

# Second Amended and Restated TIP General Participation Agreement (“Agreement”)

Effective Date:

Participation in the Project as a General Participant is open to any entity supportive of Project’s purpose and which meets all other criteria as stated in the Bylaws and any other criteria approved by the Project’s Board of Directors including, but not limited to, execution of this Agreement. By the signature of its authorized representative below (“**Authorized Representative**”), Applicant, including its Affiliates (as defined in the Bylaws), agrees to be bound by the terms hereof, as well as the terms and conditions stated in the Certificate of Incorporation, Bylaws, and Intellectual Property Rights Policy, and any guidelines, policies, licenses, or procedures in effect from time-to-time, including any rules or directives, and any amendments to the foregoing duly adopted by the Board of Directors (“**Organizational Documents**”) of the Telecom Infra Project, Inc. (the “**Project**”) as may apply to the Participant classification elected on Schedule 1. No Organizational Document amended or adopted following the date on which this application has been accepted by the Project (“**Acceptance Date**”) shall be binding on a Participant unless such amended or newly adopted Organizational Document has been published on the Project website and provided to Applicant’s Authorized Representative in writing, in both cases, at least forty five (45) days prior to the date the Organizational Document or amendment, as applicable, becomes effective (“**Review Period**”).

Applicant is encouraged to review these Organizational Documents prior to the execution of this Agreement or any renewal of the Agreement. Applicant may terminate its membership in the Project upon fifteen (15) days written notice prior to the end of the Review Period in accordance with Section 12.8(2) of the Bylaws to avoid being bound by any new Organizational Document or amendment adopted by the Board of Directors even if the new Organizational Document or amendment becomes effective within the 15-day notice period.

For the avoidance of doubt, Applicant need not terminate its membership to avoid being bound by an Organizational Document governing a specific activity or Project Group but may simply elect not to participate in such activity or Project Group.

It is the Applicant's responsibility to keep the Project updated as to the correct contact information for its Authorized Representative and other individuals Applicant may designate for specific roles listed on Schedule 2 hereof. The Project will only distribute new Organizational Documents and amendments to Applicant's Authorized Representative at the Authorized Representative's address of record as supplied in writing by Applicant to the Project. By signing below, the individual executing this Agreement on behalf of Applicant warrants that he or she has all requisite signing authority for and on behalf of the entity seeking entry.

No Participation Agreement is binding on the Project unless countersigned by an authorized representative of the Project. The Acceptance Date shall be the date of such countersignature. The term of participation shall be on a year-to-year basis, expiring on the calendar anniversary of the Acceptance Date ("**Renewal Date**"). Schedule 1 sets forth the classifications for General Participants including the current benefits and annual dues ("**Annual Dues**") for each classification. Applicant must select a classification on Schedule 1 and submit such selection with its completed application. The Project shall invoice applicant in the amount of the then current Annual Dues for applicant's selected classification, if any, and applicant agrees to pay such Annual Dues within sixty (60) days of the date of the invoice. No application shall be countersigned by TIP until timely payment is received for Participant classifications that require the payment of Annual Dues. This Agreement will automatically renew for an additional term of one (1) calendar year unless the undersigned or the Project terminates the then-current Agreement in accordance with the Bylaws. The Project may, at its sole discretion, update the Participant classifications and Annual Dues, at any time, by posting such updates to the Project website as described on Schedule 1 of the Agreement. Applicant may change its selected classification upon its Renewal Date by notifying the Project at least ninety (90) days prior to its Renewal Date of its desire to make a change by resubmitting Schedule 1 to this Agreement with the new classification indicated. The Project will submit an invoice for the then current amount of Annual Dues based on the Applicant's selected Participant classification no later than sixty (60) days prior to the Renewal Date and Applicant shall pay the invoiced amount no later than its Renewal Date.

The Project will publish any amendments to this Agreement approved by the Board of Directors on the Project website and will distribute such amendments to Participants as described above in writing. The Project may terminate this

Agreement for breach of this Agreement upon thirty (30) days written notice to the breaching Participant unless the breaching Participant cures the breach within the 30-day period or if the breach cannot be cured within the 30-day period takes all material steps to cure the breach within such 30-day period.

The undersigned agrees that, once accepted, the applicable Annual Dues are incurred and nonrefundable for any reason, including termination of this Agreement.

Limitation of Liability. UNDER NO CIRCUMSTANCES WILL THE PROJECT BE LIABLE TO ANY PARTICIPANT OR ITS AFFILIATES UNDER ANY CONTRACT, General Participation Agreement STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY COMMERCIAL OR ECONOMIC LOSSES, WITHOUT LIMITATION, INCLUDING AS A RESULT OF PRODUCT LIABILITY CLAIMS, LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

If any name, logo, trademark, certification mark, or trade name, including the initial Project name and any trademark based on such name (collectively "Marks"), has been adopted by the Board of Directors prior to the date of acceptance of this Agreement or the Renewal Date, as applicable, and the Marks are listed on the Project website at <https://telecominfraproject.com/organizational-documents> and Applicant's authorized representative has been notified in writing of any newly adopted Mark added to the Project website, the Applicant agrees not to:

- (i) challenge such previously adopted Marks; and
- (ii) use or adopt any marks for any product, service, or published materials that are likely to cause confusion as determined under applicable U.S. or foreign trademark laws with any of the Marks adopted by the Project, unless agreed to in advance by the Board of Directors.

A Participant may object in writing to (i) and/or (ii) above within fifteen (15) days from acceptance of the Agreement or 15 days prior to its Renewal Date with regard to a Mark not listed on the Project website prior to the Participant's current term. Provided that Participant's objection is timely submitted and includes an explanation for the objection, the Participant shall not be obligated to (i) or (ii) with regard to the objectionable Mark.

Any claim or dispute arising under or relating to this Project Participation Agreement shall be governed by the internal substantive laws of the State of

Delaware, without regard to principles of conflict of laws and otherwise as set forth in the Bylaws.

In the event of a conflict between or among any of the Organizational Documents, the order of precedence shall be the then-current versions of each of the Certificate of Incorporation, the Bylaws, the Intellectual Property Rights Policy, this Agreement, and then any other Organizational Documents.

# ACCEPTANCE

## FOR THE APPLICANT:

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Company Name

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Company Address

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Authorized Representative Name

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Authorized Representative Title

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Authorized Representative Signature

Applicant may include contact information for 1 other individual who should be copied for purposes of receiving legal notices under the Project's Organizational Documents.

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Legal Notice Designee Name

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Legal Notice Designee Title

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Legal Notice Designee Email Address

## FOR THE PROJECT:

This Participation Agreement is accepted as of \_\_\_\_\_  
Date

\_\_\_\_\_  
Attilio Zani

Telecom Infra Project, Inc.  
A Delaware Nonprofit Corporation

## **Schedule 1 to The Second Amended and Restated General Participation Agreement**

The current Participant classifications along with their respective benefits and Annual Dues are posted on the Project website at  
<https://telecominfraproject.com/apply-for-membership/>.

Each Applicant must submit this Schedule 1 indicating its election of Participant classification with its Application. Each Participant desiring to change its Participant classification must submit this Schedule 1 to the Project no later than 60 days prior to the Participant's Renewal Date.

For Applicants elect Participant Classification: \_\_\_\_\_

For current Participants indicate:

Renewal Date: \_\_\_\_\_

Current Participant Classification: \_\_\_\_\_

New Participant Classification: \_\_\_\_\_

The election in this Schedule is hereby agreed to by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature

## **Schedule 2 to the Amended and Restated General Participation Agreement**

Each Applicant may identify an Account Administrator who will be responsible for assigning individuals to specific account roles, managing their organization's Project Group participation, inviting and administering participation by individual employees, managing the overall membership account setup, and for ensuring the contact information for the Participant's Authorized Representative(s), Legal Notice Designee(s), Account Administrator and Billing Contact are up to date.

**Mandatory:** Account Administrator:

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Account Administrator Name

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Account Administrator Title

TIP will send invoices with the Applicant's Annual Dues 60 days prior to the date on which payment is due. Applicant may specify an individual for receipt of such invoices. If no individual is specified, invoices will be submitted to Applicant's Account Administrator.

**Optional:** Billing Contact:

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Billing Contact Name

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Billing Contact Title

The information provided in this Schedule 2 is hereby agreed to by:

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Company Name

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Company Address

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Authorized Representative Name

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Authorized Representative Title

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Authorized Representative Signature