

April 9, 2019

PROGRAM SUPPORTER AGREEMENT

This Agreement (“Agreement”) sets out the basic understanding between David Clark Cause, Inc. (“DCC”), a Delaware corporation, and _____, a _____ (“Program Supporter”) regarding Program Supporter’s participation as a Program Supporter in the “Call for Code” brand (the “Project”)

- A. WHEREAS DCC has created the “Call for Code” brand project (the “Project”) with IBM as the “Founding Partner.” The Project is a global technology initiative that will elevate the human condition by empowering developers to solve grand challenges, while at the same time raising the visibility and demonstrating the impact that developers have on the world. The theme for 2019 is Natural disaster preparedness and relief with a focus on the health and well-being of individuals and communities (the “2019 Project”).
- B. WHEREAS, The 2019 Project will be comprised of a 7-month Global Challenge which will culminate in an Global Prize Announcement (“Award Announcement”) where the Call for Code Global Prize (“Award”) is given to the winner; and (ii) a global social-media campaign that promotes Natural Disaster preparedness and relief in the areas of individual and community health and well-being, which will also raise awareness and donations for charities approved by DCC and IBM.
- C. WHEREAS, Program Supporter desires to be a “Program Supporter” of the 2019 Project, and, in consideration for the in kind support detailed in Paragraph 2. to be identified with the Project and receive the Benefits provided for in this Agreement.

NOW THEREFORE, for good and valuable consideration received, the parties hereby agree as follows:

- 1) TERM OF CONTRACT. The term of this contract shall commence on the date of signing and continue until December 31, 2019.
- 2) PROGRAM SUPPORTER OBLIGATIONS
In consideration of the Rights and Benefits granted to Program Supporter and the obligations to be performed by DCC under this Agreement, Program Supporter will provide the following actions in support of the Global Call for Code (Project)
 - a) Allow use of the organization logo for use on callforcode.org, in social media, and marketing materials talking about the Call for Code Global Initiative and/or Call for Code Global Challenge.
 - b) Promote Call for Code, as appropriate through owned social channels and content distribution.
 - c) Sign up to host a Call for Code day using the Digital “Push for Change Kit”, or promote throughout organization using the Digital “Commit to Change Kit” available on callforcode.org.
- 1. GRANT OF RIGHTS.
 - a. Program Supporter grants DCC the right to use their trademarks, logos, trade name and service mark (“Program Supporter IP”), including a non-exclusive, non-transferable, royalty free license to use the foregoing solely in connection

with the Project and in connection with the promotion of the Project during the Term.

- b. After the Term, DCC shall have the right to use Program Supporter IP in connection with the 2019 Project and for historical and archival purposes.
- c. Program Supporter shall retain all rights, title and interest in Program Supporter's name and its related marks and logos. DCC shall retain all rights in its name, trademarks, and logos, including, without limitation, the mark "Call for Code," the Call for Code logo and any other marks used in connection with the Project ("DCC IP"). This Agreement shall not be construed to give either party the right to use the marks of the other party, or any titles in connection with the Project after expiration of the Term hereof, except as otherwise provided herein.
- d. Program Supporter has the right to identify itself as a Program Supporter of the Project in connection with its own marketing and advertisement, subject to DCC's prior approval. Program Supporter shall have the right to use the Call for Code name and Program Supporter badge in its marketing and advertisement materials during the Term, subject to DCC's approval.
- e. Program Supporter shall refer to its affiliation to the Project in all advertising materials by the Event Name, as "2019 Call for Code Program Supporter."
- f. Program Supporter's employees may participate in the Project and Developer Challenges. Any intellectual property rights in any materials created by Employees as part of the Project or associated Developer Challenges will be owned by the Employee, and not the Program Supporter, in accordance with the Participation Rules of the Project.

2. BENEFITS

- a. Program Supporter
 - i. Program Supporter shall be designated as a non-exclusive "Program Supporter" for the Project. Nothing herein shall preclude DCC from securing other Program Supporters.
 - ii. Program Supporter shall be identified as a Program Supporter in connection with marketing and advertisement of the 2019 as more specifically provided herein below.
- b. Digital and Social Media Benefits
 - i. Program Supporter to be displayed as a Program Supporter on Call for Code website.
 - ii. DCC will acknowledge Program Supporter from @CallforCode twitter handle.
 - iii. Program Supporter will receive access to a digital kit to activate developers and run a Call for Code Day.

3. Advertising and Promotional Material

- a. In respect of any advertising materials produced by DCC or IBM utilizing Program Supporter IP, DCC must obtain Program Supporter approval before the advertising materials are authorized for publication or distribution. Such approval will not be unreasonably withheld or delayed. Program Supporter shall provide approval or disapproval within three (3) business days of written notice.

In the event Program Supporter does not provide a response, the material and/or use of Program Supporter's IP shall be deemed approved.

- b. In respect of any advertising materials produced by Program Supporter containing any identification of the Project or the use of DCC IP, Program Supporter must obtain DCC approval before the advertising materials are authorized for manufacture or publication. Such approval may be granted or withheld in DCC's sole and absolute discretion.

4. Indemnity

- a. Program Supporter will save and hold harmless DCC, IBM and its officers, agents, employees, successors, licensees, directors, shareholders, attorneys, assigns and other representatives from (ii) the intentional or negligent acts or omissions of Program Supporter, its officers, employees, agents, or contractors while engaged in any activity or in preparation for engaging in any activity authorized by this Agreement; (iii) a breach or default by Program Supporter of the representations, warranties or other obligations contained herein; and/or (iv) any advertisement prepared by the Program Supporter, including without limitation, any claims or liabilities for libel, slander, illegal or unfair competition or trade practices; infringement of trademarks, trade names or logos of third parties or DCC or IBM, other than as authorized in this Agreement; violations of rights of privacy, publicity, infringements of copyrights or music performance rights and/or other proprietary rights; or advertisements which are otherwise contrary to law.
- b. The Provisions of this Section shall survive any cancellation or termination of this Agreement.

5. Termination.

- a. Each party may terminate this Agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party materially defaults in the performance of this Agreement, which default is not cured to the satisfaction of the non-defaulting party within thirty (30) days following written notice of such default to the defaulting party or, to the extent not curable within such thirty (30) day time period, attempted to be cured with such thirty (30) day period and thereafter pursued diligently until cured to the satisfaction of the non-defaulting party within a reasonable time period; or (ii) any of the representations or warranties made by the other party in this Agreement shall prove to be untrue or inaccurate in any material respect; and
- b. Termination of this Agreement for any reason provided in this Agreement shall not relieve either party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination.

6. Miscellaneous.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the subject matter and shall supersede any and all other agreements, oral or written, between the parties. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of each party.
- b. Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of

this Agreement and the application of such provision to other persons or circumstances shall not be affected.

- c. Assignment and Waiver. This Agreement, including the rights under it, may not be assigned or transferred. Failure of either party to enforce any provision herein shall not be constructed as a general relinquishment or waiver as to that or any other provision.
- d. Compliance with Laws. In performing its obligations under this Agreement, each party will comply with all statutes, orders, by-laws, regulations or other laws of any governmental agency.
- e. Relationship of Parties. Nothing in this Agreement will be construed to place the parties in the relationship of partners, joint ventures, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever.
- f. Governing Law and Jurisdiction. The validity, interpretation, performance, and enforcement of this Agreement will be governed by the laws of the State of Colorado. Each party submits to the exclusive jurisdiction of the state and federal courts in Boulder County, Colorado.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth on the first page of this Agreement.

David Clark Cause, Inc.

By: _____

Date: _____

David Clark
CEO

Program Supporter

By: _____

Date: _____

Program Supporter