

# HG Insights End User License Agreement (EULA)

REVISION DATE: MAY 6, 2024

These Terms of Service (these “Terms of Service”) are between HG Insights, Inc., a Delaware corporation (“HG Insights”), having its principal place of business at 1 North Calle Cesar Chavez, Suite 100, Santa Barbara, CA 93103, and the individual or entity entering into these Terms of Service (“Customer”). These Terms of Service and any Order Form that references these Terms of Service shall be collectively referred to as the “Agreement.” The Agreement constitutes a legal agreement that governs Customer’s access to and use of the Content and Services (as defined below).

CUSTOMER MAY ACCEPT THE TERMS OF THIS AGREEMENT BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM REFERENCING THIS AGREEMENT, OR BY USING ANY FREE SERVICE OFFERED BY HG INSIGHTS. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE CONTENT OR SERVICES.

ANY INDIVIDUAL ACCEPTING THE TERMS OF THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY MUST HAVE THE AUTHORITY TO BIND THAT ENTITY AND ITS AFFILIATES TO THIS AGREEMENT. IF THE INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT.

If Customer is a direct competitor of HG Insights offering similar products and services, Customer may not access the Content or Services for any purpose, except with HG Insights’ prior written consent.

This Agreement is effective between HG Insights and Customer as of the date of Customer accepts this Agreement (the “Effective Date”).

## **1. Definitions**

“Browser Extension(s)” means any Software plug-in or application of HG Insights that extends the functionality of a web browser in order to support the delivery of the Services.

“Content” means data, materials and other content produced by HG Insights, or obtained by HG Insights from publicly available sources or third-party content providers,

online and offline, and made available to Customer pursuant to the Services. Content includes, but is not limited to, Proprietary Data.

“Customer Data” means data provided by Customer that may contain information regarding Customer’s prospects, business partners, customers, employees, and business contact information.

“Delivery Methods” means delivery of the Services via any of HG Insights’ Websites, Software or via Third-Party Applications, as well as via electronic files, printed documents, or other formats specified in an Order Form.

“Documentation” means HG Insights’ written materials describing the Services that it provides to Customer.

“Entity” means a unique organization tracked by HG. A unique organization is generally identified by having a different legal name or being organized in a different jurisdiction.

“Order Form” means an online order form or separate ordering document referencing this Agreement, specifying the Services or Content that HG Insights will provide to Customer, including any additional terms agreed upon by Customer and HG Insights and including any addenda and supplements.

“Proprietary Data” means data, materials and other output produced by HG Insights from its analysis of content obtained from publicly available sources or third-party content providers, and that includes information regarding which specific technology products are in use by specific companies, company firmographic attributes, product and/or industry spending estimates, estimated contract renewal dates, cloud-based usage, contextualized buyer intent, and additional products that HG Insights offers for license to its customers.

“Software” means any HG Insights software used to facilitate delivery of the Services to Customer, including any application programming interfaces (APIs), Browser Extensions, connectors or other means.

“Services” means the services purchased by Customer online through a link, or through an Order Form, and made available to Customer via any Delivery Method, in order to access the Content.

“Subscription Term” means the period during which Customer has agreed to subscribe to the Services and Content, as specified in the applicable Order Form. If no period is specified, the Subscription Term shall be one (1) year.

“Taxes” means any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholdings taxes assessable by any local, state, provincial or foreign jurisdiction.

“Third-Party Applications” means any third-party directory, application or marketplace of applications that interoperate with the Services, including, for example, Hubspot, Marketo or Salesforce, and any successors thereto.

“User(s)” means an individual accepting this Agreement on his or her behalf or on behalf of a company or other legal entity or an individual authorized to use the Services for Customer in accordance with the terms of this Agreement. Users may include Customer’s employees, consultants or contractors acting solely on Customer’s behalf that have access to the Services and for whose actions Customer will remain directly responsible.

“Website(s)” means any website available online that is owned or controlled by HG Insights, including but not limited to the website located at <https://hginsights.com>, and any of its web pages, as well as any successor websites.

“Working Day” means Monday through Friday, excluding holidays generally recognized in the US.

## **2. SERVICES AND CONTENT**

2.1 Ownership. As between the parties, all rights, title and interest in the Services, Software and Content (including all intellectual property rights) are and will remain the property of HG Insights, including any future Services, Software or Content developed as a result of any Customer feedback or suggestions, which feedback or suggestions Customer hereby gives HG Insights a perpetual, irrevocable license to use.

2.2 Subscriptions. The Services and Content are available and are licensed for Customer’s use as subscriptions, and may be used during the Subscription Term only, except as expressly provided herein.

2.3 HG Insights Responsibilities. HG Insights will make the Services available to Customer pursuant to this Agreement and in accordance with the Documentation. HG

Insights will use commercially reasonable efforts to make the Services available in accordance with Section 2.3.1.

### 2.3.1 HG Insights Service Availability

The Services shall be available 24/7 99.5% of the time, as calculated on a calendar monthly basis, except for force majeure events and/or planned maintenance that requires downtime (which will occur only between Saturday 00:00 hrs. until Sunday 24:00 hrs. GMT), of which Customer will be notified with at least 3 Working Days' notice and will not exceed more than 8 hours on a monthly basis.

Failure to meet the 99.5% availability SLA for three consecutive months gives the Customer the right to terminate the Agreement (and any related Order Forms) with immediate effect.

It is the Customer's responsibility to track uptime and report interruptions in availability to HG Insights for consideration of a remedy under this Section 2.3.1.

Should HG Insights fail to have complied with the above, upon notice from Customer and confirmation by HG Insights, HG Insights shall provide Customer with service credits equivalent to the downtime. As an example, if the previous month's Services availability was 90%, Customer shall receive the residual outage percentage (i.e. 10% credit for that month's pro-rated license fee). Customer must give notice of such a service outage within 30 days of the outage's discovery.

### 2.3.2 HG Insights Service Level Agreement

Support Requests shall be submitted via email to [customersupport@hginsights.com](mailto:customersupport@hginsights.com). Requests received outside of Working Hours (defined as 7AM to 5PM PST on Working Days) will be subject to response on the following Working Day. Customer shall classify its requests for failures in the Services to be available or otherwise perform in accordance with this Agreement ("Service Error(s)" corrections in accordance with the descriptions set forth in the chart below (each, a "Support Request").

HG Insights will use its best efforts to correct all Service Errors and will respond to Service Error Support Requests according to the urgency of the Support Request as specified below:

Category	Target Response Time	Category Guidance
Emergency Service Errors	2 Working Hours	A Service Error that renders the whole Service, or a substantial part of it, inoperative or inaccessible, and which is not due to Customer's network.
High Priority	4 Working Hours	A Service Error that results in partial or intermittent failure of the Service.
Medium Priority	1 Working Day	Service Errors that do not affect critical parts of the Service and do not render the Service inoperative or inaccessible.
Low Priority	2 Working Days	Minor Service Errors/Service Error messages.

Category of Service Error should be identified by the Customer in the Subject line of the email sending the Support Request. Category may be changed by HG Insights' personnel if the Support Request is not in accordance with the specification set forth above.

Service Error requests should be accompanied by a detailed description of events immediately preceding the occurrence of the Service Error, and should, if possible, attach a copy of the Service Error message. Service Error corrections shall be limited to Service Errors occurring in the course of normal use of the Services. Service Error corrections may be done by means of temporary measures (e.g. patching), including providing defect repair, programming corrections and remedial programming designed to respond to, and resolve, Support Requests.

HG Insights is not responsible for errors or malfunctions in the Service to the extent caused by (a) Customer's or its employees' negligence; (b) any events beyond the reasonable control of HG Insights, such as force majeure events, or (c) the failure of

Customer's internal systems to meet the minimum requirements established by HG Insights from time to time.

The Services and Content that are made available to Customer via Third-Party Applications may be subject to the terms and conditions and availability of such Third-Party Applications. It is the Customer's responsibility to obtain any necessary licenses to use such Third-Party Applications, and HG Insights is not responsible for any unavailability caused by such Third-Party Applications and/or related applications that may be required for such Third-Party Applications to function.

HG Insights will use commercially reasonable industry standard security technologies in providing Services. HG Insights has implemented and will maintain commercially reasonable technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and to protect against unauthorized or unlawful disclosure or corruption of or access to personal data.

During the term of this Agreement, HG Insights will maintain technical and organizational security measures designed to protect Customer Data against (a) accidental or unlawful destruction, (b) unlawful or unauthorized processing, and (c) loss, alteration, unauthorized disclosure of, or access to the Customer Data. The Services may contain technological measures designed to prevent unauthorized use by Customer. Customer acknowledges and agrees that HG Insights may use these measures to verify Customer's compliance with the terms of this Agreement and enforce its rights. Additionally, HG Insights may collect, process and use diagnostic, technical and related information pertaining to Customer's use of the Services to improve or enhance the Services, at all times in accordance with its confidentiality obligations herein.

Customer may request a copy of each applicable SOC 2 audit report on an annual basis resulting from audits of the HG Insights' security control standards in use that cover the Services under this Agreement. Subject to Customer's confidentiality obligations, HG Insights shall provide such information within thirty (30) days of receiving a written request for it.

**2.4 Customer Responsibilities.** Customer will be responsible for Users' compliance with this Agreement, as well as for any compliance with applicable law or regulations related to the use of the Services and Content. The Services and Content that are made available to Customer may be limited to an agreed upon number of Users that have access to such Services and Content. Customer agrees not to share User credentials

and agrees to accurately and correctly provide to HG Insights, and/or Customer grants HG Insights access to retrieve, the total number of Users that have access to the Services and Content at any given time. Customer acknowledges that the delivery of certain Services may require the secure creation of a record in HG Insights' system to identify Users and enable access to the Services. This may require an email address or other personal information. For any Services requiring this access, Customer confirms that any Users of the Services have read and acknowledged the terms of HG Insights' Privacy Policy located at <https://hginsights.com/privacy-policy/> and expressly consent to the collection, storage, and use of personal information in accordance with this Privacy Policy.

Customer shall at its own expense provide HG Insights with written notice of a violation or imminent threat of violation of computer security policies, acceptable use policies or standard security practices without undue delay (and in any event within 24 hours from Customer's discovery) and shall provide all such timely information and cooperation as HG Insights may require in order for HG Insights to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) applicable data protection law. Customer should send the notice to [infosec@hginsights.com](mailto:infosec@hginsights.com).

2.5 Usage Restrictions and Audit. The Services and Content may only be used by Customer for its internal use during the Subscription Term and in accordance with agreed upon usage restrictions. Customer may not sell, resell, license, sublicense, rent, publish, distribute, or make the Services or Content available, in whole or in part, to any third party unless otherwise expressly provided. Customer may not reverse engineer, decompile or otherwise attempt to access any underlying software code in connection with the Services, including in any Software or any other aspect of HG Insights' technology or Content. Customer may not remove, disable, or otherwise implement any workaround to any security features contained in the Service or extract, scrape or otherwise attempt to access or download the Content in any manner not authorized by this Agreement. Customer may not duplicate, or generate modified versions of, the Services or Content for the purpose of retaining the Services or any elements of the Content beyond the Subscription Term. Customer may not use the Content in, or Services to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Content or Services. Customer may not use the Content in, or submit the Content to, any software or service that incorporates a large language model, deep machine learning, or any other process of artificial intelligence, for training or other purposes. During the Subscription Term and for a period of one (1) year thereafter, upon reasonable advance written notice and during normal business hours, Customer will allow HG Insights or its representatives to audit

and inspect Customer's facilities and review Customer's systems and records solely related to its compliance with the usage restrictions of this Agreement to ensure Customer's compliance with its obligations herein. Such audit shall be at HG Insights' expense, provided however if that such audit reveals a material noncompliance with the terms hereof, in addition to any other remedies available, Customer shall reimburse HG Insights' reasonable costs incurred in performing such audit.

2.6 Entity Limitations. When receiving or accessing Content from HG Insights and during the corresponding Subscription Term, Customer may be limited to the number of Entities as stated on the Order Form. If Customer receives or exports more than the stated number of Entities (if any), HG Insights reserves the right to require incremental payment or cease future deliveries.

### **3. FEES AND PAYMENT**

3.1 Fees. Fees are based on the Services and Content subscriptions purchased and, if applicable, on actual usage. Customer will pay all fees specified in the applicable Order Form. Payment of fees is non-cancellable and non-refundable, and quantities purchased cannot be decreased during the relevant Subscription Term. Unless otherwise specified, a quantity in the Order Form refers to Users and the Services and Content may not be accessed by more than that number of Users. Should the total number of Users change during existing active subscriptions, subscriptions can be added at the same price as the underlying active subscription pricing, pro-rated for the portion of the Subscription Term remaining at the time when the subscriptions are added. Any added subscriptions will expire on the same date as the underlying active subscriptions and HG Insights reserves the right to update pricing upon renewal.

3.2 Payment. If Customer is providing credit card information to HG Insights, Customer authorizes HG Insights to charge such credit card for all Services purchased through an Order Form or online. If the payment method specified in the Order Form is not by credit card, HG Insights will issue an invoice to Customer in advance in accordance with the terms of the Order Form. Any charges specified in such invoice are due within 30 days from the invoice date, unless otherwise specified in the Order Form. Without limiting its other rights or remedies, HG Insights reserves the right to suspend the Services to Customer if outstanding payments are overdue.

3.3 Taxes. Fees payable in connection with this Agreement do not include any Taxes and Customer is responsible for paying Taxes, unless HG Insights has a legal obligation to do so, in which case HG Insights will invoice Customer for such Taxes and Customer agrees to pay such Taxes if so invoiced.



3.4 Discounts. Discounts offered on an Order Form are for the term of the Order Form and HG reserves the right to increase fees upon renewal.

## **4. TERM AND TERMINATION**

4.1 Term of Agreement. This Agreement begins on the Effective Date and continues until all underlying subscriptions have expired or have been terminated, unless the Agreement is otherwise terminated as provided herein.

4.2 Subscription Term. The Subscription Term shall be as specified herein or in the applicable Order Form. Except as otherwise specified, subscriptions will automatically renew for additional periods equal to the expiring Subscription Term, unless written notice of non-renewal is given by either party at least 30 days prior to the expiration of the active Subscription Term.

4.3 Termination. A party may terminate this Agreement for cause upon 30 days' written notice to the other party if the other party commits a material breach and if such breach remains uncured after 30 days from the delivery of such notice. If Customer terminates this MSA or an applicable Order Form due to HG Insights' uncured material breach, HG Insights shall provide Customer with a pro-rata refund of any fees paid in advance for the remainder of the Subscription Term (calculated as of the date of termination) within 30 days of termination.

4.4 Effect of Termination. Upon termination or expiration of this Agreement, Customer agrees to cease all use of any Content. Within 30 days of request by HG Insights, Customer shall certify in a writing signed by an representative of Customer with signature authority that it has ceased use of all Content as required in this Section. Sections 2.5 (Usage Restrictions), 4 (Term and Termination), 5 (Confidentiality), 6 (Indemnification), 8 (Disclaimer of Warranties), 9 (Limitations of Liability), and 10 (General Terms) shall survive any expiration or termination of this Agreement.

## **5. CONFIDENTIALITY**

Each party acknowledges that during the term of this Agreement, it shall have access to the confidential information and trade secrets of the other party consisting of, but not limited to, information concerning each other's data, methods of operations, systems, products, customer lists, agent lists, pricing that is not made publicly available, and other such proprietary business information. Each party agrees not to use or disclose the confidential information ("Confidential Information") of the other party. Unless expressly authorized in writing by the other party, neither party shall publicly disclose

any confidential information or materials provided by the other party under this Agreement and reasonably understood to be Confidential Information, or use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that (i) is in or becomes generally available in the public domain by no action of the receiving party hereunder (provided that information shall not be considered generally available in the public domain even if it is generated from information in the public domain, if the compilation of such information is not generally known), (ii) is already lawfully in the receiving party's possession, (iii) was known to the receiving party prior to the date of disclosure, (iv) becomes known to the receiving party from a third party having a bona fide right to disclose the information without any confidentiality obligation, or (v) Confidential Information that the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided that receiving party provides disclosing party timely notice of such court order or subpoena (if legally permissible). Proprietary Data is the Confidential Information of HG Insights. Furthermore, Customer will keep in strict confidence all passwords and other access information to the Services. Each party retains ownership of its Confidential Information.

## **6. INDEMNIFICATION**

Each party ("Indemnifying Party") shall indemnify, defend and hold the other party and its officers, directors, employees, agents and assigns harmless from and against any costs, losses, liabilities and expenses, including all court costs, reasonable expenses and reasonable attorney's fees that such other party may suffer, incur or be subjected to by reason of any third party action or other legal claim that arises out of a breach of this Agreement by the Indemnifying Party. With regard to HG Insights, this indemnification obligation includes any third-party claim against Customer that its use of the Services in accordance with the Agreement infringes a third party's intellectual property rights. A party seeking indemnification will provide the Indemnifying Party with prompt written notice of the relevant claim (provided that the failure to provide prompt notice will only relieve the Indemnifying Party of its obligations to the extent it is materially prejudiced by such failure) and permit the Indemnifying Party to control the defense, settlement or compromise of such claim. The indemnified party may employ counsel at its own expense to assist it with respect to such claim. In addition, if the use of the Service infringes a third party's intellectual property rights, HG Insights may, at its option, (i) procure for Customer the right to continue use of the Service; (ii) modify the Service to make it non-infringing, provided that it still substantially conforms to the Documentation; or (iii) if HG Insights, after using commercially reasonable efforts, is

unable to accomplish the foregoing remedies, it may terminate the Agreement and refund Customer the amount of any prepaid and unused fees. The intellectual property indemnity provided herein shall not apply to the extent the alleged infringement arises from any use of the Service not in accordance with this Agreement. This section states HG Insights' exclusive liability for any infringement of intellectual property rights.

## **7. WARRANTY**

Each party hereby represents and warrants to the other party that it has all necessary rights and authority to enter into this Agreement and perform its obligations hereunder and that it shall comply with all applicable laws and regulations.

## **8. DISCLAIMER OF WARRANTIES**

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S ACCESS TO AND/OR USE OF THE SERVICES AND CONTENT IS AT CUSTOMER'S SOLE RISK. HG INSIGHTS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HG INSIGHTS MAKES NO WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES HG INSIGHTS MAKE ANY WARRANTY THAT THE CONTENT IS ACCURATE OR CURRENT, OR THAT ANY DEFECTS IN THE SERVICES OR CONTENT WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM HG INSIGHTS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS AGREEMENT.

## **9. LIMITATIONS OF LIABILITY**

WITH THE EXCEPTION OF A BREACH OF SECTION 2.5 (USAGE RESTRICTIONS) OR SECTION 5 (CONFIDENTIAL INFORMATION), EACH PARTY'S OBLIGATIONS UNDER SECTION 6 (INDEMNIFICATION) AND 10.3 (ATTORNEYS' FEES), AND ANY ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (A) EACH PARTY'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE TOTAL AMOUNT PAID OR PAYABLE (IF ANY) BY CUSTOMER TO HG INSIGHTS IN THE 12 MONTHS PRIOR TO THE OCCURRENCE OF SUCH CLAIM FOR THE SPECIFIC SERVICE WHICH CAUSED SUCH DAMAGE, AND (B) IN NO EVENT SHALL EITHER PARTY HAVE

ANY LIABILITY TO THE OTHER PARTY FOR ANY LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **10. GENERAL TERMS**

10.1 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, in any event, the remaining provisions of this Agreement shall remain in effect.

10.2 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Delaware, without regard to its conflicts of laws rules.

10.3 Attorneys' Fees. In the event of any claim, action or judicial proceeding arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses incurred in resolving such claim, action or judicial proceeding.

10.4 Assignment. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this Agreement, together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, sale of assets or similar change of control transaction, not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.5 Force Majeure. Neither party shall be responsible for any failure to perform its obligations hereunder (other than obligations to pay money) if such failure is caused by any act of God, war, terrorism, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, failure of any third party providers (including, without limitation, interchange carriers, local exchange carriers or internet service providers) or any other cause beyond such party's reasonable control.

10.6 Publicity. Neither party may use the other's name, trademarks or logos without prior written permission.

10.7 No Waiver. 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.

10.8 Notices. All notices under this Agreement shall be in writing and shall be given by personal delivery, by certified mail (return receipt requested), or by overnight courier and shall be sent to the addresses set forth in this Agreement (or such other address as may be designated by written notice of either party). Notice shall be deemed given when received if personally delivered, three (3) Working Days after transmittal if sent by certified mail, or one (1) Working Day after transmittal if sent by overnight courier. A copy of all notices to HG Insights shall be emailed to [legal@hginsights.com](mailto:legal@hginsights.com).

10.9 Entire Agreement. This Agreement constitutes the entire agreement between Customer and HG Insights regarding Customer's use of the Services and Content and supersedes all prior or current oral or written agreements concerning its subject matter. No modification, variation or amendment of this Agreement shall be effective unless made in writing and signed by the parties.

10.10 Counterparts. This Agreement may be executed in counterparts, which taken together shall form one legal instrument. This Agreement may be executed by facsimile or electronic signature (PDF signature or otherwise).