



General Participation Agreement

Amended and Restated General Participation Agreement (“Agreement”)

By the signature of its authorized representative below, 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 classifications stated in the Bylaws and published on the Project website and provided to Applicant’s authorized representative below 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. 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.

No Participation Agreement is binding on the Project unless countersigned by an authorized representative of the Project. Participation in the Project is generally open to any entity supportive of Project's purpose as stated in the Bylaws, which has executed the Participation Agreement. 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.

The term of participation shall be on a year-to-year basis, expiring on the calendar anniversary 365th date of acceptance of this application ("**Renewal Date**"). Unless the Board of Directors elects to initiate yearly dues, this Agreement including any amendments approved by the Board of Directors as set forth in Section 4.12(h) of the Bylaws, 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 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.

Should the Project initiate yearly dues for General Participants, the Project shall invoice the then-current dues or renewal fee to Participants ninety (90) days prior to the expiration of the pending term and Participant's payment thereof shall constitute a renewal of participation as a Participant. Failure to make a timely renewal payment shall be cause for suspension and termination of this Agreement and all Participant benefits.

The undersigned agrees that, once accepted, all participation fees are 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,

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.

Company Name

Contact Name (Name & Title)

Company Address

Company Address

Telephone Number (Include Country
Code)

Fax Number

Email Address

Web Page URL

Signature

Date

Name and Title

Alternate Contact Name

Phone Number

Email Address

Fax Number

Marketing Contact Name

Phone Number

Email Address

Please briefly describe the services or products sold or provided by your Company

ACCEPTANCE

This Participation Agreement is accepted as of this _____ day of _____, 201__.

Telecom Infra Project, Inc.
A Delaware Nonprofit Corporation