

LEGAL AXIS SERVICES AGREEMENT

THIS AXIS SERVICES AGREEMENT IS A BINDING CONTRACT between Agrovista UK Ltd (“Agrovista” or “we”) and you, and if applicable, between Agrovista and the company or other legal entity that you represent. You or the company you represent are referred to in this Agreement as “Client” or “you”. Agrovista and Client are also referred to individually as a “party” and collectively as the “parties”. If you are entering into this Agreement as an individual, you represent and warrant that you are over the age of eighteen (18) and possess the legal capacity to bind yourself to its terms and conditions. If you are entering into this Agreement on behalf of a business organization or entity, you represent and warrant that you are duly authorized to bind that entity to this Agreement.

1. AGREEMENT. As referred to herein, “Agreement” means this Axis Services Agreement, together with all policies and addenda that are incorporated herein by reference, including the Acceptable Use Policy, Privacy Policy, and Responsibility Matrix. This Agreement sets forth the terms and conditions that apply to the Axis Services. This Agreement does not apply to Virtual Servers that are identified as managed in a Service Order and purchased for a committed term under a separate Master Service Agreement with us.

2. SERVICES. We reserve the right to modify the Axis Services at any time and without advance notice. Content used in connection with a prior version of the Axis Services may be incompatible with a subsequent version of the Axis Services.

3. TERM. The term of this Agreement (“Term”) will begin when the first of the following occurs: (i) you complete the registration process for your Axis Services account online at <https://Axis.Agrovista.co.uk/register> and accept the terms and conditions in this Agreement by placing a check mark in the box below and pressing continue; (ii) both parties have signed a signature page, if any, for this Axis Server Agreement; or (iii) you use the Axis Services. This Agreement will remain in effect until terminated by you or us in accordance with Section 4.

4. SUSPENSION AND TERMINATION BY AGROVISTA. (a) FOR CAUSE. We may immediately (and without prior notice) suspend or terminate all or part of the Axis Services by sending you a written notice of termination if one or more of the following occurs: (i) we discover that you provided us with false information when you registered for Axis Services, or that you lacked the capacity to enter into this Agreement at the time of its consummation; (ii) we determine, in our sole discretion, that your use of the Axis Services poses a threat to the security or performance of our network or to any of our clients or suppliers; (iii) we determine, in our sole discretion, that your use of the Axis Services is illegal, or that it misappropriates or infringes the property rights of a third party; (iv) we reasonably believe that your use of the Axis Services has or will subject Agrovista to civil or criminal liability; (v) you become the subject of an involuntary or voluntary bankruptcy or similar proceeding, or you assign all or substantially all of your assets for the benefit of creditors; (vi) you fail to make any payment when due or if your credit card is declined; (vii) you use Axis resources in an attempt to gain unauthorized access to computer systems (i.e., “hacking”); or (viii) you breach any of the other terms and conditions in this Agreement,

including the AUP. (b) WITHOUT CAUSE. We may suspend or terminate all or part of the Axis Services in the absence of cause by providing you with thirty (30) days' advance notice of the termination in accordance with the notice provisions in Section 30 below.

5. TERMINATION BY YOU. You may terminate this Agreement at any time and for any reason (or no reason at all) by providing us with a written notice of termination in accordance with the notice provisions in Section 30 below and closing your Axis Services account online at <https://axis.agrovista.co.uk>

6. EFFECT OF SUSPENSION AND TERMINATION. (a) SUSPENSION. The Axis Services will be unavailable in whole or in part during any suspension, and you may not have access to your data. Fees may continue to accrue during a suspension, and we may charge you a reinstatement fee following any suspension of your Axis Services. (b) TERMINATION. Effective immediately upon the termination of this Agreement, the Axis Services will no longer be available and we will permanently erase all data stored on the Infrastructure. All Confidential Information and Documentation, including all copies thereof, must be returned to us or permanently destroyed. On our written request, you agree to certify in writing that you are no longer in possession of any Confidential Information or Documentation. All terms of this Agreement that should by their nature survive termination will survive, including, Sections 6 (Effect of Suspension; Termination), 8 (Fees), 9 (Taxes), 14 (Security), 15 (Fees for Unauthorized Use), 16 (Disclaimers), 17 (Limitation of Damages), 18 (Indemnification), 19 (Content), 25 (Governing Law; Venue; Jurisdiction; Waiver of Jury Trial), 26 (Intellectual Property), 30 (Notices), 31 (Representations), 32 (Neutral Interpretation), 34 (Confidentiality), 35 (Assignment; Resale; Binding Effect); 19 (Definitions), 39 (Miscellaneous), and 40 (Scope of Agreement; Entire Agreement).

7. AMENDMENTS. Except as provided in this Section 7, no amendment to this Agreement will be effective unless it is in writing and signed by both parties. Agrovista may amend this Agreement by posting the modified version online. Amendments to this Agreement will become effective upon the earlier to occur of (i) your acceptance of the amended terms by clicking an online confirmation or acceptance button, or by clicking an acceptance link provided in an email we send to you; or (ii) thirty (30) days after Agrovista provides you with notice of the amendment in accordance with the notice provisions in Section 30. Your continued use of the Axis Services after the effective date of an amendment to this Agreement will be deemed to be your acceptance of that amendment.

8. FEES AND BILLING. If you are subscribing to either Field Pro or MapIT Pro (a) You agree to pay all fees for the Axis Services at the applicable rate set forth online. All fees for Axis Services are payable in GBP Sterling and will be charged to your credit card with your consent. In our sole discretion, we may also place an authorization hold on your credit card at any time for fees that you have already incurred. The calculation of all fees for Axis Services will be based solely on our records and data. If for any reason we cannot process your credit card or you fail to make a payment, you agree to pay our costs of collection, including all reasonable solicitor fees and expenses. We may charge interest on overdue fees at the lesser of 1.5% per month or the maximum rate permitted by law. It is your sole responsibility to provide accurate billing contact information and to notify us of any changes to your billing contact information in accordance with the notice provisions in Section 30

below. (b) FEE INCREASES. We may increase your fees for the Axis Services but these increases will only apply if and when you renew your subscription (c) PAYMENT PROCESSING. Credit card payments made in accordance with Section 8(a) will be processed by a third-party card processing company who is subject to a written agreement with us. That agreement requires the card processing company to use adequate security and confidentiality measures to protect your payment information. All payment information that you provide through the Axis Services Website will be transmitted directly to the card processing company over a secure connection. We will not record your credit card number, expiration date, or CVV number. However, this information may be stored by the card processing company in the normal course of its business, or as required or authorized by law, statute, regulation, or Payment Card Industry standard. (d) We may, in our sole discretion, elect to bill you for the Axis Services in accordance with a pre-existing billing arrangement that you have with us for another service we provide under a separate agreement. If we do not agree in writing to bill your Axis Service fees in accordance with a pre-existing billing arrangement between us, if any, you must submit and keep on file a valid credit card that we will process to pay your Axis Service fees no less than once per month as provided in this Section 8.

9. VAT. You agree to pay all VAT on the Axis Services that we are required by law to collect.

10. ACCEPTABLE USE POLICY. "Acceptable Use Policy" and "AUP" each mean the acceptable use policy for data and users under your subscription on the day your Term commences, as it may be amended by us in accordance with the amendment procedures described in Section 7 above. The AUP is part of this Agreement. You are required to use the Axis Services in accordance with the AUP. You agree to cooperate with any reasonable investigation by us regarding an actual or potential violation of the AUP.

11. PRIVACY POLICY. "Privacy Policy" means the privacy policy posted at <http://axis.agrovista.co.uk> on the day your term commences, as it may be amended by us in accordance with the amendment procedures described in Section 7 above. The Privacy Policy is part of this Agreement. You are required to use the Axis Services in accordance with the Privacy Policy.

12. SERVICE LEVEL AGREEMENT. When we use the term "Service Level Agreement" or "SLA" anywhere in this Agreement, we are referring to the service level agreement set forth in this Section 13. We will use commercially reasonable efforts to make the Axis Services available 95% of the Service Year. "Service Year" means the three hundred sixty five-day period immediately preceding a claim for a service credit. (a) SERVICE CREDIT. Uptime for each Service Year will be calculated by subtracting from 100% the percentage of time during which our Infrastructure was unavailable to all of our Axis Service clients (the "Uptime Percentage"). If the Uptime Percentage for the Service Year is less than 95%, you will be eligible for a service credit equal to 10% of your Axis Services bill for the calendar month in which the Uptime Percentage dropped below 95%. The Uptime Percentage will be calculated using hourly increments. (b) DOWNTIME EXCLUSIONS. Downtime does not include unavailability caused by one or more of the following: (i) maintenance, a suspension, or a termination of the Axis Services; (ii) the failure of servers or services outside of a datacenter on which the Axis Services are dependent, including, but not limited to, inaccessibility on the Internet that is not caused by our Infrastructure or network providers; (iii) a force majeure event such as an act of God, act of war, act of terrorism, fire,

governmental action, labour dispute, and any other circumstances or events not in our direct control; (iv) an attack on our Infrastructure, including a denial of service attack or unauthorised access (i.e., hacking); (v) unavailability not reported by you in accordance with the reporting provisions in Section 12(c) within five (5) of the days of the date on which the Uptime Percentage dropped below 95%; (vi) your use of a separate Agrovista service that is not subject to this SLA; (vii) unavailability that results from the failure of individual Axis Servers and that is not attributable to an event causing unavailability to all clients using the Axis Services; or (viii) unavailability that is caused by your breach of this Agreement. (c) SERVICE CREDIT PROCEDURES. We will determine, in our reasonable discretion, your eligibility for service credits and the amount of service credits awarded pursuant to this SLA. To be eligible for service credits, you must send us a reasonably detailed, written request for service credits no later than five (5) Business Days after the day on which your Uptime Percentage first drops below 95%. To be deemed valid, your request must include (i) the dates and times of each period of Axis Service unavailability upon which your request is based; (ii) the instance names of the affected Axis Services; and (iii) a description of any events from the Axis Services portal that may have indicated a system-wide unavailability during the stated dates and times. If your Uptime Percentage is confirmed by us to be less than 95% for the Service Year, we will issue a service credit during the billing cycle following the month in which we determine that you are eligible for one. All service credits will be applied to fees due from you to us for Axis Services; we will not pay any service credit to you as a refund. If you fail to provide us with a valid request, you will not be eligible for a service credit. Our calculation of your Uptime Percentage and all service credits will be based on our records and data. Any dates and times that you previously reported that led to a successful service credit claim cannot be used for future claims. (d) LIMITATION. THE SERVICE CREDITS DESCRIBED IN THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY FOR THE UNAVAILABILITY OF AXIS SERVICES.

13. SECURITY. We agree to implement security measures that are commercially reasonable for your use of the Axis Services, including encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates.

14. FEES FOR UNAUTHORISED USE. You are required to pay all fees for Axis Services accessed through your account, including all fees resulting from unauthorised use.

15. DISCLAIMERS. (a) ALL GOODS AND SERVICES ARE PROVIDED "AS-IS". EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER, WE AND OUR SERVICE SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. YOU ARE SOLELY RESPONSIBLE FOR THE SUITABILITY OF ALL GOODS AND SERVICES CHOSEN AND FOR DETERMINING WHETHER THEY MEET YOUR CAPACITY, PERFORMANCE AND SCALABILITY NEEDS. (b) WE AND OUR SERVICE SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE AXIS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL OR MONITOR THE

TRANSFER OF DATA OVER THE INTERNET, AND THAT INTERNET ACCESSIBILITY CARRIES WITH IT THE RISK THAT YOUR PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY MAY BE LOST OR COMPROMISED.

16. LIMITATION OF DAMAGES. EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER (A) NEITHER WE NOR ANY OF OUR EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS, OR LICENSORS, WILL BE LIABLE FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST DATA, LOST BUSINESS, LOST REVENUES, DAMAGE TO GOODWILL, LOST OPPORTUNITIES OR LOSS OF ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, AND REGARDLESS OF WHETHER THE CLAIMS ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY; AND (B) THE AGGREGATE LIABILITY OF US AND OUR EMPLOYEES, AGENTS AND REPRESENTATIVES TO YOU UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT YOU ACTUALLY PAID TO US FOR THE AXIS SERVICES DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO YOUR CLAIM(S) OCCURRED.

17. SOFTWARE. We will provide you with access to certain software products as part of the Axis Services. WE MAKE NO REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING ANY SOFTWARE PRODUCT OR RELATED SUPPORT SERVICES THAT WE MAY PROVIDE AND, AS BETWEEN YOU AND US, SUCH PRODUCTS AND RELATED SUPPORT SERVICES ARE PROVIDED "AS IS." You are not granted any title or intellectual property rights in or to any software provided as part of the Axis Services, and you may only use that software in connection with the Axis Services as permitted under this Agreement. Your acceptance or use of software provided as part of the Axis Services is deemed to be an acceptance by you of the license or other agreement that governs the use of that software. You shall not (i) copy any software; (ii) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any software or appear during its use; or (iii) reverse engineer, decompile or disassemble any software. In addition to the other terms in this Agreement, your use of any Microsoft® or Google product provided by us is governed by the terms and conditions of the Microsoft and Google corporations.

18. MAINTENANCE; SERVICE MODIFICATIONS AND DISCONTINUANCE. In addition to our right to suspend or terminate the Axis Services in accordance with Section 4 , we may suspend all or part of the Axis Services without liability or prior notice to you (i) in order to maintain (i.e., modify, upgrade, patch, or repair) our Infrastructure or any Axis Servers; (ii) as we determine may be required by law or regulation; or (iii) as we determine to be necessary to protect our Infrastructure and clients from unauthorised access or an attack on the Axis Services. Notwithstanding the foregoing, we will endeavor in good faith to provide you with advance notice of any suspension or termination under this Section 18 in accordance with the notice provisions in Section 23 and we will provide you with notice of the suspension or termination as soon as it becomes practicable for us to do so.

19. SUPPORT. The Axis Services will be provided without live support. Technical support will be limited to the online resources we make available to you on the Axis Services Website, outside this specific support requests will be handled by nominated Agrovista employees. You may direct questions regarding your services to us via the help section within Axis. NO SUPPORT, ADVICE OR INFORMATION RELATING TO THE AXIS SERVICES THAT YOU OBTAIN FROM AGROVISTA OR FROM ANY THIRD PARTY, OR THAT YOU OBTAIN THROUGH THE AXIS SERVICES, WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY WRITTEN IN THIS AGREEMENT.

20. HIGH RISK USE. You may not use the Axis Services in any location that could result in death, serious injury, environmental damage or property damage.

21. INTELLECTUAL PROPERTY. Except for the rights provided in this Section 21, this Agreement does not convey to either of us any ownership right or license to use, sell, exploit, copy or further develop the other party's Confidential Information (as defined in Section 29) or intellectual property, including patents, copyrights, trademarks, trade names and trade secrets. We have the exclusive right and title to any intellectual property developed by us during and in connection with providing the Axis Services to you. (a) AGROVISTA CONTENT. The Axis Services may include various utility and deployment scripts, customizations to templates, code extending the functionality of third-party applications licensed to us, printed and electronic Documentation, and other data that we have or may develop at our own expense before and during the Term (the "Agrovista Content"). Subject to your compliance with this Agreement, we grant to you a limited, non-exclusive, non-transferable, worldwide, royalty-free license to use Agrovista Content during the Term solely to access and use the Axis Services in accordance with the terms and conditions of this Agreement. You may not translate, reverse engineer, decompile, disassemble, rent, lease, assign, transfer, redistribute, or sublicense any Agrovista Content. (b) AGROVISTA TRADEMARKS. Subject to our prior written approval as to form, content, use, and appearance, you may only use our trademarks, service marks, service or trade names, logos, and other designations in accordance with any trademark guidelines that we may publish on the Axis Services Website from time to time.

22. RELATIONSHIP OF THE PARTIES. We on one hand, and you on the other, are each independent parties. This Agreement and any transaction under it does not create an agency, joint venture, or partnership between us and you. We do not have a landlord-tenant relationship with you, and we are not your bailee or warehouseman with respect to any data or Content. You have no right to access our premises or data centers and no right to possess or own any IP address, software, server hardware or other equipment included in the Axis Services.

23. NOTICES. (a) FROM US. Except as otherwise provided herein, notices we send to you under this Agreement must be sent by email to the email address included in your Axis Services profile at the time we send our notice. You are responsible for keeping your email address current and accurate at all times. Any notice we send to the then-current email address in your Axis Services profile will be deemed to be received when it is sent even if you do not actually receive it. (b) FROM YOU. Except as otherwise provided herein, notices you send to us under this Agreement must be in writing and sent at your own cost either (i) by email to axis@agrovista.co.uk ; or (ii) by certified mail, return receipt requested, or nationally recognized courier (e.g., Royal Mail, TNT) with a signature

required to the following address:

AGROVISTA UK LTD, Cambridge House, Stapleford, Nottingham, NG9 8AB

(c) WHEN EFFECTIVE. A notice under this Agreement is effective when received. An email notice under this Agreement will be deemed received when sent. All other notices will be deemed received when signed for as indicated by the signed delivery receipt.

24. REPRESENTATIONS. You represent and warrant to us that (i) the information you provide in connection with your registration for Axis Services is accurate and complete; (ii) no Content on the Axis Servers is illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) you accurately and adequately disclose how you collect and treat data collected from visitors to any Website or users of any Application on the Axis Servers; (iv) your use of the Axis Services will comply with all applicable laws, rules and regulations; (v) you will not attempt to circumvent or disable any of the security-related, management, or administrative features of the Axis Services; (vi) you have obtained all consents and licenses required for both of us to legally access and use all software you place on the Axis Servers without infringing any ownership or intellectual property rights; (vii) the execution and delivery of this Agreement will not conflict with or violate any provision of your charter, by-laws or other governing documents; and (viii) you have otherwise taken all necessary steps to legally execute this Agreement.

25. NEUTRAL INTERPRETATION. This Agreement will be construed and interpreted in a neutral manner. No rule of construction or interpretation will apply against either you or us.

26. FORCE MAJEURE. If the performance of any part of this Agreement, other than the payment of money, is prevented or delayed by reason of an act of God, act of war, act of terrorism, fire, governmental action, labor dispute or other cause beyond the performing party's control, then that party will be excused from performance for the length of that prevention or delay.

27. CONFIDENTIALITY. If the parties have entered into a separate agreement that includes restrictions on the use or disclosure of confidential information, such as a separate Master Service Agreement for managed services, and one of confidentiality provisions conflicts with a confidentiality provision in this Agreement, the provision that affords a greater level of protection to the disclosing party will control and be enforced to the maximum extent permitted by law. (a) CONFIDENTIAL INFORMATION. As used in this Agreement, "Confidential Information" means (i) proprietary information, proprietary technology, proprietary software, audit reports, information regarding product development, information regarding Agrovista' datacenters, and information contained in manuals, proposals or memoranda; (ii) with respect to you, non-public Content transmitted to or from, or stored on, the Axis Servers; and (iii) with respect to both of us, information that is conspicuously marked as "confidential" or "proprietary," information disclosed verbally that is designated as "confidential" or "proprietary" at the time of disclosure, and information that, by its nature, would reasonably be considered as confidential to any other person, firm or business. (b) EXCLUSIONS. Confidential Information does not include (i) information that is independently developed by a non-disclosing party without the use of the disclosing party's Confidential Information as shown by the non-disclosing party's written business records; (ii) information that is known by a

non-disclosing party prior to disclosure by the disclosing party as shown by the non-disclosing party's written business records; or (iii) information that is or becomes generally available to the non-disclosing party or the public other than through a violation of this Agreement. (c) RESTRICTIONS ON USE AND DISCLOSURE. A party shall not disclose the other party's Confidential Information except (i) on a need-to-know basis, to its agents, employees and representatives who are bound by confidentiality restrictions at least as stringent as those stated in this Agreement; or (ii) as required by law, governmental regulation or requirement, court order, or subpoena, in which case and subject to applicable law, the non-disclosing party shall provide prompt notice to the disclosing party so that the disclosing party may seek a protective order or other appropriate remedy. A party shall not use Confidential Information except as required to perform its obligations under this Agreement. (d) STANDARD OF CARE. Each party shall use the same degree of care to protect the other party's Confidential Information that it uses to protect its own highly confidential information from unauthorized disclosure, but in no event shall either party use less than a commercially reasonable degree of care. The non-disclosing party shall notify the disclosing party promptly upon its discovery of any unauthorized use or disclosure of Confidential Information by the non-disclosing party's employees, representatives, or agents, and will use commercially reasonable efforts to cooperate with the disclosing party to regain possession of all Confidential Information and to prevent any further unauthorized use or disclosure.

28. ASSIGNMENT; RESALE; BINDING EFFECT. You may not assign this Agreement or resell the right to use the Axis Services without our prior written consent. We may assign this Agreement at any time. This Agreement will be binding upon and inure to the benefit of all of our and your successors and assigns, who will be bound by all of the obligations of their predecessors or assignors.

29. SUBCONTRACT. We may subcontract any portion of the Axis Services to a third-party contractor, provided that we will remain fully responsible to you for the Axis Services pursuant to this Agreement. Any subcontractor will be deemed to be an independent contractor and not our partner, agent, or employee. We may collect and report anonymous information regarding your use of the Axis Services to our subcontractors, licensors or suppliers as required to provide you with the Axis Services.

30. DEFINITIONS. (a) "Application" means software that performs a specific task, as opposed to an operating system, which runs a computer or server. (b) "Business day" means Monday through Friday, except UK public holidays. (c) "Axis Server" means an unmanaged Virtual Server that is running on the Infrastructure. (d) "Documentation" means any written materials that we may provide to you regarding or relating in any way to the Axis Services, including any printed or digital materials. (e) "Infrastructure" means the datacenters, security devices, cables, routers, switches, hosts, compute nodes, physical servers, and other equipment that we use to host Virtual Servers. (f) "Virtual Server" means one of any number of isolated server emulations running on a single physical server located on the Infrastructure.

31. MISCELLANEOUS. The headings in this Agreement are solely for convenience of reference and will not affect its interpretation. This Agreement does not create any third-party beneficiary rights. If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable in a valid legal proceeding, that term or

provision may be modified only to the extent necessary for enforcement, that term or provision will be enforced to the maximum extent permitted by law, and the rest of this Agreement will remain in full force and effect and will in no way be affected or invalidated. No waiver of any provision of this Agreement will be effective unless in writing signed by the waiving party, and no delay or failure to exercise or enforce any right or remedy hereunder will constitute a waiver of that right or remedy. Express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance, or a waiver of any other right or remedy. The word "including" is a term of expansion, not limitation.

32. SCOPE OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the final and entire agreement between the parties regarding its subject matter, and it supersedes all other oral or written agreements or policies relating thereto. If there is a conflict between or among any of the parts of this Agreement, they will govern in the following order: an addendum signed by both parties, the Axis Services Agreement, the AUP, and the Privacy Policy. Additional or different terms in any written communication from you, including any purchase order or request for Axis Services, are void