

Telecom Infra Project Trademark Usage Policy

This Telecom Infra Project Trademark Usage Policy (“**Trademark Usage Policy**”) applies to all uses of the TIP Marks (as defined below) by Participants and is effective as of the later of March 26, 2020 or the date Participant began use the TIP Marks (“**Effective Date**”).

For members of the press who are not otherwise TIP Participants (as defined in the TIP Bylaws), this Trademark Usage Policy together with the Trademark Usage Guidelines grants you a limited license to use the TIP Marks. If you are interested in acquiring rights to any of the TIP Marks that are not expressly granted herein, you must request such license terms in writing by emailing your request to support@telecominfraproject.com. Unless you have express prior written permission from TIP to use one or more of the TIP Marks, as a member of the press, you may not use the TIP Marks in any manner or for any purpose, except that you may only use the TELECOM INFRA PROJECT word mark as permitted under fair use law to refer to TIP. Solely for purposes of this Trademark Usage Policy, as a member of the press, you are hereafter referred to as a “Participant” in this Trademark Usage Policy, but you acknowledge and agree you are not a Participant in TIP, as that term is used in the TIP Bylaws.

If you are not a Participant in good standing or a member of the press who has been granted express prior written permission from TIP to use one or more of the TIP Marks, or if you do not agree to any of the terms or conditions in this Trademark Usage Policy, you are not permitted to use the TIP Marks, unless you are otherwise expressly authorized by TIP in a signed written agreement.

Any undefined capitalized terms used herein have the meaning set forth in TIP’s organizational documents which are available at <https://telecominfraproject.com/organizational-documents/> (“**Organizational Documents**”).

1. Term. This Trademark Usage Policy is effective from the Effective Date until terminated pursuant to Section 7 (the “Term”).
2. TIP Marks. For the purposes of this Trademark Usage Policy, the term “TIP Marks” means the names, logos, and trademarks adopted by TIP from time to time, as set forth in Schedule A of this Trademark Usage Policy, for use by Participants in connection with Participant’s reference to its participation in TIP and for other permitted purposes that are authorized in advance by TIP in writing. TIP may add or remove names, logos, and/or trademarks to the TIP Marks at any time by updating Schedule A and posting the updated Schedule A to this Trademark Usage Policy on TIP’s website at <https://telecominfraproject.com/organizational-documents/>; and TIP may include additional terms for use of such newly-added TIP Marks. Such newly-added TIP Marks shall be licensed and used under the terms and conditions of this Trademark Usage Policy.
3. Trademark License Grant.
 - 3.1 License to Use TIP Marks. During the Term and subject to Participant’s compliance with this Trademark Usage Policy, TIP grants to Participant a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable, and royalty-free license: (i) to use the TIP Marks to indicate or publicize Participant’s participation in TIP in any reasonable manner, such as on Participant’s website or in marketing collateral (but NOT on any product or product packaging); (ii) to use the TIP Marks for any other purpose that is authorized in advance by TIP in

writing (such as for use by members of the press for various purposes). If Participant uses a TIP Mark on its website, Participant shall cause the representation thereof to link to the TIP website at: <https://telecominfraproject.com/>. Except as expressly authorized by TIP in a separate agreement, and for the avoidance of doubt: (i) the TIP Marks must not be used on Participant's products, product packaging, business cards, or letterhead; and (ii) Participant must not use the TIP Marks in email signatures.

- 3.2 Use of the TIP Marks by Participant's Affiliates. In the event Participant's Affiliates use one or more of the TIP Marks under this Trademark Usage Policy, Participant agrees to ensure its Affiliates' compliance with this Trademark Usage Policy. Participant agrees that it shall be jointly and severally responsible and liable for any breach or other violation of this Trademark Usage Policy by Participant's Affiliates.
 - 3.3 Certain Geographic or Use Limitations. If TIP determines, in its sole discretion, that use of the TIP Marks, in any particular manner, in any particular jurisdiction or on any particular marketing material is likely to violate any applicable laws or regulations; be contrary to public policy; jeopardize TIP's rights in the TIP Marks; and/or subject Participant and/or TIP to any third-party claims, legal proceedings, governmental investigations or proceedings, penalties, or liabilities, then upon receipt of notice and request from TIP to Participant, Participant agrees to, use commercially reasonable efforts to cease and desist from all use of the TIP Marks in such particular manner, in such particular jurisdiction, and/or on such particular marketing material.
 - 3.4 TIP Control. TIP shall have absolute determination and control, in its sole discretion, over the design, redesign, modifications, derivatives, authorized or unauthorized uses, and manner and extent of worldwide registration, maintenance, protection, enforcement, ownership, and licensing of the TIP Marks.
 - 3.5 Reservation of Rights. Except as expressly set forth in this Section 3, no other right, title, or license to any of TIP's current or future trademarks, certification marks, technology, or proprietary rights is granted hereunder.
4. Review and Inspection. TIP shall have the right to review and inspect Participant's materials bearing any TIP Mark. Participant shall provide to TIP, at TIP's request, all materials bearing any TIP Mark, at any time. If, as a result of TIP's review and inspection, TIP reasonably determines that Participant (or its Affiliates) is(are) not using one or more TIP Marks in compliance with this Trademark Usage Policy, then Participant agrees that, if required by TIP, Participant will make (or, as applicable, require its Affiliates to make) appropriate changes to the materials, as required by TIP at Participant's sole expense. Participant agrees to make such changes within thirty (30) calendar days after TIP requests such changes, or sooner if reasonably possible; provided, however, that the parties may agree to a longer period for Participant's compliance with any required changes regarding its use of the TIP Marks if the circumstances reasonably require such longer period. TIP shall pay all costs and expenses associated with any review and inspection of Participant's materials; provided, however, that if such review and inspection reveals that Participant substantially misused one or more of the TIP Marks in contravention to this Trademark Usage Policy, then Participant shall reimburse TIP for its reasonable costs and expenses associated with the review and inspection.

5. Proper Usage.

- 5.1 Usage Guidelines. Participant must strictly adhere to the TIP Logo Use Guidelines, available at: <https://telecominfraproject.com/wp-content/uploads/TIP-logo-use-guidelines-2019Q3.pdf> ("Trademark Use Guidelines"), when using the TIP Marks. Such Trademark Use Guidelines may be updated from time to time by TIP in its sole discretion. Participant agrees that it will comply with any updated Trademark Use Guidelines and use its best efforts to minimize the use of the earlier version of the TIP Marks.
- 5.2 Positive Usage. Participant shall display the TIP Marks only in a positive manner. Participant will not use the TIP Marks in any way that disparages TIP, or its specifications, protocols, projects, programs, or services, or in any manner that would diminish or otherwise damage TIP's goodwill, including, but not limited to, uses that could be deemed to be obscene, pornographic, excessively violent, or otherwise in poor taste or unlawful, or which purpose is to encourage unlawful activities.
- 5.3 No Alteration or Modification. Participant may not alter, modify, add literal elements to, stylize, or add design elements to the TIP Marks, or allow others to do so, except that Participant may proportionally resize such marks in accordance with the Trademark Use Guidelines. The license granted in Section 3 is applicable only to the versions of the TIP Marks provided by TIP in electronic form; use of any artwork or graphic files from any other source is strictly prohibited.

6. Ownership of the TIP Marks. TIP shall retain sole and exclusive ownership of all worldwide rights, titles, and interests (including without limitation all worldwide trademark rights, trade dress rights, copyrights, and other intellectual proprietary and proprietary rights and all worldwide applications and registrations therefor) in and to the TIP Marks, as well as to all combinations, forms, and derivations of the TIP Marks, and all goodwill associated therewith. Participant acknowledges TIP's exclusive rights to the TIP Marks and all goodwill associated therewith, and further acknowledges that any and all use by Participant (or its Affiliates) of the TIP Marks inures to the sole benefit of TIP. Participant shall not challenge TIP's exclusive ownership rights in and to the TIP Marks, nor take action inconsistent with TIP's rights in the TIP Marks. Participant shall not adopt, use, apply to register, and/or register as its own, any trademark(s) any word(s), logo(s), or design(s) that is confusingly similar to or that dilute(s) the TIP Marks for any product and/or service. If at any time Participant acquires any rights in, or registrations or applications for, the TIP Marks, whether by operation of law or otherwise, then it will immediately upon request by TIP and at no charge to TIP, assign such rights, registrations, and applications to TIP, along with any and all associated goodwill.

7. Termination.

- 7.1 Termination. The parties agree that the license granted herein may be terminated as follows:
 - (a) If Participant violates this Trademark Usage Policy, then Participant shall have thirty (30) calendar days to correct such violation following written notice from TIP (the "Cure Period"). If Participant fails to correct such violation within the Cure Period, then the license granted to such Participant will immediately terminate upon written notice from TIP to such Participant.

- (b) Immediately and automatically (without a requirement of giving notice) upon the termination, expiration, or cancellation of Participant's membership in TIP. This provision does not apply to members of the press.
 - (c) Upon written notice by TIP in accordance with Section 12.2 below.
- 7.2 Effect of Termination. Upon the termination of the license granted to Participant pursuant to Section 3, all rights granted hereunder shall immediately and automatically terminate. Upon the Termination Date, Participant (and its Affiliates) shall immediately cease all use of the TIP Marks.
- 7.3 Survival. All provisions of this Trademark Usage Policy that are reasonably expected to survive termination of this Trademark Usage Policy, including, without limitation, this Section 7.3 and Sections 6, 7.2, 8, 9, 11, 12, and 13, shall so survive such termination in perpetuity.
- 8. Disclaimers. THE TIP MARKS ARE PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, OF THE TITLE OR VALIDITY OF TIP'S RIGHTS IN THE TIP MARKS, OF MERCHANTABILITY, AND/OR OF FITNESS FOR A PARTICULAR PURPOSE, IN ANY COUNTRY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TIP EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES AND ALL OTHER REPRESENTATIONS AND WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW, WITH RESPECT TO THE TIP MARKS.
- 9. Limitation of Liability. TIP AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ENHANCED DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS), INCURRED BY ANY PARTICIPANT, AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS TRADEMARK USAGE POLICY OR THE USE OF THE TIP MARKS, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES OR OTHER LIABILITY RESULTING FROM ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, PRODUCT LIABILITY CLAIMS, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE), AND EVEN IF TIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FOR THE AVOIDANCE OF DOUBT, TIP SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER TO PARTICIPANT, ANY PARTICIPANT AFFILIATE, OR ANY DISTRIBUTOR, RETAILER, WHOLESALER, MARKETER, PROMOTER, CONSUMER, END USER, OR OTHER USER OR DISTRIBUTOR OF PARTICIPANT'S PRODUCTS OR SERVICES. Some jurisdictions may not allow the exclusion or limitation of certain types of damages so, solely to the extent such law applies in a given instance, the above limitation of liability may not apply solely to the extent required by such law.
- 10. Representations and Warranties. In addition to Participant's covenants, representations, and warranties set forth elsewhere in this Trademark Usage Policy, Participant covenants, represents, and warrants to TIP that: (i) Participant shall comply with all applicable laws and regulations in its promotion, display, and use of the TIP Marks; and (ii) Participant's use of the TIP Marks is and shall remain in strict compliance with this Trademark Usage Policy.

11. Indemnity. Participant agrees to indemnify, defend, and hold harmless TIP and its officers, directors, employees, and agents for, from, and against any and all losses, costs, damages, judgments, awards, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and costs and TIP's costs of enforcing this Section 11) incurred by TIP that arise out of or relate to any demand, claim, or allegation: (i) regarding the inaccuracy or violation of any of Participant's representations, warranties, or covenants contained in Section 10 above or elsewhere in this Trademark Usage Policy; (ii) regarding Participant's use of any of the TIP Marks not in accordance with this Trademark Usage Policy (including without limitation any use of the TIP Marks by one or more Affiliates); and/or (iii) regarding Participant's marketing, advertising, promotion, endorsement, sale, or other distribution of any products and/or services; provided, however, that, so long as Participant uses the TIP Marks in accordance with this Trademark Usage Policy, in no event shall Participant be required to indemnify TIP in connection with any third-party claim alleging the invalidity of the TIP Marks or any third-party claim that the TIP Marks, when used in accordance with this Trademark Usage Policy, infringe the rights of a third party.

12. Protection of TIP's Rights in the TIP Marks.

12.1 Notification of Unauthorized Use. If Participant: (i) becomes aware of any unauthorized use of the TIP Marks by a third party; or (ii) has an objectively reasonable belief that the use of the TIP Marks by a third party is not complying with the requirements for use thereof, then Participant shall promptly notify TIP in writing at support@telecominfraproject.com, and shall provide reasonable cooperation, at TIP's expense, in any enforcement of TIP's rights against such third party. The right to enforce TIP's rights in the TIP Marks rests entirely with TIP and shall be exercised in TIP's sole discretion. Participant shall not commence any action or claim to enforce TIP's rights in the TIP Marks.

12.2 Third Party Challenge. If a third party challenges any use by Participant of any TIP Marks that Participant is authorized to use hereunder, then Participant shall immediately notify TIP in writing. Unless the parties otherwise agree in a signed writing, TIP shall undertake and conduct the defense of such a challenge, and Participant shall not enter into any discussions, negotiations, or settlements, or take any other action pertaining to said challenge without the express written consent of TIP. TIP may terminate the license granted pursuant to Section 3 in the event that a challenge to use the TIP Marks is brought against any Participant and/or TIP. Participant agrees that, at the request of TIP, Participant shall immediately remove or modify all uses of the TIP Marks, in the event that a third party challenges use of the TIP Marks. Participant agrees to cooperate fully with TIP, at TIP's expense, in the event such a challenge is brought.

13. Miscellaneous.

13.1 No Assignment. Participant may not the license granted hereunder to any third party, without the prior written consent of TIP, which consent shall not be unreasonably withheld.

13.2 Relationship. No agency, partnership, joint venture, franchise, or employment relationship is created between the parties as a result of the license granted hereunder. Neither party is authorized to create any obligation, express or implied, on behalf of the other party.

13.3 No Endorsement. Participant shall make no claims or indications that TIP endorses or approves of Participant or its products or services.

- 13.4 Binding Effect. Subject to the restriction on Participant's assignment of this Trademark Usage Policy, this Trademark Usage Policy will be binding on and inure to the benefit of TIP and its successors and assigns, Participant and its Affiliates and the permitted successors and assigns of the Participant and its Affiliates.
- 13.5 Amendment. This Policy may be amended by TIP pursuant to the processes set forth in the Organizational Documents.
- 13.6 Waiver. No failure to exercise, nor any delay in exercising or invoking, any right or remedy under this Trademark Usage Policy by TIP shall operate as a waiver thereof, nor shall any single or partial exercise or invoking of any right or remedy prevent any further exercise thereof or the exercise or invoking of any other right or remedy.
- 13.7 Severability. If any term or condition of this Trademark Usage Policy is or becomes invalid or unenforceable, the validity or enforceability of any other term or condition of this Trademark Usage Policy shall not be affected, and such invalid or unenforceable term or condition shall be enforced to the maximum extent permitted by law and completed by a valid interpretation of such term or condition, which to the extent possible, achieves the original purpose of the invalid or unenforceable term or condition.
- 13.8 Equitable Relief; Cumulative Remedies. Participant recognizes and acknowledges that Participant's breach of any of its covenants, agreements, undertakings, terms or conditions hereunder will cause TIP irreparable damage, which cannot be readily remedied by monetary damages in an action at law, and may, in addition thereto, constitute a violation of TIP's trademark rights and rights under the laws of unfair competition. In the event of any breach or threatened breach by Participant, including without limitation any action by Participant (or its Affiliates) that could cause or threatens to cause some loss or dilution of TIP's goodwill, reputation, or rights in the TIP Marks, then TIP shall be entitled to an immediate injunction and/or other injunctive relief (without the posting of any bond or other security and without proving damages) in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution. The rights and remedies under this Trademark Usage Policy are cumulative and may be exercised singularly or concurrently.
- 13.9 Notices. Notices hereunder will be sent in accordance with the provisions of the Organizational Documents. Notice from TIP will be sent to each Participant's Authorized Representative of record with TIP, and Participant acknowledges that it is Participant's exclusive responsibility to keep TIP apprised of any changes to its Authorized Representative or such Authorized Representative's contact information. All liability arising directly or indirectly from a Participant's failure to update any changes to its Authorized Representative resulting in TIP's inability or delay in providing notices hereunder shall accrue exclusively to such Participant.



Schedule A – TIP Marks

Logo:

