



The Helium Foundation

Enthusiast-Tier Membership Terms & Conditions

These General Terms and Conditions of Membership (the *Agreement*) defines the terms of a legal agreement between an individual that purchases an Enthusiast-Tier membership with the Decentralized Wireless Foundation, Inc. d/b/a the Helium Foundation, a Delaware not-for-profit 501(c)(6) corporation (the *Foundation*) which sets forth the terms and conditions of membership in the Foundation (*Membership*). You understand that the rights of Membership, including the right to identify as a member of the Foundation (a *Member*), begin only when you have been paid your Dues in full, have been notified that your application for Membership has been accepted, and are subject at all times to your compliance with this Foundation.

Membership Requirements

Foundation Membership is open to corporations, partnerships, and other entities and individuals that are involved with the purpose of the Foundation, which is to promote the common business interests of its members regarding the use, implementation, and development of decentralized wireless networks (the *Decentralized Wireless Industry*). The Enthusiast-Tier membership is available only to individuals in their individual capacity and not on behalf of any corporation, partnership, or other entity.

Membership Classes and Annual Dues

Classes of Membership (*Membership Classes*) are authorized in the bylaws for the Foundation (the *Foundation Bylaws*) and defined in the Foundation Membership Rules (*Membership Rules*). The Foundation Bylaws and Membership Rules may be amended from time to time. The current version of both documents are available at <https://helium.foundation/membership> (the *Foundation Website*).

Membership dues (*Annual Dues*) for each Membership Class are established by the Foundation from time to time. Current Annual Dues are available at the Foundation Website.

Annual Dues are not deductible as charitable contributions. Enthusiast-Tier Dues are paid annually, automatically recurring on the date of sign up.

Except as provided herein for any termination for convenience, it is understood and agreed that all dues paid by a member are nonrefundable.

Term of Your Membership

The term of this Agreement shall begin on the date the Foundation sends you notification that your application for Membership has been accepted by the Foundation and shall end on the date of termination, expiration, or cancellation of your Membership, or upon any earlier termination of this Agreement by the Foundation (the *Term*). Certain provisions of this Agreement shall survive the expiration of the Term as provided in this Agreement.

Unless terminated as provided herein, this Agreement shall remain in full force and effect, renewing annually, at the beginning of each membership year of the Foundation's acceptance of your

application for Membership. You shall be obligated to pay dues that accrued prior to the effective date of termination, expiration, or cancellation.

Termination for Cause. The Foundation shall have the right, in its complete and sole discretion, to terminate this Agreement or suspend your Membership upon breach of any provision of this Agreement.

Termination for Convenience. The Foundation shall have the right, in its complete and sole discretion, to terminate the Agreement for convenience five (5) days after providing written notice to you; provided however, that in the event of an exercise of this right to terminate for convenience, the Foundation shall refund to you all fees and charges paid by you during the Membership Year in which the termination became effective to the extent such fees and charges were not earned by the Foundation. It shall be presumed that a pro-rated refund satisfies this requirement. Any such refund due and payable to you shall be paid within thirty (30) days of the effective date of the termination of this Agreement.

Termination by Member. The Member shall have the right to terminate the Agreement for any reason by either (a) providing written notice to the Foundation via email to billing@helium.foundation and membership@helium.foundation; or (b) through an Enthusiast-Tier membership cancellation webpage, should the Foundation establish such a page. If such a webpage is established, a link will be available at the Foundation Website. Member dues are nonrefundable. Notice of termination must be sent at least 30 days prior to the next billing date.

Obligations of Members

Membership Rules. You have reviewed and hereby agree to abide by the Foundation Bylaws and the Membership Rules, as in effect and as amended from time to time, a copy of which is available from the Foundation. In the event of any inconsistency between this Agreement and the Membership Rules or Bylaws, this Agreement shall be controlling.

Dues & Other Fees. You shall pay all dues applicable to the Enthusiast-Tier of Membership in a timely manner. The Foundation may establish reasonable additional fees or charges for participation in meetings or for other benefits of Membership. You shall bear your own costs and expenses for participation in the Foundation, such as travel, employee compensation, and incidental expenses.

Member Use of the Foundation Member Marks

The Foundation Member Marks. The Foundation is the exclusive owner of all right, title, and interest in and to the trademarks, service marks, symbols, logos, and online identifiers (collectively, the “Marks”) of the Foundation, which include, but are not limited to the following (together with any other trademarks of the Foundation, collectively, the “Foundation Member Marks”):

- (a) “Helium” word Mark (the “*Helium Word Mark*”), including as used in the phrase “Helium Mobile” and “Hello Helium” or other derivatives of these phrases;
- (b) The Helium design Mark (the “*Helium Design Mark*”):



; and

- (c) The “roundel” (circular disc) portion of the Helium Design Mark (the “*Roundel*”), whether

used as a standalone Mark or as part of a compound Mark.

The Foundation Member Marks and other Marks of the Foundation, including but not limited to the Helium Word Mark, the Helium Design Mark, and the Roundel, are protected by trademark and copyright laws and international trademark and copyright treaties, as well as other intellectual property laws and treaties and are the exclusive intellectual property of the Foundation.

Members are required to obtain the Helium Foundation's express, written approval before using the Helium Brand Assets. Members interested in using the Helium Brand Assets should contact the Helium Foundation at membership@helium.foundation for further information.

Limited License for Members

During the Term, and subject at all times to your compliance with the terms of this Agreement, the Foundation grants you a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free, revocable, limited license to use the Foundation Member Marks to identify yourself as a current Foundation Member (*Limited License*). Any use of the Foundation Member Marks inures to the benefit of the Foundation and nothing in this Agreement, or in your use of the Foundation Member Marks, will give you any right, title, or interest whatsoever in or to the Foundation Member Marks, or in any confusingly similar marks, beyond the Limited License. Each party to this Agreement agrees that Limited Licenses will be directed solely to the improvement of business conditions of the Decentralized Wireless Industry as a whole.

In the interest of clarity, the only permitted use of the Foundation Member Marks by Member is to identify the Member as a current Foundation Member. The Marks may not be used to promote any product or service, regardless of whether that product or service is for-profit or not-for-profit.

Linking Requirement

Use of the Foundation Member Marks on a website must be accompanied by a hyperlink to the home page of the Foundation Website. If more than one of the Foundation Member Marks appears on a web page operated by you, only the most prominent use of the Foundation Member Marks on the web page must be hyperlinked to the home page of the Foundation Website.

No Alteration of Foundation Marks

You agree to use only the digital graphics files for the Foundation Member Marks provided to you or made available to you by the Foundation and to follow strictly the current style guide, included in the Foundation Brand Guidelines, for use of the Foundation Marks. The current style guide is available at www.helium.com/brand. You shall not alter the Foundation Member Marks except as expressly permitted in the style guide for the Foundation Marks and you shall not use any marks that are confusingly similar to the Foundation Member Marks.

No Exclusivity

Nothing in this Agreement will be construed to (a) prohibit or otherwise prevent Members from using the intellectual property, including trademarks, or otherwise supporting other participants in the Decentralized Wireless Industry, or (b) result in the promotion or advancement of the Foundation or Foundation Member Marks over other participants in the Decentralized Wireless Industry. By signing this Agreement, each Member agrees to promote and support the advancement of the Decentralized

Wireless Industry as a whole and not any particular participant in the Decentralized Wireless Industry.

No Sponsorship, Endorsement, or Approval by the Foundation

The Foundation Member Marks shall not be used to represent sponsorship, endorsement, or approval by the Foundation of any Foundation Member or any product or service provided by any Member.

Disclaimer

THIS AGREEMENT, MEMBERSHIP, AND/OR ANY USE OF THE FOUNDATION MEMBER MARKS DOES NOT AND SHALL NOT SIGNIFY ANY SPONSORSHIP, ENDORSEMENT, OR APPROVAL OF ANY MEMBER OR ANY PRODUCT OR SERVICE. THE FOUNDATION MAKES NO REPRESENTATIONS AND GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF AUTHENTICITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, SAFETY, QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

The Foundation has the absolute right to revoke the Limited License at any time for any or no reason.

At your sole cost and expense, you shall immediately discontinue all use of the Foundation Member Marks upon the termination, expiration, cancellation, or suspension of your Membership or revocation of the Limited License.

Use and/or Disclosure of Contact Information

The Foundation collects business contact information, including, without limitation, e-mail addresses, telephone and facsimile numbers, and physical addresses, pertaining to Members and attendees at events, conferences, and trade shows sponsored by the Foundation (*Event Attendees*). Any such information provided by a Member or Event Attendee may be disclosed by the Foundation to other Members, exhibitors, official Foundation event service providers, and partners of the Foundation. By providing your business contact information to the Foundation, you have consented to such use and disclosure of the information you have provided. If you do not want the Foundation to use or disclose your business contact information as described in this Agreement, do not provide it. Your failure to provide business contact information to the Foundation may result in your inability to access Foundation services.

Injunctive Relief and Other Compensation

You acknowledge and agree that your breach of any obligations under this Agreement shall cause damages of an irreparable and continuing nature to the Foundation, for which money damages will not provide adequate compensation. Therefore, in addition to any money damages to which the Foundation is entitled (which includes the Foundation's right to recover its reasonable attorney's fees), the Foundation also is entitled to an injunction to prohibit your continuing breach of the applicable covenant or otherwise to compel your specific performance under this Agreement. The Foundation shall have the right to obtain such injunctive compensation without having to prove any damages or post any bond.

Additionally, in the event of any breach of this Agreement which relates to the use of the Foundation Member Marks, you shall be liable to the Foundation for liquidated damages in the amount of one thousand dollars (\$1,000.00) for each day that the breach is continuing; and you further agree that these liquidated damages are not a penalty, but rather (i) constitute a reasonable approximation of the Foundation's actual damages which are not certain and which are difficult to measure with accuracy and

(ii) are proportional to the probable loss to be sustained by the Foundation in the event of a breach.

Limitation of Liability

You agree that you will not sue the Foundation for injunctive relief or for any damages on any matter concerning the subject matter of this Agreement. In no event shall the Foundation be liable to you or any other for any damages of any type occurring directly or indirectly as a consequence of your actions pursuant to this Agreement, whether such actions are authorized or unauthorized pursuant to the terms of this Agreement.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL THE FOUNDATION OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notices

All notices to the Foundation that concern this Agreement, shall be sent via email to the Foundation at membership@helium.foundation.

Miscellaneous

If any provision of this Agreement is held invalid or unenforceable, all other provisions shall remain valid, and this Agreement shall be enforced to the full extent allowable under applicable law and a substitute, valid, and enforceable provision most nearly reflecting the original intent shall be developed in place of the invalid provision. No modification to this Agreement is binding, unless in writing.

This Agreement shall be governed by and construed under, and the legal relations among the parties hereto shall be determined in accordance with, the laws of the State of Delaware, excluding

conflict-of-law principles that would cause the application of the laws of any other jurisdiction. In the event of any dispute that arises out of or is related to your Membership and/or this Agreement, you agree to submit to personal jurisdiction in the State of New York and that the federal and state courts of New York shall be the sole and exclusive forum for the resolution of any such dispute.

This Agreement is the entire Agreement between you and the Foundation relating to the subject matter herein and supersedes all prior and contemporaneous oral or written communications, proposals, and representations with respect to its subject matter, except for the Foundation Bylaws and the Membership Rules which are themselves integrated into and made a part of this Agreement.

The Foundation reserves the right to change this Agreement and/or its terms at any time and may eliminate the license granted herein with respect to you individually or all members collectively at any time. Any change to this Agreement and/or its terms shall be effective as of the date of posting to the Foundation Website or actual notice to you, whichever is earlier.

Payment of Dues by Member shall constitute acceptance of this Agreement. The Foundation reserves the right to reject Member's application for membership by refunding, in full, Member's payment of Dues within 60 days of payment.