilities. Operator performance is the sole responsibility of Client. Performance by MBS of normal operator functions is not included in this Agreement and may be subject to additional charge.
 - i. Any requests for MBS to preform normal operator functions shall result in an additional charge paid by Client.
 - ii. **Termination for Unavailability of Consumables.** MBS may, at its sole discretion, terminate this Agreement upon 24 hours-notice in the event a part or consumable for the Serviced Equipment is not reasonably and regularly available to MBS.
 - 1. **Pro-Rated Refund for Advance Payments Following Termination.** In the event of termination, Client shall be due to prorated refund based upon any advance payments made under this Agreement.
- L. **Reconditioning.** If, in the sole opinion of MBS, a reconditioning is necessary because normal repairs and replacement of parts cannot maintain the Serviced Equipment in satisfactory operating condition, MBS may submit a cost estimate of needed repairs for reconditioning which shall be in addition to the maintenance charges. If Client does not authorize such work, MBS may in its sole discretion, terminate this Agreement.
- M. **Unauthorized Serviced Equipment Move.** If it is determined by MBS that the Serviced Equipment stated in this Agreement is moved without the knowledge and/or consent of MBS, Client shall be responsible for any and all charges incurred due to damages caused by the movement of Serviced Equipment. This Agreement may be terminated in MBS's sole discretion in the event the Serviced Equipment is moved to a location outside of any area regularly serviced by MBS.
- N. **Installations.** Installations are managed by Client Environment as listed on the MBSSA. MBS reserves the right to add additional charges for Services rendered at time of installation that go beyond the agreed upon scope of work as listed on Client Environment.
- O. **Egregious Usage.** MBS may offer "unlimited service" on our document or print technologies with certain bundles or packages. In such circumstances unlimited is defined as within reason or on a per user basis. As such MBS reserves the right to charge in the event of the egregious usage on the part of Client. Any "unlimited service" offer must be explicitly stated on the MBSSA.

V. Data.

- A. Client is responsible for protecting Client's data from any and all losses. Including but not limited to theft, and/or breach.
 - i. It is the recommendation of MBS that all data scanned from and/or stored on any device (such devices include but not limited to floor model MFPs, desktop MFPs, and standalone scanners) sold by MBS be backed up and those backups be brought off Client's premises.
- B. Client shall in no way hold MBS liable for loss or theft of data for any cause whatsoever, including but not limited to MBS technician repair, accident, theft, neglect,

acts of third parties, war, act of terrorism, fire, lighting strike, water casualty, electrical spike, abuse or misuse by Client or any other natural or artificial force.

VI. End User Licenses. Client agrees to comply with the terms and conditions of all end user license agreements accompanying any hardware or plug-ins to such hardware distributed in connection with this Agreement. All end user licenses shall immediately terminate on the date that this Agreement expires or is otherwise terminated.

VII. Variable Monthly Usage Fees. The cost for Services based on the usage by Client and other variable factors shall be computed at the rates stated in the Service Quote and shall be payable monthly, using a cut-off date selected by MBS, in arrears, plus all applicable taxes, tariffs, governmental assessments, surcharges and fees (collectively, the "Usage Fee(s)").

VIII. Credit Inquiries. Client authorizes MBS to make inquiries and to receive information about Client's credit experience from others, enter this information in Client's file, and disclose such information concerning Client to appropriate third parties for reasonable business purposes. MBS reserves the right, in its sole discretion, to refuse to provide Services based upon lack of creditworthiness, or in the alternative to require a security deposit that will be returned to Client, without interest thereon, upon the expiration or termination of this Agreement assuming all amounts due MBS have been paid in full. MBS shall have the right to offset against the security deposit, in part or in full, for any amounts due MBS.

IX. Client Conduct.

A. Prohibited Uses. Client shall not use the Serviced Equipment, directly or indirectly:

- (i) for any unlawful purposes; use of the Serviced Equipment for transmission or storage of any information, data or material in violation of any United States federal, state or local regulation or law is prohibited, such limitation shall include, without limitation, posting or disseminating content which is obscene, unlawful, threatening, defamatory, or infringes upon the intellectual property rights of any third party;
- (ii) to post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law or regulation;
- (iii) to access any other person's computer, hardware or data without the knowledge and consent of such person;
- (iv) to upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, hardware or other material obtained through the Serviced Equipment which is protected by copyright or other proprietary rights without obtaining permission from the owner(s);
- (v) to maliciously and purposefully damage the Serviced Equipment rented to Client by MBS.
- (vi) to service, alter, modify or tamper with the the Serviced Equipment or permit any other person to do the same unless such person is authorized by MBS to do so;
- (vii) to resell the Serviced Equipment or otherwise charge others to use the Serviced Equipment; the

Serviced Equipment is for Client's use only and Client agrees not to use the Serviced Equipment for any other business enterprise in competition with MBS;

- (viii) to connect the Serviced Equipment to any computer outside of Client's Premises; and
- (ix) to allow or provide access to adult content material to anyone under the age of 18 years.

X. Termination.

- A. MBS reserves the right to immediately terminate this Agreement if Client engages in any of the activities listed in Section IX above or if Client uses the Serviced Equipment contrary to this Agreement. This Section X shall in no way limit MBS' rights of termination pursuant to this Agreement. MBS may terminate this Agreement immediately should Client violate any of the terms of this Agreement. MBS may also terminate this Agreement, without cause, by providing Client with written notice of such termination no later than thirty (30) days before the date of termination. In the event that MBS terminates this Agreement for any reason other than Client's violation of the provisions of Section IX, Service Fees and other charges will continue to accrue through the date of termination, but all prepaid Service Fees and charges for cancelled Service will be refunded. If termination is due to violation of the provisions of Section IX, the termination amount will be equal to the number of months remaining in the Term times the amount of the monthly Fixed Service Fee.
- B. **Termination by Client.** The Term of this Agreement shall automatically renew for a period equal to the initial term on each anniversary unless written notice of cancellation is received by MBS thirty (30) days prior to the end of each Term. For all other Services billed by a Fixed Service Fee, Client may only terminate prior to the end of the Term stated in the Services Quote by giving written notice to MBS and by payment of a Fixed Service Fee Termination Amount equal to the number of months remaining in the Term times the amount of the monthly Fixed Service Fee ("Fixed Service Fee Termination Amount"). For Services billed pursuant to Usage Fees Client may only terminate prior to the end of the Term stated in the Service Quote by giving written notice to MBS and by payment of a Usage Fee Termination Amount equal to the number of months remaining in the Term times the average of the prior three (or if less than three months have elapsed, using the actual number of months elapsed) month's Usage Fees ("Usage Fee Termination Amount"). All such types of Termination Fees described herein shall collectively or individually be known as Termination Fee(s). ANY TERMINATION NOTICE RECEIVED BY MBS WHICH IS NOT ACCOMPANIED BY THE APPLICABLE TERMINATION FEE AND RETURN OF ANY SERVICED EQUIPMENT TO THE MBS OFFICES LOCATED AT 960 MACARTHUR BOULEVARD, MAHWAH, NEW JERSEY 07430 WILL RESULT IN TERMINATION TO BE NULL AND VOID.
- C. **Return of Serviced Equipment.** Upon termination, Client will ensure the return of all Serviced Equipment to MBS. If the Serviced Equipment is not returned, Client agrees to pay the Manufacturer's Suggest Retail Price (MSRP) prorated over a five year term. In other words, if the current MSRP for the Serviced Equipment is \$200 and Client fails to return the Serviced Equipment after a one year term, Client will be billed \$180 for the Serviced Equipment. If Client fails to return Serviced Equipment after a four year term, Client will be billed \$40 for the Serviced Equipment. MBS shall have the right to charge such amounts to Client's Visa, MasterCard or other credit card, or to electronically debit Client's bank account.

XI. Attorney's Fees. Client agrees to indemnify, defend and hold harmless MBS against all claims and expenses (including reasonable attorneys' fees) resulting from Client's use of the Services, including, without limitation, the activities listed in Section IX above, or from any other violation of MBS policies by Client. This provision shall survive the expiration or other termination of this Agreement.

XII. Force Majeure. MBS shall have no liability, including as set forth in this Section, for interruption of Services due to circumstances beyond MBS' control, including, without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbances, strike or weather.

XIII. Access. Client will permit MBS its employees, agents, contractors and representatives to access Client's Premises during regular business hours to remove the Serviced Equipment and other materials furnished by MBS.

XIV. Privacy Policy. Client agrees that MBS and/or its agents may, from time to time, collect information regarding Client's use of the Serviced Equipment and activities on the Internet. Client agrees that such information may be shared with third parties provided that (i) MBS does not disclose any personally identifiable information to others except, as allowed by law and (ii) otherwise complies with applicable privacy laws. Client expressly grants MBS the right to disclose information relating to Client and/or Client's account in response to a subpoena issued in a civil or criminal investigation, litigation, court order or a civil investigation by a governmental entity.

XV. Relationship of the Parties. It is agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

XVI. Liability.

A. Exclusions. UNLESS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE PROHIBITED BY LAW, NEITHER MBS, IT'S OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, NOR ANY OWNER OR MANAGER OF THE BUILDING OR LAND IN WHICH CLIENT'S PREMISES IS LOCATED SHALL HAVE ANY LIABILITY TO CLIENT OR TO ANY THIRD PARTY FOR:

(i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF EARNINGS OR LOSS OF BUSINESS OPPORTUNITIES, RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE USE OF THE SERVICED EQUIPMENT BY CLIENT OR ANY OTHER USE OF THE MBS EQUIPMENT OR HARDWARE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE RESULTING FROM OR ARISING OUT OF CLIENT'S RELIANCE ON OR USE OF THE SERVICED EQUIPMENT OR HARDWARE, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE SERVICED EQUIPMENT OR HARDWARE; OR

(ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OTHERWISE ARISING IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON

A CONTENTION THAT THE USE OF THE SERVICED EQUIPMENT OR HARDWARE, OR SERVICE OR A THIRD PARTY INFRINGES UPON THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

B. Application. The liability limitations set forth in this Section apply to the acts, omissions and negligence of MBS (and its officers, directors, employees, agents, contractors and representatives) which, but for this provision, would give rise to a cause of action in contract, tort or any other legal doctrine. However, the liability limitations set forth in this Section shall apply to liability for personal injury or death only to the extent applicable law does not prohibit such limitation.

C. No Third Parties. No third party owner or manager of Client's building or land is a party to this Agreement. Thus, no such owner or manager shall be responsible for, nor shall be liable for, the quality of the Serviced Equipment.

XVII. Sole Remedies. Client's sole and exclusive remedies under this Agreement are as set forth in this Agreement.

XVIII. Indemnification. Client will defend, hold harmless, and indemnify MBS, its officers, employees, and agents from any and all costs, expenses, losses, damages, or liabilities based on a claim that MBS technology or marks infringe upon any intellectual rights of a third party and from any and all property damages, personal injury claims or claims for indirect, actual, special, pecuniary, compensatory, statutory or punitive damages, costs, reckonings, awards, or judgments including all fines, penalties, arising from this Agreement.

XIX. Warranties. MBS MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, UNDER THIS AGREEMENT, AND MBS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES UNDER THIS AGREEMENT.

XX. Entire Agreement. These MBSSATOC and the MBSSA collectively represent the entire Agreement by and between the Parties and supersedes any prior understanding or representation of any kind, whether made orally or in writing, which precedes the date the Agreement was signed by Client.

XXI. Amendments. This Agreement may only be modified in writing and any modification must be signed by Client and MBS.

XXII. Copy Provided. By acceptance of these terms Client acknowledges receipt or opportunity to receive a duly executed duplicate copy of the MBSSA and these MBSSATOC.

XXIII. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be

deemed to be written, construed, and enforced as so limited.

XXIV. Governing Law. The laws of the State of New Jersey (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

XXV. Venue. A party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement or the transactions it contemplates must bring the legal action or proceeding in any court of the State of New Jersey sitting in Bergen County. Each party to this Agreement consents to the exclusive jurisdiction of the courts of the State of New Jersey sitting in Bergen County and its appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates.

XXVI. Assignment. Client may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of MBS.

XXVII. Assignment of Rights in the Event of a Merger or Consolidation. If MBS merges, consolidates, or engages in another transaction which leads to a change of control to another Corporation, LLC, or other business entity, MBS's rights under this Agreement will automatically assign to the surviving company.

XXVIII. No Waiver. None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written Agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

XXIX. Headings. The section and paragraph headings appearing in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XXX. Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, which together will form a single agreement. This Agreement may be signed electronically.

XXXI. Client agrees that MBS is not responsible for any outstanding debts or liabilities owed or any promises made in the form of monies exchanged, debts to be paid or equipment owed, written or verbally expressed by any employees or owner of GEM Office Technologies. Further, Client will in no way hold MBS responsible or liable for any prior agreements whether written or verbally agreed upon with GEM Office Technologies.

XXXII. Prevailing Party. In the event of a dispute between the parties hereto with respect to this Agreement, the party against whom such dispute is substantially adversely determined by a court of competent jurisdiction shall pay the reasonable costs and expenses (including attorneys' fees and disbursements) incurred by the substantially prevailing party in connection with such dispute.