

TIP ACADEMY SPONSORSHIP AGREEMENT

This TIP Academy Sponsorship Agreement (this **“Agreement”**) is made and entered into by and between Telecom Infra Project, Inc., a Delaware nonprofit corporation, with address at Telecom Infra Project, Inc., C/O: Virtual, Inc., 401 Edgewater Place, Suite 600, Wakefield, MA 01880, United States (**“TIP”**), and

(**“Contributor”**), effective as of the last date entered by signature below (the **“Effective Date”**). (Each of TIP and Contributor may be referred to individually as a **“Party”** and collectively as **“Parties”**).

WHEREAS, there is currently a knowledge and skills gap related to the development and deployment of open disaggregated telecommunication network infrastructure and TIP has formed the TIP Academy to fill this gap.

WHEREAS, TIP has solicited curricula and content contributions for use by the TIP Academy.

WHEREAS, Contributor is interested in providing such contributions in exchange for certain sponsorship benefits offered by the TIP Academy.

NOW THEREFORE, in consideration of the foregoing and in further consideration of the covenants and promises set forth herein, the sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1.0 Definitions. Capitalized terms shall have the meaning below, in the TIP Organizational Documents, or as otherwise defined herein.

“Academy Leadership” means the Chair or Co-Chairs of the TIP Academy Committee identified on the current version of the TIP Academy Committee Charter.

“Accrued Benefits” has the meaning set forth in Section 3.2.

“Benefits Application” has the meaning set forth in Section 2.0.

“Benefits Category” means the category of benefits listed in column 1 of the Sponsor Benefits Summary.

“Benefits Determination” has the meaning set forth in Section 2.2.

“Contribution” or “Contributions” means the contributions specified in Contributor’s Benefits Application or the contributions specified on Contributor’s Contribution Template, as the context implies.

“Sponsor Benefits Summary” means the matrix of benefits to be provided by TIP for eligible Contributions available at www.tip.academy.

“Sponsorship Benefits” means those benefits specified in the Sponsorship Benefits Summary.

“TIP Academy Committee” means the TIP committee chartered pursuant to the TIP Academy Committee Charter.

“**TIP Academy Committee Charter**” means the charter approved by the TIP Board of Directors and posted at

“Writing” means any material in written form including electronic form such as email or an online submission form available at www.tip.academy.

2.0 Benefit Pre-Approval.

2.1 Benefits Application. Contributor shall submit a listing of its Contributions including a detailed description of each using the form included in **Exhibit 1** (the “**Benefits Application**”). Submission of the Benefits Application shall be made using the online form available at www.tip.academy. If such form is not available on-line, Contributor may submit its form to the Academy Leadership in Writing.

2.2 Review of Benefits Application. TIP will review Contributor’s Benefits Application to determine if the Contributions meet the criteria for any Sponsorship Benefits. TIP will notify Contributor in writing within ten (10) of receipt of Contributor’s Benefits Application whether its Contributions are eligible for any of the Sponsorship Benefits and shall specify the Benefits Category, if any, that will be awarded when the Contributions are made (“**Benefits Determination**”).

2.3 Appeal of Benefits Determination. If Contributor believes that the Benefits Determination is not accurate, Contributor must notify the Academy Leadership in Writing within five (5) days of receipt of the Benefits Determination that Contributor disagrees with the Benefits Determination and the specific reasons for its disagreement. TIP will confer with Contributor in good faith to resolve the disagreement and may, at TIP’s sole discretion, **(i)** issue a new Benefits Determination, **(ii)** request that the Contributor submit a new Benefits Application with modifications, or **(iii)** maintain the disputed Benefits Determination.

2.4 Subsequent Submission of Benefits Applications. Contributor may pursuant to this Agreement submit one or more additional Benefits Applications either because it has new Contributions to contribute pursuant to Section 2.1 or in response to a request from TIP to modify its Benefits Application. TIP, at its sole discretion, may modify the Sponsor Benefit Summary by replacing the current version and posting the new version at the same webpage. Eligible Sponsorship Benefits shall be those specified in the version of the Sponsorship Benefits Summary posted on the date of the applicable Benefits Application.

3.0 Submission of Contributions.

3.1 Submission of Contribution Template. All Contributions must be submitted to the TIP Academy using the standard TIP contribution template attached hereto as **Exhibit 2** (“**Contribution Template**”). All Contributions are subject to the TIP Document IPR Policy as specified in the TIP Academy Charter and the Contribution Template.

3.2 Approval of Contributions. TIP shall notify Contributor in writing if the Contributions submitted by Contributor do not meet the description provided in the applicable Benefits Application for which a Benefits Determination was issued within ten (10) days from the date the Contribution Template was submitted (“**Non-conformant Contribution Notice**”). Contributor may withdraw its Contribution(s) by submitting a notice in writing to the Academy Leadership within five (5) days from the date of

the Non-conformance Contribution Notice (“**Notice of Withdrawal**”). Upon receipt of a Notice of Withdraw, TIP will return such Contributions to Contributor and not use any of the submitted Contributions, including in the Deliverables specified in the TIP Academy Charter. If TIP does not provide a Non-conformant Contribution Notice in accordance with this Section 3.2, all eligible Sponsorship Benefits specified in the applicable Benefits Determination shall accrue to Contributor (“**Accrued Benefits**”). If Contributor does not provide a timely Notice of Withdraw in accordance with this Section 3.2, TIP has no obligation to return any Contribution(s) and is free to use such Contribution(s) in accordance with the TIP Document IPR Policy, and no Sponsorship Benefits shall accrue to Contributor. Contributor may resubmit a new Benefits Application in accordance with Section 2.1 in the event that it wishes to modify its original Benefits Application to conform to the Contributions it wishes to submit.

- 4.0 Contributor Logo Usage.** Contributor shall provide the Academy Leadership in Writing with the logo and usage guidelines (“**Logo Usage Guidelines**”) Contributor wishes TIP to use in providing any applicable Accrued Benefits. If Contributor fails to provide such Logo Usage Guidelines TIP may use any reasonable logo associated with Contributor to fulfill TIP’s obligation to provide the applicable Accrued Benefits. If Contributor has not provided TIP with its Logo Usage Guidelines, TIP will take reasonable steps to correct any logo usage should Contributor request a correction in Writing. In no event, shall TIP be required to modify any materials that have been released. Notwithstanding the foregoing, if Contributor submitted its Logo Usage Guidelines in a timely manner in accordance with this Section 4.0, TIP will use reasonable efforts to correct any previously released material.
- 5.0 Publicity.** Except for TIP’s obligation to provide the Accrued Benefits, neither Party shall issue any statement, press release, or publicity associated with the subject matter of this Agreement without the express written consent of the other Party.
- 6.0 Limitation on Liability.** IN NO EVENT WILL ANY PARTY SUBJECT TO THIS AGREEMENT 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. NO PARTY SUBJECT TO THIS AGREEMENT SHALL BE LIABLE HEREUNDER FOR ANY AMOUNTS IN EXCESS OF \$1,000. MULTIPLE CLAIMS WILL NOT EXPAND THESE LIMITATIONS. THIS SECTION 6.0 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS POLICY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 7.0 Term and Termination.** This Agreement shall automatically terminate three (3) years from the Effective Date hereof unless the Parties agree in writing to extend the term of the Agreement. Sections 4-8 and Section 3.2 solely with respect to Accrued Benefits shall survive.
- 8.0 General Provisions.**
- 8.1 Assignment.** Neither Party may assign or transfer this agreement without the advance written permission of the other Party, provided such consent will not be unreasonably withheld or delayed and further provided that any assignee or transferee agrees in writing to assume and be bound by all terms of this Agreement.
- 8.2 Construction.** This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise. If a dispute arises as to the meaning or intent of any word or provision of this Agreement, then the court or person attempting to resolve the dispute shall not construe or interpret the word or provision against any Party. Terms defined in a given number, tense, or form shall have the

corresponding meaning when used in this Agreement 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 is clearly 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.

- 8.3 Governing Law.** This Agreement will be governed by the laws of the State of Delaware. Sole venue and jurisdiction for any proceeding under this Agreement will be in the state and federal courts located in Wilmington, Delaware.
- 8.4 Headings.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.
- 8.5 Independent Parties.** None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties. No Party will have any authority to bind the other in any manner as a result of any provision of this Agreement. No Party will have or hold itself out as having any right, authority or agency to act on behalf of the other party in any capacity or in any manner as a result of this Agreement, except as may be specifically authorized in this Agreement.
- 8.6 Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the parties.
- 8.7 No Waiver.** No delay or failure by any Party in exercising any right under this Agreement, and no partial or single failure to exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.
- 8.8 Complete Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed herein and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized officer or executive director of each of the Parties.
- 8.9 Notices.** Unless otherwise specified herein, such as by way of example only, notices to the Academy Leadership, all other notices, requests, consents, approvals and communications called for by this Agreement shall be in writing and, if properly addressed to the recipient in the manner required by this Section 8.9, shall be deemed for purposes of this Agreement to have been given, delivered and received: (i) on the date of actual receipt if delivered personally to the recipient; (ii) three (3) business days after mailing by first class mail, postage prepaid; (iii) one (1) business day after the date of transmission by email or facsimile; or (iv) one (1) business day after deposit with a reputable overnight courier service. A writing will be deemed to be properly addressed, if addressed to the applicable party as follows, or to such other address or addresses as the applicable party previously may have specified by written notice to the other party in the manner contemplated by this Section 8.9:

If to TIP:

To:
Telecom Infra Project, Inc.
C/O: Virtual, Inc.
401 Edgewater Place Suite 600
Wakefield, MA 01880

Copy to: sales@telecominfraproject.com

If to: Contributor NAME

To: Include contact name and address for Contributor

Copy to: Include individual contact information if appropriate

8.10 Counterparts; Electronic Signature; Delivery Mechanics. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. Each Party will execute and promptly deliver to the other parties a copy of this Agreement bearing the original signature. Prior to such delivery, in order to expedite the process of entering into this Agreement, the parties acknowledge that a Transmitted Copy of this Agreement will be deemed an original document. "Transmitted Copy" means a copy bearing a signature of a Party that is reproduced or transmitted via email of a .pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and transmission.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their undersigned duly authorized representatives, to become binding on the Parties as of the effective date.

signature

EXHIBIT A FORM OF BENEFITS APPLICATION

Capitalized terms in this Benefits Application are defined or described in the TIP Academy Sponsorship Agreement.

TIP Academy curricula e.g. Open RAN are designed to have a set of distinct learning programmes, each with a set of courses that define that programme, that are acceptable for one of the four identified competency levels (Apprentice, Professional, Expert, Architect).

The purpose of this Benefits Applications is to ensure that both the undersigned Applicant and TIP mutually agree prior to Applicant expending resources on the development of a Contribution and/or the submission of a Contribution to the TIP Academy that such Contribution will meet the criteria required to be awarded the Sponsorship Benefits for a particular Benefits Category in accordance with the TIP Academy Sponsorship Agreement.

Please download the TIP Benefits Summary at www.tip.academy to identify the applicable Benefits Category for your Contribution (each Benefit Category is described in Column 1 of the TIP Benefits Summary).

- 1. Applicant's Information:**
- 2. Applicant's Authorized Representative:**
- 3. Benefit Category is:**
- 4. Describe how your Contribution meets the requirements set forth in the TIP Benefits Summary for the applicable Benefits Category:**

Applicant acknowledges and agrees that no Sponsorship Benefits will be awarded until Applicant has submitted its Contribution in accordance with the TIP Academy Sponsorship Agreement.

signature

Please Submit a separate application for each Contribution.

EXHIBIT B CONTRIBUTION TEMPLATE

TIP Academy Committee Contribution

Date

| | |
|---------------------------------|--|
| Contact Details | <p>Name:</p> <p>Contributor:</p> <p>Email:</p> |
| Contribution Description | <p>Should match the descriptions provided in the applicable Benefits Application [May Attach Benefits Application]</p> |
| Academy Deliverable(s) | <p>What Academy Curriculum & Learning Programmes are relevant to the Contributions</p> |
| Contributions | <p>Titles of Contributions [Please Attach]</p> |

The above identified Contributor hereby covenants, represents, and warrants that each Contribution identified above are submitted in accordance with the TIP Document IPR Policy for use by the TIP Academy Committee in developing its Deliverables.

signature