

TIP ECOSYSTEM ACCELERATION CENTER (TEAC) POLICY

Effective Date: XXXXXX, 2021

1. DEFINITIONS.

Capitalized terms not otherwise defined below are defined in TIP's other Organizational Documents (which may be accessed at <https://telecominfraproject.com/organizational-documents>) and which may be updated from time-to-time in accordance with each TIP Participant's General Participation Agreement (GPA).

“Acceleration Program” means the Acceleration Program described in Section 2 of this Policy.

“Affiliate” of an Entity means any other Entity directly or indirectly controlling, controlled by, or under common control with such Entity. For clarity, the TIP Participants (as defined in the TIP Bylaws) shall not be deemed Affiliates of TIP.

“Change of Control” is defined in Section 3.11(b).

“Confidential Information” is defined in Section 7.

“Contribution” with respect to a Deliverable, has the meaning set forth in the applicable Participant Obligations.

“Deliverables” means collectively or individually, as the context implies, Specifications (as defined in the TIP IPR Policy), Software (as defined in the TIP IPR Policy), Test Materials (defined in this Policy), or Documents (as defined in the TIP Document IPR Policy). Deliverables subject to this Policy are limited to those that are identified in the applicable Project Obligations.

“Effective Date” means the date indicated on the title page hereto as the effective date of this Policy.

“Entity” means any corporation, partnership, joint venture, limited liability company, governmental authority, trust, association, or other entity. The term “Entity” shall also include sole proprietors.

“Feedback” with reference to a Deliverable, is listed on the applicable TEAC Project Acknowledgement.

“Grant Approval Statement” is defined in Section 5.2.

“**Host**” means an Entity and TIP Participant (as defined in the TIP Bylaws) authorized to launch and operate a TEAC by signing a TEAC Host Authorization Form or that has previously entered into a TEAC Hosting Agreement with TIP.

“**IP Rights**” means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“**Immediate Family**” of an individual means such individual’s spouse, parent, step-parent, parent-in-law, child, step-child, child-in-law, sibling, step-sibling, sibling-in-law, or any other person who is a member of such individual’s household.

“**Investor**” means an individual or Entity that has purchased either equity securities or debt or options that are convertible into equity securities of an applicant or Program Company. An Entity that receives options or equity securities in exchange solely for providing services to an applicant or Program Company (e.g., as a consultant, advisor, director, officer, or employee) shall not be deemed an Investor for purposes of these Policies and Procedures. The terms “Invest” and “Investment” shall have correlative meanings.

“**Licensed Marks**” is defined in Section 3.3.

“**Mentor**” means an individual who is a contractor or employee of a TIP Participant (as defined in the TIP Bylaws) and who (a) provides mentoring to Program Companies in accordance with the mentoring guidelines set forth in this Policy and/or (b) teaches or facilitates one or more classes, workshops, or training sessions for Program Companies as part of the Acceleration Program.

“**Mentor Entity**” means the TIP Participant that employs an individual employer or contractor serving as a Mentor.

“**Policy**” means this TIP Ecosystem Acceleration Center Policy, as it may be amended from time to time.

“**Program Company**” means a company that is receiving mentoring through and is enrolled in the Acceleration Program.

“**Project Obligations**” has the meaning set forth in Section 8.0

“**Representative**” of an Entity means any natural person that (a) directly or indirectly controls such Entity, is (b) employed by such Entity, or (c) serves as a director, officer, or other fiduciary or agent of such Entity.

“**Selection Committee**” means the committee for a TEAC that is responsible for reviewing applications and selecting those that are invited to participate in the Acceleration Program as Program Companies.

“**TEAC**” means a TIP Ecosystem Acceleration Center.

“**TEAC Host Authorization Form**” means the form described in Section 3.2.

“**TEAC Participant**” means, with respect to a TEAC, (a) any Program Company, Mentor Entity or Host of such TEAC; (b) any officer, director, employee, independent contractor, consultant, or other representative of any of the foregoing, in each case who participates in or contributes to management or activities of such TEAC; and (c) such TEAC’s Selection Committee or any member thereof, excluding the TEAC Global Program Manager, the TIP Chief Engineer, and the TIP Executive Director or their designees.

“**TEAC Project**” means a project involving the participation of a Host or Mentor and one or more Program Companies. For clarity, such Host need not be the same Host that is hosting such Program Companies in its TEAC and such Program Companies need not be associated with the same TEAC.

“**Test Materials**” means (individually or collectively) test cases, test specifications, test architecture, equipment lists, bills of materials, reference designs which may include Specifications, equipment configurations, or reference implementations which may include Software, in each case intended to be used solely by:

(i) TIP Project Groups and their respective Contributors to aid in the development of TIP Final Specifications, Software (as the terms “Contributors,” “Final Specifications,” and “Software” are defined in the TIP IPR Policy) and other deliverables developed by the Project Group;

(ii) CL Participants utilizing a TIP CL to test or evaluate TIP Solutions (as those terms are defined in the TIP Community Lab Policy) or as otherwise necessary to carry out the objectives of a CL Project;

(iii) entities in connection with their own internal lab-based testing to the extent necessary to develop products or services that are promoted by TIP or for evaluating TIP Solutions using the Test Materials to provide Feedback (as defined in the applicable TIP Evaluation and Feedback License under which such Test Materials are licensed), and not for marketing, certification, or any commercial purpose; and

(iv) entities conducting a TIP Field Trial as defined in the TIP Field Trial Policy or agreement with TIP, as applicable.

“**TIP**” means Telecom Infra Project, Inc.

“**TIP Bylaws**” means the Bylaws of TIP available at:
<https://telecominfraproject.com/organizational-documents>, as may be amended from time-to-time.

“**TIP CL Project**” means a TEAC Project conducted as part of or to assist with an activity or CL Project covered by the TIP Community Lab Policy which may be accessed at <https://telecominfraproject.com/organizational-documents/>.

“**TIP Field Trial**” means a TEAC Project conducted as part of or to assist with a field trial where solutions or components of a solution are tested against performance requirements for a given use case and the results of such tests are contributed to TIP using the form posted at <https://telecominfraproject.atlassian.net/wiki/spaces/TMW/overview>.

“**TIP PG Project**” means a TEAC Project that generates work product that is contributed to a TIP Project Group or to the TIP Technical Committee using the form posted at <https://telecominfraproject.atlassian.net/wiki/spaces/TMW/overview>.

“**TIP Project**” means a TIP PG Project, a TIP CL Project, or a TIP Field Trial but solely to the extent that the Program Company is participating in any of the foregoing with the support of at least one Host or Mentor.

“**Trademark License**” is defined in Section 3.3.

2. ACCELERATION PROGRAM; PROGRAM COMPANY REQUIREMENTS.

2.1 Program Description. The Acceleration Program is an acceleration program run by the Host for startup and small companies involved in the development of telecommunications infrastructure technology. Program Companies will be selected from time to time during the course of the Acceleration Program, in accordance with the processes described in this Policy. The benefits Program Companies shall receive may include (but shall not be limited to), commercial and technical mentoring and advice, physical space to assist with product and technology development, and access to relevant contacts within the telecoms infrastructure industry including participation in TIP Projects.

2.2 Terms Applicable to All Program Companies. The Host will require that each Program Company, as a condition to its participation in the TEAC or TEAC-related activities: (i) is a TIP Participant (as defined in the TIP Bylaws), (ii) executes a TEAC Program Company Acknowledgment substantially in the form attached hereto as **Exhibit C** acknowledging its role as a Program Company hereunder, and (iii) agrees to the TEAC Initiation Form attached hereto as **Exhibit E**. Each Program Company acknowledges and agrees that it is solely responsible for those of its employees and contractors who access a TEAC or participate in a TEAC program, and that neither TIP nor the applicable Host shall have any responsibility for verifying whether any individual employed by a Program Company is indeed authorized by such Program Company to access the TEAC or participate in a TEAC program.

2.3 Entrance Criteria. The Selection Committee for each TEAC may develop additional criteria for selecting Program Companies, so long as such criteria are lawful, do not violate this Policy including the Antitrust Guidelines specified in Exhibit A, and are consistent with the goal of supporting innovation in the telecommunications infrastructure ecosystem and which are consistent with TIP’s mission. The Selection Committee shall provide such entrance criteria to each Program Company by specifying such criteria in the TEAC Initiation Form for such Program Company.

2.4 Exit Conditions. Program Companies must complete the program within 36 months of starting and become graduated and no longer Program Companies upon signing the Exit Form attached hereto as **Exhibit F**. Each Host shall ensure that each Exit Form is produced and signed promptly upon the Program Company graduating the TEAC. Program Companies may be terminated from the Acceleration Program by the Selection Committee after participation for greater than 36 months, or at any time in connection with a Program Company's violations of this Policy. The Selection Committee may opt to waive the 36-month requirement, and in such cases, Program Companies shall complete the Exit Form and be deemed to be graduated even after the expiration of the 36-month period. Upon exit from the Acceleration Program, a Program Company has no further obligations or rights under this Policy and neither TIP nor any Host has any further obligations to such exiting Program Company.

3. HOST RESPONSIBILITIES.

3.1 General Responsibilities. Each TEAC shall have a Host that shall manage and operate the TEAC Acceleration Program, which shall include using its commercially reasonable efforts to:

- (a) Appoint a TEAC Executive Sponsor from the Host's organization to support and advocate for the Acceleration Program among the Host's senior leadership and through the Host's organization;
- (b) Appoint a TEAC Host Lead from the Host's organization to provide day-to-day management for the Acceleration Program, and who shall be responsible for coordination among the various TEAC stakeholders to secure resources and buy-in within the Host organization for down-streaming projects towards field-trials and production, and who shall be responsible for managing a rolling program of multiple waves of Program Companies;
- (c) Provide physical space and facilities for the TEAC and Acceleration Program as reasonably required;
- (d) Manage the TEAC and its Acceleration Program;
- (e) Promote the TEAC and its Acceleration Program for the purpose of attracting a high-quality pipeline of applicants and to ensure the TEAC operates at its optimal capacity;
- (f) Report on the progress of the TEAC and its Program Companies, on a weekly basis, to the Chief Engineer of TIP or other representatives of TIP designated in writing by the Chief Engineer;
- (g) Provide each Program Company access to the Host's network technology, if appropriate to the business of such Program Company, to accelerate the development, testing, and debugging of such Program Company's products and services;
- (h) Select or recruit Mentors as determined necessary by the Host for the Acceleration Program, which Mentors shall be employees or contractors of a TIP Participant (as defined in the TIP Bylaws);
- (i) Recruit Selection Committee members;

(j) Provide administrative support to the Selection Committee (e.g., organize meetings, provide meeting space, receive and forward applications to Selection Committee); and

(k) Implement this Policy and cooperate with TIP in any investigation into suspected or confirmed violations thereof.

3.2 Authorization. Before a Host may open its TEAC, the Host must receive written authorization from TIP in the form included in **Exhibit B** to this Policy (“**TEAC Host Authorization**”) which form may be amended from time-to-time by TIP without notice. Any specific commitments or other obligations that TIP may require of the Host shall be included on the TEAC Host Authorization Form and agreed to in writing by the Host. Hosts existing on the date of the initial adoption of this Policy shall be treated as set forth in Section 10.

3.3 Mentor Entities. Upon designation of a Mentor, the Host shall ensure that the applicable Mentor Entity has entered into a TEAC Mentor Entity Acknowledgment signed by TIP, the Host, and the Mentor Entity’s Authorized Representative, substantially in the form attached hereto as **Exhibit H**, whereby such Member Entity agrees to be bound by this Policy as a Mentor Entity.

4. HOST TRADEMARK LICENSE.

4.1 License to Trademark and Service Marks. TIP hereby grants each Host a license to use TIP’s word marks and logos identified in the TIP Trademark Usage Policy (the “**Licensed Marks**”) subject to and in accordance with this Policy and the TIP Trademark Usage Policy. Each Host acknowledges and agrees that the Licensed Marks constitute TIP’s valuable intellectual property including its trademark. Subject to the Host’s continued compliance with its obligations pursuant to this Policy, TIP hereby grants the Host a nonexclusive, revocable, nontransferable, non-sublicensable, worldwide license (“**Trademark License**”) to use the Licensed Marks solely for the purposes of identifying and promoting the TEAC and the activities, events, services, and resources provided by or through the TEAC as set forth in this Policy.

4.2 Compliance Generally. Host represents, warrants, covenants, and agrees that Host will use the Licensed Marks solely as provided in this Policy and in compliance with the TIP Trademark Usage Policy, and that Host will comply with all applicable laws, rules, and regulations in connection with all products, services, websites, materials, marketing, advertising, business activities, and events that the Licensed Marks are used on, in, or in connection with, and will not knowingly violate or infringe any right of any third party in connection with any use of the Licensed Marks.

4.3 Quality Standards and Maintenance. Host acknowledges that maintaining a high level of quality for activities and services that Host provides in order to enhance TIP’s goodwill as symbolized by the Licensed Marks is the essence of this Policy. Accordingly, Host covenants, represents, and warrants that Host shall conduct the TEAC’s operations, including the marketing and provision of the Acceleration Program and the operation of its activities in compliance with all applicable laws and regulations. Additionally, Host shall not use the Licensed Marks in a manner that disparages, defames, or negatively portrays TIP, its mission, its services, or its members, or in any other manner that is misleading, libelous, obscene, offensive, infringing, or otherwise objectionable, unlawful, or in poor taste; or otherwise in any manner that may, in TIP’s judgment, diminish goodwill in the Licensed Marks.

4.4 Ownership. Host agrees and acknowledges that TIP retains all right, title and interest in and to the Licensed Marks as well as to all combinations, forms, and derivations of the Licensed Marks, and all goodwill associated therewith; and Host acknowledges and agrees that any and all goodwill derived from Host's use of the Licensed Marks shall inure to the sole benefit of TIP. Except as expressly granted in this Policy, Host shall have no rights in the Licensed Marks. If, at any time, Host acquires any rights in, or registrations or applications for, the Licensed Marks, whether by operation of law or otherwise, Host, as the case may be, immediately, and at no expense to TIP, will assign and hereby do assign all such rights, registrations, and/or applications to TIP, along with any and all associated goodwill. Host will not take any action to challenge or oppose TIP's ownership of the Licensed Marks, nor take any action inconsistent with such ownership. Host further agrees not to challenge, contest, or otherwise interfere with TIP's use, adoption, licensing, application to register, or registration of the Licensed Marks or any trademark, service mark, trade name, domain name, or other designation that is similar to the Licensed Marks in any country. Host shall not adopt, use, apply to register, or register as Host's own corporate name, trade name, trademark, domain name, product name, service mark or certification mark, or other designation any word, phrase, or design that is the same as or confusingly similar to or that dilutes the Licensed Marks in any country.

4.5 Unauthorized Third-Party Use. Host shall promptly notify TIP of any unauthorized third-party use of the Licensed Marks of which Host becomes aware. The right to enforce TIP's rights in the Licensed Marks rests entirely with TIP and shall be exercised, if at all, at TIP's discretion. Host shall not commence any action or claim to enforce TIP's rights in the Licensed Marks.

4.6 Claims by Third Parties. In the event that a third-party challenges Host's use of the Licensed Marks, Host shall promptly notify TIP in writing. TIP shall undertake and conduct the defense of such a challenge, and Host shall not enter into any discussions or settlements, or take any other action pertaining to said challenge without the express written consent of TIP. TIP or Host may immediately terminate the Trademark License in the event that a challenge to the Licensed Marks is brought against Host or TIP. Host shall cooperate fully with TIP, at TIP's expense, in the event such a challenge is brought.

4.7 Audit Rights. Host shall reasonably cooperate with TIP to facilitate periodic review of Host's use of the Licensed Marks and continuing compliance with this Policy. If TIP in its sole reasonable discretion, determines that any use of the Licensed Marks fails to conform to this Policy, such non-conformance shall constitute a breach of this Policy, and TIP may, at its discretion, terminate the Host's Host Authorization Form and the Trademark License.

4.8 Indemnification. Each Host agrees to indemnify, defend, and hold harmless TIP from and against any and all causes of action that may arise from: (a) such Host's use of the Licensed Marks in violation of the TIP Trademark Usage Policy or any applicable law, (b) the inaccuracy or violation of any of such Host's representations, warranties, undertakings, covenants, and/or conditions contained in this Policy including its Exhibits; or (c) such Host's marketing, advertising, promotion, endorsement, sale, or distribution of products or services conducted in violation of this Policy; *provided, however*, that in no case shall Host be required to indemnify TIP regarding a claim or allegation that the Licensed Marks are invalid or that they infringe or misappropriate any third party trademark rights, and provided that Host's use of the Licensed Marks are in strict accordance with this Policy and the TIP Trademark Usage Guidelines. No Host shall enter into any settlement

or make any admission or statement that is detrimental to or disparaging of the TIP or that requires any obligation, financial or otherwise, of TIP, without TIP's prior written consent.

4.9 Termination and Closure. The Trademark License will terminate:

(a) Immediately and without notice if a Host ceases to be a TIP Participant for any reason;

(b) Upon 30 days written notice by TIP if the Host undergoes a sale of all or substantially all of its assets, or any stock sale, merger, or consolidation of the Host with or into another corporation or business entity other than a stock sale, merger, or consolidation in which the holders of more than fifty percent (50%) of the shares of capital stock of the Host outstanding immediately prior to such transaction continue to hold more than fifty percent (50%) of the total voting power represented by the voting securities of the Host, or such surviving entity, outstanding immediately after such transaction (each, a "**Change of Control**"), *provided* that the Host provided TIP notice of the anticipated Change of Control at least 60 days before the consummation thereof;

(c) Immediately and without prior notice if the Host undergoes a Change of Control and does not inform TIP as required in the previous paragraph;

(d) Upon 30 days written notice from TIP that the Host has violated this Policy including any of its additional obligations listed on the TEAC Host Authorization Form, *provided* that the Host does not cure such violation within the 30-day period, *provided, further*, that TIP may terminate the Trademark License immediately upon written notice if such violation cannot by its nature be cured; and

(e) Upon 60 days written notice from TIP or the Host, *provided* that a Host may not terminate its obligations as Host while any TEAC Projects are underway in the Host's TEAC, without the express advance written permission of TIP.

4.10 Closing Procedures. Upon the effective date of termination of a Host's Trademark License under Section 4.9, the Host shall close the TEAC as follows:

(a) Cease use of the Licensed Marks;

(b) Cease operation of the TEAC including prohibiting entry of any Program Companies except for those purposes of winding down their participation in the Acceleration Program;

(c) Return or destroy all Confidential Information owned by TIP or a TEAC Participant (including all copies and backups), as requested in writing by such party, and certify in writing within 30 days of such request that the return or destruction, as applicable, has been made;

(d) Cease all promotional and recruitment activities related to the TEAC; and

(e) Provide any final progress reports to TIP as set forth in Section 3.1(f).

5. TIP RESPONSIBILITIES; GRANTS.

5.1 General Responsibilities. In relation to the Host's TEAC, TIP shall be responsible for the following:

- (a) Maximizing startup funnel by leveraging TIP and TIP Participants' brands and industry connections to attract applicants to the TEAC;
- (b) Support efforts to have Program Companies connect with potential Investors to promote investment, and facilitate opportunities for potential Investors to meet Program Companies;
- (c) Facilitate connections between Hosts and the TIP ecosystem around the world, including operators, to further the goals of the TEAC and TIP in general;
- (d) Propose technology direction and targets areas for Program Companies and Hosts to focus their efforts;
- (e) Continue to drive awareness of TIP and Program Companies through its marketing, PR and event channels; and
- (f) Co-ordinate TEAC interactions involving TIP Projects and development efforts supporting TIP's mission including the exchange of results and developments among Hosts and Program Companies from different TEACs

5.3 TIP Financial Grants to Hosts and Program Companies. TIP may, in its sole and absolute discretion, make grants from time-to-time to the Hosts to support operations of the TEACs. Awards to a Host shall be made pursuant to a Grant Approval Statement substantially in the form of **Exhibit D** (each, a "**Grant Approval Statement**"). Each grant shall be subject to the disbursement schedule, grant period, and other conditions and restrictions set forth in such Grant Approval Statement. TIP may also, in its sole and absolute discretion, make grants to Program Companies to cover travel expenses, or reimburse the travel expenses of Program Companies, in each case in connection with TIP- or TEAC-related events. In each case, a Program Company shall require prior written authorization before receiving such grant or reimbursement and shall provide TIP with records to its reasonable satisfaction documenting the travel expenses.

5.4 Authorized Use of Grant Funds. Grant funds may be used by Host only for costs and expenses related to the following: (a) marketing and promotion of the TEAC; (b) TEAC events and programs; (c) salaries, wages, and other compensation paid to employees or contractors who are devoted solely to the TEAC or whose TEAC-related services are contracted for separately from non-TEAC-related services they provide to the Host; and (d) out-of-pocket costs and expenses associated with the Acceleration Program. Each grant must be used for such activities and expenses occurring and/or incurred during the "Grant Period" set forth in the applicable Grant Approval Statement.

5.5 Recordkeeping and Audits. During its operation of a TEAC, a Host receiving a grant shall maintain complete and accurate records regarding the use of such grant. At least quarterly, the Host shall provide TIP with (a) an accounting for expenditures under the grant and progress towards the milestones indicated on the applicable Grant Approval Statement, and (b) any supporting documentation TIP reasonably requests, subject to any confidentiality restrictions and compliance with applicable laws. Additionally, TIP shall have the right upon reasonable prior notice to Host, to audit or to engage a certified public accountant to audit Host's books and records related

to use of grant funds to confirm compliance with the requirements of this Policy, *provided, however*, that this shall not permit TIP or a certified public accountant engaged by TIP access to Host's premises. Host shall cooperate with and provide all assistance, information, and access reasonably requested by TIP to facilitate any such audit, subject to any confidentiality restrictions and compliance with applicable laws. If an audit reveals that grant funds have been misused in violation of this Policy or that previously provided accountings contain any material inaccuracies, Host shall return any such misused grant funds and reimburse TIP for the costs and expenses of such audit; otherwise TIP shall bear the costs and expenses of such audit.

6. SELECTION COMMITTEE.

6.1 Establishment of the Selection Committee. Each Host shall establish a Selection Committee to select Program Companies. The Selection Committee is responsible for reviewing applications of startup candidates for the Acceleration Program and selecting those that are invited to participate. The Selection Committee may require applicants to present to them in a public or private forum (i) their business plans, (ii) their reasons for seeking enrollment in the Acceleration Program, and/or (iii) the outcomes they expect to achieve from their possible enrollment in the Acceleration Program. The Selection Committee shall have the final say on the selection of participants into the Acceleration Program as Program Companies. The Selection Committee shall also determine when Program Companies no longer meet the criteria established by the Selection Committee for eligibility for the Acceleration Program, and are therefore required to graduate from or exit from the Acceleration Program. The Selection Committee may also provide recommendations to the Host or TIP for improvements to the Acceleration Program and perform such other functions and activities as the Host may delegate to the Selection Committee from time to time.

6.2 Composition. Each Selection Committee shall consist of at least five and no more than ten members, of whom (i) TIP shall designate half and (ii) the Host shall designate half, with any remaining positions delegated by mutual agreement between TIP and the Host. Of the members designated by TIP, these shall include: (i) the TEAC Global Program Manager, (ii) the TIP Chief Engineer, and (iii) the TIP Executive Director. The preceding three members may delegate their responsibilities in writing to another person. The Host shall also be entitled to invite other TIP Participants to propose representatives for the Selection Committee but shall not be obliged to appoint such representatives.

6.3 Eligibility and Selection. The Host shall use commercially reasonable efforts to ensure that individuals involved in the selection process have necessary and relevant experience and skills related to entrepreneurship, investment, or telecommunications infrastructure technology. All Selection Committee members shall be employees or contractors of (i) TIP Participants (as defined in the TIP Bylaws) or TIP itself, that are (ii) bound by this Policy. A Selection Committee Member who is employed by TIP Participant who ceases to be a TIP Participant will immediately be removed from the Selection Committee

6.4 Guests and Observers. The Selection Committee may, in its discretion, invite guests or other non-voting observers to attend some or all of its meetings or portions thereof. Confidential Information shall not be shared with such guests or observers unless such persons have agreed in writing to comply with the confidentiality provisions of this Policy as set forth in Section 7.

6.5 Compliance with This Policy. The Selection Committee and its members shall at all times comply with this Policy, including without limitation the confidentiality, antitrust, and conflicts of interest provisions herein. All deliberations and materials generated in connection with the Selection Committee's operations shall be governed by the Confidentiality Policy.

6.6 Chairperson. The Selection Committee shall have a chairperson either selected by the Host or (if the Host so determines) elected by a majority of the Selection Committee members. The Selection Committee may also elect a Vice Chairperson who shall assume the duties of the Chairperson when the Chairperson is absent or unavailable.

6.7 Quorum. A quorum is present when a majority of all members of the Selection Committee are present.

6.8 Voting. Unless vetoed in accordance with Sections 6.9 or 6.10, or otherwise specified in this Policy, any proposed action is approved if a quorum is present and the votes in favor of the action exceed the votes against such action.

6.9 TIP Veto. The Selection Committee members designated by TIP shall collectively have a right of veto over the selection of any applicant as a Program Company, if such members:

(a) are able to demonstrate that such applicant has failed to comply with applicable laws and regulations, or has acted in an immoral, obscene, offensive, infringing, or otherwise objectionable or unconscionable manner that would or could damage the reputation of TIP; or

(b) reasonably believe that the applicant's selection as a Program Company would be contrary to the principles behind the establishment of TIP.

6.10 Host Veto. The Selection Committee members designated by the Host shall have a collective right of veto over the selection of any applicant as a Program Company only for either of the following reasons, *provided* that the Host stipulates the reason and all supporting facts relevant to its decision to invoke its veto, if such members:

(a) are able to demonstrate that such applicant has failed to comply with applicable laws and regulations, or has acted in an immoral, obscene, offensive, infringing, or otherwise objectionable or unconscionable manner that would or could damage the reputation of the Host; or

(b) reasonably believe that the applicant's selection as a Program Company would be contrary to the Host's business strategic goals or commitments, provided that such strategic goals or commitments are not inconsistent with TIP's goals and commitments.

6.11 Request for Information. Upon request, the Host shall provide each unsuccessful applicant with feedback as to areas of improvement and reasons why it was unsuccessful, *provided* that such feedback is non-confidential and that the feedback shall only be provided to such unsuccessful applicant. In no event will any information provided by one applicant be shared with another applicant.

6.12 Meetings. The Selection Committee shall meet at such times and places as it deems necessary to fulfill its responsibilities. Meetings may take place in person, by web conference, or by telephone conference. The Chairperson or any two members of the Selection Committee may call a meeting. Notice of the time and place of any meeting of the Selection Committee shall be provided by the Chairperson or such other members calling such meeting to all other members at least three (3) business days in advance of the meeting, unless all members either attend such meeting or waive such notice requirement. Notice of a meeting shall be provided by email.

6.13 Action by Written Consent. Any action required or permitted to be taken at a meeting of the members of the Selection Committee may be taken without a meeting and without prior notice upon compliance with this Section 6.13. Action by written or electronic ballot or email pursuant to this section shall be valid if the number of votes cast equals or exceeds the quorum requirements that would apply if the action were taken at a meeting. All solicitations of votes by written or electronic ballot or email shall:

- (a) Describe in reasonable detail the matter to be voted upon by the members;
- (b) Indicate the number of responses needed to meet the voting participation requirements which shall be equal to the quorum requirements for a meeting;
- (c) State the percentage of approvals necessary to pass the measure or measures, and
- (d) Specify the time by which the vote must be received in order to be counted, which time must afford the member a reasonable opportunity to respond to the Chairperson.

7. CONFIDENTIALITY POLICY.

This Section 7 sets forth the TEAC Confidentiality Policy (“Confidentiality Policy”) which pertains solely to TEAC Participants and is limited to information exchanged pursuant to this Policy and the activities covered by this Policy.

7.1 Information Deemed Confidential. “**Confidential Information**” means information about or belonging to a TEAC Participant (the “**disclosing TEAC Participant**” or “**disclosing party**”) that another TEAC Participant (a “**receiving TEAC Participant**” or “**receiving party**”) receives or learns of as a result of or in the course of its involvement in TEAC-related activities and that the receiving party knows or should reasonably know, due to the nature of the information or the circumstances under which it was received or learned, is deemed confidential, regardless of whether such information is disclosed orally, in writing, in another form or medium, or is merely observed by the receiving party, subject to the exclusions set forth in Section 7.2 below. Confidential Information includes, without limitation, non-public information about a TEAC Participant’s business, strategies, plans, finances, operations, and technology, and information about third parties (e.g., suppliers, customers, and employees) which such TEAC Participant is obligated to keep confidential.

7.2 Exclusions. Notwithstanding the foregoing, Confidential Information excludes information to the extent it is: (a) already known by the receiving party prior to disclosure without being subject to an obligation of confidentiality; (b) publicly available through no fault of the receiving party; (c) rightfully received from a third party without a duty of confidentiality; (d)

disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; or (e) independently developed by the receiving party without use or reference to the disclosing party's Confidential Information.

7.3 Restrictions on Use. Each receiving TEAC Participant agrees not to use the Confidential Information of any other TEAC Participant except as reasonably necessary for performance of its responsibilities related to TEAC activities, programs, and operations; use for any another purpose is permitted only with the disclosing TEAC Participant's prior written consent.

7.4 Nondisclosure. With respect to Confidential Information, the receiving TEAC Participant agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication, and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants must be subject to an obligation of confidentiality at least as restrictive as those contained in this Confidentiality Policy. Notwithstanding the foregoing, Confidential Information may be (a) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides, if not prevented from doing so by applicable law, reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order or (b) disclosed by the receiving party with the disclosing party's prior written approval.

7.5 Scope and Relationship to TIP Bylaws. The TIP Bylaws apply to information exchanged in the course of TIP's activities more broadly and applies only to TIP Participants. In the event certain Confidential Information is subject to and within the scope of both this Confidentiality Policy and the confidentiality provisions of the TIP Bylaws, this Confidentiality Policy and the TIP Bylaws shall, to the extent reasonable, be interpreted to be consistent with each other; to the extent such interpretation is not reasonable, the provision that is more protective of the disclosing party's Confidential Information shall govern.

7.6 Survival. A TEAC Participant's obligations under this Confidentiality Policy shall survive such TEAC Participant's resignation, withdrawal, completion, graduation, exit, or other termination of involvement in TEAC for any reason.

8. INTELLECTUAL PROPERTY RIGHTS.

TIP through its Participants, Project Groups, Technical Committee, Board of Directors, or staff may request that a Program Company participate in a TIP Project. In such cases, one or more Hosts or Mentors are expected to assist the Program Company with such TIP Project in accordance with this Policy. For this reason, both the Program Company and the applicable Hosts and Mentor Entities must acknowledge their respective roles in such TIP Project if they agree to participate by executing a TEAC Project Acknowledgement ("TEAC Project Acknowledgement"), the form of which is set forth in **Exhibit G**, and which form may be amended at any time by TIP without advance notice. All TEAC Projects must be approved in advance as indicated on the TEAC Project Acknowledgement.

This Section 8 applies solely to such TIP Projects and the Program Company, Hosts and Mentor Entities supporting such Program Company in participating in the applicable TIP Project.

In order to participate in any such TIP Project, each Program Company must sign any agreements and abide by any TIP policies and procedures that other TIP Participants are required to sign or abide by, respectively (collectively “**Project Obligations**”), as a condition of participation in such TIP Project. The applicable Hosts and Mentor Entities hereby agree that any IP Rights in their respective Feedback made to the Program Company in supporting the Program Company are sublicensed or transferred, as may be required by the Project Obligations, to the Program Company solely and exclusively for use in the TIP Project such that the Program Company has sufficient rights in the such Host or Mentor Entity IP Rights to convey such IP Rights along with the Program Company’s IP Rights in any Contributions such Program Company makes to the TIP Project in accordance with the Project Obligations.

Each Host and Mentor Entity hereby covenants and agrees that it will not assert any IP Rights against a Program Company in any Feedback it shares with such Program Company.

Solely to the extent that the Project Obligations do not specify license or transfer terms for IP Rights associated with a particular type of Deliverable or Contribution to such type of Deliverable to be developed under the TIP Project, the following sections shall apply to the Contributions including any Host or Mentor Feedback. To the extent that there is any conflict between this Policy and the Project Obligations, the Project Obligations shall control.

8.1 License for Performance of Work in a TIP Project. Each TEAC Participant hereby grants each other TEAC Participant, a worldwide, perpetual, irrevocable, fully-paid up, royalty-free, non-sublicensable, non-transferable license under its IP Rights for the sole purpose of (i) performing any Services identified in the applicable TEAC Project or relevant Project Obligations, and (ii) developing any Deliverables, in both cases solely as specified in the applicable TEAC Project Acknowledgement and relevant Project Obligations.

8.2 Limited Evaluation License. Each TEAC Participant hereby grants TIP a worldwide, perpetual, irrevocable, fully-paid up, royalty-free, sublicensable, transferable license under its IP Rights in its Contributions, solely as incorporated into any Test Materials (“**Test Materials Contributions**”) for the sole purpose of TIP making such Test Materials available to other parties under the TIP Evaluation and Feedback License (“**E&F License**”), substantially in the form set forth in **Exhibit I**. The E&F License shall not grant any party the right to use the Test Materials for any commercial purpose. In some situations, Test Materials may be shared with one or more TIP Project Groups in accordance with the applicable TEAC Project Acknowledgement or relevant Project Obligation. Each Host and CL Participant further grant TIP the right to sublicense their Test Materials Contributions to such TIP Project Groups solely for the purpose of revising the Test Materials and licensing any revised Test Materials under the E&F License.

8.3 Limited Copyright Assignment for Test Material Contributions. Except for any Publicly Available Software or Third Party IP, each TEAC Participant agrees upon request to assign to TIP a joint and undivided copyright interest in its Test Materials Contributions, in whole or in part, solely to the extent such Test Materials Contribution or portion thereof is licensed by TIP under the E&F License and solely to the extent that such assignment is required by TIP to enforce the E&F License with regard to any unauthorized use of the licensed Test Materials. No joint copyright owner pursuant to this Section 8.3 shall have any duty to account or seek permission from any other party in order to exploit the assigned Test Materials Contributions or portion thereof, as applicable.

Each TEAC Participant agrees to reasonably cooperate with TIP to perfect the foregoing assignment upon TIP's written request, *provided* TIP reimburses such TEAC Participant, as applicable, for reasonable expenses required to perfect such assignment.

8.4 Rights in Documentation Developed for TIP's Use. Each applicable TEAC Participant who Contributes to a Document (as both of those terms are defined in the TIP Document IPR Policy) in connection with the development of a Deliverable is subject to the terms of the TIP Document IPR Policy including the granting of copyright licenses and the limited assignment of joint copyright interests as set forth in the TIP Document IPR Policy.

8.5 TIP Specifications and Software. To the extent that any Deliverables developed in a TEAC Project includes TIP Project Group Draft Specifications, Final Specifications, Software, or Contributions thereto (collectively, "**PG Work Product**"), as those terms are defined in the TIP IPR Policy, each applicable TEAC Participant hereby agrees that its respective Contributions (as that term is defined in the TIP IPR Policy) to such PG Work Product are licensed in accordance with the terms of the TIP IPR Policy.

8.6 Publicly Available Software and Third Party IP. Each TEAC Participant agrees not to use any Publicly Available Software or Third Party IP in the development of the Deliverables unless such Publicly Available Software or Third Party IP has been properly licensed for use by such TEAC Participant, as applicable, in the development of such Deliverables. To the extent that any Third Party IP is incorporated in any Deliverable by a TEAC Participant, the applicable TEAC Participant shall obtain the appropriate licenses, including rights to sublicense any IP Rights required under this Policy and shall provide TIP a copy of the license governing the use and distribution of such Third Party IP upon request. Prior to incorporating any Publicly Available Software into a Deliverable, the party intending to do so must notify TIP and the other TEAC Participant collaborating on the same TIP Project, if any, in writing of the plan, identify the Publicly Available Software along with its applicable license terms, and procure TIP's and each other Project Collaborator's written agreement to the plan to use such Publicly Available Software. TIP, at its sole discretion, may require that any software contribution made to any software Deliverables be accompanied by a Developer Certificate of Origin in the form as appended to the TIP IPR Policy.

10. CONFLICT OF INTEREST POLICY.

10.1 Selection of Program Companies. If any individual Selection Committee member has a material financial interest in any matter or applicant that comes before the Selection Committee, such member shall disclose all material information about such interest that he or she is permitted to disclose to the other members of the Selection Committee and shall be recused from participating in any vote on such matter or applicant. Without limiting the generality of the foregoing, if any individual Selection Committee member or his or her Immediate Family member is an officer, director, member, manager, shareholder, creditor, Investor, or employee of, or otherwise has a material financial interest in any applicant or Program Company, such Selection Committee member shall be recused from voting on any matters related to such applicant or Program Company, including its admission to or exit from the Acceleration Program. Whether an interested Selection Committee member is permitted to participate in discussions regarding the matter in which he or she has a material financial interest shall be determined by a majority of the non-interested members of the Selection Committee. For the avoidance of doubt, this section 10.1 shall not prevent Selection Committee members who are employees or officers of the Host from voting on any matter

or applicant in which the Host has a material financial interest, provided that such Selection Committee members ensure that the other members of the Selection Committee have been provided with all relevant material information about such interest that they are permitted to disclose.

10.3 Interested Transactions. The Host may not engage in any transactions related to the TEAC that (a) involve payment of TEAC Funds to the Host, its Affiliates, Representatives of either, or Immediate Family of such Representatives (save for payments made for the purposes of funding TEAC activities or meeting day-to-day TEAC expenses), or that (b) any of the foregoing persons otherwise has a material financial interest in, unless (i) the Host discloses all material facts related to such interest to TIP, and (ii) the TIP Board of Directors approves such transaction and determines that its terms are fair, reasonable, in the best interests of TIP and the applicable TEAC, and consistent with the nonprofit mission and purpose of TIP.

10.5 Employer Conflicts. Individuals participate in the TEAC only in their capacity as employees or contractors of the TEAC Participant each such individual represents. Individuals participating in the TEAC or any of its activities, discussions, or votes (collectively referred to as an “Activity”) have a duty to act in the best interest of the TEAC and TIP. If an individual’s obligation to its employer, however, would be in conflict with this duty to the TEAC and to TIP, then the individual must disclose such conflict. TIP may under the circumstances preclude such individual and other individuals representing the applicable TEAC Participant from participating in the Activity for which the disclosed conflict is implicated.

11. ANTITRUST GUIDELINES.

All TEAC Participants must follow the TEAC Antitrust Guidelines attached hereto as **Exhibit A**. The Host will require all TEAC Participants to agree in writing to comply with such Antitrust Guidelines.

12. TRANSITION TO THIS POLICY FOR THOSE WITH EXISTING AGREEMENTS.

All TEACs formed after Effective Date shall be governed by this Policy. All existing Hosts as of such date shall be bound by this Policy and are required to execute a TEAC Host Authorization within 30 days of the Effective Date, after which this Policy shall supersede and replace their existing TEAC Host Agreements. TIP may terminate the existing Host agreement with any existing Host who fails to execute the TEAC Host Authorization Form within the 30 day-period in accordance with the terms of the applicable existing Host agreement. All Program Companies existing as of the Effective Date shall be bound by this Policy and are required to execute a TEAC Program Company Authorization. All Hosts existing as of the Effective Date shall ensure that each Program Company under their supervision signs a TEAC Program Company Authorization and the TIP General Participant Agreement, if the Program Company is not a TIP Participant, both within 30 days of the Effective Date.

13. PUBLICITY AND PROMOTIONAL MATERIALS.

TIP may publish and promote information pertaining to any TEAC including the identity of the Host and Mentors and a general description of the work being conducted in the TEAC including the identity of any Program Companies and a description of their business and technology, *provided* that the foregoing does not disclose Confidential Information of any party and that the content of

such public release shall be approved by the relevant Host and Mentors. Except as expressly provided in the preceding sentence, neither TIP, a Host, Mentor Entity nor any Program Company may release a joint press release or other promotional materials, including the name of any party or its role in a TEAC or other work conducted in a TEAC without such party's written consent, which consent shall not be unreasonably withheld or delayed. Each Program Company, Mentor Entity and Host agrees that TIP may capture images including video of TEAC activities in which such parties participate where personnel or equipment may be shown. Unless such images disclose Confidential Information of the Host, Mentor Entity or Program Company, as applicable, each Host, Mentor Entity and Program Company hereby agree that TIP is authorized to publish and use such images for promotional purposes.

14. DISCLAIMERS; LIMITATION ON LIABILITY.

14.1 Warranty Disclaimer. EXCEPT AS OTHERWISE PROVIDED HEREIN, A PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES AND INDEMNITIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. A PARTY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS ARISING FROM CUSTOM OR TRADE USAGE OR FROM COURSE OF DEALING OR PERFORMANCE.

14.2 Limitation on Liability. IN NO EVENT WILL ANY PARTY SUBJECT TO THIS POLICY BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. MISCELLANEOUS.

15.1 Relationship of the Parties. All parties subject to this Policy are independent contractors and separate organizations. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between such parties. No party subject to this Policy shall have the power to bind any other or incur obligations on another party's behalf without such other party's prior written consent.

15.2 Contractors. No Host shall use contractors to perform any of the services for which such Host is responsible without TIP's prior written approval. Each Host shall remain directly liable to TIP for all acts and omissions of its contractors and their compliance with this Policy.

15.3 Conflicts, Order of Precedence. In the event that a provision of this Policy conflicts with a provision of a TIP Organizational Document available at <https://telecominfraproject.com/organizational-documents/>, the following TIP Organizational Documents shall control in order of precedence: the Certificate of Incorporation, the Bylaws, the Sponsor Participation Agreement or General Participation Agreement (as applicable), the TIP IPR Policy, the TIP Document IPR Policy, and this Policy. In the event a provision herein conflicts with a TEAC Host Authorization Form or a TEAC Program Company Authorization Form, the provision herein shall control.

15.4 Disputes. Any dispute arising under this Policy between TIP and a TIP Participant or solely between TIP Participants shall be resolved in accordance with Sections 17.4 and 17.5 of the TIP Bylaws.

15.5 Construction. Terms defined by a given number, tense, or form shall have the corresponding meaning when used in this Policy with initial capitals in another number, tense, or form. “Includes” or “including” shall not be deemed limited by the specific enumeration of items but shall be deemed without limitation. The term “or” is not exclusive. Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having a masculine or feminine gender shall be deemed to include the other. All headings used in this Policy are used for convenience only and are not to be considered in construing or interpreting this Policy.

Exhibit A

TIP ECOSYSTEM ACCELERATION CENTER (TEAC) ANTITRUST GUIDELINES

BACKGROUND

Telecom Infra Project, Inc. (“**TIP**”) has established a startup acceleration program (the “**Acceleration Program**”) to support a global, sustainable ecosystem that attracts entrepreneurs and investors to work together to produce new technologies and products in the telecom infrastructure space, which program will be provided through centers known as TIP Ecosystem Acceleration Centers (“**TEAC**”).

Each “**TEAC Participant**” as defined in the TIP Ecosystem Acceleration Center (TEAC) Policy (the “**Policy**”) must conduct its affairs related to the TEAC in compliance with applicable US and international competition and/or antitrust laws, (“**Antitrust Laws**”). The Antitrust Laws are intended to preserve and promote free, fair and open competition. This competition benefits consumers and companies that are innovative and efficient.

Certain types of activities conducted by TEAC Participants may be subject to scrutiny under the Antitrust Laws as being anti-competitive and a violation of the Antitrust Laws can have serious consequences. In order to minimize exposure of TEAC Participants and TIP to antitrust and/or competition liability, each TEAC Participant must abide by the following guidelines when participating in connection with activities of the TEAC.

GUIDELINES

1. Neither the TEAC nor its activities shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, between and among competitors with regard to commercially sensitive information such as (but not limited to) prices, terms or conditions of sale, distribution, volume of production, investments, territories, customers, credit terms or marketing practices.
2. In connection with participation in the TEAC, there shall be no discussion, communication, agreement or disclosure among TEAC Participants that are actual or potential competitors, regarding commercially sensitive information such as (but not limited to) their prices, discounts or terms or conditions of sale or licensing of products or services, pricing methods, profits, profit margins or cost data, production plans, market shares, sales territories or markets, allocation of territories or customers, or any limitation on the timing, cost or volume of their research, production or sales. This may limit the topics that start-ups enrolled in the Acceleration Program (a “**Program Company**”) and Mentors may discuss in mentoring sessions, workshops, and other Acceleration Program or TEAC-related events.
3. TEAC Participants, in connection with their participation in the TEAC, shall not attempt to prevent any person from gaining access to any market or customer for goods and services, or attempt to prevent any person from obtaining a supply of goods or services or otherwise

purchasing goods or services freely in the market. (This paragraph is not intended to preclude a TEAC Participant from disclosing and asserting its intellectual property rights.)

4. The qualifications for participation in the TEAC as a Mentor, Program Company, Selection Committee member, or other capacity are set forth in the Policy. No applicant for participation in any such capacity, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose (but may be rejected for other lawful purposes).

5. Each TEAC Participant is obligated and expected to exercise its independent business judgment in pricing its services or products, dealing with its customers and suppliers, and choosing the markets in which it will compete.

6. Mentoring, instruction, selection of Program Companies, and other TEAC-related activities shall not be based upon any effort or purpose to reduce or eliminate competition in the sale, supply and furnishing of products and services.

7. During the course of the activities of or sponsored by the TEAC, TEAC Participants should refrain from disclosing information to any other TEAC Participant that is not reasonably related to the legitimate purposes of such activities. In particular, any information or data disclosing specific competitive information (“**Competitive Data**”) such as, by way of example only, test results captured through a TEAC Project (as that term is defined in the Policy) shall only be shared with TIP if such Competitive Data is anonymized and aggregated with other Program Companies’ Competitive Data so that one receiving the information would not be able to identify which Competitive Data is associated with which Program Company.

8. TEAC Participants, in connection with their participation in TEAC, shall not enter into any agreement or understanding among themselves to refrain, or to encourage others to refrain, from purchasing any raw materials, product, equipment, services or other supplies from any supplier or vendor or from dealing with any supplier or vendor.

9. Nothing in the TEAC Policies and Procedures or other document or policy related to the TEAC shall be construed as restricting the right of any TEAC Participant to independently design, develop, acquire, manufacture, market, service or otherwise deal in, directly or indirectly, competitive products or services independent of any items developed, delivered, or recommended by other TEAC Participants.

10. Each TEAC Participant, in connection with TEAC-related activities, shall use their best reasonable efforts to comply in all respects with the Antitrust Laws.

11. These guidelines are conservative and intended to promote compliance with the Antitrust Laws, not to create duties or obligations beyond what the Antitrust Laws actually require. In the event of inconsistency between these guidelines and the Antitrust Laws, the Antitrust Laws shall control.

Exhibit B**FORM OF TEAC HOST AUTHORIZATION**

TIP hereby authorizes the undersigned party to serve as a TEAC Host (“**Host**”), *provided* that such Host remains in compliance with TIP TEAC Policy and performs the following additional obligations in connection with the Host’s operation of the TEAC. The Host hereby acknowledges and agrees that it has reviewed the TIP TEAC Policy (the “**Policy**”) posted online at <https://telecominfraproject.com/organizational-documents/> and that it hereby agrees to be bound by the Policy as a “Host” as defined therein.

The Host initially designates the following individuals to the roles defined in the Policy:

TEAC Host Lead: _____

TEAC Executive Sponsor: _____

Additional Obligations (if any):

<<TIP to insert additional obligations, commitments or duties that the Host may be obligated to perform for TIP. >>

Any amendments to this TEAC Host Authorization Form requires the written consent of TIP and the Host.

Authorization by:
TELECOM INFRA PROJECT, INC.

By: _____

Name:

Title:

Date: _____

Agreed and Accepted:

<<signature block for Host’s Authorized Representative including TEAC Address>>

Exhibit C

FORM OF TEAC PROGRAM COMPANY ACKNOWLEDGEMENT

TIP and <<name of Host>> hereby authorize the undersigned party (the “**Program Company**”) to participate in the <<name of TEAC>>, *provided* that such Program Company: (i) remains in compliance with the TEAC Policy, available at <https://telecominfraproject.com/organizational-documents/> (as amended, the “**TEAC Policy**”); (ii) is a TIP Participant (as defined in the TIP Bylaws) and remains a TIP Participant for the duration of its participation in the TEAC; (iii) complies with any additional obligations or restrictions required by TIP or the Host as listed below; and (iv) has been provided the entrance and exit criteria as specified by the Selection Committee.

Additional Obligations and Restrictions (if any):

<<TIP to specify any additional requirements for this Program Company>>

<< Host to specify any additional requirements for this Program Company>>

To the extent that there are any conflicts between the Additional Obligations and Restrictions and the Policy, the Policy will control.

Any amendments to this TEAC Program Company Authorization Form requires the written consent of TIP, the Host and the Program Company. Terms not otherwise defined herein are defined in the TEAC Policy.

Authorization by:
TELECOM INFRA PROJECT, INC.

By: _____

Name:

Title:

Date: _____

TEAC Host:

<<signature block for Host’s Authorized Representative including TEAC Address>>

The Program Company hereby acknowledges and agrees that it has reviewed the TEAC Policy and that it hereby agrees to be bound by the TEAC Policy as a Program Company as defined therein.

Program Company:

<<signature block for Program Company’s Authorized Representative including notice address on file with TIP.>>

Exhibit D**GRANT APPROVAL STATEMENT**

Telecom Infra Project, Inc. (“**TIP**”) and <<Host Name>> (“**Host**”) are collaborating to establish and operate a TIP Ecosystem Acceleration Center (“**TEAC**”). The grant described in this Grant Approval Statement (the “**Grant**”) is being awarded to Host pursuant and subject to the TEAC Policy, available at <https://telecominfraproject.com/organizational-documents/> (the “**Policy**”). All capitalized terms used but not defined in herein have the meanings given to them in the Policy.

Grant No. []

Grant Approval Date: [_____]

Amount of Grant: US \$[_____]

Disbursement Schedule: The Grant will be disbursed [within fifteen (15) days of the Grant Approval Date] [in installments according to the following schedule: [insert amounts, dates, and/or milestones]].

Grant Period: The Grant must be used in connection with authorized TEAC-related activities occurring on or between [_____] and [_____] (the “**Grant Period**”). If the entire amount of the Grant is not used during the Grant Period, upon expiration of the Grant Period, the remaining unused grant funds must be returned to TIP within 30 days of the expiration of the Grant period, unless TIP, in its sole discretion, authorizes Host, in writing, to use such remaining grant funds solely for specified TEAC-related activities occurring after expiration of the Grant Period.

Exhibit E

TEAC INITIATION FORM

Instructions

It is important to have a pre-agreed set of Acceleration Criteria in order to help ensure successful acceleration. When a TEAC Company is selected to enter the TEAC process, the following should be outlined in the TEAC Initiation Form:

- Specific, defined, and agreed KPIs during the Acceleration Term
- A clearly-defined timeline requiring no more than 18 months of acceleration time
- Committed path to down-streaming into further business opportunities, post-graduation
- Confirmation that any necessary contractual agreements are in place.

TEAC Acceleration Exit Criteria

The TEAC Acceleration activities must satisfy the Acceleration Success Criteria defined in the TEAC Acceleration Initiation Form in order to qualify for exit, unless the TEAC Selection Committee waives such criteria.

Intellectual Property Rights and Legal Terms

TEAC Acceleration Projects will be conducted under the terms of TEAC Policy, available at <https://telecominfraproject.com/organizational-documents>. All companies accepted to a TEAC must, in addition to signing the below Initiation Form, (i) be a TIP Participant and (ii) sign the TEAC Program Acknowledgment Form.

Exhibit E (continued)

TEAC INITIATION FORM

This form will serve as the main reference during the Acceleration Term. Any changes to the Scope during the Acceleration Term may require review and approval by the TEAC Selection Committee.

The TEAC Host Operator Mentor should take the lead in completing this application form, in collaboration with the TEAC Company.

KEY DETAILS

Provide the following key details for the project.

Program Company <i>The name of the participating Program Company</i>		
Acceleration Goal <i>In 1-2 sentences, describe the high-level goal(s) to be achieved during the Acceleration Term</i>		
TEAC Mentor(s) <i>The name of the TEAC Host Operator and Mentor(s)</i>	Company Name	Contact
TEAC Host Lead		
TEAC Executive Sponsor		

Exhibit E (continued)

TEAC INITIATION FORM

OVERVIEW

Provide summary overview information for the Acceleration activities.

<p>Summary Approach Overview Statement <i>Provide a short overview of how the Acceleration activities will achieve their high-level goal(s).</i></p>	
<p>Use Case Definition <i>Provide a high-level use case scenario.</i></p>	
<p>Lab Test (Proof of Concept) <i>Describe what a PoC will demonstrate</i></p>	
<p>Field Test <i>Describe what a Field Test will demonstrate</i></p>	
<p>Commercial Objectives <i>Describe what are the commercial objectives during the Acceleration Term</i></p>	

Exhibit E (continued)

TEAC INITIATION FORM

ACCELERATION SUCCESS

Describe the following criteria contributing to overall successful Acceleration:

<p>Contributions To TIP <i>Describe any contributions that will be made to TIP Project Groups, Community Labs or Field Trials, and any other benefits the TIP Community will receive from any of the Acceleration activities.</i></p>	
<p>Milestones <i>Describe the KPIs to be measured, along with an estimated timeline of achievement.</i></p>	
<p>Timeline <i>Estimate the timeframe of the TEAC Acceleration</i></p>	
<p>TEAC Graduation Success Definition <i>Provide a high-level overview of what a successful exit from the TEAC Acceleration Term looks like, from the viewpoint of the TEAC Host Operator</i></p>	

Exhibit E (continued)

Impact

Define the expected impact of the Acceleration within at least one of these areas:

- *Technology impact*
 - *Ecosystem impact*
 - *Business impact*
-

Agreed and Accepted:

<<signature block for Host's Authorized Representative including TEAC Address>>

Program Company:

<<signature block for Program Company's Authorized Representative including notice address on file with TIP.>>

Exhibit F

TEAC EXIT FORM

This form will serve as review documentation to determine whether all agreed-upon criteria have been met for graduation from the TEAC Acceleration Program.

The TEAC Host Operator Mentor should take the lead in completing this application form.

KEY DETAILS

Provide the following key details for the project.

TEAC Company <i>The name of the participating TEAC Company</i>		
Entrance Criteria <i>Re-check validity and attach the TEAC Initiation Form</i>	<input type="checkbox"/> Attached <input type="checkbox"/> Not attached	
Post-graduation Next Steps & Timeline <i>TEAC Host Operator Sponsor to define next steps (technical and commercial) and timeline after graduation from the TEAC Program</i>		
	Company Name	Contact
TEAC Host Operator Mentor		
TEAC Host Operator Lead		
TEAC Host Operator Sponsor		

Exhibit F (Continued)
TEAC EXIT FORM
EXIT CRITERIA CERTIFICATION

For each exit criteria enter the certification status, date, and who approved the criteria's status.

	Status	Date	Approver
All KPIs defined in the TEAC Initiation Form have been met.	<input type="checkbox"/> Meets criteria <input type="checkbox"/> Does not meet criteria <input type="checkbox"/> Waived		
The TEAC Host Operator Sponsor signs off on the successful Acceleration Term completion.	<input type="checkbox"/> Meets criteria <input type="checkbox"/> Does not meet criteria <input type="checkbox"/> Waived		
Post-graduation next steps and timeline have been defined	<input type="checkbox"/> Meets criteria <input type="checkbox"/> Does not meet criteria <input type="checkbox"/> Waived		
Additional criteria, (please specify:)	<input type="checkbox"/> Meets criteria <input type="checkbox"/> Does not meet criteria <input type="checkbox"/> Waived		

Exhibit F (Continued)

TEAC Host Lead	Signature	Print Name
TEAC Program Company	Signature	Print Name

Exhibit G

FORM OF TEAC PROJECT ACKNOWLEDGMENT

1. Name of TEAC Project: <<name>> (“Project”)

2. Term of Project: This Project will commence on <<start date>> and end on <<either end date or upon some milestone>>.

3. Parties involved: For each Host, Mentor Entity and Program Company, list the individuals participating and their contact information. [NOTE: More than 1 individual may participate for any given Host, Mentor Entity or Program Company. Additionally, the Host and Mentor Entity may be the same entity. There may also be multiple entities having the same role participating in the Project. IF TIP is managing the Project or otherwise supporting the Project, TIP should be listed as well. The following table is filled in for exemplary purposes only. This NOTE should be removed from executed TEAC Project Acknowledgements]

Role	Entity	Individual	Contact [email is sufficient]
Host	<<insert Name of Host entity>>		
Mentor	<<insert Name of Mentor Entity 1>>		
	<<insert Name of Mentor Entity 2>>		
Program Company	<<insert Name of Program Company 1>>		
	<<insert Name of Program Company 1>>		

4. Description of the Project: <<In a few sentences describe why you are conducting the Project, who has requested it, what benefit it has to TIP, and generally how and where it is to be conducted. Part of this description must identify which specific TIP structure or project , i.e., PG, TIP CL, TC, etc., this TEAC Project is supporting>>

Please include the applicable Participation Obligations (e.g., CL Project Description, PG Charter, TIP Contribution form, etc) as an addendum to this TEAC Project Acknowledgement.

5. Responsibilities. Complete the table below for each Host, Mentor Entity and Program Company. Indicate who is primarily responsible (**P**) for the task (referred to in the Policy as a

Exhibit G (continued)

FORM OF TEAC PROJECT ACKNOWLEDGMENT

“**Service**”), who has a supporting role by providing contributions (S), and if a party will merely observe (O).

Task/Service	Host	Mentor Entity 1	Mentor Entity 2	Program Company 1	Program Company 2

This TEAC Project Acknowledgement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Any amendments to this TEAC Project Acknowledgement require the written consent of each of the undersigned parties.

<<name of Host>> hereby certifies that it has reviewed the TEAC Policy posted online at <https://telecominfraproject.com/organizational-documents/> and that it hereby agrees that is bound as defined therein as a Host with respect to its participation in this Project.

<<signature block for Host and its Authorized Representative>>

<<name of Mentor Entity>> hereby certifies that it has reviewed the TEAC Policy posted online at <https://telecominfraproject.com/organizational-documents/> and that it hereby agrees that is bound as defined therein as a Mentor Entity with respect to its participation in this Project.

<<signature block for Mentor Entity and its Authorized Representative>>

<<name of Program Company>> hereby certifies that it has reviewed the TEAC Policy posted online at <https://telecominfraproject.com/organizational-documents/> and that it hereby agrees that is bound as defined therein as a Program Company with respect to its participation in this Project.

<<signature block for Program Company and its Authorized Representative>>

Exhibit G (Continued)

FORM OF TEAC PROJECT ACKNOWLEDGMENT

Approved and Accepted by TIP

TELECOM INFRA PROJECT, INC.

By: _____

Name:

Title:

Date: _____

Exhibit H**FORM OF TEAC MENTOR ENTITY ACKNOWLEDGEMENT**

TEAC: <<name of TEAC>>

Term: The Mentor(s) identified below will commence serving as [a] Mentor(s) on <<date>> and cease service as a Mentor(s) << add in date or upon graduation by applicable Program Company>>

For the duration of the Term, TIP and the undersigned Host hereby authorize <<name of Mentor(s) >> to participate in the TEAC Acceleration Program as [a] mentor(s) to Program Companies participating in the TEAC, *provided* that the undersigned employer of such Mentors (the “**Mentor Entity**”): (i) remains in compliance with the TEAC Policy, available at [] (as amended, the “**TEAC Policy**”); and (ii) is a TIP Participant (as defined in the TIP Bylaws) and remains a TIP Participant for the duration of its Mentors’ participation in the TEAC.

Any amendments to this TEAC Mentor Entity Acknowledgment requires the written consent of TIP, the Host and the Mentor Entity. Terms not otherwise defined herein are defined in the TEAC Policy.

Authorization by:
TELECOM INFRA PROJECT, INC.

By: _____

Name:

Title:

Date: _____

TEAC Host

<<signature block for Host’s Authorized Representative including TEAC Address>>

The Mentor Entity hereby acknowledges and agrees that it has reviewed the TEAC Policy and hereby agrees to be bound by the TEAC Policy as a Mentor Entity as defined therein.

Agreed and Accepted:

Mentor Entity

<<signature block for Mentor Entity’s Authorized Representative including notice address on file with TIP.>>

Exhibit I

FORM OF TIP EVALUATION AND FEEDBACK LICENSE (E&F LICENSE)

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- (ii) TEAC Participants utilizing a TEAC to test or evaluate TIP Solutions or as otherwise necessary to carry out the objectives of a TEAC Project;
- (iii) entities in connection with their own internal lab-based testing to the extent necessary to develop products or services that are promoted by TIP or for evaluating TIP Solutions using the Test Materials to provide Feedback (as defined below), and not for marketing, certification, or any commercial purpose; and
- (iv) entities conducting a TIP Field Trial as defined in the TIP Field Trial Policy.

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Exhibit I (Continued)

FORM OF TIP EVALUATION AND FEEDBACK LICENSE (E&F LICENSE)

TO ANY PARTY 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 INFRINGEMENT OR PRODUCT LIABILITY CLAIMS, LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND IN CONNECTION WITH THE TEST MATERIALS LICENSED HEREUNDER, REGARDLESS OF WHETHER ANY TIP PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

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