

TrendMD Widget License Agreement

This TrendMD Widget License ("Agreement") is effective as of the date last signed by either party (the "Effective Date") and is entered into by and between TrendMD Inc., a corporation existing under the Business Corporations Act of USA ("TrendMD") whose address is 4023 Kennett Pike, Unit 50094, Delaware 19807 and Netspective whose address is 2313 Falling Creek Road, Silver Spring, MD 20904.

CERTAIN DEFINITIONS

- 1.1. "Advertiser Recs" means Recommendations in the TrendMD network submitted by TrendMD's advertisers.
- 1.2. "Client Sites" means the web properties, applications or platforms identified in the Client Enrollment Form, together with any additional properties on which Client elects to implement the Widget upon prior written approval from TrendMD (e-mail will suffice).
- 1.3. "Content" means graphical, textual and/or auditory content (which may include text, data, information, photos, images, graphics, audio, video or other content).
- 1.4. "Data" means all data collected or generated by TrendMD through the Widget, including any reports or other data made available to Client in connection with the Agreement.
- 1.5. "Destination Page" means any webpage or other online location that may be accessed by clicking on Recommendations.
- 1.6. "End User" means individual human end users of the Client Site(s).
- 1.7. "Recirculation Recs" means Recommendations that are not Advertiser Recs and which link to Content on Client Sites.
- 1.8. "Recommendations" means the display of Content that TrendMD delivers to the viewer of a web page, application or platform on which the Widget is implemented. For clarity, Recommendations may include Advertiser Recs and/or Recirculation Recs.
- 1.9. "Revenue" means net revenue generated from Advertiser Recs and charged by TrendMD for the display of such Advertiser Recs in the TrendMD network.
- 1.10. "Widget" means Javascript, HTML, and associated protocols provided by TrendMD to Client that, when implemented on Client Site(s), display one or more Recommendation(s) and/or permit users to navigate to Destination Pages by clicking on such Recommendations. Widgets include, and may display, Widget Content.
- 1.11. "Widget Content" means TrendMD logos, search boxes that link to information located on TrendMD websites, advertising for TrendMD or advertising for third party products.

2. IP OWNERSHIP; LICENSE GRANT; RESTRICTIONS

- 2.1. IP Ownership. TrendMD retains all ownership and other rights in the Widgets and the Widget Content, and in the TrendMD Marks. Client retains all ownership and other rights in the Client Site. No implied licenses of any kind are granted under this Agreement.
- 2.2. Widget License Grant. TrendMD hereby grants you, during the Term, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Widget and use and display the Widgets on a Client Site to display the Recommendations on Client Sites in the form and format provided.
- 2.3. License Restrictions. You will not: (a) decompile, reverse engineer, disassemble, modify, embed, rent, lease, loan, distribute, or create derivative works or improvements from the Widgets or any portion thereof; (b) obscure or disable any element of the Widgets; (c) edit, modify, truncate, filter, or change the order of Recommendations; (d) obscure, modify or redirect Client Site users away from a Destination Page, or intersperse any Content between the Recommendations and any Destination Page; (e) artificially inflate clicks or impressions on Recommendations, or encourage or require any person to click on Recommendations using incentives or other methods; (f) attempt to create a substitute or similar service or product through use of or access to Widget or related proprietary information; or (g) generate clicks on Recommendations, or generate Recommendation pageviews, that TrendMD believes, in its sole discretion, is through any automated, deceptive, or fraudulent means.
- 2.4. Logo License Grant; Publicity Restriction. TrendMD grants Client, during the Term, a limited, worldwide, non-exclusive, royalty-free license to use and display TrendMD's trademarks, service marks and logos (collectively, "TrendMD Marks"), as incorporated into the Widget, strictly in accordance with Client's obligations and rights in the Agreement.

3. IMPLEMENTATION; PLACEMENT, APPEARANCE AND DISPLAY

- 3.1. Widget Features. Subject to Sections 6.2 and 7.5, TrendMD expects that you will have access to the Widget Features set forth on Exhibit A.
- 3.2. Implementation Guidelines; Required Link. Client shall implement the Widget pursuant to TrendMD's technical instructions, which may be revised from time to time upon notice from TrendMD. In any event, implementation of the Widget shall include at least one (1) link to Advertiser Recs per page (for purposes of clarity, Client may not use the Widget solely to provide Recirculation Recs).
- 3.3. Prohibited Actions. You may not display the Widgets in a manner that does not permit successful linking to, redirection to or delivery of the applicable Widget Content. You may not insert any intermediate page, splash page or other content between the Widgets and the applicable Widget Content. The code provided on TrendMD websites for embedding widgets provides such links and must be used in its entirety and the link code may not be stripped out upon embedding.

4. UPDATES; SUPPORT; TESTING

- 4.1. Updates. TrendMD may make updates, modifications or improvements to the Widget from time to time in its sole discretion.
- 4.2. No Support Obligation. Nothing in this Agreement will be construed as an obligation for TrendMD to install, maintain or support the Widgets or to provide you with upgrades, updates or plug-ins to the Widgets.

5. PRIVACY

- 5.1. TrendMD and Client shall each comply with all applicable laws related to the data privacy and protection, and all applicable laws related to digital advertising.

6. REGISTRATION; REPORTING

- 6.1. Client is not required to register on the TrendMD website to use the Widget. If Client registers, it will have access to the TrendMD dashboard, which allows Client to control certain settings for the Widget, including the Recommendation functionality. Access to TrendMD dashboard shall be solely at the discretion of TrendMD and may be discontinued by TrendMD at any time.
- 6.2. If Client registers, it will have access to certain online reports to be provided to Client in TrendMD's sole discretion. It is anticipated that such online reports will include a standard readership report (including clicks breakdown at a website level) and a top-referring publishers report (including information on the websites or organizations from which traffic was referred, and including where available the website or organization name and total clicks or impressions); but any such reports may be changed or discontinued by TrendMD at any time.

7. TERM AND TERMINATION; SUSPENSION

- 7.1. This Agreement shall begin on the Effective Date and shall continue in force for an initial term of three months. Thereafter, this Agreement shall automatically renew for additional one-year periods unless either party notifies the other in writing of its intent not to renew at least ten days prior to the end of the then-current term.
- 7.2. Either party may terminate this Agreement at any time in the event of a material breach by the other party of any provision of the Agreement that remains uncured fifteen (15) calendar days after the breaching party's receipt of written notice of the breach. Unless otherwise provided for on an applicable Client Enrollment Form, either party may terminate this Agreement at any time and for any reason upon not less than ninety days' prior written notice to the other party.
- 7.3. TrendMD may suspend or discontinue all or any aspect of the Widget, including its availability, at any time if required by exigent circumstances (such as a significant security breach, propagation of malware, other viruses to users, etc.) or other improper, unlawful, fraudulent or misleading circumstances.
- 7.4. Upon expiration or termination of the Agreement, all rights and obligations of the parties under the Agreement will cease, and Client will (i) promptly remove the Widgets from the Client Site, (ii) cease all further use, copying and distribution of the Widgets, and (iii) destroy all copies of the Widgets, including all portions and derivatives thereof.
- 7.5. Despite any of the foregoing, Sections 2.1, 2.3, 2.4, 2.7, 7.7, and 8-11 of this Agreement, and all associated definitions, will survive and continue to bind the parties in accordance with their terms.

8. LIMITED WARRANTIES; INDEMNITY

- 8.1. TrendMD warrants that the Widget as provided and made available by TrendMD and implemented by Client in accordance with the Agreement does not and will not, to TrendMD's knowledge, infringe any Intellectual Property Right of any third party.
- 8.2. Client represents and warrants that (i) it either owns and operates the Client Site(s) or has the full right and authority to grant the rights granted hereunder, (ii) the Client Content is either owned by Client or properly licensed; (iii) the Client Site(s) do not and will not contain any Content that is illegal, infringes any Intellectual Property Right or privacy right of any third party, is obscene, defamatory, libelous, or slanderous, or knowingly contains a misrepresentation of fact or factual inaccuracy.
- 8.3. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE WIDGETS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRENDMD DISCLAIMS ALL OTHER EXPRESS, AND ALL IMPLIED, WARRANTIES, INCLUDING WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TRENDMD FURTHER DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AVAILABILITY AND PERFORMANCE OF THE WIDGETS. YOU UNDERSTAND AND AGREE THAT YOU USE THE WIDGETS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO ANY COMPUTER SYSTEM OR ANY LOSS OF DATA THAT RESULTS FROM THE USE OF THE WIDGETS.
- 8.4. Each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party and its parent and affiliates, and each of its and their respective affiliates, directors, officers, shareholders, members, authorized representatives, employees and agents (collectively, the "Indemnified Party") from and against any and all claims, losses, liabilities, damages, costs, settlements and other expenses (including reasonable legal fees) (collectively, "Claims") that arise out of any third party claim occasioned by any breach or alleged breach of any of the Indemnifying Party's representations, warranties and obligations of the Agreement. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim, provided, however, that any delay in providing such notice shall not relieve the Indemnifying Party of any of its obligations except to the extent that the Indemnifying Party is actually prejudiced by such delay. The Indemnified Party shall grant the Indemnifying Party sole control of the defense, except that the Indemnified Party shall have the right to participate in the defense and settlement of the Claim with counsel of its own choosing and its own expense. The Indemnified Party shall provide the Indemnifying Party with all assistance, information and authority reasonably required for the defense of the claim. In no event shall the Indemnifying Party enter into any settlement or agree to any disposition of the indemnified claim(s), without the prior written consent of the Indemnified Party.

9. LIMITATION OF LIABILITY

- 9.1. EXCEPT IN CONNECTION WITH A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.
- 9.2. EXCEPT WITH RESPECT TO CLAIMS BASED UPON CLIENT'S BREACH OF ITS LICENSED RIGHTS HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (i) ANY SPECIAL OR PUNITIVE DAMAGES, (ii) ANY LOSS OF PROFITS, LOST BUSINESS, REVENUE OR DATA, OR (iii) THE USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, AND WHETHER OR NOT SUCH DAMAGES ARE CHARACTERIZED AS DIRECT, INDIRECT OR OTHER, EVEN IF SUCH OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.3. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL TRENDMD'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED ONE HUNDRED DOLLARS (\$100.00).

10. EXPORT CONTROLS

- 10.1. Client will comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States, Canadian or foreign agency or authority, and shall not export, or allow the export or re-export of the Widget in violation of any such restrictions, laws or regulations.

11. MISCELLANEOUS

- 11.1. The Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Delaware.
- 11.2. The parties are independent contractors, and nothing in the Agreement will be construed to create a partnership, joint venture, agency or other relationship between the parties. Client will have no authority to enter into any agreement on TrendMD's behalf or in TrendMD's name or otherwise bind TrendMD to any agreement or obligation.
- 11.3. No failure or forbearance by a party to enforce any of its rights under the Agreement will be deemed a waiver of such rights or obligations, and no waiver by either party of any default or breach of the Agreement will constitute a waiver of any other or subsequent default or breach.
- 11.4. The Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning such subject matter.
- 11.5. This Agreement may be amended, modified or superseded, only by a written instrument signed by both parties.
- 11.6. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 11.7. If any provision of the Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, failing which, it shall be severed from the Agreement and the balance of the Agreement shall continue in full force and effect.
- 11.8. Neither party may assign the Agreement or any of its rights or obligations hereunder without the other party's prior written consent, except (i) due to operation of law, merger, reorganization, or as a result of an acquisition or change of control, and (ii) by TrendMD to its subsidiaries. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TrendMD, Inc.

Client: Netspective

Client address: 2313 Falling Creek Road, Silver Spring, MD 20904

Signature: _____

Signature: Shahid Shah

Print Name: _____

Print Name: Shahid Shah

Title: _____

Title: Principal

Date: _____

Date: 02 / 27 / 2023





EXHIBIT A
EXPECTED WIDGET FEATURES

TrendMD expects (but does not guarantee) to include in its Widget the following Widget features:

Widget Features
Up to 5 'blocked' websites
Basic email support
Widget appearance and content customization
Standard readership report — monthly
Top referring publishers/Domain-level monthly (top 25) — monthly

Title	TrendMD<>Medigy Widget agreement 2023 (Updated)
File name	TrendMD_standard_...agreement (2).pdf
Document ID	27cda2debaa7ac100f7cfe2728715c08a605d6cf
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

Document history

 SENT	02 / 27 / 2023 11:29:57 UTC	Sent for signature to Shahid Shah (shahid.shah@netspective.com) and Tash Brown (tashauna.brown@trendmd.com) from operations@trendmd.com IP: 46.10.251.196
 VIEWED	02 / 27 / 2023 12:12:55 UTC	Viewed by Shahid Shah (shahid.shah@netspective.com) IP: 74.96.97.53
 SIGNED	02 / 27 / 2023 12:14:06 UTC	Signed by Shahid Shah (shahid.shah@netspective.com) IP: 74.96.97.53
 INCOMPLETE	02 / 27 / 2023 12:14:06 UTC	This document has not been fully executed by all signers.