AXESDN Technology Co., Ltd.
MASTER SERVICE AGREEMENT (MSA)
Agreement No.:
This Master Service Agreement ("Agreement") is entered into as of _____
("Effective Date"), by and between _____("Customer"), with
offices at _____and AXESDN Technology Co., Ltd.
("AXESDN"), having its place of business at Room 701, Building 6, Lingkong
SOHO, No. 968, Jinzhong Road, Changning District, Shanghai, China PRC., which
are hereinafter referred to collectively as the "Parties" and individually as the
"Party".
In consideration of the mutual covenants herein contained, the Parties hereto agree
as
follows:
1.DEFINITIONS:
For purposes of this Agreement in addition to other defined terms set forth in the
Order Form and herein, the following terms shall have the meanings described
below:
(a) "24/7" means twenty-four (24) hours per day, seven (7) days per week.
(b) "Activate" ("Activated and Activation" as grammatically appropriate) means
when AXESDN has completed the connectivity of the Services and the Services
are
ready for use by the Customer regardless of whether Customer is actually utilizing
the
Services.
(c) "Affiliate" of an entity means any other entity, which directly or indirectly
controls, is controlled by, or is under common control with such entity. The term
"control" (including the terms "controlled by" and "under common control with")
means the direct or indirect power to direct or cause the direction of the
management
and policies of an entity, whether through the ownership of voting securities, by
contract or otherwise.
(d) "Agreement" means this Agreement, including all exhibits and attachments
hereto.
(e) "AER" means the AXESDN Edge Router (AER), a device that provides
bandwidth optimization, SD-WAN capabilities, and application acceleration over a
WAN link that is connected to an AXESDN Network Point Of Presence (AN POP
or
AXESDN POP). And "vAER" means a AER software which be installed on
specify
hardware platform to perform as AER function.
(f) "AXESDN Equipment" means any hardware and equipment provided by
AXESDN to Customer, which enables Customer to access the AXESDN SD-WAN
service, including but not limited to the AER-150, AER-500, AER-800,
AER-150M,
AER-500M, AER-800M, including AERs with "High Availability" (HA), and an
AXESDN Router, if provided by AXESDN as part of the access mechanism to the
AXESDN SD-WAN service.

(g) "AXESDN Network" means AXESDN's geographically distributed network of proprietary servers and software.

(h) "Bursting" allows Customer to use bandwidth greater than the provisioned bandwidth capacity.

(i) "Confidential Information" has the meaning set forth in Section 7.1 below.

(j) "Customer Data" means all electronic data or information submitted by Customer
to the AXESDN Network.

(k) "Deployment Window" means a predefined window for provisioning timeframe,
as mutually agreed to by AXESDN and Customer, and set forth on the Order Form.

(l) "Disclosing Party" has the meaning set forth in Section 7.1 below.

(m) "Force Majeure" means circumstances beyond AXESDN's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes,
civil unrest, acts of terror, strikes or other labor problems (excluding those involving
AXESDN employees).

(n) "Initial Term" Initial length of term for Services as specified in the Order Form.

(o) "Last Mile Circuit" means the physical link (wired or wireless) that is used to connect Customer's premise to the closest AXESDN POP. The physical link may be a
direct Layer-2 connection or an Internet Circuit. The type of the Last Mile Circuit will
be specified in the Order Form.

(p) "Link Monitoring" means the monitoring by AXESDN of Customer's Last Mile Circuit link to be conducted on a 24x7x365 basis, including reports and support as specified in the Services Description. Link Monitoring shall be included with the Last
Mile Circuit if and as specified in the Order Form together with a letter of authorization from Customer.

(q) "Malicious Code" means viruses, worms, time bombs, Trojan Horses and other harmful or malicious code, files, scripts, agents or programs.

(r) "Marks" means all registered and common law trademarks, trademark registrations, service marks, trade names, copyrights, licenses, designs, logos, marketing and promotion materials and all intellectual property rights relating thereto,
and any similar rights owned, used by or licensed to a party, and any applications currently pending therefor.

(s) "MRC" means monthly recurring cost.

(t) "NOC" means network operating center.

(u) "Optimized Capacity" means subscribed bandwidth for all the sites per region.

(v) "Order Form" means the ordering document for purchases hereunder, including addenda thereto, that are entered into between the Parties from time to time. Each Order Form issued under this Agreement shall become effective as set forth in the Order Form. This Agreement shall be deemed incorporated into the Order Form by reference.

(w) "OTC" means one-time cost equals with "NRC" means non-recurring cost.

(x) "Oversubscription" means a Customer has a temporary need to go beyond its subscription units as set forth in the Order Form. Units may be bandwidth, sites, Last

Mile Management, and/or High Availability AERs.

(y) "POP" means point of presence.

(z) "Receiving Party" has the meaning set forth in Section 7.1 below.

(aa) "RFS Date" means the date in which a last mile link has been Activated.

(bb) "SD-WAN" means software-defined wide area network.

(cc) "Services" means all services provided by AXESDN and all materials provided

by AXESDN (including but not limited to Java Applets, vAER, and browser/User Interface components), user guides, code, user interface passwords, accessories and other documents, that are purchased by Customer or its Affiliates under a fully executed Order Form, including associated offline components as may be further described in an Order Form.

(dd) "Services Term" (may be referred to as "Subscription Term") means the term for

the purchased Services, as set forth in the Order Form.

(ee) "Unit Price" is the per unit price for bandwidth, site licensing, HA AERs, network function licensing and Links.

(ff) "Users" means individuals who are authorized by Customer to use the Services, or

who have been supplied user identifications and passwords by Customer (or by AXESDN at Customer's request). Users may include but are not limited to Customer's or its Affiliates' employees, consultants, contractors and agents; or third

parties with whom Customer transacts business or that use its corporate Wide Area Network.

2.SERVICES, RENEWALS, END OF LIFE

2.1 Services. AXESDN shall make the Services available to Customer pursuant to this

Agreement and the relevant Order Form during the services term set forth in each

Order Form. AXESDN will provide such Services in accordance with the Service Level Agreement ("SLA") attached hereto as Exhibit A, and applicable laws and government regulations. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by AXESDN regarding future functionality

or features.

2.2 End of Life. It is understood that AXESDN may, in its discretion, at certain times

elect to discontinue production, distribution and support of elements or versions of the

AXESDN Services, and thereby designate such elements or versions as end of life ("EOL"). In the event that AXESDN elects to announce EOL for any such elements

or versions, AXESDN will provide ninety (90) days prior written notice, which may
be by direct notice or posting on AXESDN's website. During the ninety-day notice
period Customers may continue exercising all of the rights set forth in this Agreement
with respect to such EOL Services. AXESDN (either directly or through a third party
contractor selected by AXESDN) will continue providing support for the last
commercially available version of such EOL Services in accordance with AXESDN's
applicable support terms for a period of one (1) year from the announced EOL date or
upon termination of the related Order Form (whichever is earlier), provided that
Customers continue to pay applicable license and support fees, if any, during the wind
down period for the support described above.

3.USE OF SERVICES

3.1 Customer's Responsibilities.

(a) Customer shall (i) be responsible for compliance with this Agreement, (ii) be
solely responsible for the accuracy, quality, integrity and legality of Customer's Data
and of the means by which Customer acquired its Customer Data, (iii) use
commercially reasonable efforts to prevent unauthorized access to or use of the
Services and AXESDN Equipment, and notify AXESDN promptly of any such
unauthorized access or use, (iv) Customer is responsible for keeping AXESDN
apprised of any change in billing and contact information and (v) use the Services
only in accordance with applicable laws and government regulations.

(b) Customer shall not (i) permit any third party to access the Services except as
permitted herein or in an Order Form, (ii) sell, resell, rent or lease the Services or
provide Services through a service bureau or the like, (iii) use the Services to store,
transmit, use or access as follows: infringing, libelous, or otherwise unlawful or
tortious material, material in violation of third-party privacy rights, Malicious Code,
(iv) create derivate works based on the Services, copy, frame or mirror any part or
content of the Services, other than copying or framing on Customer's own intranets or
otherwise for Customer's own internal business purposes or for purposes consistent
with this Agreement, reverse engineer the Services, or access the Services in order to
build a competitive product or service, or copy any features, functions or graphics of
the Services, (v) interfere with or disrupt the integrity or performance of the Services
or third-party data contained therein, (vi) attempt to gain unauthorized access to the
Services or their related systems or networks (vii) publish or distribute information
about AXESDN's benchmarks, prices, or other data collected outside Customer's
organization without express prior written permission from AXESDN,(viii) connect

or otherwise use the AXESDN Network without also using the Services and the AXESDN Equipment.

4.PUBLICITY AND TRADEMARKS

Subject to Customer's logo and trademark usage guide, Customer hereby permits AXESDN to identify Customer as a customer of AXESDN and to display Customer's

logo in connection with identifying Customer as a customer of AXESDN. Subject to

prior approval of both Parties, within six (6) months of the date of this Agreement, Customer agrees to participate in a joint press release with AXESDN announcing Customer's use of AXESDN's Services, subject to each party's logo and trademark usage guide.

5.FEES AND PAYMENT FOR SERVICES

5.1 Fees. In consideration of all Services provided in accordance with the terms hereof and the applicable Order Form, Customer shall pay all fees specified in all Order Forms. Except as otherwise specified herein or in an Order Form, (a) fees are quoted and payable in United States dollars or Chinese RMB (b) fees are based on Services purchased under the Order Form, (c) payment obligations are noncancelable

and fees paid are non-refundable.

5.2 Invoicing and Payment. Unless otherwise stated in the Order Form, invoiced charges are due net thirty (30) days from receipt of invoice. If Customer is paying by

credit card, Customer will provide AXESDN with valid and updated credit card information and authorizes AXESDN to charge such credit card for all Services listed

in the Order Form for the Services Term and any renewal Services terms.

5.3 Overdue Charges. If any charges are not received from Customer by the due date,

then at AXESDN's discretion, such undisputed charges may accrue late interest at the

rate of one and Four thousandths (4‰) of the outstanding balance per day, or the maximum rate permitted by law, whichever is greater, from the date such payment was due until the date paid.

5.4 Suspension of Services and Acceleration. If any undisputed amount owing by Customer under this or any other agreement for AXESDN's Services is more than thirty (30) days overdue (or ten (10) or more days overdue in the case of amounts Customer has authorized AXESDN to charge to Customer's credit card), AXESDN may, without limiting AXESDN's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend AXESDN's Services to Customer until such amounts are paid in full. AXESDN may require immediate return of AXESDN

Equipment upon such suspension of Services. If AXESDN Equipment is not returned

to AXESDN within sixty (60) business days from suspension and/or termination of the Services, Customer will be charged $1,000 per equipment item provided to Customer.

5.5 Taxes. Unless otherwise stated in order form, AXESDN's Services do not include
any taxes, levies, duties or similar governmental assessments of any nature, including
but not limited to value-added, sales, use or withholding taxes, assessable by any

local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If AXESDN has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer.

6.PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder,
AXESDN reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other
than as expressly set forth herein.

6.2 Ownership of Customer Data. As between Customer and AXESDN, Customer exclusively owns all rights, title and interest in and to all of Customer Data.

6.3 Ownership of AXESDN Equipment. As between Customer and AXESDN, AXESDN exclusively owns all rights, title and interest in and to all AXESDN Equipment that AXESDN provides to Customer for the purpose of providing Services
pursuant to the terms of this Agreement. For clarity, AXESDN retains the right to the
return by Customer of all such AXESDN Equipment pursuant to the terms set forth in
Section 11.3.

7.CONFIDENTIALITY AND DATA PROTECTION

7.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential 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. Customer's Confidential Information shall include but not be limited to Customer's Data or similar data of its Affiliates'; AXESDN's Confidential Information shall include but
is not limited to the Services; and Confidential Information of each Party shall include
but not be limited to the terms and conditions of this Agreement and all Order Forms,
as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However,
Confidential Information (other than Customer's Data) shall not include any information that (a) is or becomes generally known to the public without breach of

any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed

to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information. Except as otherwise permitted in writing

by the Disclosing Party, (a) the Receiving Party shall use the same degree of care that

it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) the Receiving Party shall limit access to Confidential Information

of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have entered into or

are otherwise bound by confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3 Protection of Customer's Data. Without limiting the above or anything else in this

Agreement, AXESDN shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer's Data in or on the AXESDN Network, AXESDN shall keep in place with

respect to the AXESDN Network and the NOC network security as commercially reasonable and reasonably necessary to monitor and protect against unauthorized access to Customer Data while on or within the AXESDN Network.

7.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law, regulation or treaty to do

so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance,

at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8.WARRANTIES AND DISCLAIMERS

8.1 AXESDN's Warranties. AXESDN warrants that (a) the Services shall perform materially in accordance with the terms of this Agreement including any exhibits hereto and the applicable Order Forms during a Services Term, and (b) the functionality of the Services will not be materially decreased during a Services Term.

For any breach of either such warranty, Customer's exclusive remedy shall be as provided in Section 11.2 (Termination for Cause). The foregoing does not diminish Customer's rights and remedies under applicable service level agreements.

8.2 Mutual Warranties. Each party represents and warrants that (a) it has the legal

power and authority to enter into this Agreement, and (b) it will not transmit to the other party any Malicious Code.

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN (INCLUDING THIS AGREEMENT AND ANY EXHIBITS HERETO AND THE ORDER FORM),
NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY
WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.MUTUAL INDEMNIFICATION

9.1 Indemnification by AXESDN. AXESDN shall indemnify, defend and hold Customer harmless against any claim, demand, suit, or proceeding ("Claim") made or
brought against Customer by a third party that the use of the Services as authorized under this Agreement infringes or misappropriates the intellectual property rights in the China of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorney's fees incurred by, Customer in

connection with any such Claim; Provided, that Customer (a) promptly give AXESDN written notice of the Claim; (b) give AXESDN sole control of the defense
and settlement of the Claim (provided that AXESDN may not settle any Claim without Customer's prior written consent unless the settlement unconditionally releases Customer of all liability); and (c) provide to AXESDN all reasonable assistance, at AXESDN's expense.

9.2 Indemnification by Customer. Customer shall defend and hold AXESDN harmless
against any Claim made or brought against AXESDN by a third party alleging that Customer's Data, or Customer's use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party, or violates
applicable law, and shall indemnify AXESDN for any damages finally awarded against, and for reasonable attorney's fees incurred by, AXESDN in connection with
any such Claim; provided, that AXESDN (a) promptly give Customer written notice
of the Claim; (b) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without AXESDN's prior written consent unless the settlement unconditionally releases AXESDN of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.

9.3 Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section 9.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO EACH SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR SERVICES) OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (MUTUAL INDEMNIFICATION).

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THE FOREGOING SHALL NOT LIMIT

CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR SERVICES) OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (MUTUAL INDEMNIFICATION).

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues until the Parties agree to terminate, in writing, so long as all Order Forms granted in accordance with this Agreement have previously expired or been terminated.

11.2 Termination for Cause. Either Party may terminate this Agreement for cause: (a)
upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, except
if any such petition is involuntary and is dismissed within sixty (60) days.

11.3 Last Mile Circuit. If Customer terminates the Last Mile Circuit before the end of
the initial term, as set forth in the Order Form, or any Renewal Period, in addition to
all early termination fees to be remitted to AXESDN, Customer will pay to AXESDN
one hundred percent (100%) of the costs and expenses AXESDN incurs with the third-party service providers for early termination of the Last Mile Circuit.

11.4 Return of AXESDN Equipment. Customer agrees to return all AXESDN

Equipment within thirty (30) business days after the termination of this Agreement pursuant to shipping instructions to be provided by AXESDN. In the event that Customer does not return all items of such AXESDN Equipment pursuant to this Section Customer will be charged $1,000 per item of AXESDN equipment if not returned to AXESDN within thirty (30) business days from the termination of the Services.

11.5 Surviving Provisions. Section 5 (Fees and Payment for Services), 6 (Proprietary
Rights), 7 (Confidentiality), 8 (Warranties and Disclaimers), 9 (Mutual Indemnification), 10 (Limitation of Liability), 13 (Notices, Governing Law and Jurisdiction, Jury Trial) and 14 (General Provisions) shall survive any termination or
expiration of this Agreement.

12. ANTI-BRIBERY LAWS

Each Party (including its officers, directors, employees, agents and any person under
its control) shall comply with, and shall require its contractors, subcontractors and any
contingent workers to comply with, any and all applicable anti-corruption laws and regulations. It is the intent of the parties hereto that no payments, offers or transfers of
value shall be made or received which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to
any person or entity. In addition, each party warrants to the other that none of its officers, directors, employees, agents, or representatives is an official or employee of
the government of a territory or of any department or instrumentality of such government, nor is any of them an officer of a political party or candidate for political
office who will share, directly or indirectly, any part of the sums due hereunder. Both
parties represent and warrant that each will conduct its business operations hereunder

in accordance with all applicable Chinese and foreign laws, and regulations, and will
not attempt to directly or indirectly improperly influence the sale by payments or other actions contrary to law or regulation.

13. NOTICES, GOVERNING LAW AND JURISDICTION, JURY TRIAL

13.1 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have
been given upon: (a) personal delivery or (b) written verification of receipt by established overnight courier, or (c) upon delivery if sent by China certified mail prepaid return receipt. Notices to AXESDN shall be addressed to: AXESDN Technology Co., Ltd., Attn: Room 701, Building 6, Lingkong SOHO, No. 968,

Jinzhong Road, Changning District, Shanghai, China PRC., Notices to Customer shall

be addressed to: _____, and in the case of billing-related notices,

addressed to: _____.

13.2 Governing Law and Jurisdiction. This Agreement shall be governed under Chinese law without regard to conflicts of law principles, and the parties agree to submit to the exclusive jurisdiction of the applicable state courts in Shanghai, China

PRC., The Parties expressly disclaim application of the UN Convention on the International Sale of Goods.

13.3 Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS

14.1 Export Compliance. Each party shall comply with the export laws and regulations of China and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (a) each party represents that it is not named

on any Chinese government list of persons or entities prohibited from receiving exports, and (b) Customer shall not permit Users to access or use Services in violation

of any China export embargo, prohibition or restriction.

14.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or

employment relationship between the parties.

14.3 No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

14.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other

than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.5 Severability. 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 so as best to 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.

14.6 Assignment. Neither Party may assign any of its rights or obligations hereunder,

whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either

Party may assign this Agreement in its entirety (including all Order Forms), without

consent of the other Party, to its Affiliate or in connection with a merger, acquisition,
corporate reorganization, or sale of all or substantially all of its assets not involving a
direct competitor of the other Party. A Party's remedy for any purported assignment
by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, either to void this Agreement or termination of this Agreement immediately
upon written notice to the assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.7 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire, final, complete and exclusive agreement between the Parties and 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 either signed or accepted electronically by both Parties
hereto. However, to the extent of any conflict or inconsistency between the provisions
in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in
Customer's purchase order or other order acknowledgment, documentation or the like
(excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected by AXESDN and shall be null and void.

14.8 Execution and Delivery. This Agreement could be executed in counterpart and signature by scanned image and delivery by email are authorized.