Calix Media Trial Agreement

This Calix Media Trial Agreement **("Agreement")** is between you ("**Media Individual**") and Calix, Inc. ("Calix") and governs your use of the Calix System Products, Software and Subscription Services, identified in Exhibit A, for a limited trial and is effective on the date accepted by you ("**Effective Date**"). This Agreement is a legally binding contract between you and Calix regarding your trial use of the Calix System Products, Software and Subscription Services.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING "I ACCEPT", OR BY OTHERWISE ACTIVATING CALIX SYSTEM PRODUCTS, USING CALIX SOFTWARE AND ACCESSING CALIX SUBSCRIPTION SERVICES YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO SUCH ACTIVATION, ACCESS, AND/OR USE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING CALIX'S PRODUCT PRIVACY POLICY ATTACHED HERETO AS EXHIBIT B (TOGETHER, THE "AGREEMENT"). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE AGREEMENT, THEN YOU DO NOT HAVE CALIX'S PERMISSION TO USE THE CALIX SYSTEM PRODUCTS, SOFTWARE AND SUBSCRIPTION SERVICES. YOUR ACTIVATION, ACCESS, AND/OR USE OF THE CALIX SYSTEM PRODUCTS, SOFTWARE AND SUBSCRIPTION SERVICES CONSTITUTES AN AGREEMENT BY CALIX AND BY YOU TO BE BOUND BY THESE TERMS.

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 8 of Article III, you agree that disputes arising under this Agreement will be resolved by binding, individual arbitration, and BY ACCEPTING THIS AGREEMENT, YOU AND CALIX ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Agreement (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. (See Section 8 of Article III)

RECITALS

A. Calix has developed proprietary operating systems framework software for its network systems and premises systems, including its EXOS® branded operating system platforms (each a "**Software**") for use with Calix-branded network and premises systems (the "**Systems Products**").

B. Calix provides cloud-based services subscriptions including its proprietary cloud-based microservices software platform for EXOS, its suite of cloud-based services that enable analytics, insights, automation and other functionality and the value-added cloud-based services that Calix may from time to time make available on a subscription basis (collectively, the "**Subscription Services**") for use on the Software.

C. Calix provides the Software, Systems Products and Subscription Services under the terms and conditions stated in this Agreement.

D. Calix is providing System Products, Software and Subscription Services identified in Exhibit A, to Media Individual on a trial basis for personal evaluation and not for commercial use or sale.

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AGREEMENT

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

Article I. Term and Software License

1. Term and Return of System Products and Software.

   The term of this Agreement shall be from the Effective Date and shall expire on December 31, 2021 (the "**Term**"), unless terminated earlier in accordance with this Agreement. Either Party may terminate this Agreement at any time prior to the end of the Term, for any reason or for no reason, immediately upon written notice to the other Party. Within ten (10) days after the expiration or termination of this Agreement, Media Individual refrain from using any Subscription Services and shall return to Calix all System Products and Software provided under this Agreement.

2. Grant of License. Subject to the terms of this Agreement Calix grants to Media Individual a personal, non-exclusive, non-transferable, revocable, limited license to use the Software, in object code form only, in conjunction with the Systems Products solely in the Media Individual's residence located in the United States only for personal evaluation purposes during the Term of this Agreement (the "**Software License**").

   a. Right to Use Marketing Materials and Collateral. Calix may from time to time elect to make available Calix marketing materials and collateral ("**Marketing Materials**") for Media Individual's use. Calix hereby grants Media Individual the revocable right to use such Marketing Materials, including license rights to Calix intellectual property therein, subject to and provided Media Individual: (i) shall use the Marketing Materials only in conjunction with Calix Systems Products, Software or Subscription Services; (ii) hereby acknowledges and accepts that the Marketing Materials are provided for use only on an "as is" basis without any warranty, guaranty or indemnity of any kind by Calix; (iii) shall not remove any product identification, copyright, or other notices included on the Marketing Materials; and (iv) shall otherwise comply with the terms and conditions of this Agreement.

3. Restrictions.

   a. Media Individual receives no rights to the Software other than those specifically granted in Section 2 of Article I above. Without limiting the generality of the foregoing, the following restrictions apply to all Software. Media Individual shall not, and shall not direct or allow any third party to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Software by any means whatsoever; (ii) remove any product identification, copyright, or other notices; (iii) provide, lease, lend, use, or allow others to use the Software to or for the benefit of third parties; or (iv) except as specified herein or in the applicable user documentation provided by Calix or with the prior express, written consent of Calix, modify, incorporate into other software, or create a derivative work of any part of the Software.

   b. Media Individual shall not, without the prior written approval of Calix or other than as expressly provided herein, allow any third party to use or copy the Software for any purpose.

4. Ownership. Calix retains all title to and, except as expressly and unambiguously licensed herein, all Calix's rights under which Calix is authorized to grant the licenses hereunder, including patent rights, copyrights, trade secret rights, sui generis database rights, and all other intellectual property rights and moral rights in and to the Software and the specifications, processes, designs, know-how and other technologies provided by Calix as part of the Software. The licenses granted herein are not intended to

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and do not constitute a sale of the Software or any portion or copy of it. Calix retains all title to System Products. Media Individual shall have risk of loss as to System Products while in Medial Individua's possession and control. To the extent Media Individual elects to provide Calix any feedback or suggestions concerning the Software, Media Individual disclaims any ownership, right or title to, and Calix shall be the sole owner of, any modifications and derivative works to the Software developed in connection thereto by Calix.

Article II. Subscription Services

"**Subscription Services**" refers to Media Individual's subscription to and/or use of any Subscription Services made available by Calix as described in this Article II. Subscription Services extend only to the Media Individual's residence.

1. Cloud-Based Microservices for EXOS. Media Individual shall be provided an identification number ("ID") for registration of the EXOS Systems Products. Upon Calix's issuance of the ID, the "**Activation Date**," the EXOS Systems Products shall be automatically registered and connected to Calix's cloud-based microservices software platform for EXOS, which provides Media Individual with the ability to (i) extend and configure access to services available with the subscription; (ii) receive Software License updates; (iii) set services policies, including authorization of any related data flows, controls and data management features; and (iv) view available value-added cloud-based services for EXOS Systems Products that may be offered from time to time by Calix.

2. Value-Added Cloud-Based Services. Calix makes available certain value-added cloud-based services on its EXOS Platform for this trial as listed in Exhibit A. Use of such services requires Customer acceptance an End User License Agreement ("EULA"), including but not limited to Customer's agreement to the data processing terms to enable the selected services, this Agreement and the EULA.

3. Data Use and Protection. Use of one or more of the Software and/or Subscription Services may include collection and processing of Media Individual and those located in the Media Individual's residence ("**Users**"), information or material provided, submitted or otherwise transmitted by Media Individual and Users from the Media Individual's residence or Users (collectively, "**Media Individual Data**" or "**Customer Data**") as described in Calix published product and/or user documentation for the applicable Software and/or Subscription Service and applicable Calix privacy policies.

    a. All Media Individual Data submitted or collected by Media Individual and Users in connection with the Software and/or Subscription Services, however transmitted or provided, will remain the sole property of Media Individual or Users to the full extent provided by law. Media Individual shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of any Media Individual Data made available to Calix.

    b. Media Individual hereby consents, authorizes and grants to Calix and its authorized agents or affiliates a non-exclusive worldwide right and license to collect, host, copy, store, use, transmit, process and display Media Individual Data to the extent reasonably necessary to offer, provide, maintain and/or develop enhancements to the Software and/or Subscription Services and the delivery of the Software and/or Subscription Services. The foregoing license to "process" includes authorization for Calix to combine, correlate and/or apply algorithms to Media Individual Data in order to create and display insights and analytics or enable automation or other functionality to Media Individual in connection with the Software and/or Subscription Services. Calix will not use Media Individual Data for any purpose other than (i) to provide and maintain the Software and/or Subscription Services as described herein or in Calix published product and/or user documentation for such Software and/or Subscription Services, (ii) in accordance with this Agreement and any order form for Software and/or Subscription Services, (iii) as requested and instructed by Media Individual and/or Users, (iv) on an anonymous and/or aggregated basis to evaluate the data,

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including behavioral analytics and trends, to develop enhancements and improve the Software and/or Subscription Services and the delivery of such Software and/or Subscription Services, (v) internally to develop or enhance its business and processes, or (vi) as required by law, regulation or legal process (in which case Calix shall use reasonable efforts to notify Media Individual unless not permitted by such law, regulation or legal process). Media Individual and Users further consent and grant Calix and its authorized agents or affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Subscription Services any suggestion, enhancement request or other feedback provided by Media Individual.

c. Media Individual Data may include data that may be considered under applicable laws to be personal data or personally identifiable information of an individual. Both Parties will comply with all applicable data protection legislation with respect to the collection, use, processing, storage or transfer of any Media Individual Data that may be considered under applicable laws to be personal data or personally identifiable information of an individual and will maintain appropriate records and information to demonstrate its compliance with such legislation.

d. Subscription Services may involve collection, use, processing, storage or transfer of Media Individual and Users' data that are considered to be personal data or personally identifiable information of an individual. Media Individual's election to subscribe to any such Subscription Services shall be considered Media Individual's and Users' instructions authorizing Calix to collect, use, process, store or transfer Media Individual and User data subject to the Subscription Service in accordance with the product and/or user documentation for such Subscription Services or as otherwise needed to carry out Calix's contractual obligations for the Subscription Service. Media Individual and Users consent and authorize the lawful collection, use, processing, storage or transfer of Media Individual Data and/or personal data or personally identifiable information of an individual by Calix in connection with the selected Subscription Services for the term and purposes of such Subscription Services.

e. Both Parties shall take reasonable measures to secure, safeguard and protect Media Individual Data, which shall be treated as Confidential Information. Both Parties shall also take reasonable measures to secure, safeguard and protect Media Individual Data provided in connection with Subscription Services against unauthorized or unlawful use or processing and against accidental loss, destruction or damage, including implementation of reasonable organizational measures and technologies to securing the confidentiality of the data and to secure and safeguard the data in delivery of the Subscription Services. Calix shall comply with applicable data protection legislation, which may include responding to requests and removal of Media Individual Data from systems.

f. Subscription Services may include use of third-party systems and services. Media Individual and Users consent and agree that Media Individual's and Users' use of the Subscription Services constitutes its express consent for Calix to engage third parties to host, copy, store, use, transmit, process and display Media Individual Data to the extent reasonably necessary to offer, provide, maintain, further develop, improve and/or enhance the Subscription Services and/or delivery of the Subscription Services, provided such third parties shall be subject to confidentiality and non-disclosure obligations at least as protective of Media Individual Data as set forth in Section 4 of Article III (Confidentiality) and obligations to comply with applicable data protection laws.

g. Within a reasonable time after the effectiveness of termination of any Subscription Services, Calix shall permanently delete any stored Media Individual Data collected for such Subscription Service without retaining any copies unless required otherwise under applicable law. For clarity, the Parties agree that any data retained and stored on an anonymous, anonymized and/or aggregated basis, or that is not personal data or personally identifiable information, does not constitute data required to be deleted under this section.

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h. Subscription Services are subject to Calix privacy policies and terms of use including the "Calix Privacy and Security Policy – Calix Cloud and EXOS Subscription Services" Attached hereto as Exhibit B. Calix reserves the right to modify its privacy policies and terms of use from time to time in its business judgment and as it deems required for compliance with applicable laws and regulations.

4. Use of Subscription Services.

a. Media Individual shall not, and shall not permit Users to transmit any material that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third-party proprietary rights, invasive of personal privacy or harmful to children (collectively "**Objectionable Matter**") in connection with any products or services under this Agreement. Media Individual and Users shall abide by rules governing permitted and appropriate use of services that Calix may publish in connection with use of any Subscription Services. Calix may, at its option at any time, adopt additional rules for permitted and appropriate use and may update them from time to time. Media Individual's and/or its Users' continued use of products and services under this Agreement shall constitute Media Individual's and/or its Users' agreement to be bound by such rules. Media Individual and Users will comply with all applicable laws and confidentiality obligations regarding Media Individual Data, use of the Subscription Services and use of any Calix-supplied text, audio, video, graphics, applications, portal, developer portal, network intelligence and other information and data available by means of the Subscription Services or on one or more Calix web portals (such content collectively, the "**Calix Content**"), including laws governing use and handling of private or personally identifiable information. Calix reserves the right to remove any Media Individual Data that constitutes Objectionable Matter or violates any law or Calix rules regarding permitted and appropriate use but is not obligated to do so.

b. Media Individual and Users shall not interfere with or disrupt the integrity of performance of the Subscription Services, any Calix Content and/or Media Individual Data. Calix reserves the right to suspend or terminate Media Individual's account or activity that is disrupting or causing harm to Calix or Calix agent or affiliate computers, systems or infrastructure or is in violation of state or federal laws.

Article III. General Terms

1. Warranty Disclaimer.

EACH PARTY RECOGNIZES AND AGREES THAT ALL SYSTEM PRODUCTS, SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED UNDER THIS EVALUATION AGREEMENT BY CALIX IS DELIVERED AS IS, WHERE IS, AND WHEN AVAILABLE. CALIX MAKES NO REPRESENTATIONS OR WARRANTIES UNDER OR RELATED TO THIS EVALUATION AGREEMENT FOR THE SYSTEM PRODUCTS, SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED HEREUNDER AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, RELATED TO THE SYSTEM PRODUCTS, SOFTWARE AND SUBSCRIPTION SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OR AS TO PATENT INFRINGEMENT OR THE LIKE, IT BEING AGREED THAT ALL SUCH RISKS ARE, AS BETWEEN CALIX AND COMPANY, TO BE BORNE BY COMPANY.

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2. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY. ADDITIONALLY, IN NO EVENT SHALL CALIX BE RESPONSIBLE FOR LOSS OF DATA OR RECORDS BY MEDIA INDIVIDUAL OR USERS, IT BEING UNDERSTOOD THAT MEDIA INDIVIDUAL SHALL BE RESPONSIBLE FOR ENSURING PROPER AND ADEQUATE BACKUP AND STORAGE OF DATA. THE TERMS OF THIS LIMITATION DO NOT LIMIT OR EXCLUDE ANY LIABILITY TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CALIX'S TOTAL AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED ONE HUNDRED DOLLARS ($100.00).

3. Indemnification.

Media Individual shall defend, indemnify and hold harmless Calix and its shareholders, officers, directors and employees against any claim, demand, suit or proceeding ("**Claim**") (i) resulting from the negligence or willful misconduct of Media Individual or Users in the use of the Software or any Subscription Services; (ii) alleging that the Media Individual Data or other data or information supplied by Media Individual infringes the intellectual property rights or other rights of a third party or has caused harm to a third party; or (iii) by a third party alleging that such third party did not consent to the collection, use, processing or disclosure of its Media Individual Data, including personally identifiable information, in connection with the Software or the Subscription Services.

4. Confidentiality.

a. "**Confidential Information**" means all proprietary and/or confidential information, technical data or know-how of a Party and/or its affiliates, which is furnished to the other Party in written or tangible form, including without limitation, any and all information relating to Software, software code, designs, techniques, specifications, development and marketing plans, product roadmaps, strategies, and forecasts, pricing, discounts and financial information; any personal data or personally identifiable information, as well as the terms of this Agreement. Oral disclosure will be deemed Confidential Information if it would reasonably be considered to be of a confidential nature. Neither Party will use the other Party's Confidential Information except as reasonably required for the performance of this Agreement. Each Party will hold in confidence the other Party's Confidential Information by means that are no less restrictive than those used for its own confidential materials. Each Party agrees not to disclose the other Party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such Party's obligations hereunder. Notwithstanding the foregoing, Confidential Information does not include information which the receiving Party is able to demonstrate is: (i) already in the possession of the receiving Party free of confidentiality obligation to the disclosing Party; (ii) independently developed by the receiving Party; (iii) publicly disclosed through no fault of the receiving Party; (iv) rightfully received by the receiving Party from a third party that is not under any obligation to keep such information confidential; or (v) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving Party will promptly inform the disclosing Party of any such requirement and reasonably cooperate with efforts to limit disclosure, procure a protective order or similar treatment. Upon termination or expiration of this Agreement, each Party will return or destroy all of such Confidential

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Information of the disclosing Party and all copies thereof in the receiving Party's possession or control to the disclosing Party. The receiving Party will certify in writing that no copies have been retained by the receiving Party, its employees or agents.

b. Media Individual agrees that Calix may collect and use system and/or device information gathered as part of the Subscription Services and/or product support services related to the Software to improve, further develop and enhance its Subscription Services, Support Services, internal processes and other products and services.

c. The Parties agree that there may be no adequate remedy at law for any breach of this Section 4 of Article III, including without limitation any actual or threatened disclosure of Confidential Information, and that either Party, in addition to any other rights or remedies, will be entitled to seek equitable relief including an injunction restraining any such breach or threatened breach by the other Party. The receiving Party of Confidential Information agrees to reasonably cooperate with disclosing Party in the event any action is necessary to enforce the terms of this Section 4 of Article III with respect to the activities of any third party (including any third party agent of the receiving Party), including providing reasonable assistance to protect any rights provided in law or equity regarding the Confidential Information or to remedy any injury resulting from the inappropriate or unauthorized disclosure or use of the Confidential Information.

5. Compliance with Laws. Media Individual acknowledges that the Calix products, platforms, services and Calix Content referenced herein, including without limitation the Systems Products, Software, or Subscription Service, and all materials related thereto contain U.S. origin materials, including proprietary and/or confidential information of Calix, and are subject to U.S. laws and regulations. Accordingly, Media Individual represents and warrants that (i) Media Individual and Users will not download, use, transfer, transmit or transported any Calix products, platforms, software, services or Calix Content to a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist-supporting" country; (ii) Media Individual and Users shall comply strictly with all applicable export laws, restrictions, and regulations of any U.S. or foreign agency or authority; and (iii) not use, export or re-export of any Calix products, platforms, software, services or Calix Content or exercise of rights under any licenses granted by Calix may be by, on behalf of, or for the benefit of any national or resident of any U.S.-embargoed country or anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders, as such materials may be updated from time to time.

6. Third-Party Software Notices. Software or services supplied under this Agreement may include separately licensed third-party components including software licensed under freeware or open source software terms. This Agreement does not alter any rights or obligations with respect to such third-party components. Additional notices and license terms applicable to third-party components of the Software may be made available upon written request. Media Individual's and Users' use of the Software constitutes its agreement to the provisions of each such applicable notice and/or license term. Calix does not seek to restrict, or receive compensation for, the copying or redistribution of publicly licensed code that is otherwise freely re-distributable to third parties (and not otherwise restricted by federal copyright or other laws). Calix disclaims all liability and warranties with respect to software subject to a public license.

7. Notice. All notices required or permitted under this Agreement will be in writing and will be effective upon confirmed receipt by hand delivery, fax, courier, certified mail to the address provided by Media Individual to Calix and in the case of Calix to 2777 Orchard Parkway, San Jose, California 95134 (with courtesy copy to calixlegal@calix.com).

8. Governing Law and Venue. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Delaware, without reference to its conflict of laws principles.

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The Parties shall use reasonable efforts to resolve any disputes, controversies or differences arising out of or relating to this Agreement amicably. If the Parties are not able to reach resolution within 60 days (or such longer period as mutually agreed), then any dispute, claim or controversy arising out of or relating to this Agreement, or the breach thereof, shall be determined by binding arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules as modified by this Agreement. The arbitration shall be held before one neutral arbitrator. The arbitration and proceedings shall be confidential. The place of arbitration shall be San Francisco, California. The arbitrator will issue a detailed written decision and award that shall set forth the legal principles of the opinion, shall decide all issues submitted, and shall be final and binding upon the Parties. Judgment on the arbitral award may be entered in any court of competent jurisdiction. This Section 8 of Article III shall not preclude Calix from seeking injunctive or other equitable relief in an appropriate court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement.

9. Assignment. Media Individual may not assign or transfer its rights or obligations under this Agreement without Calix's prior consent.

10. General. If any portion of this Agreement is held invalid, it shall not affect the validity of the remaining portions. Failure of either Party to exercise a right granted or to require performance of any term of this Agreement, or waiver by either Party of a breach of this Agreement shall not prevent subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or other term of this Agreement. Nothing in this Agreement shall create a joint venture, partnership, or similar arrangement between the Parties. No Party is authorized to act as agent for the other Party except as expressly stated in this Agreement. The Parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms. The Parties agree that this Agreement is the complete and exclusive statement of the agreement between Media Individual and Calix, and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. The terms of this Agreement shall override any conflicting terms contained in any purchase order, order form, quote, acceptance, or other document. No modification, addition, deletion or waiver of any term or condition of this Agreement shall be binding on either Party unless in writing signed by an authorized representative of such Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Signatures delivered by fax, scan, or other electronic means shall be considered original signatures for all purposes under this Agreement.

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Exhibit A
List of Calix System Products, Software and Subscription Services

- BLAST u6 systems and/or BLAST u4 Systems
- EXOS Software
- CommandIQ App (download required)
- ProtectIQ App (using CommandIQ)
- ExperienceIQ App (using CommandIQ)

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Exhibit B
Calix Privacy and Security Policy
Calix Cloud and EXOS Subscription Services

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Calix Privacy and Security Policy
Calix Cloud and EXOS Subscription Services

What is covered by this Privacy and Security Policy

This Privacy and Security Policy (the "**Privacy Policy**") covers Calix's privacy and security policies for personal information collected by Calix in connection with the provision of Calix cloud-based subscription services on the EXOS™ operating system and under Calix Cloud (collectively, the "**Cloud Services**") to a Calix customer (each a "**Customer**"). For this Privacy Policy, personal information refers to information relating to an identified or identifiable natural person with reference to a identifier, such as a name, an email address, an online identifier such as login credentials, or any other identifier by which that natural person may be contacted online or offline.

Calix understands the importance of privacy and security and is committed to providing a secure environment to protect the personal and private information provided by Customer in connection with Customer's purchase, subscription to and use of the Cloud Services, including subscriber information Customer authorizes for collection in connection with purchase, subscription to and use of the Cloud Services. Accordingly, this Privacy Policy sets out:

- The Customer employee personal information that Customer may provide to Calix in the purchase and subscription to the Cloud Services;
- The Customer subscriber personal information that Customer provides and authorizes for collection and use in connection with Calix's provision of the Cloud Services subscribed to by Customer;
- The Customer subscriber personal information that is collected as part of the registration of products and subscriber devices, as applicable, to enable the Cloud Services; and
- Calix's practices associated with collecting, using, retaining, disclosing and protecting the information associated with the use of the Cloud Services by Customer and Customer subscribers.

What is not covered by this Privacy Policy

This Privacy Policy DOES NOT apply to information:

- Calix collects on its website; or
- Calix may collect unrelated to Calix's provision of the Cloud Services.

Information collected on Calix's website at www.calix.com is subject to Calix's privacy policy in the footer of the website pages (accessible at https://www.calix.com/pages/privacy-policy.html).

Personal information does not include information that has been anonymized or aggregated so that it can no longer be used to identify a specific natural person, whether in combination with other information or otherwise.

Privacy Policy applies for any use of the Cloud Services

This Privacy Policy applies to Calix's policies and practices associated with the provision of the Cloud Services described in the applicable terms of service (TOS), terms and conditions and applicable purchase

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orders or order forms for the Cloud Service or Cloud Services subscriptions that Customer has purchased from Calix. Please read this Privacy Policy carefully to understand Calix's policies and practices regarding Customer's information and how such information will be treated. If Customer does not agree with Calix's policies and practices, Customer should not purchase and subscribe to the Cloud Services and should not use or access the Cloud Services. By accepting and agreeing to Calix's TOS and/or terms and conditions for the Cloud Services and placing a purchase order or order form for the Cloud Services, or by using or accessing the Cloud Services, Customer agrees to this Privacy Policy.

This Privacy Policy may be updated from time to time. Customer should review this Privacy Policy periodically for updates and changes. Customer's continued use of the Cloud Services after Calix revises this Privacy Policy means Customer accepts those revisions.

Children Under the Age of 16

The Cloud Services are not intended for children under 16 years of age, and Calix does not knowingly collect personal data of children under 16. If Calix learns that personal data from a child under 16 has been obtained or received without verification of parental consent, Calix will delete that information. If Customer believes Calix might have any information from or about a child under 16, please contact Calix at productprivacy@calix.com.

How Calix collects Customer Employee and Customer Subscriber Information

Customer Employee Information

Calix collects customer and customer employee information provided directly by Customer as part of Customer's purchase and subscription to the Cloud Services, which may include Customer employee personal information. Personal information of Customer employees may be provided as part of entry into the applicable TOS, terms and conditions and related purchase order or order forms, and related correspondence between Customer and Calix. Specifically, this information includes:

- Contact information for Customer employees that correspond with Calix;
- User credentials for Customer employees designated by Customer as users to access and manage Customer's use of the Cloud Services on the applicable Calix hosted portals;
- Contact information provided by Customer employees upon registration of their user account for Calix hosted portals for the applicable Cloud Services; and
- Browser information and session cookies related to Customer employees that access and use of the Calix hosted portals through user accounts for the applicable Cloud Services.

Customer Subscriber Information

Calix collects and processes Customer subscriber information in order to provide the Cloud Services to Customer. The subscriber information that is collected and processed is based on the specific Cloud Service subscriptions Customer purchases and subject to the applicable TOS, terms and conditions, purchase orders or order forms. Subscriber information collected includes:

- Information about Customer subscriber equipment, usage of network services and internet connection data from equipment Customer has deployed at subscriber premises (for example, ONTs) and at Customer central offices (for example, edge routers);

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- Information about Customer subscribers, including personal information, from Customer databases and internal systems for each subscriber that is covered by or otherwise receives the Cloud Services;
- Information about Customer subscribers reasonably needed in order for Calix to provide maintenance and technical support to Customer for the Cloud Services;
- Data insights Calix attains based on correlation and analytics of the Customer subscriber information collected in providing the Cloud Services, which may be used in aggregated and dis-aggregated formats or to obtain trend analytics, to provide the Cloud Services; and
- Use of the above-described collected Customer subscriber information in aggregated and dis-aggregated formats to enhance our current Cloud Services or to provide future Cloud Services.

Specific subscriber information that is collected for each Cloud Service is described in the next section.

Collection by Cloud Service

	Calix Cloud			Revenue EDGE on EXOS	EXOS Solutions Modules	
What Information is Collected	**CSC-DME**	**CSC-EME**	**CMC**		**ExperienceIQ**	**ProtectIQ**
From the Equipment. Information about the equipment Customer has deployed at subscriber premises as follows:						
▪ Internet connection data	X	X	X	X		
▪ Equipment ID or unique identifier for each residential gateway device (such as serial no.)	X	X		X		
▪ Equipment type and model	X	X		X		
▪ IP address	X	X	X	X		
▪ MAC address	X	X	X	X		
▪ Network mesh performance data including total bytes sent and received, total packets sent and received, physical send and receive rate, signal strength, maximum bit rate achieved, channel				X		
And other similar equipment identifying information	X	X		X		
From Customer Systems. Subscriber location, usage and information, including information from Customer databases and internal systems as follows:						
▪ Subscriber account ID	X	X	X			
▪ Subscriber name	X	X	X			
▪ Subscriber phone number	X	X	X			
▪ Subscriber email address	X	X	X			
▪ Subscriber street address	X	X	X			
▪ Subscriber billing address	X	X	X			

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What Information is Collected	Calix Cloud			Revenue EDGE on EXOS	EXOS Solutions Modules	
	CSC-DME	CSC-EME	CMC		ExperienceIQ	ProtectIQ
▪ Subscriber longitude and latitude			X			
▪ Broadband service description	X	X	X			
▪ Broadband service tier	X	X	X			
▪ Current price of subscriber broadband service	X	X	X			
▪ Upstream speed	X	X	X	X		
▪ Downstream speed	X	X	X	X		
▪ Time stamped broadband flow data containing:		X	X			
• Source IP address / Port number		X	X			
• Destination IP address / Port number		X	X			
• Protocol in use		X	X			
• Volume (in bytes)		X	X			
▪ FSAN serial number of the residential gateway device	X	X		X		
▪ Hardware serial number of the residential gateway device	X	X		X		
▪ IP address of the residential gateway device	X	X	X	X		
▪ MAC address of the residential gateway device	X	X	X	X		
▪ Wi-Fi performance metrics of the residential gateway device	X	X	X	X		
From Subscriber Premises. Subscriber location, usage and information associated with the Cloud Service as follows:						
▪ Subscriber-created profile name		X		X	X	
▪ Optional subscriber supplied avatar image				X	X	
▪ Subscriber configured primary and guest Wi-Fi network credentials: SSID, encryption, password		X		X		
▪ Subscriber-supplied URLs (text strings) for websites to be blocked or allowed		X			X	
▪ Subscriber-supplied application names to be blocked or allowed		X			X	
▪ Subscriber-supplied categories for applications to be blocked or allowed		X			X	
▪ Subscriber-supplied time interval allowed for a website or app		X			X	
▪ Time spent on a website or app		X		X	X	

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What Information is Collected	Calix Cloud			Revenue EDGE on EXOS	EXOS Solutions Modules	
	CSC-DME	CSC-EME	CMC		ExperienceIQ	ProtectIQ
▪ List of active features on the gateway				X		
▪ List of installed modules on the gateway: name, version, running status				X		
▪ MAC address of upstream router				X		
▪ Connected subscriber device MAC address, serial number, device name, type, model, vendor and OS		X		X		
▪ Source IP address and port number of requesting device		X		X	X	X
▪ File name (text string) of blocked files (such as viruses or malware)		X	X	X	X	X
▪ URLs (text strings) for blocked websites (e.g. because of user configured policy or detection of malicious content)		X	X	X	X	X
▪ Destination IP address and 'well-known' port number of requested web server or device		X		X	X	
▪ Wi-Fi performance metrics	X	X		X		
▪ Configuration and log data of EXOS Solutions Modules enabled on the residential gateway		X		X		
▪ List of devices that are allowed to bypass security		X		X		X
▪ Proof of service data including date since last reboot, date of last update, amount of data processed, amount of packets analyzed that day, amount of viruses detected, amount of intrusions prevented, amount of web based threats stopped				X		X
▪ Default priority of application traffic types				X		X
▪ Schedule of specific types of application traffic types allowed for set periods of time				X		X
▪ Time period a connected device has override priority				X		X

**For information collected in relation to Calix Compass products please refer to the data collection and usage statements for Calix Consumer Connect Plus and Calix Flow Analyze Plus.*

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How and When Information is Collected

Category of Information Collected	How Collected	When is the Information Collected
From the Equipment	Automatically collected in order to enable the functionality of the Cloud Services during the provisioning, activation and operation of the Cloud Services	Upon registration of each residential system deployed at subscriber premises for the Cloud Service
From Customer Systems	Automatically collected in order to enable the functionality of the Cloud Services during the provisioning, activation and operation of the Cloud	Upon Customer's initiation of the subscription for the Cloud Service for the subscriber and throughout the subscription for such Cloud Service
From Subscriber Premises	Automatically collected in order to enable the functionality of Cloud Services applications, including third party partner applications	Upon Customer's initiation of the subscription for the Cloud Service for the subscriber and throughout the subscription for such Cloud Service

How Calix Uses the Information

Calix uses the Customer and Customer subscriber information collected as described in this Privacy Policy, including personal information, to:

- Offer and demonstrate the Cloud Services to Customer for purposes of evaluation by Customer;
- Provide Customer with the subscribed Cloud Services as described in the user documentation for the Cloud Services or authorized in the applicable TOS, terms and conditions, purchase orders and order forms, including analytics and reporting made available as part of the Cloud Services;
- Generate insights, including using analytics and correlation of the collected subscriber data, to provide Cloud Services and to improve the experience for Customer and Customer's subscribers;
- Implement, improve and/or enhance the Cloud Services, including to make future releases available to Customer;
- Carry out Calix's obligations as described or authorized in the applicable TOS, terms and conditions, purchase orders and order forms and user documentation for the Cloud Services, and this Privacy Policy;
- Enforce Calix's rights arising from any contracts entered into between Customer and Calix; and
- Fulfill any other purpose authorized by Customer and reasonably required for the Cloud Services.

Calix may also use the Customer and Customer subscriber information collected as described in this Privacy Policy, including personal information, to inform Customer about goods and services that may be of interest to Customer. Calix does not contact Customer subscribers and does not use Customer and Customer subscriber information to contact Customer subscribers unless and only to the extent expressly authorized by Customer in writing.

Disclosure of Information

Calix does not sell or otherwise distribute or disclose Customer or Customer subscriber information to third parties other than as described or authorized in the relevant TOS, terms and conditions, purchase orders and

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order forms and user documentation, including this Privacy Policy.

The Cloud Services are cloud-based solutions and Calix utilizes third-party webhosting services to host the Cloud Services and, therefore, Calix discloses Customer and Customer subscriber information collected for the Cloud Services to authorized third-party vendors that Calix has contracted solely to provide webhosting for the Cloud Services.

Calix discloses Customer and Customer subscriber information to its subsidiaries, affiliates and certain authorized third-party vendors and contractors that provide development, integration and consulting services to Calix for the purpose of providing Customer with the subscribed Cloud Services, to maintain, support, develop, improve and/or enhance the Cloud Services and to fulfill Calix obligations associated with the Cloud Services.

Certain Cloud Services may utilize capabilities made available through third-party partner applications. In such cases, the third-party application partner may host and process Customer subscriber information under contractual arrangement with Calix to provide such services in order to deliver the Cloud Services to Customer. These Cloud Services are identified as third-party branded and require separate subscription by Customer, at which time Customer's purchase of the subscription is considered authorization to allow processing of Customer subscriber information by the relevant third-party application partner.

Calix may be required to disclose information under certain circumstances:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- To enforce Calix's rights arising from any contracts entered into between Customer and Calix;
- If Calix believes disclosure is necessary or appropriate to protect the rights, property, or safety of Calix, its customers or other third parties; or
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Calix's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Customer and/or Customer subscriber held by Calix are among the assets transferred.

Customer Choices About Our Collection, Use, and Disclosure of Information

The provision of the Customer employee and Customer subscriber information described in this Privacy Policy in relation to a Cloud Service is necessary in order for Customer to receive the Cloud Service.

Customer Employee Information

Customer information is retained and used as described in this Privacy Policy. In the event Customer has terminated the applicable agreements for the Cloud Services in accordance with the terms of such agreements, Customer information that is not required for any other Cloud Services or agreement will be deleted within 30 days of the effective date of such termination.

Customer employee information on Calix hosted portals for the Cloud Services is managed by Customer and Customer may remove any Customer employee from access to such portals at any time by deleting the applicable portal accounts. However, Customer employees whose accounts have been deleted will no longer be able to access the Cloud Services.

Customer employees who are users of Calix hosted portals may set their browser to refuse all or some browser cookies, or to alert them when cookies are being sent. If cookies are disabled or refused or if

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Customer employees block the use of other tracking technologies, some parts of the Cloud Services may then be inaccessible or not function properly.

Customer Subscriber Information

Calix collects Customer subscriber information as authorized under the applicable TOS, terms and conditions, purchase order and order form for the Cloud Service and only for those subscribers that Customer chooses to be part of the Cloud Services. Upon Customer's written request to remove a Customer subscriber, Calix will remove the subscriber from the Cloud Service with any collected information for such subscriber deleted within 60 days of the effective date of the request or within such other timeline as may be mandated by applicable law.

Accessing and Correcting Information

Customer Information

Customer employees that have created user accounts on a Calix product portal can (a) access and review their information, including personal information, and (b) correct their account and contact information, by logging into their accounts on the product portal and visiting their account profile page. Certain product portal account user information can only be corrected by contacting Calix using the "Contact" weblink and help form available on the applicable product portal page.

Subscriber Information

Customer subscriber information is collected from Customer or from subscriber premises equipment deployed by Customer in the central office and at Customer subscriber premises. Customer may at any time update Customer subscriber information by providing a new set of subscriber information for use with the Cloud Service. When Customer provides new or updated subscriber information, existing subscriber information is overwritten and replaced by the new subscriber information. Customer may also request access to Customer subscriber information by submitting a Request Form (clicking the link will take you to TrustArc, whom we have engaged to assist with such requests).

Data Security

Calix utilizes mechanisms such as intrusion detection systems, intrusion prevention systems, firewalls and encryption to secure information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The Cloud Services are hosted on third-party cloud environments that provide data center services that are SOC certified and follow security best practices and industry-recognized standards. We periodically review the relevant certifications, commitment to security best practices and audit results for key third-party cloud providers for the Cloud Services.

Calix deploys Web Application Firewalls (WAF), Intrusion Detection Systems (IDS) and Intrusion Prevention Systems (IPS) to alert and proactively contain potential threats. Enhanced security visibility and coverage is enabled through added layers of firewall and IDS beyond the network perimeter. Management connections to servers are always authenticated and encrypted via Secure Shell (SSH) when administration access is required for troubleshooting, patch management, and upgrades.

Calix runs automated vulnerability scanning on all perimeter systems to identify potential security risks. Scanning applications are regularly updated to remain current and up to date on important security vulnerabilities. Patches are applied to all relevant systems, unless a compensating control is implemented.

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Only authorized Calix Cloud Operations team members, including Calix authorized third party contractors, have access to the production environment and only to the extent necessary for the purposes of maintaining the Cloud Services and assisting our customers:

- Access to production systems are authenticated, authorized and audited
- Access to production systems requires a minimum of two factors of authentication
- Role-based access control is managed by designated Calix systems administrator

Calix uses a variety of industry-standard security technologies and best practices to help protect information from unauthorized access, use, or disclosure. In the cloud environment, data at rest is encrypted following industry standards using the strongest keys and ciphers. All communications with the Cloud Services are protected with industry standard security protocols.

Customer controls access to its accounts that access Calix product portals and the Cloud Services and, as set forth in the applicable TOS and terms and conditions for the Cloud Services, Customer and Customer employees are obligated to keep their login credentials and passwords secure and protected and maintained as confidential. Although Calix implements measures that are reasonably designed to protect the Customer and Customer subscriber, information may nevertheless be transmitted outside of Calix's systems. Any such transmission of information is at Customer's own risk, and Calix is not responsible for any circumvention of any Customer's privacy settings or security measures provided.

Changes to this Privacy Policy

Calix may update this Privacy Policy from time to time. If Calix makes material changes to how Calix treats personal information, Calix will notify Customer by email or other communication to Customer employees that are designated as users for the Cloud Services.

The date the Privacy Policy was last revised is identified at the end of this Privacy Policy. Customer is responsible for ensuring Calix has an up-to-date active and deliverable email address for Customer and for periodically visiting this Privacy Policy to check for any changes.

Contact Information

To ask questions or comment about this Privacy Policy and Calix's privacy practices for the Cloud Services, contact Calix via e-mail at productprivacy@calix.com.

Last updated: November 2020

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