

TIP Community Lab Policy

Effective Date: August 27, 2020

The number of TIP Community Labs formed over the past few years is sizeable and still growing all while the type of work and projects conducted within these labs expands. It has become clear that TIP requires a single cohesive and unified policy that applies to all its Community Labs and the work carried out by the TIP community within these Community Labs. This TIP Community Lab Policy (“Policy”) applies to all TIP Participants who either host a TIP Community Lab or participate in a TIP Community Lab including those TIP Participants (as defined in the TIP Bylaws) who participate in Community Lab projects, plugfests, hackathons, and any other event or activity conducted in a TIP Community Lab. TIP Community Labs may sometimes be referred to elsewhere by the type designation for the TIP Community Lab such as a TIP Product Lab, Integration Lab, Deployment Lab, or other type designations. All such labs are TIP Community Labs subject to this Policy. This Policy creates no obligations for those TIP Participants who do not host a TIP Community Lab or participate in one as set forth in this Policy.

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).

Definitions:

“Affiliate” with respect to an individual or entity means another entity that is controlled by, under common control with, or that controls such individual or entity. For purposes of this definition, “control” means direct or indirect control of more than fifty percent (50%) of the voting power to elect directors of a corporation or, for any other entity, the power to direct management of such entity.

“Background IP” has the meaning set forth in Section 5.2.

“Change of Control” has the meaning set forth in Section 3.4.1.

“CL Host Authorization Form” means the form described in Section 3.1.

“CL Participant(s)” means each TIP Participant who is granted access to a TIP CL in accordance with a CL Participant Authorization Form. CL Participants may include Project Collaborators as well as those TIP Participants entering the TIP CL for any reason including observation.

“CL Participant Authorization Form” means the form described in Section 4.1.

“Collaborator Contribution” has the meaning set forth in Section 5.2.

“Community Lab Project” or “CL Project” means any activity initiated by TIP that involves multiple CL Participants working together within a TIP CL including but without limitation, projects to test and evaluate proof of concepts or TIP Solutions (defined below), to develop Deliverables, or to provide

feedback to Project Groups. CL Projects may include plugfests, hackathons, and other similarly descriptive terms for collaborative activities conducted in a TIP CL.

“Confidential Information” means any information, whether in oral, visual, written, tangible or intangible form, that is disclosed to or learned by a party subject to this Policy related to such party’s activities involving a TIP CL (the “Receiving Party”) that is designated as confidential or that the Receiving Party knows or should reasonably know, due to the nature of the information or the circumstances under which it was disclosed, is deemed confidential by the party disclosing such information (the “Disclosing Party”), including information about TIP members and other third parties which the Disclosing Party is obligated to maintain as confidential. “Confidential Information” does not include any information that a Receiving Party demonstrates: (i) is or becomes public knowledge, in the public domain, available in public literature or otherwise generally available to the public through no failure on the Receiving Party’s part to preserve its confidentiality; (ii) is in the possession of the Receiving Party, with no obligations of confidentiality, at the time of disclosure; (iii) is disclosed to the Receiving Party without restriction on further use or disclosure by a third party who has the right to disclose it under such terms; or (iv) is independently developed by the Receiving Party without use of or reference to any of the Disclosing Party’s Confidential Information, Background IP or Work Product. Confidential Information also includes any additional information and materials that are Confidential Information pursuant to the TIP Bylaws.

“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 (i) Project Description, (ii) Vendor SOW, (iii) Host Authorization Form, or (iii) CL Participant Authorization Form.

“Developments” means inventions, discoveries, designs, creative works, original works of authorship, specifications, computer software programs (including all source and object code), algorithms, data, databases, processes, blueprints, drawings, photographs, processes, know-how, methods, techniques, trade secrets, and improvements to any of the foregoing.

“Host” means the party authorized to launch and operate a TIP CL in accordance with a CL Host Authorization Form.

“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).

“Lab Materials” has the meaning set forth in Section 4.3.1.

“Licensed Marks” has the meaning set forth in Section 3.2.

“PG Work Product” has the meaning set forth in Section 7.5.

“Project Collaborators” has the meaning set forth in Section 5.1.

“Project Description” means the description of the CL Project agreed upon in writing by all Project Collaborators in the form set forth in Exhibit C.

“Publicly Available Software” means any software code that is distributed as “free software” or “open source software” or is otherwise distributed publicly in source code form under terms that permit modification and redistribution of such software and that: (i) requires, as a condition of use, modification and/or distribution, that other software code incorporated into, derived from or distributed with such software code be (A) disclosed or distributed in source code form; (B) licensed for the purpose of making modifications or derivative works; (C) redistributable at no charge, or (ii) otherwise impose or could impose any other material limitation, restriction, or condition on the right or ability of TIP to use or distribute Deliverables as part of a Project.

“Representatives” means, with respect to a party, such party’s officers, directors, managers, employees, contractors, attorneys, or other agents or representatives. When TIP is the subject party, “Representatives” also includes TIP Participants and their Affiliates.

“PG Member” means a TIP Participant who has agreed in writing to be bound by the applicable PG Charter for the purpose of participating in the activities of the PG.

“Services” are defined in the applicable (i) Project Description, (ii) Vendor SOW, (iii) Host Authorization Form, or (iii) CL Participant Authorization Form.

“Technical Committee” the committee formed under the Technical Committee Charter which may be accessed at <https://cdn.brandfolder.io/D8DI15S7/as/qa4pt1-2mi5mg-6adfis/Technical-Committee-Charter - Telecom Infra Project.pdf> or as updated by TIP from time-to-time.

“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 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 Community Lab” or “TIP CL” means the lab operated and hosted by the applicable Host pursuant to this Policy. TIP CLs include TIP Product Lab, Integration Lab, Deployment Lab, or labs with other type designations that are licensed under the Trademark License.

“TIP Grant” means funding awarded by TIP from proceeds procured pursuant to a grant agreement entered into between TIP, the grantee, and another entity that has granted funds to TIP.

“TIP Solutions” means the performance, design or architecture requirements including any related materials developed or vetted by a TIP Project Group for a given use case.

Third Party IP” means any software or other Developments and associated IP Rights not owned by TIP, its licensors, the Host, or a CL Participant, as the context implies.

“TIP CL Contribution” means a draft Deliverable based on either (i) a contribution made by a TIP Participant to a Project Group using the PG Contribution Template which can be accessed at <https://telecominfraproject.atlassian.net/wiki/spaces/TMW/overview> or as updated by TIP from time-to-time, (ii) a Draft Deliverable developed by Contributors (as that term is defined in the applicable TIP policy or agreement including the TIP IPR Policy for Specifications, the TIP Document IPR Policy for Documents, the TIP Contribution and License Agreement for Software, and the TIP Evaluation and Feedback License for Test Materials) and approved by the Technical Committee, or other Technical Committee member designated by the Technical Committee such as an area director as a TIP CL Contribution, or (iii) a third-party developed deliverable assigned or licensed to TIP for use in the TIP CL pursuant to a separate contract between TIP and such third party, or otherwise purchased by TIP from a third party.

“TIP Software project” means a software project approved by the Board and initiated in accordance with the TIP IPR Policy.

“Trademark License” has the meaning set forth in Section 3.2.

“Vendor” means a CL Participant who participates in an activity conducted in a TIP CL including a CL Project using funds awarded to such CL Participant from a TIP Grant and further described in Section 6.1.

“Work Product” has the meaning set forth in Section 6.2.

1.0 Purpose.

The purpose of this Policy is to codify and unify a series of agreements that TIP enters with its CL Hosts, that each Host enters into with TIP Participants to grant access to the TIP CL, that TIP and each Project



Collaborator collectively enter before engaging in a CL Project, and that TIP enters with Vendors in connection with TIP CL activities.

2.0 Transition to this Policy For Those With Existing Agreements.

All TIP CL's formed and CL Projects initiated after the Effective Date shall be governed by this Policy and all TIP Participants who are Hosts or CL Participants shall be bound by this Policy in accordance with their applicable Participation Agreements with TIP.

2.1 Existing Hosts.

Unless an existing Host notifies TIP that it desires to terminate its existing CL Host agreement in accordance with the terms of its such agreement prior to the Effective Date of this Policy, such Host will operate in accordance with this Policy irrespective of any conflicts between the Host's existing CL Host agreement and this Policy, provided that if there are matters addressed in the Host's existing agreement that are not addressed in this Policy the provisions relating to those matters shall remain in full force and effect. If an existing Host does not terminate its CL Host agreement with TIP in accordance with the previous sentence, such Host is affirmatively accepting any changes introduced by this Policy.

2.2 Existing CL Participants.

Unless an existing CL Participant notifies TIP and the applicable Host that it desires to terminate its existing CL Participant agreement in accordance with the terms of such agreement prior to the Effective Date of this Policy, such CL Participant will operate in accordance with this Policy irrespective of any conflicts between the CL Participant's existing CL Participant agreement and this Policy, provided that if there are matters addressed in the CL Participant's existing agreement that are not addressed in this Policy the provisions relating to those matters shall remain in full force and effect.

2.3 Existing Vendor Agreements, CL Projects and Project Collaborators.

CL Projects initiated prior to the Effective Date shall continue to be subject to the Community Lab Collaboration Agreement (CLCA) applicable to that Project or Statement of Work applicable to such CL Project. Any existing Vendor agreements applicable to TIP CLs shall remain in effect notwithstanding the adoption of this Policy.

3.0 Host's Rights and Obligation.

3.1 Authorization. Before a Host may open its lab as a TIP CL, the Host must receive written authorization from TIP in the form included in Exhibit A to this Policy ("CL Host Authorization Form") 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 CL Host Authorization Form and agreed to in writing by the Host. Hosts who have a pre-existing CL Host agreement in effect as of the Effective Date of this Policy do not require further authorization from TIP or the execution of a CL Host Authorization Form and are bound to this Policy in accordance with Section 2.1.

3.2 Trademark License. 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. 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 TIP CL and the activities, events, services, and resources provided by or through the TIP CL.

3.3 Host’s Obligations and Restrictions

Each Host must:

- (a) Maintain its status as a TIP Participant in good-standing as set forth in TIP’s Bylaws;
- (b) Use the Licensed Marks only in accordance with the terms of this Policy and not for any purpose not expressly permitted herein or any other policy adopted by TIP and applicable to the Host’s use of the Licensed Marks without the prior written consent of TIP;
- (c) Not sublicense its rights hereunder to any individual or entity without TIP’s prior written permission;
- (d) Comply with the TIP Trademark Usage Guidelines, which may be modified by TIP from time to time, provided that the Host shall have thirty (30) days from the date of notice to comply with any modifications to the TIP Trademark Usage Guidelines;
- (e) Not use the Licensed Marks in a manner that is likely to mislead the public as to any sponsorship, affiliation, endorsement, or certification by TIP;
- (f) 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;
- (g) Use the following legend in all publications and on all materials whether electronic or paper that include the Licensed Marks: “The TIP COMMUNITY LAB @[applicable Host name]™ word mark and logo are owned by the Telecom Infra Project, Inc. (www.telecominfraproject.com)”;
- (h) Not use or display the Licensed Marks on or in connection with the marketing or sale of any products or services other than the services of the CL that are described in TIP Community Lab Program and authorized herein; and
- (i) Support and promote the CL Projects, activities and any other obligations described in the Host’s CL Host Authorization Form.

3.4 Lab Termination and Closure.

3.4.1 Termination

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 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 CL Projects are underway in the Host’s CL, without the express advance written permission of TIP.

3.4.2 Closure

Upon the effective date of termination of a Host’s CL, the Host shall:

(a) Cease use of the Licensed Marks;

(b) Cease operation of the TIP CL including prohibiting entry of any CL Participants except for those purposes expressly enumerated in this Section 3.4.2;

(c) Return or destroy all Confidential Information owned by TIP or a CL 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; and

(d) Return or destroy any Lab Materials owned by TIP or a CL Participant, 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, provided that, at the discretion of TIP or the CL Participant, as applicable, either (i) TIP or the CL Participant, as applicable, pays for any reasonable expenses incurred by the Host in returning or destroying the Lab Materials, or (ii) the Host permits TIP or the CL Participant, as applicable, to enter the TIP CL for the sole purpose of removing or destroying its own Lab Materials.

3.5 Access to the TIP CL.

No Host may permit any party (other than its employees and contractors subject to 11.2) to access or use its TIP CL unless such party is a CL Participant authorized by TIP pursuant to Section 4.1.

3.6 Host Representations, Warranties, and Covenants Concerning the Licensed Marks

3.6.1 Compliance Generally.

Each Host represents, warrants, covenants, and agrees that it will use the Licensed Marks solely as provided in this Policy and in compliance with the TIP Trademark Usage Guidelines, and that such 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.

3.6.2 Quality Standards and Maintenance

Each Host acknowledges that maintaining a high level of quality for activities and services that the TIP CL provides in order to enhance TIP's goodwill as symbolized by the Licensed Marks is the essence of the Trademark License. Accordingly, each Host covenants, represents, and warrants that it shall conduct the TIP CL's business operations, including the marketing of the TIP CL's services and the operation of the TIP CL's activities in compliance with all applicable laws and regulations and consistent with the high quality standards, specifications, and procedures consistent with those currently used by TIP. Additionally, each Host shall refrain from using the Licensed Marks in a manner that disparages, defames, or negatively portrays TIP, its mission, any of its products or services, or its members, or in any other manner that is misleading, offensive, infringing, or otherwise objectionable; or otherwise in any manner that may, in TIP's judgment, diminish goodwill in the Licensed Marks. Each Host shall promptly provide TIP with details of any complaints it has received relating to the TIP CL's services together with reports on the manner in which such complaints are being, or have been, dealt with and shall comply with any reasonable directions given by TIP in respect thereof.

3.7 Audits.

Each Host shall reasonably cooperate with TIP to facilitate periodic review of the Host's use of the Licensed Marks and continuing compliance with this Policy and the TIP Trademark Usage Guidelines. If TIP in its sole reasonable discretion, determines that any use of the Licensed Marks fails to conform to this Policy or the TIP Trademark Usage Guidelines, such non-conformance shall constitute a violation of this Policy, and TIP may, at its discretion, terminate such Host's Trademark License in accordance with this Policy and take any other action that may be available and appropriate under the circumstances.

3.8 Unauthorized Third-Party Use

Each Host shall promptly notify TIP of any unauthorized third-party use of the Licensed Marks of which such 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. No Host shall commence any action or bring any claim to enforce TIP's rights in the Licensed Marks.

3.9 Claims by Third Parties.

In the event that a third-party challenges a Host's use of the Licensed Marks, such Host shall immediately notify TIP in writing. TIP shall undertake and conduct the defense of such a challenge, and such 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 a Host may immediately terminate the Trademark License in the event that a challenge to the Licensed Marks is brought against the applicable Host or TIP. Such Host shall cooperate fully with TIP, at TIP's reasonable expense, in the event such a challenge is brought.

3.10 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) operation of the its TIP CL, (b) such Host's use of the Licensed Marks, (c) 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; 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.

4.0 Community Lab Participants

Any entity desiring access to a TIP CL or to participate in a CL Project must be a TIP Participant (as that term is defined in the TIP Bylaws. The CL Participant acknowledges and agrees that the CL Participant is solely responsible for those of its employees and contractors (subject to Section 11.2) who access a TIP CL or participate in a CL Project, and that neither TIP nor the applicable Host have any responsibility for verifying whether any individual employed by a CL Participant is indeed authorized by such CL Participant to access the TIP CL or participate in a CL Project.

4.1 Authorization and Access to a CL

TIP Participants may from time-to-time make use of a TIP CL. Any such TIP Participant must receive written authorization from TIP in the form included in Exhibit B to this Policy ("CL Participant Authorization Form") which form may be amended from time-to-time by TIP without notice. The Host may include specific restrictions or obligations related to security, safety and other issues, including training, that may be unique to physical entry and use of the TIP CL on the Host's premises on the CL Participant Authorization Form and TIP may also include additional commitments or obligations related to any activity to be undertaken by the CL Participant in the TIP CL ("Additional CL Participant Obligations"), provided that the CL Participant agrees with any such Additional CL Participant Obligations in writing and further provided that if any such Additional CL Participant Obligations conflict with this Policy, this Policy shall govern.

4.2 Voluntary Use.

Each CL Participant's use of the TIP CL is voluntary. Unless a CL Participant is participating in an active CL Project as a Project Collaborator pursuant to Section 5, the CL Participant may cease utilizing the TIP CL at any time by giving written notice to TIP and the applicable Host.

4.3 Lab Materials.

4.3.1 Provided by the CL.

Certain equipment tools, hardware, software application or other materials for use in the CL ("Lab Materials") may be available for CL Participants' use at the TIP CL; however, access to such Lab Materials is subject to availability, and any such Lab Materials may be removed or replaced at any time.

4.3.2 CL Participant's Lab Materials.

CL Participants are responsible for bringing any additional Lab Materials for their own intended use of the CL. CL Participants are solely liable for their own Lab Materials and their conduct at the TIP CL. CL Participants will ensure that their own Lab Materials will not include any viruses, "Trojan horses" or other malicious code ("Malware") and each agrees not to install any Malware on the TIP CL equipment, network or systems. Each CL Participant agrees to indemnify, defend and hold harmless the applicable Host and TIP (and their Representatives, licensees and customers) from any and all claims, losses, liabilities, damages, expenses and costs (including reasonable attorney fees) arising from or relating to (a) such CL Participant's own Lab Materials; (b) such CL Participant's actual or alleged violation of this Section 4.3.2; (c) any personal injury caused by such CL Participant's negligence, gross negligence or willful misconduct; or (d) such CL Participant's failure to comply with applicable laws, including, without limitation, all employment-related laws and export control laws. TIP or the Host, as applicable, will provide the CL Participant written notice of any such claim and TIP or the Host, as applicable, have the right to participate in the claim's defense or settlement at their own expense. A CL Participant may not settle any claim arising under this Section 4.3.2 without TIP's or the Host's (as applicable) prior written consent.

4.4 Host's Limitation on CL Use.

The Host may also impose limits on use of the TIP CL including session lengths, test types, and restrictions on equipment use. To protect the Host and other CL Participants in the TIP CL, each CL Participant must comply with all such limits and the instructions of TIP CL staff, and no CL Participant may disrupt, overload or submit harmful materials to the systems or networks of the TIP CL or otherwise interfere with its operation.

4.5 Termination of Rights to Access and Use the CL.

TIP or the applicable Host may notify a CL Participant at any time that the TIP CL is closing or has closed pursuant to Section 3.4.2. A CL Participant's access and use of a TIP CL will terminate upon 30 days written notice from either TIP or the applicable Host that the CL Participant has violated this Policy or its Additional CL Participant Obligations provided that the CL Participant does not cure such violation within the 30-day period, provided, further, that TIP or the applicable Host may terminate a CL Participant's access immediately by written notice if such violation cannot be cured. The CL Participant may, at its option, request that the Host return or destroy any of its Confidential Information or Lab Materials that remain in the TIP CL in accordance with the procedures set forth in 3.4.1(d) and (e), respectively.

5.0 Community Lab Projects and Project Collaborators.

5.1 Collaborators. TIP along with a Host and more than one CL Participant may collaborate on a CL Project within the Host's TIP CL. In connection with such CL Project TIP, the Host, and the CL Participants collaborating on the CL Project are collectively and individually referred to as "Project Collaborators."

5.2 Initiation of a CL Project. Each Project Collaborator must approve the Project Description in the form attached hereto in Exhibit C which form may be amended from time-to-time by TIP without notice which will include:

(a) identification of all contributions to be made by each Project Collaborator to the CL Project ("Collaborator Contribution"),

(b) whether the Collaborator Contribution is to be used (i) in the development of a TIP Deliverable, (ii) solely for use in the CL Project, or (iii) used in the CL Project and for some additional purpose(s), such as for example only, in the TIP CL for other CL Projects or in another TIP CL; and

(c) specify for each Deliverable whether the Deliverable is a Specification or Software (as defined in the TIP IPR Policy), Test Materials, or a Document (as defined in the TIP Document IPR Policy).

IP Rights in Collaborator Contributions used in accordance with Section 5.2(b(i)) are licensed in accordance with Section 7. If a Collaborator Contribution is used in accordance with either Section 5.2(b(ii)) or (iii), the Project Collaborator submitting the Collaborator Contribution may identify any IP Rights in such Collaborator Contribution as "Background IP." Each Project Collaborator acknowledges and agrees that such Project Collaborator has the sole responsibility for identifying its Background IP in the Project Description for each CL Project in which the Project Collaborator participates. No Background IP may be contributed to any Deliverable.

5.3 Termination of Participation in a CL Project

A Project Collaborator may terminate its participation in a CL Project prior to the expiration of the applicable CL Project upon 30-days written notice to the other Project Collaborators provided that if the termination would materially impact any remaining Project Collaborator's Services, such terminating Project Collaborator shall take commercially reasonable steps within such 30-day period to enable such

remaining Project Collaborators to perform their Services under the applicable Project Description. Any Project Collaborator may also terminate its participation in a CL Project upon thirty 30-days written notice to the other Project Collaborators if one of the other Project Collaborators materially fails to perform its obligations pursuant to the project Description, and does not cure such failure or take all reasonable steps to cure the failure if it is not a failure that can be cured within the 30-day period.

6.0 CL Participants Awarded TIP Grants (Vendors)

6.1. General

From time-to-time TIP may award a CL Participant a grant to fund the work that such CL Participant performs in one or more TIP CLs including in CL Projects (such CL Participant is referred to as a “Vendor”). In consideration for such grants, TIP requires that each Vendor to grant certain rights and undertake certain obligations in connection with the Services it provides or the Work Product it uses or develops as part of its work in the TIP CL. If the Vendor is funded to work as a Project Collaborator, the Vendor shall approve in writing the Project Description in accordance with Section 5.2 including the Addendum to the Project Description (“Vendor Addendum”) to be signed by TIP and the Vendor setting forth the schedule and amounts to be paid from the grant. Such Vendor Addendum shall be Confidential Information of TIP and shall not be shared with the other Project Collaborators. If the Vendor is funded to work in a TIP CL, but not as part of a CL Project, TIP and the Vendor shall complete and approve a statement of work (“Vendor SOW”) which is subject to the terms of this Policy.

6.2 Vendors additional grants of IPRs.

Unless otherwise specified in a Project Description or Vendor SOW, all Vendor contributions, Vendor-generated Deliverables, and other Vendor work product identified in a Project Description or Vendor SOW including all Developments (individually or collectively “Work Product”) shall be deemed “Work Made for Hire” under the U.S. Copyright Act and any other applicable copyright laws. Vendor hereby assigns to TIP its entire right, title, and interest in its IP Rights in the Work Product. Vendor will cooperate in good faith with TIP to perfect the foregoing assignments as may be requested by TIP. Vendor shall enter into written agreements with Vendor’s employees or contractors for ownership of all Work Product that are no less protective of TIP than the terms of this Policy. Vendor waives all moral rights in the assigned Work Product.

6.3 Vendors additional obligations

6.3.1 Representations, Warranties and Covenants

In addition to other representations, warranties and covenants made by CL Participants generally hereunder, each Vendor hereby represents, warrants, and covenants as follows:

- (a) For a period of three (3) months after the date of TIP’s acceptance of all Deliverables, Vendor will, at its expense and upon TIP’s written notification of a failure of performance or a defect (“Errors”), correct any identified Errors within ten (10) business days of receiving such notice.

(b) The Services and Work Product are free and clear of any claims or encumbrances and do not and will not infringe, misappropriate, or violate the rights of any third party, including without limitation contractual rights, intellectual property rights, moral rights, privacy rights, and rights of publicity.

6.3.2 Indemnification

Each Vendor shall indemnify, defend, and hold harmless TIP, the Host of the applicable TIP CL, as well as other Project Collaborators in connection with a CL Project in which the Vendor has participated, and their respective Representatives and licensees (each, an “Indemnified Party”) for, from and against any and all losses, damages, settlements, judgments, awards, penalties, costs, and expenses (including actual attorneys’ fees) incurred or suffered by any such Indemnified Party resulting from: (i) the negligent, reckless, or intentionally wrongful acts or omissions of Vendor or its Representatives; (ii) death, bodily injury, or property damage caused by Vendor’s or its Representatives’ acts or omissions; (iii) a claim which, if true, would constitute a breach of any of the representations, warranties, or covenants of Vendor under this Policy; (iv) a claim alleging that the Services or any Deliverables provided by Vendor infringe, misappropriate, or otherwise violate any third-party copyright, patent right, trade secret right, trademark right, or other intellectual property or proprietary right; (v) a claim against the Indemnified Party alleging that the Work Product or Deliverables provided by Vendor contain Publicly Available Software that have not been used in accordance with the terms associated with any such Publicly Available Software license agreement and, therefore, violate the terms of such license agreement; and/or (vi) a claim resulting from Vendor’s violation or alleged violation of any applicable law, rule, or regulation. Vendor’s obligations hereunder will include any and all losses, damages, liabilities, settlements, judgments, fines, costs, fees, interest, penalties and expenses of any nature whatsoever, including but not limited to fees and disbursements of attorneys and other professionals, whether before or after any trial, appeal or other proceeding. An Indemnified Party may, at its election, assume its own defense and settlement, at Vendor’s expense, in the event that it determines that Vendor is not adequately defending the Indemnified Party’s interests.

7.0 Intellectual Property

7.1 License for Performance of Work in a TIP CL.

Each Host and CL Participant hereby grant each other and TIP, as well as each other Project Collaborator, if collaborating as part of a CL Project, 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, and (ii) developing any Deliverables, in both cases solely as specified the applicable Host Authorization Form, CL Participant Authorization Form or Project Description.

7.2 Limited Evaluation License.

Each Host and CL Participant (other than Vendors which grant rights to TIP set forth in Section 6.2) hereby grant TIP a worldwide, perpetual, irrevocable, fully-paid up, royalty-free, sublicensable, transferable license under its IP Rights in its contributions, including Collaborator Contributions, but 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 D. 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 Project Groups in accordance with Section 7.7.2. Each Host and CL Participant further grant TIP the right to sublicense their Test Materials Contributions to such Project Groups solely for the purpose of revising the Test Materials and licensing any revised Test Materials under the E&F License.

7.3 Limited Copyright Assignment for Test Material Contributions.

Except for any Publicly Available Software or Third Party IP, each Host and CL 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 7.3 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 Host and CL Participant agrees to reasonably cooperate with TIP to perfect the foregoing assignment upon TIP’s written request, provided TIP reimburses such Host or CL Participant, as applicable, for reasonable expenses required to perfect such assignment.

7.4 Rights in Documentation Developed for TIP’s Use.

Each applicable Host and CL 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.

7.5 TIP Specifications and Software.

To the extent that any Deliverables developed in a TIP CL include 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 Host and CL 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.

7.6 Publicly Available Software and Third Party IP.

Each Host and CL 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 Host or CL Participant, as applicable, in the development of such Deliverables. To the extent that any Third Party IP is incorporated in any Deliverable by a Host or CL Participant, the applicable Host or CL 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 Project

Collaborators, 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.

7.7 TIP IPR Contributions.

7.7.1 TIP CL Contributions for use in a CL Activity.

In some situations, a Host Authorization Form, a CL Participant Authorization Form, a Project Description or a Vendor SOW may identify certain materials other than software which is subject to Section 7.7.3 to be submitted by TIP in connection with an activity to be conducted in a TIP CL. Such materials must satisfy the requirements in the definition of TIP CL Contribution as set forth in this Policy. If the materials do not constitute a TIP CL Contribution, the applicable materials must be identified as being submitted by the Host or CL Participant(s) who developed such materials.

7.7.2 TIP CL Deliverables Contributed to Project Groups.

Deliverables developed pursuant to this Policy may be contributed to one or more Project Groups by TIP for evaluation, revision, or finalization by such Project Groups. In such situations, TIP will only authorize a CL Participants who is a PG Member to participate in the development of such Deliverable under this Policy.

7.7.3 TIP Software Contributions

If TIP is identified as supplying any software under a Host Authorization Form, a CL Participant Authorization Form, a Project Description or a Vendor SOW, the software must be Software developed within a TIP Software Project or software that has been assigned or otherwise purchased by TIP because the software is COTS or TIP has contracted with a third party to purchase the software or develop it for TIP.

7.8 No Implied Grants.

Only the rights granted pursuant to the express terms of this Policy will be of any legal force or effect. No other rights shall be created by implication, estoppel or otherwise.

8.0 Confidential Information.

8.1 Non-Use and Non-Disclosure.

A Receiving Party shall not: (i) use the Confidential Information for any purpose whatsoever other than as authorized under this Policy, or (ii) disclose the Confidential Information to any third party except with the Disclosing Party's prior written permission, except that TIP, a Host or a CL Participant, as applicable, may disclose such Confidential Information to its Representatives who have a bona fide need to know such information to assist with carrying out such purpose authorized under this Policy, provided that such Representatives have agreed in writing or are otherwise legally bound to restrictions on use

and disclosure of such Confidential Information consistent with the terms of this Policy. Each Receiving Party agrees to take reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. A Receiving Party shall promptly notify the Disclosing Party of any actual or suspected unauthorized use or disclosure of such party's Confidential Information and shall cooperate with the Disclosing Party in the investigation or remediation of such unauthorized use or disclosure. To the extent there is a conflict between this Section 8.1 and Section 16.2 of the TIP Bylaws, Section 16.2 of the TIP Bylaws shall control.

8.2 Disclosure Required by Law.

This Section 8.2 will not be construed to prohibit disclosure of Confidential Information to the extent required by law or valid order of a court or other governmental authority; provided, however, that prior to disclosure, the Receiving party shall first give prompt written notice to the Disclosing Party sufficiently in advance to permit the Disclosing Party to contest the subpoena or other required or requested disclosure and/or seek a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued; and provided further that the Receiving Party shall provide the Disclosing Party with reasonable assistance with any such action.

8.3 Return of Materials.

A Disclosing Party's may request that a Receiving Party promptly return to the Disclosing Party or destroy, at the Disclosing Party's election, all materials (including all copies and back-ups in all forms and media) that contain, relate to, or constitute Confidential Information, the Receiving party has in its possession or control, and shall promptly certify such return or destruction to the Disclosing Party, provided that such request is not made during a CL Project in which such materials are being used by other Project Collaborators. In addition to the foregoing, TIP may request that a Receiving Party return or destroy, at TIP's election, all materials (including all copies and back-ups in all forms and media) that contain, relate to, or constitute TIP's Background IP, PG Work Product, or Deliverables, including without limitation partially completed Deliverables that such Receiving Party has in its possession or control, and shall promptly certify such return or destruction to TIP as applicable, in writing.

9.0 Publicity and Promotional Materials.

TIP may publish and promote information pertaining to any TIP CL including the identity of the Host and a general description of the work being conducted in the TIP CL including any CL Projects provided that the foregoing does not disclose Confidential Information of any party. Except as expressly provided in the preceding sentence, neither TIP, a Host nor any CL Participant may release a joint press release or other promotional materials ("Publicity Materials"), including the name of any party or its role in a CL Project or other work conducted in a TIP CL without such party's written consent, which consent shall not be unreasonably withheld or delayed. For the avoidance of doubt, any Publicity Materials identifying a lab as a TIP Community Lab requires TIP's advance written approval pursuant to this Section 9. Each CL Participant and Host agrees that TIP may capture images including video of CL activities in which such parties participate where personnel or equipment may be shown. Unless such images disclose

Confidential Information of the Host or CL Participant, as applicable, each Host and CL Participant hereby agree that TIP is authorized to publish and use such images for promotional purposes.

10. Disclaimers, Limitation on Liability.

10.1 Warranty Disclaimer For Licensed Mark.

TIP 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. TIP DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS ARISING FROM CUSTOM OR TRADE USAGE OR FROM COURSE OF DEALING OR PERFORMANCE.

10.2 Limitation on Liability

EXCEPT FOR ANY OBLIGATION TO INDEMNIFY TIP HEREUNDER, 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.

11. Miscellaneous.

11.1 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.

11.2 Contractors.

Neither the Host nor any CL Participant shall use contractors to perform any of the Services for which such Host or CL Participant is responsible without TIP's prior written approval. The Host and each CL Participant shall remain directly liable to TIP and other Project Collaborators, if any, for all acts and omissions of their respective contractors and their compliance with this Policy.

11.3 Conflicts, Order of Precedence.

In the event that a provision of this Policy conflicts with a provision of a TIP Organizational Document, 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 Host Authorization Form, a CL Participant Authorization Form, a Project Description or a Vendor SOW, the provision herein shall control.

11.4 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 Bylaws.

11.5 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 Agreement.

Exhibit A

CL Host Authorization Form

TIP hereby authorizes the undersigned party to serve as a TIP Community Lab Host (“Host”), provided that such Host remains in compliance with TIP Community Lab Policy and performs the following additional obligations in connection with the Host’s operation of the TIP Community Lab and its participation in TIP Community Lab Projects hosted in the Community Lab. The Host hereby acknowledges and agrees that it has reviewed the TIP Community Lab Policy (the “TIP CL Policy”) posted online at [] and that it hereby agrees to be bound by the TIP CL Policy as a “Host” as defined therein.

Additional Obligations (if any):

<<TIP to insert additional obligations, commitments or duties including the development of any Deliverables that the Host may be obligated to develop for TIP, separate and apart from Deliverables identified in a Project Description in connection with a CL Project to be hosted in the CL. >>

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

Authorization by:

TIP

<signature block>>

Agreed and Accepted:

Host

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

Exhibit B

CL Participant Authorization Form

TIP hereby authorizes <<name of Host>> to grant access to the undersigned party (the “CL Participant”) to the <<name of TIP CL>>, provided that the Participant remains in compliance with TIP Community Lab Policy and any additional obligations or restrictions required by TIP or the Host and listed below. The Participant hereby acknowledges and agrees that it has reviewed the TIP Community Lab Policy (the “TIP CL Policy”) posted online at [] and that it hereby agrees to be bound by the TIP CL Policy as a “CL Participant” as defined therein. The <<name of Host>> agrees to grant the undersigned Participant access to the <<name of the TIP CL>> subject to the Participant’s agreement to the Additional Obligations and Restrictions listed below.

Additional Obligations and Restrictions (if any):

<<TIP to include any specific Deliverables the Participant is to develop from its work in the CL for TIP, and not otherwise part of a CL Project described in a Project Description>>

<< Host to Insert any lab-specific restrictions and/or obligations to ensure proper security, safety, or other issues that may be unique to the physical entry and use of the lab facility>>

Any amendments to this CL Participant Authorization Form requires the written consent of TIP, the Host and the CL Participant.

Authorization by:

TIP

<signature block>>

Agreed and Accepted:

Host

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

Participant

<<signature block for Participant’s Authorized Representative including address on file with TIP. Notice address.>>

Exhibit C

Form of Project Description

1. Name of Project: <<Include a unique name to identify this project>>
2. TIP Community Lab: <<Identify applicable CL along with name, location and contact info for person responsible for the lab facility>>
3. Collaborators: <<Include a list of all Collaborators including the CL Host and TIP along with individual Representatives who will be involved>>
4. Project Lead: <<Name and contact info for person responsible for the Project who should also be the person responsible for the contents of the completed Project Description >>
5. Term of Project. The Term of this Project Description will commence on <<the Effective Date>> and unless otherwise terminated earlier in accordance with the TIP Community Lab Policy, will terminate on <<date>>.
6. Description of Services. <<Describe what each Collaborator will be doing and how they will work together. Use exemplary table format below and indicates that a party is responsible for the task, alone or with others, including which party is accountable for the task>>

The following Services are subject to the TIP Community Lab Policy.

Activity	TIP	Host	Project Collaborator 1	Project Collaborator 2	Project Collaborator N
Task 1					
Task 2					
Task N					

7. Description of Deliverables/Contributions and Schedule. <<Add in all work product to be developed for TIP. Include who is contributing to the work product and any work product to be iterated on between the project and the applicable PG(s). Be sure to include any dependencies. See exemplary table below. >>

The following Deliverables and Contributions are subject to the TIP Community Lab Policy.

Description	Schedule	TIP	Host	PC 1	PC 2	PC N
Contribution 1	<<date>>					
Contribution 2	<<date>>					
Contribution N	<<date>>					

Deliverable 1	<<date>>					
Deliverable 2	<<date>>					
Deliverable N	<<date>>					

8. Collaborator Background IP. <<Each party to the CL Project lists its Background IP (if any) such as proprietary products/equipment or software they are bringing to conduct the project. No IP being contributed to a Deliverable identified in Section 7 may constitute Background IP (unless it is TIP’s Background IP)>>

The following lists set forth each Project Collaborator’s Background IP subject to the TIP Community Lab Policy:

9. Intellectual Property Rights <<For each TIP Deliverable (all should be listed in Sec. 7), list the type of Deliverable (see Definition in Policy) and which TIP IPR Policy applies, or if it is Background IP of a Collaborator then the contribution is a “Project Contribution” that is either (i) only used for this project and not for any subsequent purpose or (ii) used in this project and licensed by the Collaborator for subsequent purposes (e.g., in other labs, field trials, or within PGs). The terms for Background IP must be supplied by the Collaborator>>

In accordance with the TIP Community Lab Policy, each Project Collaborator agrees to grant the licenses and other rights in accordance with the table below.

Description of Deliverable or Contribution	Type of Deliverable or Project Contribution	IPR Treatment
Contribution 1		
Contribution 2		
Contribution N		
Deliverable 1		
Deliverable 2		
Deliverable N		

10. Acceptance Criteria and Process. <specify or state that there are none. Criteria should be sufficient to ascertain whether each Collaborator did what was expected.>>

Each Project Collaborator hereby acknowledges and agrees that it has reviewed the TIP Community Lab Policy (the “TIP CL Policy”) posted online at [] and that it hereby agrees to be bound by the TIP CL Policy as a “Project Collaborator” as defined therein.

Any amendments to this Project Description require the written consent of each Collaborator.

Approved and Agreed by: <add signature lines for TIP, Host, and each other Collaborator>>

EXHIBIT C (continued)

Addendum 1, 2, ... [separate addendum for each Vendor] to the Project Description

Payment Terms

This Addendum is TIP CONFIDENTIAL INFORMATION.

<<include payment terms, if any, including schedule for payments>>

Exhibit D

Form of TIP Evaluation and Feedback License (E&F License)

This Evaluation and Feedback License (“License”) is between the Telecom Infra Project, Inc. (“TIP”) and the entity that exercises the grant of rights under this License (hereafter “You”).

The Test Materials identified below are being licensed to You solely for testing and evaluation purposes as set forth in this License. Such testing and evaluation is permissible only by:

- (i) TIP Project Groups and their respective Contributors (as defined in the TIP IPR Policy) to aid in the development of TIP Final Specifications, Software (as those terms are defined in the TIP IPR Policy) and other deliverables developed by the Project Group (“TIP Solutions”);
- (ii) CL Participants utilizing a TIP CL to test or evaluate TIP Solutions 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 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.

Any commercial use of the Test Materials, in whole or in part, including any distribution, regardless of whether fees or royalties are charged in connection with the distribution, is expressly prohibited and is not within the scope of this License.

In consideration for this License, TIP requests that You provide TIP, its Project Groups, or its Community Labs, as applicable, commentary about the results of your use of the Test Materials under this License (“Results”). Also, at Your sole discretion, You and individuals authorized by You may also provide detailed technical findings regarding the results of your evaluation and any suggestions, input, or other feedback you may have based on Your testing or evaluation which you expect may be incorporated into any TIP project (“Feedback”). You agree that TIP, its Project Groups, and its Community Labs, as applicable, are free to reproduce, modify, use, distribute, display, publish, and further sublicense (through multiple tiers of sublicensees) Your Results and Feedback including any intellectual property or proprietary rights embodied in such Feedback without restriction and without any compensation or accounting to You.

Disclaimer. THE TEST MATERIALS ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. WITHOUT LIMITATION, THERE IS NO WARRANTY OF NON-INFRINGEMENT, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTY OF ACCURACY. ALL WARRANTIES ARE EXPRESSLY DISCLAIMED. YOU ASSUMES THE FULL RISK OF USING THE TEST MATERIALS.

August 27, 2020



Limitation of Liability. UNDER NO CIRCUMSTANCES WILL TIP, ITS PROJECT GROUPS, COMMUNITY LABS, OR THEIR LICENSORS OR COLLABORATORS (“TIP PARTIES”) BE LIABLE 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.

Test Materials: <<List all applicable test materials being made available pursuant to this license>>