AppXite

Sales Solution Agreement

Information:

SIA „AppXite"

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Contact Person:

Member of the Board	**VP ISV and Product Management**	**Legal Officer**
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This Sales Solution Agreement ("Agreement") constitutes a legally binding agreement between SIA "AppXite" and the ISV. Please read the terms and conditions of this Agreement carefully before accepting, or before authorizing AppXite to onboard your product to the AppXite Platform. If you click "Agree", or sign an Order Form, or take any other affirmative action indicating your acceptance of the terms of this Agreement, you are bound by the terms and conditions set forth below.

1. RECITALS

WHEREAS, ISV has developed or otherwise has rights to market proprietary products ("Products") specified herein;

AND WHEREAS, ISV wishes to grant AppXite the right to market and promote Products separately or in conjunction with AppXite and/or Authorized Reseller's value-added services;

AND WHEREAS, AppXite is desirous to market and promote the Products;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, Parties hereto agree as follows:

2. APPOINTMENT AND GRANT OF RIGHTS

2.1. **AppXite's License.** Subject to the terms and conditions of this Agreement, ISV hereby grants to AppXite the right and license to sell, market and promote the Products, within Territory, on a non-exclusive, non-transferable basis, including all modifications, enhancements, upgrades, and new versions and releases thereof, generated and issued by ISV, or any component thereof, together with the right to make modifications of the Products and Documentation, to the extent such modifications are required to: (i) market and promote the Products (ii) market the Products in conjunction with the AppXite's and/or Authorized Reseller's value-added services. For purposes of this Agreement, references to "market and promote" shall be interpreted as the solicitation and acceptance of orders from Customers for the Products, and references to "sell", "re-sell" or similar refer to sales of subscription rights or license rights to the Products.

2.2. **Appointment of Authorized Resellers.** Notwithstanding the foregoing, AppXite shall be entitled, at its sole discretion, to appoint Authorized Resellers on a non-exclusive and non-transferable basis to market, promote and re-sell the Products to the Customers, within Territory, including all modifications, enhancements, upgrades, and new versions and thereof generated and issued by ISV, or any component thereof, together with the right to make modifications of the Products, to the extent such modifications are required to: (i) market and promote the Products (ii) market the Products in conjunction with the value-added services provided by AppXite and/or Authorized Reseller.

2.3. **Accountability.** For the avoidance of doubts, AppXite shall at all time remain liable for the performance of its Authorized Resellers and shall hold ISV harmless against any liability and/or claim raised by a third-party against ISV due to actions or omission of the Authorized Reseller. For the avoidance of doubt, Authorized Resellers shall be entitled to define the business terms, such as customer billing, and enter into contracts with Customer(s) with respect to the Products.

2.4. **Value Added Services.** Should any Product be marketed in conjunction with the additional products and/or services provided by AppXite, Authorized Reseller, or their suppliers, Parties shall enter into separate agreement reflecting such additional products and/or services.

2.5. **Use of Trademarks.** ISV hereby grants to AppXite and/or Authorized Reseller a non-exclusive, non-transferable, non-sublicensable, revocable, license, for the term of this Agreement, to use the names, trademarks, service marks, trade names, product names and logos of ISV related to the Product ("**Marks**") for advertising, marketing and promotion of the Products to the Customers. AppXite agrees and shall procure that its Authorized Resellers will not

modify, alter, conceal, remove or make any other modification to any Marks without ISV's prior approval. AppXite agrees not to register, nor attempt to register, and to require its Authorized Reseller not to register or attempt to register, any trademark which may be confusingly similar to the trademarks of the ISV in any jurisdiction, and (ii) conform such use to ISV's then current brand guidelines provided or made available by ISV.

3. RESPONSIBILITIES AND UNDERTAKINGS

3.1. **Technical Support and Assistance.** ISV shall provide technical support to the AppXite and/or Authorized Reseller during normal business hours of ISV. Further, ISV shall provide commercially reasonable information and assistance to enable AppXite and Authorized Resellers to fulfil their contractual obligations with respect to the Product delivery. ISV acknowledges that AppXite's and its Authorized Reseller's ability to market and promote Products depends upon the accuracy and timeliness of such assistance.

3.2. **Documentation**. ISV shall furnish, in a timely fashion a copy of training and marketing materials, Documentation associated with Products, in English, (via email in pdf format, or any other format reasonably acceptable by AppXite), ISV may from time to time have available for such purposes.

3.3. **ISV Product License Grant**. Upon execution of this Agreement, ISV shall grant to AppXite and its subsidiaries a non-exclusive, revocable, free, license, for the Term, to use Product for the purposes of marketing and promoting of Product and not for sale. Before using any Product AppXite shall be bound by terms and conditions associated with the relevant Product.

3.4. **EULA.** ISV shall provide to AppXite its standard license terms and conditions ("**EULA**"), as may be amended from time to time, including those confidentiality obligations contained therein, and Data Processing Agreement ("**DPA**"), if required under the Applicable Data Protection Law. ISV shall provide a copy of such EULA which is attached hereto as Annex IV. Parties agree that EULA shall govern the license terms related to the Product by ISV. AppXite and its respective Authorized Reseller shall take its reasonable efforts to ensure that each Customer that becomes authorized to use Products is bound by EULA.

3.5. **Amendments to EULA**. ISV shall be entitled to modify EULA and/or DPA by providing a notice to AppXite within the reasonable time prior to such modifications taking effect, to enable Authorized Reseller to notify its Customers accordingly. AppXite agrees that it will not, and will not permit its Authorized Resellers, to modify or alter any EULA without ISV's prior consent.

3.6. **Enhancements and Upgrades.** ISV shall use its best efforts to upgrade Products and incorporate new features, functionality or bug fixes that may be reasonably requested by AppXite and/or Customers, whereas appropriate to maintain the Product fully functional, and make such new versions or releases available to AppXite and its Authorized Resellers.

3.7. **Best efforts.** AppXite shall use its best efforts to actively market and promote the Products, within the Territory, and employ reasonable judgement to appoint the Authorized Resellers that are capable to carry out sales of the Product. Such efforts may include: (i) Product integration in AppXite Cloud Commerce Platform; and (ii) subsequent advertisement of the Product, arranging and/or participating in appropriate trade shows and customer events.

3.8. **Marketing Materials.** In marketing and promoting the sale of the Products, AppXite and/or Authorized Reseller shall use promotional literature provided by ISV. AppXite and/or Authorized Reseller may develop any other materials in connection with the promotion of the sale of the Product. In marketing and promoting the sale of the Product, AppXite shall not knowingly detract from the good name of the ISV or the reputation of the Products.

3.9. **Restrictions.** AppXite and its Authorized Resellers must not: (i) make Product available to any person other than Customer; (ii) access Products or use the Documentation in order to build a similar product or competitive product; (iii) engage in any promotional activities relating to the Product directed primarily to customers outside the Territory; or (v) solicit orders for Products from any prospective Customer located outside the Territory.

3.10. **Support.** ISV shall be responsible to provide Level 1 and Level 2 Support to Customers and to serve as the support interface to Customers with regards to ISV's Products.

3.11. **Compliance with Laws.** Either Party shall, and shall cause each representatives and contractors to, comply with Applicable law and Data Protection Laws and shall obtain and maintain in effect all licenses, certificates, permits, consents and other governmental authorizations required to perform their obligations under this Agreement. All Products must be designed to meet the legal requirements under the Customer's jurisdiction.

4. PRICES AND PAYMENT TERMS

4.1. **Product Prices.** All prices for Products shall be specified in the then current ISV's Price List ("**Price List**") as provided by ISV to AppXite. For the avoidance of doubt, prices provided in the Price List are applicable to AppXite. ISV reserves the right to change prices for Products by providing the AppXite with a 30 (thirty) days' written notice before new prices are in effect.

4.2. **Applicable Margin.** AppXite shall apply margins to the Price List for the Products, as specified in the Annex II of the Agreement. Within the reasonable time, following the anniversary date of each Year, the AppXite and ISV shall negotiate in a good faith and mutually agree upon new terms respecting the applicable margins, and amending this Agreement accordingly.

4.3. **Price management.** ISV acknowledges that AppXite and/or Authorized Resellers shall be free to resell the Products for such prices as Authorized Reseller may see appropriate in its sole discretion, provided, however, that AppXite's payment to ISV shall be based on the Price List, hence, shall not be less than minimum price per Product subscription, as specified in the Price List.

4.4. **Invoicing**. Unless stated otherwise, on the 1st day of each month, the AppXite will receive consolidated invoice for all Product subscriptions marketed within the respective month. Upon receipt of an invoice from ISV, the AppXite will consider and verify that invoice in a timely fashion. For avoidance of doubt, ISV may submit an electronic invoice. Electronic invoices shall be deemed delivered after their issuing and sending to the email address: creditor@appxite.com.

The Invoice shall contain the following information:
a) Invoice number;
b) Payment due date;
c) ISV's name and address;
d) ISV's VAT number (if applicable);
e) ISV's bank account;
f) Total license-based charges;
g) Total usage-based charges;
h) Total invoice amount;
i) Indication that invoice is issued by an external party by marking such invoice as "***External***";
j) Payment instructions.

4.5. **Payment terms.** Unless otherwise agreed by the Parties in writing, all ISV fees under this Agreement shall be paid within 60 (sixty) days from the date on which the AppXite has determined that the relevant invoice is valid and undisputed. If AppXite disputes any invoice in good faith and on a reasonable basis consistent with this Agreement, then AppXite may withhold payment of that portion of the invoice that is the subject of such dispute, subject to AppXite notifying ISV of the dispute within 30 (thirty) days of receipt of the invoice and its causes in reasonable detail, working in good faith to resolve the dispute as soon as reasonably possible, and paying ISV fees in accordance with resolution of such dispute within 30 (thirty) days of such resolution.

4.6. **Taxes.** AppXite shall be responsible for paying all taxes associated with the marketing and promotion of the Products, applicable under the Applicable Law. Without prejudice to the foregoing, ISV shall be responsible for all local taxes, levies, duties or similar governmental assessments of any nature applicable to its provision of Product.

5. WARRANTIES

5.1. **General Warranties.** Each Party warrants to the other Party that: (i) such Party is a business duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation; (ii) such Party has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (iii) the execution, delivery, and performance of this Agreement constitutes the legal, valid, and binding agreement of such Party; (iv) as of the Effective Date, there is no outstanding litigation, arbitrated matter or other dispute to which such Party is a Party, which, if decided unfavourably to it, would reasonably be expected to have a potential or actual material adverse effect on such party's ability to fulfil its obligations under this Agreement; and (v) no consent, approval or withholding of objection is required from any entity, including any governmental authority, with respect to such party's entering into this Agreement.

5.2. **No Representations.** AppXite and its Authorized Resellers shall not make any representations or warranties on behalf of ISV or in any way bind or attempt to bind ISV contractually or otherwise with any Customer.

5.3. **Ownership of Intellectual Properly.** ISV warrants that it owns all rights, title and interest to the Product /has the right to grant the licenses described in the Section 2 of the Agreement without the consent of any third party. Should the ISV own all intellectual property rights to the Product, ISV warrants that it is not aware of any pending or threatened legal proceeding against it with respect to ownership or title in or to the Products or Documentation. ISV shall indemnify and hold AppXite harmless from and against any loss, cost, liability and expenses (including reasonable attorney's fees) without limitation, arising out of any breach or claimed breach of this warranty.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. **Ownership and Proprietary Rights.** ISV and its suppliers shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights), associated with the Products.

6.2. **Modification of Products.** Nothing in this Agreement prohibits ISV to modify, amend and in any way, change the Products whether in content, nature or otherwise by providing a reasonable information to the AppXite in writing and/or make amendment to Documentation. Notwithstanding the foregoing, should any modification of Product have a material/adverse effect to the AppXite and/or Authorized Reseller under this Agreement, AppXite's approval is required prior to implementation of such modification. If ISV fails to obtain AppXite's approval, as provided in this sub-clause, and, nevertheless, significantly modifies the Product, AppXite shall be entitled to terminate the Agreement by providing the ISV with a prior written notice at least 10 (ten) days prior to the date of termination.

6.3. **Use of ISV's IPR.** ISV shall, and hereby grants AppXite and its Authorized Resellers a non-exclusive, free license for the Term to use the ISV's Intellectual Property Rights where it is necessary for the AppXite and/or Authorized Resellers to market the Products.

6.4. **Third Party IPR.** ISV shall obtain approval before using any material, in relation to the performance of its obligations under the Agreement which is or may be subject to any third party Intellectual Property Rights. ISV shall ensure that the owner of those rights grants to the AppXite and/or respective Authorized Reseller a non-exclusive license, or if itself a licensee of those rights, shall grant to the AppXite and/or respective Authorized Reseller an authorized sub-license, to use such third-party Intellectual Property Rights to the extent necessary for the AppXite and/or Authorized Resellers to market Products. Such license or sub-license shall be non-exclusive and royalty-free. That license or sub-license shall also include the right for the AppXite to sub-license, transfer, novate or assign to other its Affiliates and/or subcontractors.

6.5. **IPR Protection.** AppXite will, and will procure that its Authorized Resellers cooperate fully with and assist ISV in its efforts to protect the Intellectual Property Rights of Products and shall exercise reasonable diligence to detect and

shall immediately advise ISV if the AppXite becomes aware of any infringement of any Intellectual Property Rights owned or used by the ISV.

6.6. **Third-Party Infringement.** AppXite shall notify ISV promptly of any infringement of any Intellectual Property Rights relating to the Products. ISV shall and will procure that its Authorized Resellers will take all appropriate actions in connection with any such infringement. AppXite agrees to reasonably cooperate, at no expense to AppXite, in connection therewith.

7. CONFIDENTIALITY

7.1. **Confidentiality Obligations.** Neither Party will use any Confidential Information of the disclosing Party except as expressly permitted by this Agreement or as expressly authorized in writing by the other Party or as required under the Applicable Law. Confidential Information shall not be reproduced in any form without the prior written consent of the Disclosing Party. Any reproduction of any Confidential Information of a Disclosing Party shall remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. The receiving Party may disclose Confidential Information of the disclosing Party only to those of its employees or contractors who need to know such information. In addition, prior to any disclosure of such Confidential Information to any such employee or contractor, such employee or contractor shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees, contractors or Authorized Resellers. Without limiting the foregoing, each Party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other Party. Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

7.2. **Return of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon the disclosing Party's earlier request, the receiving Party will deliver to the disclosing Party all of the disclosing Party's property or Confidential Information in tangible form that the receiving Party may have in its possession or control. The receiving Party may retain one copy of the Confidential Information in its legal files.

8. DATA SECURITY

8.1. Either Party shall implement and maintain appropriate technical and organizational measures designed to ensure the security and confidentiality of Personal data in its possession or under its control, including Parties shall use its best efforts to prevent unauthorized access to, destruction, alteration or use of personal data and/or the equipment used for the processing of such data.

9. LIMITATION OF LIABILITY

9.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE SUFFERED BY THE OTHER PARTY, ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

9.2. IN NO EVENT, SHALL APPXITE, AUTHORIZED RESELLERS, ITS AFFILIATES OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS BE LIABLE TO ISV FOR MORE THAN THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES UP TO THE GREATER OF THE AMOUNT PAID TO THE ISV DURING 12 (TWELVE) MONTHS BEFORE THE CAUSE OF ACTION AROSE. THIS LIMITATION SHALL NOT APPLY TO THE APPXITE'S INDEMNIFICATION OBLIGATION.

9.3. ISV ACKNOWLEDGES THAT THESE ALLOCATIONS OF LIABILITY WERE AN ESSENTIAL ELEMENT FOR THE APPXITE TO ENTER INTO THIS AGREEMENT AND AGREES THAT SUCH ALLOCATION OF LIABILITY ARE REASONABLE AND APPROPRIATE GIVEN THE NATURE OF THIS AGREEMENT.

10. INDEMNIFICATION

10.1. **ISV Indemnification.** ISV shall indemnify, defend and hold AppXite harmless against any claim, lawsuit, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of or in connection with claim that: (i) Products infringes any Intellectual Property of any third party; (ii) any breach or alleged breach of the law under the Customer jurisdiction; or (iii) Product is defective/is not compliant with Documentation, and shall pay any settlements entered into or damages awarded against AppXite to the extend based on such a claim, regardless of the form of award; provided, however that AppXite has sole control of the defense and all related settlement negotiations, except that ISV shall not enter into any settlement agreement materially affecting the rights off AppXite without AppXite's written consent;

10.2. **AppXite Indemnification.** The AppXite shall indemnify, defend and hold ISV harmless, from and against all claims, lawsuits, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees), judgments or settlement amounts arising out of, or in connection with AppXite's grant of a warranty to any End-User exceeding the limited warranty set forth in the applicable Documentation or AppXite's willful misconduct.

11. CONTRACT CHANGE PROCEDURE

11.1.   Parties may change, alter or amend this Agreement by submitting a written request for amendments to the other party addressing, at least, the following points:
a)   The title of the proposed change;
b)   Full details of the proposed change;
c)   The reason for the proposed change;
d)   The impact, if any, of the proposed change.

12. TERM

12.1. **Initial Term.** This Agreement shall commence as of Effective Date and, unless earlier terminated as provided herein, shall continue in effect for an initial term of 7 (seven) years ("**Initial Term**").

12.2. **Renewal Term.** Thereafter, the term of the Agreement shall be automatically renewed annually on the anniversary of the Effective Date for additional 1 (one) year renewal terms ("**Renewal Term**"), unless either Party gives written notice of non-renewal to the other Party at least 60 (sixty) days prior to the end of the Initial Term or any Renewal Term hereof.

13. TERMINATION

13.1.   **Termination Without Cause.** After the Initial Term of this Agreement, either Party can terminate this Agreement for any reason by giving 6 (six) months prior written notice of such termination to the AppXite. Termination may be given prior to the term of the Agreement, but with effect only from the day after end of the Initial Term of the Agreement.

13.2.   **Termination for Cause.** This Agreement may be terminated as follows:
a)   if either Party breaches any provision of this Agreement and fails to remediate such breach within 30 (thirty) days after receiving written notice of the breach, specifying with particularity the condition, act, omission or

course of conduct asserted to constitute such breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such 30 (thirty) day period;

b) if either Party becomes insolvent or makes an assignment for the benefit of creditors, then the other Party may terminate this Agreement immediately upon notice;

c) if either Party is dissolved or liquidated, then the other Party may terminate this Agreement immediately upon notice;

d) If required by the Applicable Law, then the other Party may terminate this Agreement immediately upon notice;

e) If there is a reasonable suspicion that either Party has breached any of its obligation of confidentiality or protection of the intellectual property rights of the other Party, then the other Party may terminate this Agreement immediately upon notice.

13.3. **Effect of termination.** Upon any termination or expiry of the Initial Term or any Renewal Term, the following provisions shall apply:

a) AppXite and its Authorized Resellers shall forthwith cease to market the Products, and shall promptly return all copies of the Documentation and marketing materials to ISV or else destroy those copies of Documentation and/or marketing materials, and cease any further use of the Marks, unless required to maintain existing subscriptions for the Products;

b) All rights and authorizations granted to the AppXite under this Agreement shall cease, unless required to maintain existing subscriptions for the Products;

c) ISV hereby acknowledges and accepts that nothing in this Agreement shall prohibit or restrict the Customers to receive the respective Products for the then current Product subscription term, subject to the payment of ISV fees, hence, all Customer subscriptions for Products shall survive termination, unless the ISV is subject to insolvency or otherwise is incapable of providing the Products.

14. GENERAL TERMS

14.1. **Assignment**. ISV must not transfer or assign this Agreement, in whole or in part, or delegate any of its duties hereunder, to a third party by change in control, operation of law or otherwise, without the prior written consent of the AppXite. AppXite may assign this Agreement in whole or in part to its Affiliates, without the consent of the ISV. This Agreement shall inure to the benefit of the Parties, their successors and permitted assigns.

14.2. **Order of priority.** In the event of any conflict or inconsistency between any provisions of this Agreement and its Annexes, the terms of this Agreement shall prevail.

14.3. **Waiver.** No delay or failure of either Party to enforce any provision of this Agreement will operate as a waiver of the right to enforce that or any other provision of this Agreement, nor will any single or partial exercise of any such rights preclude any other or further exercise thereof. To be effective, any waiver must be in writing, signed by the Party providing the waiver.

14.4. **Severability.** In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and shall be construed so as to best effectuate the intention of the parties in executing it.

14.5. **Independent Contractors.** In all matters relating to this Agreement, the relationship of the Parties shall be that of independent contractors. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party. Nothing stated in this Agreement shall be construed as constituting ISV and AppXite as partners or joint ventures, or as creating the relationship of employer and employee, principal and agent, or master and servant.

14.6. **Survival.** Any obligations which either expressly or by their nature are to continue after the termination or expiration of this Agreement shall survive and remain in effect.

14.7. **Construction.** Neither Party hereto shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, rule of interpretation or construction that would or might cause any provision or ambiguity to be construed against the drafter hereof.

14.8. **Force Majeure.** Neither Party shall be liable in the event that its performance of this Agreement is prevented, by reason of a labour dispute, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Effective Date and is beyond the reasonable control of the Party In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the Party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to remove or overcome the cause of delay. In the event that the performance of a Party is delayed for more than 30 (thirty) days, the other Party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.

14.9. **Entirety of Agreement.** This Agreement contains the entire agreement between the Parties and no modifications of this Agreement or waiver of the terms and conditions hereof shall be binding upon the Parties, unless conducted in accordance with the terms hereof.

14.10. **Notices**. All notices, requests, claims, demands and other communications shall be in writing in the English language and shall be signed by a person duly authorized to provide such notice.

14.11. **Governing law.** This Agreement shall be governed by and construed in accordance with UNIDROIT Principles of International Commercial Contracts (2010) and, with respect to issues not covered by such Principles, by the law of Kingdom of Norway applicable therein without reference to any conflict of laws principles under which different law might otherwise be applicable.

14.12. **Dispute Resolution.** Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally resolved by arbitration in accordance with the Rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce in force at any time. The language to be used in the arbitral proceedings shall be English.

14.13. **Execution.** This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. The parties may rely on a facsimile or scanned signature to bind the other party and may deliver such signatures electronically.