

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7957855

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SDFGD DSFGF	01/01/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GFGF
<b>Street Address:</b>	898 FGF FDR DR
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95120
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11259657
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	dff@gfj.com
<b>Correspondent Name:</b>	FDG DF FS
<b>Address Line 1:</b>	704 FGD
<b>Address Line 4:</b>	SAN JOSE, ALABAMA 97120
<b>NAME OF SUBMITTER:</b>	DFFG FF
<b>SIGNATURE:</b>	/ee/
<b>DATE SIGNED:</b>	05/17/2023
<b>Total Attachments: 8</b>	
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## WhatConverts Affiliate Partner Program Terms & Conditions

Icon Digital LLC dba WhatConverts  
3540 Toringdon Way Suite 200 #1045  
Charlotte, NC 28277  
1-704-469-5324  
partners@whatconverts.com

This Affiliate Program Agreement (the "Agreement") is a binding agreement between Icon Digital, LLC ("WhatConverts", the "Company") and you, the business entering into this Agreement, ("Affiliate"), (collectively "the Parties"). This Agreement governs your participation in the WhatConverts Partner Program as further described herein (the "Program").

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS ARBITRATION PROVISIONS AND LIABILITY LIMITS, AMONG OTHER CLAUSES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE PROGRAM. BY ENTERING INTO THIS AGREEMENT, YOU REPRESENT THAT YOU ARE AT LEAST THE AGE OF MAJORITY IN YOUR STATE OR PROVINCE OF RESIDENCE, OR THAT YOU ARE THE AGE OF MAJORITY IN YOUR STATE OR PROVINCE OF RESIDENCE AND YOU HAVE GIVEN US YOUR CONSENT TO ALLOW ANY OF YOUR MINOR DEPENDENTS TO USE THE PROGRAM.

Participation in the Program is not official without agreeing to these terms and conditions. To enroll in the Program the Affiliate must: a) accept the Program terms available on the PartnerStack platform and b) accept and acknowledge the [WhatConverts Terms of Use](#).

- 1. Purpose.** Company is a tracking and reporting software trusted by top PPC and SEO professionals to grow value for their clients. Affiliate is in a position to refer prospective customers to the Company. This Agreement provides the terms and conditions under which Affiliate will do so as part of the Program.
- 2. Referral Arrangement.** By accepting this Agreement and participating in the Program, Affiliate may refer new prospective customers (the "New Customers") to Company on a non-exclusive basis. Company will pay Affiliate a Referral Fee for each Successful Referral. A "Successful Referral" occurs where: (a) a New Customer signs up for the WhatConverts services directly using Affiliate's dedicated "Affiliate Link" provided by Company and (b) the New Customer converts to a paid WhatConverts account directly following the New Customer's access to the Company services following the use of the dedicated Affiliate Link to Company. Further, a referral will only be a "Successful Referral" if the New Customer is not a customer that (i) the Company has already

contracted with or contacted about its services or (ii) has already been referred to Company by a third party.

3. **Referral Fee.** For each Successful Referral in the Affiliate Program, Company shall pay Affiliate commission of the new customer monthly plan price of the account. For more information on WhatConverts plan pricing, please refer to: [WhatConverts Pricing Page](#).
  - a. Active Partner Clause: In order to be eligible for a referral fee, the Affiliate must be considered an "Active Partner", meaning the Affiliate has had a new customer sign up with their referral link within the last 12 months.
  - b. Buyout Clause: The Company is permitted to buy out an Affiliate from participation in the program under the following conditions:
    - i. Company will pay in the form of a cash lump sum equal or up to 12 month commission compensation of the current agreement.
    - ii. Company must provide written notice to Affiliate which informs: (i) decision to terminate the agreement, (ii) effective date of termination, (iii) total amount of compensation.
    - iii. Upon signature of notice informing of termination, Company will pay lump sum no later than 30 days of termination date.
4. **Payments.** Payments in the WhatConverts Partner Program are handled by PartnerStack (the "Payment Provider"). In order to receive payments under this Agreement, Affiliate must create and maintain an account with Payment Provider in the Payment Provider's online or app-based dashboard ("Payment Provider Platform"), which is provided pursuant to terms directly between the Payment Provider and Affiliate.
  - a. Affiliate rewards are deposited on the 13th of each month.
  - b. Affiliates rewards are paid monthly for the month prior (ex- January rewards will be paid on February 13).
  - c. Rewards are based on the USD prices and will be paid in USD.
5. **Relationship of the Parties.** Affiliate is an independent contractor of Company and nothing in this Agreement shall be construed to create any association, partnership, joint venture, employee or agency relationship between the Company and Affiliate for any purpose. Affiliate has no authority (and shall not hold itself out as having authority) to bind Company and Affiliate shall not make any agreements or representations on Company's behalf. Either Party is solely responsible for paying all of its costs and expenses related to this Agreement.
6. **Term:** This Agreement shall commence upon the date that Affiliate joins the Program and will continue until otherwise terminated by one of the Parties.
7. **Approval.** All participation in the program is subject to the Company's approval, which may be withheld in the Company's sole discretion.
  - a. Unless notified to the contrary, in writing from the Company, all prospective Partners must submit an application to WhatConverts through the PartnerStack Platform in order to become an "approved" Partner eligible to participate in the program. WhatConverts will notify each prospective Partner through PartnerStack in writing (by e-mail or otherwise) whether or not it has been approved. The Referral Partner is not authorized to participate in the program until written approval is received.

- b. If approved, Referral Partner consents to be contacted at the email and telephone number it provided in applying for the program.
8. **Privacy & Confidentiality.** During the course of this Agreement, it may be necessary for either Party to share proprietary and/or confidential information with the other Party, including, but not limited to trade secrets and non-public industry knowledge (the “Confidential Information”). Either Party will not share any Confidential Information with any third party at any time. Affiliates will also not use any Confidential information for his/her or a third party’s personal benefit at any time. This section remains in full force and effect even after termination of the Agreement. Refer to [Company Privacy Terms](#) on paragraph 2 of WhatConverts Terms of Use.
9. **Termination.** This agreement will begin upon your acceptance of the Terms and Conditions of the Affiliate Program and will end when terminated by either party. Either you or we may terminate this agreement at any time. To terminate please contact us at [support@whatconverts.com](mailto:support@whatconverts.com).
10. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement and that each Party shall comply with all applicable laws, rules, and regulations and will not violate or infringe upon any third-party rights in its performance of its rights and obligations under this Agreement.
11. **Advertising Rules and Restrictions.** Referral Partner shall publish or otherwise distribute advertisements in strict compliance with all applicable laws and regulations, including without limitation, laws prohibiting deceptive and misleading advertising and marketing, email marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), laws governing testimonials (including the FTC’s Revised Endorsements and Testimonials Guides (16 CFR Part 255 of the Code of Federal Regulations)), and all guidelines issued by the FTC. Partner is solely responsible for ensuring Referral Partner’s compliance with all laws. Company retains the sole and exclusive discretion to determine whether Partner’s advertising and conduct is in compliance with all laws.
  - a.
12. **Usage Guidelines** Company requires that Partner use only the marketing materials available from the PartnerStack Platform. No re-sampling or other attempted duplication is allowed and no alterations, modifications, cropping or additions to the marketing materials or Marks are permitted.
  - a. Any marketing materials or visual display for the Partner's products or services that use the “WhatConverts” trademark or logo must (in the sole opinion of Company) be consistent with the following brand attributes of the products and services offered by WhatConverts (e.g. easy-to-use, trusted, and very high quality) and must comply with the WhatConverts Trademark Usage Guidelines.
  - b. Company has the right to review Partner’s use of the WhatConverts mark and marketing materials and may provide input about whether said materials or displays are compliant. If marketing materials or visual displays are, in the sole opinion of Company, inconsistent with the requirements, Company can require that such materials be changed prior to any public distribution as set forth in the Agreement. If Partner does not make the changes to its Site that Company

deems necessary, WhatConverts reserves the right to terminate your participation in the program.

- c. In addition to the above, the appropriate ownership legend must be included in the "legal notices" section of any materials in which the "WhatConverts" logo or mark is displayed. This legend must read generally as follows: "WhatConverts is a registered mark, displayed with permission." In advertising and promotional materials, the legend is typically placed at the bottom of the ad or layout. The legend may appear in small type, but must still be legible.

**13. Additional Important Notes:**

- a. You may not use the Affiliate Program to earn referral fees on your own account or accounts if you own multiple and accounts where you are a sub-user on.
- b. Company reserves the right to update and change these terms and conditions. Affiliates will receive notice no later than 14 days prior to changes effective date. Any updates and changes to these terms will be noted in the footnote of this page. If you continue to use the Affiliate Program you are agreeing to any amendments made to the terms.
- c. Company reserves the right to change the affiliate reward structure at our discretion or disqualify affiliate fees earned through fraudulent, illegal, or questionable sales or marketing methods.
- d. All fees are exclusive of all taxes, charges, levies, assessments, and other fees of any kind imposed on your involvement in this agreement and shall be the responsibility of, and payable by the Affiliate.
- e. Affiliate is responsible for providing Company with a Stripe email account. If commission is returned due to an invalid Paypal email address or any other issue associated with the account, Affiliate must provide updated information to resolve the issue within 2 weeks of commission return date. If the problem persists on the last payment attempt your commission may be forfeited.

**14. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE TO AFFILIATE OR ANY THIRD PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COMPANY WILL HAVE NO LIABILITY FOR THE ACTS OR OMISSIONS OF THE PAYMENT PROVIDER OR THE PAYMENT PROVIDER PLATFORM.

**15. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY DOES NOT MAKE ANY OTHER REPRESENTATION, WARRANTY, OR GUARANTY, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE PROGRAM PROVIDED OR OFFERED HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH

HEREIN, THE PROGRAM IS PROVIDED STRICTLY ON AN "AS IS" BASIS AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN PARTICULAR, COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPENSATION OR ANY OTHER BENEFITS THAT AFFILIATE WILL RECEIVE. ALL OF COMPANY'S OBLIGATIONS ARE AS, AND ONLY AS, EXPRESSLY STATED IN THIS AGREEMENT. AFFILIATE HAS NO RESPONSIBILITY TO COMPANY IF REFERRALS DO NOT LEAD TO SUCCESSFUL REFERRALS.

- 16. No License Grant.** Nothing in this Agreement shall be construed as granting Affiliate, by implication, estoppel or otherwise, any license or other right under any intellectual property rights of the Company. EXCEPT AS EXPRESSLY PERMITTED HEREUNDER, YOU SHALL NOT AND ARE NOT PERMITTED TO (i) USE THE WHATCONVERTS TRADEMARK, NAME, LOGO OR ANY OF OUR OTHER INTELLECTUAL PROPERTY, INCLUDING WITHOUT LIMITATION, THE LINKS, AND THE LICENSED MATERIALS (COLLECTIVELY, THE "WhatConverts IP") (OR ANY MISSPELLINGS OR VARIATIONS THEREOF OR OTHER TERM OR TERMS SIMILAR TO ANY OF THE FOREGOING) WITHOUT WHATCONVERTS' EXPRESS PRIOR WRITTEN PERMISSION; (ii) USE WHATCONVERTS IP IN A DOMAIN OR WEBSITE NAME, IN ANY BIDS FOR KEYWORDS OR GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), IN ANY SEARCH ENGINE ADVERTISING (PAID OR OTHERWISE), IN ANY META TAGS, GOOGLE ADWORDS (OR SIMILAR PROGRAMS AT OTHER SEARCH ENGINES), SEARCH TERMS, KEYWORDS, CODE, OR ADVERTISING; (iii) ACT IN ANY WAY THAT CAUSES OR COULD CAUSE, CREATES OR COULD CREATE AN "INITIAL INTEREST CONFUSION" OVER THE USE OF WHATCONVERTS IP ON THE INTERNET OR IN ANY SEARCH ENGINE ADVERTISING. YOUR USE OF WHATCONVERTS IP IN ANY MANNER, OTHER THAN AS EXPRESSLY PERMITTED HEREUNDER SHALL CONSTITUTE UNLAWFUL INFRINGEMENT OF WHATCONVERTS' INTELLECTUAL PROPERTY RIGHTS, AND MAY SUBJECT YOU TO THE CLAIMS FOR DAMAGES (INCLUDING POTENTIAL DAMAGES FOR KNOWING OR WILFUL INFRINGEMENT), AND THE OBLIGATION TO PAY WHATCONVERTS' LEGAL COSTS AND FEES IN CONNECTION WITH ANY ACTION OR PROCEEDING IN WHICH WHATCONVERTS SEEKS TO IMPLEMENT ITS RIGHTS UNDER THIS AGREEMENT OR IN REGARD TO ANY OF WHATCONVERTS INTELLECTUAL PROPERTY RIGHTS.
- 17. Limited License to Link to WhatConverts website.** Upon acceptance into the program, Partner will have access to the logos and graphics for graphical/textual Links and WhatConverts grants Partner a limited, revocable, non-transferable, non-exclusive license during the term of this Agreement to post on each of Partner's Sites that have been approved by Company in advance, graphical/textual Links (only as approved by

Company) to the WhatConverts Site and to direct visitors to the WhatConverts Site in accordance with the terms and conditions of this Agreement.

- a. Partner's use of the WhatConverts graphical and textual Links provided in connection with the program must comply with the following:
  - i. The Link between the Partner's Site and WhatConverts Site must be a direct Link (e.g., no interstitials, pop-up windows or redirects);
  - ii. The Link between the Partner's Site and WhatConverts Site may not be framed or co-branded by Partner;
  - iii. The Link between the Referral Partner's Site and WhatConverts Site may not contain any trojan horses, spyware, worms, time bombs, viruses or other harmful programming routines;
  - iv. The Link must incorporate a unique "tag" provided by WhatConverts in order to permit accurate tracking, reporting and credit for Channel Program Commission payments; and
  - v. The Partner must ensure that each of the Links between its Site and the WhatConverts Site properly utilizes the WhatConverts tagged link format. Partners will only earn Program Rewards with respect to activity on the WhatConverts Site occurring directly through a tagged Links.
  - vi. Company will not be liable to pay Partner for Qualified Sales that are received from untagged Links.

**18. Social Media Restrictions.** When advertising or promoting the program on Facebook, Twitter, Instagram, YouTube and other social media platforms, you indicate and warrant that you will comply with the following requirements:

- a. You can only promote programs and links on your social media page.
- b. You are prohibited from posting your links on our Facebook, Twitter, Pinterest, or any other company's social media account or page in an effort to convert those links into affiliate sales.
- c. You are prohibited from creating a social media account that includes our trademark in the page name and/or username.

**19. Unacceptable Websites.** We will reject your application or cancel your participation in the Partner Program if we determine in our sole discretion that your Site is unsuitable for including if your Site displays, stores, processes or transmits:

- a. Material that infringes or misrepresents, or uses without appropriate consent, a third party's intellectual property or proprietary rights;
- b. Hate-related, abusive, and/or material advocating discrimination against individuals or groups;
- c. Material promoting or related to violence of any kind;
- d. Obscene or sexually explicit material, or anything which exploits of minors under 18 years of age;
- e. Material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights; and/or

- f. Material that in any way targets children 13 years of age or younger or violates any applicable laws or governmental authority regulations related to child protection,
  - g. You may not create or design your Site or any other website that you operate, explicitly or implied in a manner which resembles the WhatConverts website nor design your WhatConverts in a manner which leads customers to believe you are WhatConverts or any other WhatConverts affiliated business.
- 20. Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 21. Waiver.** The failure by either Party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 22. No Class Action.** Arbitration may only be conducted on an individual, not a class wide, basis. No arbitration proceeding between the Parties may be consolidated with any other arbitration proceeding involving Company and any other person or entity. Each Party shall file and prosecute arbitration proceedings separately and individually in the name of the respective Parties, and not in any representative capacity. Each Party hereby irrevocably waives and agrees not to assert any claim inconsistent with this Section. BY AGREEING TO THIS AGREEMENT, EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT (i) TO A COURT TRIAL OR (ii) TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST COMPANY AND/OR RELATED THIRD PARTIES, EVEN IF ARBITRATION IS NOT REQUIRED UNDER THIS AGREEMENT.
- 23. Limitations.** REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE, SERVICES, OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.
- 24. Assignment.** Affiliate shall not assign, transfer, or delegate any of its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the Company. Company may freely assign this Agreement.
- 25. Notice.** Notice to Affiliate may be given by a notification within the Payment Provider Portal and/or email to Affiliate to the address provided to Company. Notice will be effective when given. Notice to Company may be given by email to Company at [partners@whatconverts.com](mailto:partners@whatconverts.com) and will be effective when received.
- 26. Representations, Warranties and Covenants.** Referral Partner represents and warrants that:



- a. The Partner is duly organized, validly existing, and in good standing under the laws of the state or country of Partner's origin;
- b. The Partner has all requisite power and authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement;
- c. The Partner has no prior or pending government investigations or inquiries of it by any federal or state governmental agency or any regulatory authority anywhere in the world which relate to any violation of consumer protection or advertising laws;
- d. The Partner has established and implemented commercially reasonable practices and procedures and will continue to perform spot checks or audits to ensure that full compliance with all federal, state and local laws and regulations;
- e. The Referral Partner will promptly notify Company, in writing, if it receives any complaints or notices from any governmental agencies (including any third party claims asserted in state or federal courts) referencing a violation of any federal, state and local laws and regulations and particularly, any complaint regarding the privacy or security of data;
- f. The Partner will perform a full investigation, within forty-eight (48) hours of receipt of a request, If either party receives an inquiry or complaint from a governmental agency (including any third party claims asserted in state or federal courts) relating directly to any data use and/or protection provisions, whether federal, state, or local statute or regulation; or for providing information that was procured through fraud, identity theft or any illegal or illicit means to determine the merits of the inquiry or complaint;
- g. Partner shall post and maintain on its Site involved in the program during the term of this Agreement a privacy policy that clearly and adequately describes how consumer information is collected and used. The privacy policy must fully and accurately disclose your use of third-party technology, use of cookies, and options for discontinuing use of such cookies. The privacy policy and data protection mechanisms used in support of the policy must comply with all data privacy and protection regulations which apply within the countries where the Partner conducts business.

**27. Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties, and supersedes all prior agreements related to the Program or any other commission based program. WhatConverts may amend this Agreement from time to time based on changes to the Program, in which case the new Agreement will supersede prior versions. WhatConverts will notify Affiliate of any material changes affecting its rights through a notification within the Payment Provider Portal and/or email referencing the latest version. The Parties may also document modifications to this Agreement by way of an amendment signed (in ink or electronically) by the Parties.

The terms of service was last updated on [DATE]