



TELECOM INFRA PROJECT

**Telecom Infra Project, Inc.
First Amended and Restated Intellectual Property Rights Policy**

TIP Board of Directors Approval Date: August 28, 2024

IPR Policy Effective Date: October 14, 2024

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1. Introduction

The Telecom Infra Project, Inc. ("TIP") has adopted the following First Amended and Restated Intellectual Property Rights Policy ("IPR Policy") in accordance with the Bylaws of Telecom Infrastructure Project, Inc., (the "Bylaws").

This First Amended and Restated Intellectual Property Rights Policy incorporates the terms and conditions of previous TIP policies and agreements that addressed intellectual property, including without limitation the TIP Document IPR Policy, the Supplemental copyright policy, the Test Materials Policy, and the TIP software contribution and license agreement.

This IPR Policy describes the various IPR provisions, including for example licensing grants, regimes, and commitments required of TIP Participants. The IPR treatment for all TIP Deliverables is set forth in the PG Charters. Participants should note that not all provisions described in this IPR Policy will apply to all Deliverables of a particular PG.

2. Effectiveness of this Policy; Relation to previously adopted Policies

This IPR Policy is effective as of the IPR Policy Effective Date set forth above, and prospectively supersedes all terms, conditions, and provisions set forth in the Telecom Infra Project Intellectual Property Rights Policy (as adopted Friday May 27, 2016), the TIP Supplemental Policy on Copyright Options for Specifications, the TIP Document IPR Policy, the TIP Software Contribution and License Agreement, the Telecom Infra Project Trademark Usage Policy, and the TIP Supplemental IPR Policy for the Development and Use of Test Materials.

Prior to the effective date of this IPR Policy, TIP maintained several separate but related policies governing TIP's intellectual property as well as describing the IPR treatment of TIP Deliverables. The table below sets forth the mapping of TIP's previous intellectual property policies and this IPR Policy.

Title	Relevant Sections of First Amended and Restated Intellectual Property Rights Policy
Telecom Infra Project Intellectual Property Rights Policy	5, 6, 7, 8, Exhibit C, Exhibit D
TIP Supplemental Copyright Policy on Copyright Options for Specifications	Exhibit E
TIP Document IPR Policy	4, 8, Exhibit A, Exhibit B
TIP Software Contribution and License Agreement	Exhibit C
Telecom Infra Project Trademark Usage Policy	7, 8
TIP Supplemental IPR Policy for the Development and Use of Test Materials	Not present

3. Terminology and Definitions

Capitalized terms herein shall have the meaning ascribed to them below. Any undefined capitalized terms used herein have the meaning set forth in the Bylaws, the TIP Sponsor Participation Agreement, the TIP General Participation Agreement (the "**TIP Participation Agreements**"), the Project Group Procedures ("**PG Procedures**"), or TIP's other Organizational Documents, and are incorporated herein by reference as if fully set forth below. In the event of a conflict between defined terms or other terms and conditions, the following order of precedence governs: (1) this IPR Policy; (2) the Bylaws; (3) the TIP Participation Agreements; (4) the TIP Project Group Procedures document; (5) other Organizational Documents.

Affiliate: Has the meaning set forth in TIP's Bylaws.

Authorized PG Member: A PG Member possessing all power and authority to make a Contribution on behalf of its PG Participant.

Board: The Board of Directors of the Corporation.

Contribution: A proposal made by an Authorized PG Member for inclusion in a Deliverable. Contributions may be proposals that result in a new Draft Deliverable, e.g. as the starting point for a new Draft Deliverable or a revision to an existing Final Deliverable, or modification/revision to an existing Draft Deliverable. Contributions do not include responses to requests for information such as that contained in a Statement of Compliance. Submission of Contributions must be made in accordance with the TIP PG Procedures. Contributions to software development projects within a TIP PG are governed by **Section 5** herein.

Contributor: Has the meaning set forth in the Bylaws.

CLA: The TIP Software Contribution License Agreement, set forth in **Exhibit C**.

Deliverable(s): Documents, Specification, Software, or other artifacts generated in collaboration among PG Participants as part of a Project Group and as defined in the Project Group Charter.

Developments: 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.

Document: A PG Deliverable that is neither a Specification nor Software.

Draft Deliverable: A preliminary version of a Deliverable.

Final Deliverable: A Draft Deliverable that has been approved as "Final" by the Board, or such Administrative Committee delegated such approval authority by the Board.

Included Contribution: Term defined in **Section 4.3**.

IP Rights: 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).

Maintainer: Term defined in **Section 5.1**.

PG Members: Individuals representing a PG Participant within a PG.

PG Participants: TIP Participants who have agreed to the PG Charter. Each PG Participant is a “Contributor” as that term is used in the Bylaws.

Software: A set of instructions, data or programs used to operate computers and other devices and execute specific tasks. Software is a generic term used to refer to applications, scripts and programs that run on a device.

TIP Marks: All trademarks, service marks, business names, or logos, whether registered or common law, owned by TIP, excluding any of the foregoing which the Board or an officer of TIP specifically excludes from the terms of this IPR Policy.

Third Party IP: Any copyrighted works, patented or patentable invention, or trade secrets (including information or materials subject to a non-disclosure agreement) owned or controlled by an entity other than the Contributor making the Contribution.

TIP Participant: An entity that has agreed to the terms of TIP’s Sponsor Participation Agreement or TIP’s General Participation Agreement as such may be amended from time-to-time.

4. Documents

- 4.1. **Development License for Contributions.** Any Contributor may propose a written contribution for incorporation into a Document (“**Document Contribution**”). Such Contribution may be in written or electronic form and may represent modifications to an existing Document. Each Contributor hereby grants a royalty-free, fully paid-up, worldwide license under its intellectual and proprietary rights in its Contribution to copy, modify, distribute, display, and otherwise use the Contribution solely to enable TIP, its Project Groups, its Committees, or its Board of Directors, as may be applicable, to develop the Document, solely for the period from the time of Contribution until either (a) the applicable Document has been approved as a Final Document, or (b) work on the Document has ceased for a period of 12 months during which no material changes or additions to such Document have been made by TIP, its Project Groups, its Committees, or the Board, as applicable.
- 4.2. **Non-Disclosure.** All Draft Documents shall be treated as TIP Confidential Information pursuant to the Bylaws and as otherwise set forth in TIP’s PG Procedures or other Organizational Documents. Each Participant agrees that prior to publication of any Document, such Participant will not disclose such Document to any third party and will treat such Document in accordance with the Bylaws. All Draft Documents shall include the legal notice set forth in **Exhibit A**.
- 4.3. **Grants to Included Contributions in Documentation.** If a Contribution is incorporated, in whole or in part, in modified or unmodified form, into a Draft Document (“**Included Contribution**”), the applicable Contributor hereby agrees to license its copyright interests in its Included Contribution incorporated in the corresponding Final Document to TIP with the sole right to sublicense such Included Contribution pursuant to the TIP Document License attached hereto as **Exhibit B**. TIP, at its sole discretion, may choose to Release a Final Document under the TIP Document License or under no license with the legend set forth for Final Documents in **Exhibit A**. Subject to **Section 4.2**, each Contributor hereby agrees that its Included Contributions are not Confidential Information.

- 4.4. **Limited Copyright Assignment.** Except for any Third Party IP incorporated in its Included Contribution, each Contributor agrees to assign to TIP a joint and undivided copyright interest in its Included Contribution solely to the extent that such assignment is required by TIP to enforce the TIP Document License with regard to unauthorized use of the Document, and TIP will not exercise its rights in such assigned copyright interests in the Included Contribution except for the sole purpose of pursuing the relevant enforcement activities. Neither TIP nor any Contributor shall have any duty to account or seek permission from any other party in order to exploit the assigned Included Contribution. Each Contributor agrees to reasonably cooperate with TIP to perfect the foregoing assignment upon TIP's written request, provided that TIP reimburses such Contributor for reasonable expenses required to perfect such assignment.

5. Software.

- 5.1. **Software Projects.** In connection with a Draft Specification or otherwise, TIP, via a TIP PG and as set forth in the TIP PG's Charter, may elect to steward a software development project. In such case, the Board will appoint a head maintainer for the project (the "**Maintainer**"). The Maintainer will coordinate the Contributions of Contributors, the hosting of the software project, and handling of pull requests. The Maintainer will determine practices for releases of updates. The Maintainer will propose a license to apply to the Software. The Board shall approve all such license proposals so long as they meet the requirements of this IPR Policy. If the Maintainer resigns or is removed, the Board will appoint a new Maintainer. The Board may remove a Maintainer by majority vote in accordance with the Bylaws. The Board may delegate its appointment and approval authority described in this Section 5.1 to an Administrative Committee.
- 5.2. **Software Licensing.** Each Project group developing software must select either the standard 3-clause BSD license (the form of which is available at <https://opensource.org/license/bsd-3-clause/>), a BSD license plus patent grant (the form of which is available at <https://opensource.org/license/bsdpluspatent/>), or a limited copyright-only license for the outbound license terms associated with such software. Contributions to a software by Participants must be made under the CLA and/or the Developer Certificate of Origin (included herein as **Exhibit C**), as determined by the Maintainer at the outset of the creation of such software project and as set forth in the PG Charter.

6. Specifications.

- 6.1. **Definitions applicable to Specifications:**
- 6.1.1. "Compliant Implementation" means any system, device, method or operation (whether implemented in hardware, software or combinations thereof) that fully conforms to a Final Specification.
- 6.1.2. "FRAND License" has the meaning ascribed to it in **Section 6.3.2**.
- 6.1.3. "Necessary Claim" or "Necessary Claims" means claim(s) of a patent or patent application throughout the world that (a) are owned or controlled by a person or entity or its Affiliates now or at any future time; and (b) are necessarily infringed by implementing Normative Portions of the Final Specification within the bounds of the Scope, wherein a claim is necessarily infringed only when there is no non-infringing alternative for implementing one or more Normative Portions of the Final Specification within the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary Claims

do not include any claims: (i) other than those set forth above, even if contained in the same patent or patent application as Necessary Claims; or (ii) that, if licensed, would require consent from, and/or a payment of royalties by, the licensor to unaffiliated third parties.

- 6.1.4. “Normative Portions” means those portions of the Final Specification, including text, design features, and tables, that are expressly identified as required for compliance with the Final Specification including portions of the Final Specification that are identified as required for compliance with an optional or alternative portion.
- 6.1.5. “Requesting User” means any person or entity, including non-Participants of TIP, that requests a FRAND License from a PG Participant.
- 6.1.6. “Scope” means an element of a PG Charter approved by the Board, which describes a specific technology for which the PG will develop a Specification. Notwithstanding the foregoing, the Scope shall not include (a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth therein, or (b) the implementation or use of other specifications published and made available by any other standards body, but referred to in the body of a Final Specification and not first developed by TIP, even if required for compliance with the Final Specification, or (c) any portions of any product and combinations thereof the purpose or function of which is not required for compliance with a Final Specification, or (d) reference or informational portions of the Final Specifications.
- 6.1.7. “Specification” means a Deliverable of a TIP PG that is designated in the PG Charter as a Specification. Final Specifications may have optional and Normative Portions. Optional portions may include, for example, specific implementations of specification elements, where multiple implementations exist (such as off-the-shelf component products) or elements that may be implemented in various ways.

6.2. **Contributions to Specifications**

- 6.2.1. Licensing of Copyright for Contributions. Contributions to a Draft Specification must be made under a waiver of copyright interests, or a license sufficient to enable the modification, reproduction and distribution of the Final Specification as described in this IPR Policy.
- 6.2.2. Transparency. No Contributor will purport to include in any Contribution any material it deems confidential to that Contributor. Notwithstanding the foregoing, a Draft Specification is TIP Confidential Information unless approved by TIP for public dissemination.
- 6.2.3. Independent Development. A Participant may currently or in the future be developing information internally, or receiving information from other parties, that is similar to Draft Specifications or Contributions. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Participant will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Draft Specifications or Contributions, provided that the Participant does not violate any of its obligations under this Agreement in

connection with such development.

6.3. **Licensing of Specifications**

- 6.3.1. Copyright License. The Project Group, in consultation with TIP Legal, may choose to provide a copyright license to the Final Specification under one of the options set forth in **Exhibit E**. Any other choice must be approved by the Board.
- 6.3.2. Patent Licenses. For any Deliverable that is designated as a Specification in the PG Charter, each PG Participant of the relevant PG hereby covenants that upon a request from any Requesting User, it will grant to such Requesting User and its Affiliates a non-exclusive, non-transferable, worldwide, non-sublicensable, license under its Necessary Claims, with or without payment of royalties or fees, on fair, reasonable, and non-discriminatory terms, solely to make, have made, use, market, import, offer to sell, and sell, and to otherwise directly or indirectly distribute Compliant Implementations; provided that such license does not extend to any part or function of a product (other than the Compliant Implementation therein) in which a Compliant Implementation is incorporated but that is not itself part of the Compliant Implementation (the "**FRAND License**"). The rights set forth above include the right to directly or indirectly authorize a third party to make unmodified copies of the Requesting User's Compliant Implementations and to license (optionally under the third party's license) the Requesting User's Compliant Implementations within the scope of, and subject to the terms of the FRAND License.
- 6.3.3. Reciprocity. At the election of the licensing PG Participant, the FRAND License may include a term requiring the Licensee to grant a reciprocal License under its Necessary Claims (if any) covering the Required elements of the same Final Specification, but shall not require such Licensee to grant a license under any patent claims that are not such Necessary Claim. The licensing PG Participant may also include a term providing that such FRAND License may be suspended with respect to the Requesting User if that Licensee first sues the licensing PG Participant for infringement by the licensing PG Participant's Compliant Implementation of any of the Licensee's Necessary Claims covering the same Final Specification.
- 6.3.4. Transfer of Necessary Claims. Licensing obligation undertakings made pursuant to this IPR Policy shall be interpreted as encumbrances that bind all successors-in-interest, regardless of whether such provisions are included in the relevant transfer documents.
- 6.3.5. Additional Terms. License terms that are fair, reasonable, and non-discriminatory beyond those specifically mentioned above may also be included in the FRAND License, and such additional terms are left to the Requesting User and licensing PG Participant involved.

6.4. **Specification Review Period; Withdrawal**

- 6.4.1. Specification Review. At least thirty (30) days prior to submission of a Draft Specification for approval as "Final" by the Board, or such administrative committee delegated such approval authority by the Board (the "**Specification Review Period**"), TIP shall provide notice to all PG Participants via the PG's collaboration space. Such notice shall include a complete Draft Specification and state the anticipated date of approval as a

Final Specification, at which time it and all Necessary Claims therein shall be subject to the licensing commitment set forth in this Section 6. Upon receipt of such notice each PG Participant may review the Draft Specification for any of its Necessary Claims it may contain. While there is no requirement to undertake a review or search of its patent portfolio, failure to timely withdraw pursuant to **Section 6.4.2** below will subject the PG Participant and its Affiliates to the licensing obligations described in this Section 6, despite lack of knowledge by any PG Member participating on behalf of such PG Participant.

6.4.2. Withdrawal. A PG Participant that does not wish to make the patent licensing commitments required for the Final Specification may withdraw from the Project Group prior to the end of the Specification Review Period by providing written notice to PG Leadership, and be excused from all patent licensing commitments arising out of its participation in the Project Group. A PG Participant that withdraws after the end of the Specification Review Period is required to adhere to its licensing commitment for any of its Necessary Claims based on subject matter contained in the Draft Specification included in the notice published pursuant to **Section 6.4.1** above that is later incorporated into the Final Specification. Notwithstanding the foregoing, a withdrawing Participant shall not be excused from any licensing commitments arising out of any of its Contributions submitted by such Participant.

6.5. **Survival of Agreement to Grant License.** Notwithstanding the dissolution of TIP or a Participant's termination, expiration or withdrawal of its participation in TIP (or its withdrawal from a particular Project Group), a PG Participant or former PG Participant's agreement to grant a license as provided for herein shall remain in full force and effect for the life of and for:

- 6.5.1. any of its Necessary Claims in a Contribution made by such PG Participant or former PG Participant (or its Affiliate) that is incorporated into a Final Specification to which such Contribution was offered;
- 6.5.2. any non-contributed Necessary Claims in a Final Specification for which the review period set forth in **Section 6.4** above ended before the effective date of dissolution or Participant's termination, expiration or withdrawal of participation; and
- 6.5.3. any Necessary Claims to a Specification, which was approved as a Final Specification after the effective date of the PG Participant's termination, expiration or withdrawal of participation that
 - 6.5.3.1. are necessary for the later-adopted Final Specification to be backwards compatible with the prior Final Specification(s); and
 - 6.5.3.2. are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Necessary Claims were used in a prior Final Specification for which the former PG Participant is obligated to grant licenses. In no event is a former PG Participant obligated to license any additional Necessary Claims under this IPR Policy (and thus, for example, a PG Participant that withdraws from the Corporation before the end of the review period for a Draft Specification has no obligation to license its non-contributed Necessary Claims in the Final Specification, once adopted). A former PG Participant shall remain entitled to reciprocity

so long as that former PG Participant remains obligated to license any Necessary Claims under this IPR Policy. This agreement to the survival of reciprocal licensing shall extend to PG Participants regarding the Final Specification, including entities that become PG Participants after the effective date of the former PG Participant's termination, expiration or withdrawal.

7. Trademarks, Certification Marks and Logos.

- 7.1. **License to Use TIP Marks.** Subject to the Participant's continued compliance with TIP's Organizational Documents, TIP grants to Participant a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable, and royalty-free license:
 - 7.1.1. 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;
 - 7.1.2. 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/>.
 - 7.1.3. Except as expressly authorized by TIP in a separate agreement, and for the avoidance of doubt:
 - 7.1.3.1. the TIP Marks must not be used on Participant's products, product packaging, business cards, or letterhead; and
 - 7.1.3.2. Participant must not use the TIP Marks in email signatures.
- 7.2. **Use of the TIP Marks by Participant's Affiliates.** In the event Participant's Affiliates use one or more of the TIP Marks, Participant agrees to ensure its Affiliates' compliance herewith. Participant agrees that it shall be jointly and severally responsible and liable for any breach or other violation hereof by Participant's Affiliates.
- 7.3. **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 immediately 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.
- 7.4. **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.
- 7.5. **Reservation of Rights.** Except as expressly set forth in this IPR Policy, no other right, title, or license to any of TIP's current or future trademarks, certification marks, technology, or proprietary rights is granted hereunder.

- 7.6. **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 hereof, then Participant shall reimburse TIP for its costs and expenses associated with the review and inspection.
- 7.7. **Proper Usage.**
- 7.7.1. Usage Guidelines. Participant must strictly adhere to the [TIP Logo Use Guidelines](#) ("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.
- 7.7.2. 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 Deliverables, 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.
- 7.7.3. 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 herein 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.
- 7.8. **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), service mark(s), any word(s), logo(s), or design(s) that is/are 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.

7.9. **Termination of License to Use TIP Marks.**

7.9.1. Termination. The parties agree that the license granted in this Section 7 may be terminated as follows:

7.9.1.1. If Participant violates this IPR Policy or any other Organizational Document, 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.

7.9.1.2. 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.

7.9.1.3. Upon written notice by TIP in accordance with Section **7.10.2** (third party challenge) below.

7.9.2. Effect of Termination. Upon the termination of the license granted to Participant in this Section 7, 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.

7.9.3. Disclaimers. THE TIP MARKS ARE PROVIDED “AS-IS,” WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT 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.

7.10. **Protection of TIP’s Rights in the TIP Marks.**

7.10.1. 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.

7.10.2. 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 this Section 7 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.

- 7.11. **No Assignment of License.** Participant may not assign the license granted in this Section 7 to any third party, without the prior written consent of TIP, which consent shall not be unreasonably withheld.
- 7.12. **No Endorsement.** Participant shall make no claims or indications that TIP endorses or approves of Participant or its products or services.
- 7.13. **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 Policy are cumulative and may be exercised singularly or concurrently.

8. General Terms and Conditions

8.1. Representations and Warranties.

- 8.1.1. Each Participant shall use its reasonable endeavors to identify Third Party IP that is applicable to its Contributions, and hereby represents and warrants that it will not submit any Contribution that, to its knowledge, includes Third Party IP unless the Third Party IP is clearly identified in writing along with the Contribution.
- 8.1.2. Each Participant hereby represents and warrants that it has complied with all Third Party IP licenses and agreements that, to its knowledge, is applicable to its Contributions.
- 8.1.3. Each 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 IPR Policy

- 8.2. **Authorized Use.** Each Participant agrees to use the Documents, Software, Test Materials or Specifications only as permitted by TIP and to retain all notices,

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- 8.3. **Construction.** The headings used herein are for reference and convenience only and shall not be used in the interpretation of this Policy. As used in this Policy, the word “including” means “including but not limited to.” Singular nouns and their plural forms as well as various forms of the same word may be used interchangeably and shall be interpreted in their respective context.
- 8.4. **Binding Effect.** Subject to the restriction on Participant's assignment as otherwise set forth in this IPR Policy, the IPR 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.
- 8.5. **Relationship.** No agency, partnership, joint venture, franchise, or employment relationship is created between the parties as a result of the license(s) granted hereunder. Neither TIP nor any TIP Participant is authorized to create any obligation, express or implied, on behalf of the other, or any other TIP Participant.
- 8.6. **No Other Licenses, Implied Licenses or Other Rights.** No other license, immunity, commitments, or rights are granted pursuant to this Policy, either directly or by implication, estoppel, statute or otherwise, except as expressly provided herein.
- 8.7. **Dissolution / Termination.** Except as otherwise expressly set forth herein, dissolution of TIP or a Participant's termination, expiration or withdrawal of its participation in TIP (or its withdrawal from a particular Project Group) shall not have any impact on a Participant's or former Participant's licenses with other Participants and their Affiliates that existed prior to such termination, expiration or withdrawal, other than in accordance with the individual terms of such pre-existing licenses.
- 8.8. **Amendment.** This IPR Policy may be amended by TIP pursuant to the processes set forth in the Organizational Documents.
- 8.9. **Survival.** All provisions of this IPR Policy that are reasonably expected to survive termination of the license(s) granted herein shall so survive such termination in perpetuity.
- 8.10. **Waiver.** No failure to exercise, nor any delay in exercising or invoking, any right or remedy under this IPR 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.
- 8.11. **Severability.** If any term or condition of this IPR Policy is or becomes invalid or unenforceable, the validity or enforceability of any other term or condition of this IPR 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.
- 8.12. **Notices.** Except as otherwise set forth in this IPR Policy, notices hereunder will be sent in accordance with the provisions of the Organizational Documents. For purposes of clarification, notice from TIP may be made via a PG collaboration space, or by sending via email or other electronic means to each Participant's Authorized Representative of record with TIP, and Participant acknowledges that

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- 8.13. **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 IPR 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.
- 8.14. **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 8.14) 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 8.1 or elsewhere in this IPR Policy; (ii) regarding Participant's use of any of the TIP Marks not in accordance with this IPR 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 IPR 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 IPR Policy, infringe the rights of a third party.
- 8.15. **Governing Law.** This IPR Policy shall be governed by and interpreted in accordance with the substantive laws of the State of Delaware, USA, without regard to conflict of law principles.

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EXHIBIT C

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Corporation Address: _____

Authorized Representative: _____

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8. It is your responsibility to notify TIP when any change is required to the list of designated employees authorized to submit Software Contributions on Your behalf.

Please Sign: _____

Name: _____

Date: _____

Title: _____

Corporation: _____

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SCHEDULE A: DESIGNATED EMPLOYEES

[Initial list of designated employees. Authorization is not tied to particular Contributions.]

SCHEDULE B: SOFTWARE CONTRIBUTION(S)

[list of contributions]

EXHIBIT D

FORM FOR DEVELOPER CERTIFICATE OF ORIGIN

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The current text of the certificate is as follows:

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