

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “*Agreement*”) is between We Connect The Dots, Inc. (WCTD), and (the "Sponsor"). This agreement is effective on [insert month, day, and year] (the “*Effective Date*”)

ADDRESSES AND CONTACT INFORMATION:

We Connect The Dots	Sponsor
Attention: We Connect The Dots	Attention:
Address: 55 Gerard Street Unit 175, Huntington, NY 11743	Address:
Phone Number: (631) 486-7475	Phone Number:
Fax Number: 631-293-8165	Fax Number:
E-mail: laurie@we-connect-the-dots.org	E-mail:

AGREED AND ACCEPTED:

We Connect The Dots	Sponsor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

SECTION 1 Sponsorship Details

Exhibit A details the program date(s), location and fee (“*Sponsorship Fee*”) Sponsor will pay We Connect The Dots. WCTD will obtain all necessary licenses, permits and insurance related to its program activities and performance under this Agreement.

SECTION 2 Term and Termination

- (a) Term and Termination. This Agreement commences on the Effective Date and ends on the date listed on Exhibit A (the "Term"). Either We Connect The Dots or Sponsor may terminate this Agreement if the other materially breaches this Agreement and fails to cure the breach within 15 business days after written notice. We Connect The Dots, Inc. and "Sponsor" may terminate this Agreement within 30 days written notice to the other party.
- (b) Cancellation and Refund. We Connect The Dots will refund the Sponsorship Fee if We Connect The Dots cancels the Program for any reason beyond We Connect The Dots's control or if Sponsor is unable to participate in the Program for any reason beyond Sponsor's control.
- (c) Survival of Obligations. Section 3 (Confidentiality/Personally Identifiable Information), Section 4 (Representations and Warranties), Section 5 (Indemnification), Section 6 (Limitation of Liability), Section 8 (Insurance), Section 9 (Compliance with Anti-corruption Laws), Section 10 (Taxes) and Section 11 (Miscellaneous) will survive expiration or earlier termination of this Agreement.

SECTION 3 Confidentiality/Personally Identifiable Information

- (a) Existing NDA. Any confidential information shared under this Agreement is subject to the Nondisclosure Agreement ("NDA") between the parties. If there is no NDA, each party agrees it will not disclose non-public information of the other to third parties. The terms and conditions of this Agreement are confidential information.
- (b) Personally Identifiable Information. "Personal Information" or "PII" means any information that can identify, contact or locate a person such as person's name, address, phone number, or email address. We Connect The Dots and Sponsor will comply with applicable laws, rules and regulations related to collection of PII and shall protect PII from unauthorized use, access or disclosure. We connect The Dots and Sponsor will each publish a readily accessible privacy policy. If either Sponsor or We Connect The Dots intend to share attendee/visitor PII with one another, each will provide appropriate notice to and obtain consent from attendees/visitors.

SECTION 4 Representations and Warranties

We Connect The Dots and Sponsor each represent and warrant that:

- (a) It has the full right and power to enter into and perform under this Agreement;
- (b) It has the full right to grant each of the rights granted to the other; and
- (c) It and its representatives will comply with all applicable laws, rules and regulations.

SECTION 5 Indemnification

- (a) Each party will indemnify and hold the other harmless from and against all third party claims, costs and expenses (including reasonable attorney's fees) for:
 - (1) Bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property arising out of the indemnifying party's negligence or willful misconduct;

- (2) Breach of the indemnifying party's representations and warranties;
 - (3) Misuse by the indemnifying party of the indemnified party's logos in a manner not authorized by the indemnified party; or
 - (4) Infringement or violation of any third party's rights.
- (b) Neither party will have liability to the extent that the claim results from the negligent or willful acts of the other party or if the party is complying with the express instructions of the other party.
 - (c) The indemnified party will (a) provide the indemnifying party prompt written notice of the claim;
 - (b) turn over sole control over defense of the claim to the indemnifying party; and (c) provide reasonable assistance to the indemnifying party. The indemnified party may retain counsel and participate in defense of the claim, at its expense, and the indemnifying party shall cooperate with such participation. The indemnifying party may not settle or publicize any claim without the indemnified party's consent. Which consent will not be unreasonably withheld, conditioned or delayed.

SECTION 6 Limitation of Liability

EXCEPT FOR AMOUNTS OWED PURSUANT TO INDEMNIFICATION OBLIGATIONS IN SECTION 5 OR A BREACH OF CONFIDENTIALITY OR PII OBLIGATIONS IN SECTION 3, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT, ITS PERFORMANCE, OR THE PROGRAM.

SECTION 7 Trademark

- (a) Sponsor grants We Connect The Dots a nonexclusive, nontransferable, royalty-free, limited, personal license during the Term to use Sponsor's logos and trademarks listed on Exhibit B (the "Sponsor's Logos") solely (a) in connection with Sponsor's sponsorship of the Program, and (b) in accordance with the specifications detailed in Exhibit B or other instructions Sponsor provides to We Connect The Dots. We Connect The Dots will provide copies of its Program materials and collateral that include Sponsor's Logos for Sponsor's review before publication. We Connect The Dots's use of the Sponsor's Logos is for Sponsor's sole benefit.
- (b) We Connect The Dots grants to Sponsor a nonexclusive, nontransferable, royalty-free, limited, personal license during the Term to use the We Connect The Dots's logos and trademarks affiliated with the Program (the "We Connect The Dots Logos") solely (a) in connection with promotion of the Program, and (b) in accordance with any guidelines We Connect The Dots provides to Sponsor. Sponsor's use of the We Connect The Dots's Logos is for We Connect The Dots's sole benefit.
- (c) Each party reserves all rights not expressly granted.

SECTION 8 Insurance

Each party will maintain insurance coverage (or a program of self-insurance) sufficient to meet obligations created by this Agreement and by law. Each party is responsible for its insurance deductibles, premiums and costs. Upon request, each party will provide the other with proof of

the insurance.

SECTION 9 Taxes

The parties are not liable for any of the taxes of the other party that the other party is obligated to pay and which arise in connection with this Agreement and all such taxes shall be the responsibility of the party who is obligated by operation of law to pay such tax. Each party shall pay to the other party any sales or value added taxes that are owed as a result of entering into this Agreement and which are required to be collected under applicable law. A party may provide to the other party a valid exemption certificate in which case that other party shall not collect the taxes covered by such certificate.

If any taxes are required to be withheld on the payments, the paying party will deduct such taxes from the amount owed and pay them to the appropriate authority. The paying party will secure and deliver to the other party an official receipt and other documents reasonably requested by the other party in order to claim a foreign tax credit or refund. The parties will use reasonable efforts to minimize any taxes to the extent possible under applicable law.

SECTION 10 Miscellaneous.

(a) Sponsor will comply with reasonable and customary rules and regulations that We Connect The Dots delivers Sponsor, prior to execution of this Agreement. (b) Both parties must approve any press release that either party wishes to publish. (c) Neither party will be liable for failure to perform any obligation under this Agreement due to an act of God, natural disaster, war, civil disturbance, pandemic, and action by governmental entity, strike or any other causes beyond the party's reasonable control. (d) Neither party may assign this Agreement without the other's prior written consent. (e) If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. (f) Notices may be either electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective company. (g) This Agreement (including any exhibits) is the entire Agreement between the parties regarding its subject matter.

Sponsor Levels
Exhibit A

Sponsor Level	Sponsorship Fee	Sponsorship Benefits
Bronze	\$500	Recognized on our website and via social media for supporting underrepresented student populations to learn to code.
Silver	\$1,500	Recognized on our website, via social media, and within email campaigns for supporting underrepresented student populations to learn to code.
Gold	\$2,500	Recognized on our website, via social media, within email campaigns, and within online training sessions through the program for supporting underrepresented student populations to learn to code.
Platinum	\$5,000	Recognized on our website, via social media, within email campaigns, within program online team building sessions for supporting underrepresented student populations to learn to code.
Emerald	\$7,500	Recognized on our website, via social media, within email campaigns, and within online Team Building sessions and on participant t-shirts throughout the program for supporting underrepresented student populations to learn to code.
Diamond	\$10,000	Recognized on our website, via social media, within email campaigns, within online training sessions, within Team Building Sessions, on participant t-shirts, within the online class room content areas, and within the program video summary throughout the program for supporting underrepresented student populations to learn to code.
Fee and Payment Instructions		
Send Payment to: 55 Gerard Street Unit 175, Huntington, NY 11743		Sponsorship Fee:
Payment Due Date: Due upon Sponsorship Agreement Signing		
Other Program Terms and Conditions:		

Sponsorship Information

Sponsorship Description: Student Community Sponsorship Level

This sponsorship option would provide (“Sponsor”) with branding focused on the student community population. A list of the full details of branding including print, social media, video, program delivery branding, and email branding is outlined below.

Program Organizer Obligations and Sponsorship Benefits:

As an organization we support programs that engage hundreds of students and educators throughout the year. Additionally our programs engage volunteers both in person and online with average of 20-50 volunteers per program, including educators, industry partners, Government officials, and Community members at each program.

Brand Visibility		
<p>Our goal is to ensure our sponsors gain clear value from investing in our mission. We provide varying levels of Brand Visibility based on sponsor levels. Based on the sponsor level we provide our Corporate sponsors with logo on program collateral. This includes t-shirts, event graphics, signage, newsletters, print, social media posts, press releases, verbal acknowledgement, flyers, landing pages and email campaigns. What follows is a breakdown of benefits based on sponsor level.</p> <p>Creative Approval: Corporate sponsors approve any collateral featuring their logo. We know your brand is your most important asset, we ensure it is being properly represented. Sponsors sign off on any and all creative efforts featuring their logo.</p>		
<p>Social media outreach and email campaigns with sponsor branding sponsor logo</p> <ul style="list-style-type: none"> • Weekly FaceBook campaigns to students groups and WCTD Community • Weekly Instagram Posts • Targeted towards students • Weekly LinkedIn posts • - Targeted toward Educators, Families, and WCTD Community • Social media outreach efforts include Sponsor direct focus and tagged posts 	<ul style="list-style-type: none"> • 1 Time per week Email Campaigns to 3,000 plus audience of students, families, and WCTD Community regionally across NYS, nationally, and globally. 	<p>Sponsor brand on website and marketing materials for program</p> <ul style="list-style-type: none"> • Sponsor brand on website and co-branded materials for program specific content.

Printed Materials and Signage:	
<ul style="list-style-type: none"> • T-Shirts based on each program • Signage at program events, where applicable • (Signage on virtual branding events), event graphic • Printed and virtual flyers, where applicable • Event swag bag branding, where applicable 	
Verbal Acknowledgement	
<ul style="list-style-type: none"> • Thank you to our sponsors at event open • Thank you to our sponsors at event finale/student competition • Thank you to our sponsors in any press interviews 	
<h2 style="text-align: center;">Recognition</h2>	
<ul style="list-style-type: none"> • Press Releases for student community focused programs– posted on website, media outlets, including Microsoft media outreach • Public Acknowledgement focused on student community including in speeches, board meetings and interviews with the press. Invitations to student community focused programs including Microsoft and Industry partner programs, private tours of industry facilities, including photos for press announcements, where applicable. • Invitation to student community focused events/programs including judging of competitions, and graduation ceremonies both virtual and in person. 	
Video's with sponsor branding	
<p>1 Program highlight videos</p> <ul style="list-style-type: none"> • Posted on website • Youtube video placement • Social media postings across all platforms 	<p>1 Interview videos from scholarship candidates</p> <ul style="list-style-type: none"> • Posted on website • Youtube video placement • Social media postings across all platforms
<h2 style="text-align: center;">Measuring Success</h2>	
Published Metrics – During and Post Program Delivery	
Measuring return on investments is key to our long-term success. As a research focused	<ul style="list-style-type: none"> • Google Analytics reporting for sponsor-specific website traffic

organization, we value metrics for our own program development benefits as well as demonstrating impact to our sponsors.

We evaluate the amount of exposure our sponsors receive throughout each of our campaigns and program delivery. Here is a comprehensive list of how we measure success including the number of impressions sponsors gain as a result of our campaign efforts.

- Utilizing Hootsuite we provide full analytics of each social media campaign platform outreach with regular reporting provided to sponsors.
- Full dashboard reporting of participant demographics
- Full dashboard of research impact resulting from participation.

Exhibit B



We Connect The Dots/Program Sponsor
Logo Use Specifications

We Connect The Dots may use the following Sponsor logos and trademarks associated with the Program.

Sponsor will provide all necessary logos in an EPS format with guidelines for branding usage.