



November 17, 2022

Casey McClintock
President
Makersmiths Inc.
106 Royal Street, SW
Leesburg, Virginia 20175

Grant Reference #: TF2211-111055

Dear Casey McClintock,

I am happy to inform you that Tides Foundation, on the recommendation of Google Data Centers Grants Fund, has decided to give your organization a grant in the amount of \$20,000.00. This grant is for your organization's Makersmiths STEM/KidWind Engineering Initiatives. On behalf of the Tides community, I would like to thank you for your important work in this field.

Your payment schedule is reflected in the table below:

Payment Number	Scheduled Payment Date	Payment Amount	Payment Method	Payment Delivery
1 of 1	November 17, 2022	\$20,000.00	ACH	ACH Payments should arrive in your bank account within 5-7 business days from the scheduled payment date.

By accepting payment, you agree to all the terms and conditions set forth in this letter.

The conditions of this grant (the "Grant Funds") are as follows:

Your organization agrees to submit to Tides reports following the report schedule below:

Report Due Date	Report Type
By November 17, 2023	Narrative and Financial Report

In your report, please describe the use of the funds and activities undertaken as a result of this grant by addressing the following:

- Impact and assessment
- Challenges
- Evaluation and lessons learned
- Funding and finances

To submit all reports, please visit <https://tides.tfaforms.net/4675580&GID=TF2211111055>, and follow the instructions on the website.

Any portion of the Grant Funds not used for the stated purpose must be repaid to Tides by your organization. Any change of purpose must be requested and approved by Tides in advance, in writing.

All expenditures made for the purposes of the grant shall appear in your organization's financial records, and such records will be made available to Tides Foundation at reasonable times upon request.

Your organization agrees to notify Tides immediately, in writing, of any change in its tax-exempt status, its executive staff or key staff responsible for achieving the purpose of the Grant Funds, or any other change in its program that would affect its ability to achieve the purpose of the Grant Funds.

Your organization certifies its receipt of the Grant Funds will not negatively impact Google's current or future ability to do business with your organization.

Your organization will not use any portion of the Grant Funds to (i) purchase any products or services manufactured by Google (including its subsidiaries or affiliates), (ii) purchase any items from the Google Store (<https://store.google.com>), or (iii) make any grant or loan, pay compensation, reimburse expenses, or make any other similar payment to Google, any investment or other advisor of Google, or any related parties of Google or such investment or other advisor. Your organization acknowledges and understands that it is not expected to make any business or other decisions favorable to Google as a result of receiving the Grant Funds.

Your organization must not use any of the grant funds to promote or engage in violence, terrorism or the destruction of property or to provide support or make payments to any person or entity that promotes or engages in such activities.

Your organization will not use any portion of this grant to make sub-grants or sub-contracts to individuals on a non-objective basis, or for any non-charitable or non-educational purpose. The Grant Funds do not represent the payment of a pledge or other financial obligation. No goods or services should be provided in return for the Grant Funds.

Your organization will not any portion of the Grant Funds to engage in any political or lobbying activity, including carrying on propaganda or attempting to influence specific legislation either by direct or grassroots lobbying. For the sake of clarity, this clause does not prohibit your organization from engaging in legally permissible political or lobbying activities, provided your organization does not use the Grant Funds for such activities.

Your organization has not violated and will not violate any federal or state laws applicable to campaign finance, prohibited political activity, or lobbying limitations or reporting rules, and will indemnify, defend and hold Tides Foundation harmless from all costs or damages incurred by Tides arising out of your organization's activities, to the fullest extent permitted by law.

Your organization agrees that if Grant Funds are used to create intellectual property, your organization will place (a) any such code or such other inventions under the Apache 2.0 license (<https://opensource.org/licenses/Apache-2.0>), and (b) any other such intellectual property (e.g. creative works that are not code, or patentable) under the CC-BY 4.0 International license

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(<https://creativecommons.org/licenses/by/4.0/>) within three (3) months from the date of creation. Such intellectual property will be made freely available and searchable by major internet search engines. For any intellectual property rights (including patent and trade secret rights) not licensed by your organization under one of the above licenses, your organization will place such intellectual property in the public domain. Your organization will not file any patent applications in connection with any intellectual property created with the Grant Funds. With respect to any data created with Grant Funds, such data will be made freely available and searchable by major internet search engines subject to any applicable data privacy laws.

To the extent applicable, the work your organization undertakes with grant funds will comply with Google's Artificial Intelligence Principles set forth at <https://ai.google/principles/>.

Your organization agrees that the Grant Funds will be designated for service programs open to all persons regardless of religion, and will not be used for religious instruction.

Your organization certifies that it does not discriminate against any person or group of people in either hiring or employment practices or in the administration of programs and services, including on the basis of sexual orientation or gender identity.

Your organization agrees to comply with all applicable export laws and trade sanctions programs. Your organization agrees to comply with all applicable laws, including all anti-bribery or anti-corruption laws. Your organization and officers, directors, employees, or agents have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any money, gift or anything of value to any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to your organization. Your organization certifies that the use of the Grant Funds will comply with all applicable government ethics laws, including gift limits. Your organization certifies that it will not use the Grant Funds to honor any government officials.

Your organization certifies that it is legally authorized to receive this grant under its own policies, as well as any other applicable laws and regulations. Your organization certifies that the person accepting payment has the authority and has obtained all necessary approvals to accept the Grant Funds, including to make the certifications and to comply with the covenants and restrictions included in this letter.

If the Donor or Fund Advisor is known to you, your organization agrees that it shall not use any portion of this grant to make any grant or loan, pay compensation, reimburse expenses, or make any other similar payment to: (i) any Donor to this Fund, (ii) any Fund Advisor to this Fund, (iii) any Relative of a Donor or Fund Advisor to this Fund, or (iv) any Controlled Entity.

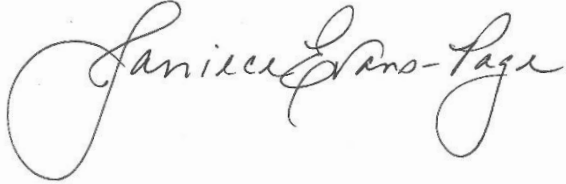
This grant was made possible through funding from Google Data Centers Grants. Please feel free to acknowledge their role in connection with any public announcement of the support.

Should you have questions regarding your grants, please email your inquiry to grants@tides.org. You may also review our Frequently Asked Questions at www.tides.org/grantee-faq. Please include your grant number on all correspondence. In the interest of conservation, we request that you do not add Tides to your general mailing list.

TIDES FOUNDATION

Tides envisions a world of shared prosperity and social justice founded on equality and human rights, sustainable environment, quality education, and healthy individuals and communities. Since 1976, Tides has partnered with innovative organizations to accelerate the pace of social change and solve society's toughest problems. We are proud to include your organization in that history.

Sincerely,

A handwritten signature in black ink that reads "Janiece Evans-Page". The signature is written in a cursive style with a large, looping initial "J".

Janiece Evans-Page
Chief Executive Officer