

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

Effective Date: January 1, 2024.

This Agreement is between Telecom Infra Project, Inc. , a Delaware non-profit corporation ( “TIP”) and the undersigned Applicant (as defined herein). This Agreement describes and sets forth the terms, conditions, obligations, and benefits of participating in TIP as a General Participant. This Agreement comprises and includes: (i) the General Participant Application Form/GPAF; (ii) the Standard Terms and Conditions for TIP General Participants as set forth in Section 2 herein; (iii) any and all definitions as set forth in Section 1 herein or in the GPAF; and (iv) any documents incorporated by reference herein or in the GPAF; as any of the forgoing may be amended from time to time or at any time by TIP.

### AGREEMENT

#### 1. Definitions

Capitalized terms used herein but not defined below shall have the meaning ascribed to them in TIP’s Organizational Documents or in the GPAF.

“**Acceptance Date**” has the meaning set forth in Section 2.2(c) herein.

“**Account Administrator**” means the individual designated as Applicant’s account administrator on Applicant’s GPAF to be responsible for assigning individuals to specific account roles, managing their organization’s Project Group participation, verifying, at least annually and at such other times as TIP may request, the employment status and information of Applicant’s employees participating at TIP, managing the overall membership account setup, and for ensuring the contact information for the Applicant’s Authorized Representative(s), Legal Notice Designee(s), Account Administrator and Billing Contact are up to date.

“**Affiliate**” or “**Affiliates**” means any entity that is controlled by the subject party. For purposes of this Agreement, “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.

“**Annual Dues**” means the dues to be paid to TIP as set forth in the GPAF and otherwise pursuant to this Agreement and any of the Organizational Documents.

“**Applicant**” means the entity applying to be a General Participant in TIP, including all of Applicant’s Affiliates, as such term is defined herein. For purposes of this Agreement, Applicant includes both existing Participants of TIP and companies or individuals applying for new membership with TIP.

“**Authorized Representative**” means the individual designated as Applicant’s authorized representative on Applicant’s GPAF, and includes any meaning ascribed in TIP’s Bylaws.

“**Bylaws**” mean the bylaws of Telecom Infra Project, Inc.

“**General Participant**” has the meaning set forth in the Bylaws

“**GPAF**” means Applicant’s General Participation Application Form.

“**Initial Participation Period**” or “**IPP**” has the meaning set forth in Section 2.3 herein.

“**Organizational Documents**” mean TIP’s Certificate of Incorporation, Bylaws, Antitrust Guidelines, Trademark Usage Policy, Intellectual Property Rights Policy, Intellectual Property Rights Policy, the Document IPR Policy, Document IPR Policy, all other intellectual property-related policies, and any and all other policies, guidelines, licenses, or procedures promulgated by TIP in effect from time-to-time, including without limitation any and all rules or directives, and any amendments to any of the foregoing duly adopted by the Board of Directors from time to time or at any time.

“**Participant**” has the meaning set forth in the Bylaws.

“**Participation Term**” has the meaning set forth in Section 2.3 herein.

“**TIP**” has the meaning set forth above.

## 2. Standard Terms and Conditions for TIP General Participants

2.1 By submitting and signing a completed General Participant Application Form:

(a) Applicant is hereby requesting to be admitted as a General Participant ; and

(b) Applicant, on behalf of itself and its Affiliates, hereby consents to and agrees to be bound by this Agreement, including without limitation: the Standard Terms and Conditions for General Participants as set forth in this Section 2 of this Agreement, and all of the terms and conditions in all of TIP's Organizational Documents, as in effect on the Acceptance Date and as may be amended from time to time thereafter; and

(c) Applicant acknowledges that it has received copies of, and that Applicant is deemed to have reviewed and approved, all Organizational Documents prior to its execution of this Agreement. In addition, the Applicant and the Authorized Representative submitting Applicant's GPAF and agreeing on Applicant's behalf to this Agreement (including without limitation the Standard Terms and Conditions for TIP General Participants in this Section 2) warrants that such Authorized Representative has all requisite authority to act for and on behalf of, and to bind, the Applicant to this Agreement.

2.2 The Agreement shall not be binding on TIP, and will not be deemed to be accepted by TIP, unless and until: (a) TIP receives Applicant's completed GPAF, which includes Applicant's acknowledgement and agreement to the terms and conditions hereof; (b) TIP accepts Applicant's request for participation, as evidenced by communication from TIP confirming such acceptance; and (c) TIP receives payment in full of Applicant's Dues . Upon satisfaction of Sections 2.2 (a) to (c) above, and not until such satisfaction, the Agreement will constitute a binding agreement between TIP and the Applicant automatically and without further action (the date of satisfaction of Sections 2.2 (a) to (d) hereinafter referred as the "**Acceptance Date**").

2.3 The following governs the Participation Term of each Applicant and Participant of TIP:

(a) For Applicant's that are not Participants of TIP as of January 1, 2024, Applicant's initial participation period shall be from its Acceptance Date until December 31 of the same year (the "**Initial Participation Period**" or "**IPP**"). For Applicant's that are existing Participants of TIP as of January 1, 2024, such Applicant's IPP shall begin on the renewal date of its then existing General Participation Agreement and continue until December 31, 2024. Dues for the Initial Participation Period shall be prorated based on the month of Applicant's Acceptance Date, and invoiced as set forth in Section 2.4.

(b) In all cases, upon expiration of the Initial Participation Period the following shall apply: (i) this Agreement will, unless terminated earlier by either Party in accordance with the Bylaws, automatically renew for successive one-year Participation Terms (the "**Renewal Participation Period(s)**"), each beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>; and (ii) for clarity and the avoidance of doubt, the Participation Term for all TIP Participants shall thereafter be on a year-to-year basis, beginning January 1st and expiring December 31st.

(c) For purposes of this Agreement, the term “**Participation Term**” means: (i) the Initial Participation Period as defined above; and (ii) any and all Renewal Participation Periods thereafter.

#### 2.4 Invoicing; Payment Terms.

a. New Applicants. New Applicants will be invoiced within a commercially reasonable period of time following acceptance by TIP of Applicant’s GPAF according to Section 2.2(b) above. Invoices for new Applicants are due and payable upon receipt.

a. Existing Participants. Organizations that are a TIP Participant as of January 1, 2024 will be invoiced on the expiry date of its then-current Participation Term. TIP may request the Participant provide updated gross annual revenue information, and Participant agrees to provide such updated information to TIP in a timely manner to enable TIP to prepare an invoice for the appropriate amount of Annual Dues. If such information is not provided to TIP, TIP may modify Participant’s Annual Dues classification based on publicly-available information. All invoices are due and payable within forty-five (45) days of issuance.

2.5 Applicant agrees that, once accepted by TIP, the applicable Annual Dues are incurred and nonrefundable for any reason, including withdrawal by Applicant as a Participant of TIP or due to any other termination of this Agreement.

2.6 The following terms and conditions govern all new or amended Organizational Documents of TIP:

(a) New or amended Organizational Documents duly adopted by TIP at any time after the Acceptance Date shall be binding on each Participant and its Affiliates as of the effective date of such new or amended Organizational Document ( the “**Amended Organizational Document Effective Date**”).

(b) Within a reasonable period prior to the Amended Organizational Document Effective Date, TIP will distribute the new or amended Organizational Documents to Applicant’s Authorized Representative, and such delivery to such Authorized Representative shall constitute TIP’s delivery of the same to the Applicant.

(c) To avoid being bound by any such new or amended Organizational Document, the Applicant must terminate its participation in TIP as a Participant by providing its written notice of such termination at least 15 days prior to the Amended Organizational Document Effective Date, and in accordance with Section 13.8(2) of the Bylaws.

2.8 For the avoidance of doubt, if an Applicant seeks to avoid being bound by provisions in an Organizational Document which solely govern a particular Project Group (each a “**TIP Group**”) the Applicant can either: (a) terminate its participation in TIP as a Participant under Section 13.8 of the Bylaws; or (b) in the alternative, elect to not participate in the applicable TIP Group (the “**Excluded TIP Group(s)**”) by providing the Secretary of TIP with written notice of such election ( “**Election Not to Participate in an Excluded TIP Group**”). Upon receipt by the TIP Secretary of the Applicant’s Election Not to Participate in an Excluded TIP Group, such Applicant

shall thereafter not be permitted to join or otherwise participate in any of the activities of the applicable Excluded TIP Groups.

2.9 It is the Applicant's responsibility to keep TIP updated as to the correct contact information, e.g. physical and email address, for its Authorized Representative and all other individuals Applicant designates for specific roles listed on its GPAF. Applicant shall update the contact information for Applicant's Authorized Representative and other specifically designated roles by sending a notification containing such updated information to [support@telecominfraproject.com](mailto:support@telecominfraproject.com).

2.10 The following terms and conditions govern all amendments to this Agreement:

(a) Amendments to this Agreement ("**Amendments to this Agreement**") as approved by the Board of Directors shall be binding on each Participant and its Affiliates as of the effective date of such amendments ( the "**Amended Agreement Effective Date**").

(b) Within a reasonable period prior to the Amended Agreement Effective Date, TIP will publish any Amendments to this Agreement approved by the Board of Directors on the TIP website and will distribute such Amendments to this Agreement to the Applicant's Authorized Representative, and such delivery to such Authorized Representative shall constitute TIP's delivery of the same to the Applicant .

(c) To avoid being bound by any such Amendments to this Agreement, the Applicant must terminate its participation in TIP as a Participant by providing its written notice of such termination at least 15 days prior to the Amended Agreement Effective Date, and in accordance with Section 13.8(2) of the Bylaws.

2.11 In addition to the provisions in Section 13.8 of the Bylaws governing termination of this Agreement, TIP may also terminate this Agreement for breach upon thirty (30) days written notice to the breaching Participant unless the breach is cured within the 30-day period or if the breach cannot be cured within such period, the Participant takes all material steps to cure.

2.12 Limitation of Liability. UNDER NO CIRCUMSTANCES WILL TIP BE LIABLE TO ANY PARTICIPANT OR ITS AFFILIATES UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY INCIDENTAL INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY COMMERCIAL OR ECONOMIC LOSSES, WITHOUT LIMITATION, INCLUDING AS A RESULT OF PRODUCT LIABILITY CLAIMS, LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. THE FORGOING PROVISIONS OF THIS SECTION 2.12 ARE IN ADDITION TO, AND DO NOT LIMIT IN ANY WAY, ANY OF TIP'S WAIVER OF WARRANTIES OR TIP'S LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THE BYLAWS.

2.13 Any claim or dispute arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware, without regard to principles of conflict of laws and otherwise as set forth in the Bylaws.

2.15 In this Agreement, and in all TIP Organizational Documents, policies and, procedures governing a Participant’s activities within TIP, and the like, all references to a “General Participant” or an “Affiliate” of a General Participant shall be interpreted to adopt the definition of Affiliate as set forth in this Agreement, and not as set forth in the Bylaws. All references to Affiliate that are not directly relating to a General Participant, e.g. references to Affiliates of a Sponsor Participant, shall be interpreted under the definition of Affiliate as set forth in the Bylaws.

2.16 Except for the use and application of the term “Affiliate” in this Agreement, in the event of a conflict between or among any of the Organizational Documents, the order of precedence shall be the then-current versions of each of the Certificate of Incorporation, the Bylaws, the Intellectual Property Rights Policy, the Document IPR Policy, this Agreement, and then any other Organizational Documents.