

Evaluation Agreement
(Revision January 10, 2024)

This Evaluation Agreement shall apply to Customer's procurement and evaluation of Calix Offerings as stated in an Evaluation Order. These terms and conditions are made a part of and incorporated into such Evaluation Order.

1. DEFINITIONS

- 1.1. "**Ancillary Software**" means any firmware or ancillary embedded software provided by Calix as part of the Products, including updates or modifications to such software that Calix has not made subject to separate license terms.
- 1.2. "**Calix Content**" means any Calix-supplied text, audio, video, graphics, applications, portal, developer portal, network intelligence and other information and data available through the Subscription Services or on a Calix web portal.
- 1.3. "**Calix Offerings**" means the Products, Software, Software Modules, and/or Subscription Services evaluated under this Agreement.
- 1.4. "**Confidential Information**" means all technical and non-technical information, and all derivatives thereof, whether disclosed orally, written or in other tangible form, that the disclosing party designates as being confidential or which, given the nature of the information or the circumstances surrounding disclosure, would reasonably be considered as confidential. Confidential Information also includes the Software, Subscription Service, Calix Content, Customer Data, and the confidential information of a third party which is disclosed under this Agreement.
- 1.5. "**Customer Data**" means data, information, images, or material provided, submitted or otherwise transmitted by or from Customer, its users, or its subscribers to Calix.
- 1.6. "**Documentation**" means Calix's documentation or manuals describing the features and functionality of the Software or Subscription Service made available either in-product or online.
- 1.7. "**Evaluation Order**" means an order document, statement of work or other document referencing this Agreement detailing the Calix Offerings to be provided, the Evaluation Term, and the applicable Fees (if any).
- 1.8. "**Evaluation Term**" means the duration of the Software, Software Module, Subscription Services, and/or Product evaluation term, as stated in an Evaluation Order. Evaluation Terms may be extended by mutual written agreement.
- 1.9. "**Fees**" means the amount paid or payable by Customer for the Calix Offerings.
- 1.10. "**Personal Information**" means information that relates or could reasonably be linked to, or is capable of being associated with, directly or indirectly, an identified or identifiable person or as otherwise defined by applicable law.
- 1.11. "**Product**" means equipment, Ancillary Software, and other hardware that Calix makes available for evaluation.
- 1.12. "**Software**" means software developed by or for Calix and embedded in Calix Products.
- 1.13. "**Software Modules**" means individually purchased Calix software packages for use in conjunction with the Software.
- 1.14. "**Subscriber**" means Customer's active subscribers.
- 1.15. "**Subscription Services**" means Calix's internet-delivered, cloud-hosted, software as a service offering(s) described in an Evaluation Order.
- 1.16. "**Third Party Services**" means value added services, content, products, or platforms provided by a third party that interoperate with Calix Subscription Services.

2. LICENSES

- 2.1. Grant of License. Subject to the terms of this Agreement and payment of the applicable Fees (if any), Calix grants to Customer and its authorized users during the Evaluation Term a personal, non-exclusive, non-transferable, revocable, limited license to use the Software, Software Modules, and Ancillary Software in object code form only, in conjunction with the Products, for evaluation purposes.
 - 2.1.1. End User Rights Only. Customer's license rights are solely as an end user and Customer shall have no right to provide, market, distribute, sub-license or otherwise transfer the Software or Software Modules. Customer must reproduce and include the copyright notice and any other notices that appear on the original Software and Software Modules and on any copies and any media thereof.
 - 2.1.2. Rights Related to Deployment. Unless otherwise permitted in writing by Calix, Customer's right to use the Software, Software Modules and Ancillary Software are limited to use only with the Products. Customer's license includes the limited right to distribute Software and Software Modules as part of Customer's deployment of Products to its Subscribers on the condition that Customer ensures that each Subscriber's right to use the Software and Software

Modules: (i) is limited to end use only with no right to provide, market, distribute, sub-license or otherwise transfer; (ii) is expressly subject to the same restrictions applicable to Customer as set forth in this Section 2 and limited to use only with Calix Products; (iii) is provided “as is” without warranty or support of any kind by Calix; and (iv) conveys no right of ownership or title whatsoever to any Product, Software or Software Modules. The foregoing limited distribution right is subject to the terms and limitations stated in this Agreement.

- 2.1.3. **Number and Use of Software Licenses.** Calix reserves the right to track data reasonably necessary to monitor and/or manage Customer’s use of the Software and Software Modules in accordance with the terms of this Agreement, including without limitation, (i) Customer’s number of Subscribers based on device registration, location and other data available and (ii) use of software code, Subscriber management tools and applications, reporting and/or other reasonable methods. Customer agrees to reasonably cooperate with Calix and secure applicable authorizations for Calix to access and use of the foregoing data for such purposes.

3. SUBSCRIPTION SERVICES

- 3.1. **Subscription Services.** Calix grants Customer and its authorized users the right to access and use the Subscription Services during the Evaluation Term as stated in an Evaluation Order.
- 3.2. **Customer Responsibilities.** Customer is responsible for (a) the Customer Data as provided by Customer; (b) Customer’s authorized users use of the Subscription Services, and (c) if required by the Calix Offering, implementation and use of multifactor authentication. User subscriptions are for named individuals and cannot be shared or used by more than one individual at a time. Each user must keep a secure password for accessing the Subscription Services, and each user will keep such password confidential. Customer will obtain from users any consents necessary for the information Customer provides to Calix and will notify Calix in the event of any known unauthorized access or use of the Subscription Services.
- 3.3. **Connection with Products and Software.** Customer shall be provided a service provider identification number (SPID) for registration of its Products and Software with Calix. Upon Calix’s issuance of the SPID, the Products and Software shall be automatically registered and connected to Calix’s Subscription Services, which provides Customer with the ability to (i) extend and configure access for its Subscribers to services available with the subscription; (ii) set services policies, including authorization of any related data flows, controls and data management features; and (iii) view available value-added Third Party Services that may be offered from time to time by Calix. Customer must procure a Software License and Products as a prerequisite in order to evaluate Subscription Services and Third Party Services.
- 3.4. **Third Party Services.** Calix makes available certain Third Party Services for separate purchase on a subscription basis. Calix does not control and is not responsible for Third Party Services. Any Third Party Services Calix makes accessible are provided on an “as-is” and “as available” basis without any warranty of any kind.
- 3.5. **Customer Data.** Use of the Subscription Services may include provision, collection and processing of Customer Data. Customer grants Calix a limited, non-exclusive, worldwide, non-transferable, right to access, use and process Customer Data solely to the extent: (a) as requested by Customer, a user, or Subscriber; (b) as necessary to provide the Calix Offerings; (c) to, on a pseudonymized and/or aggregated basis, develop enhancements and improve the Calix Offerings, and (d) as required by applicable law or regulation. Customer will obtain from Subscribers and/or individuals any consents necessary for Customer to provide the Customer Data to Calix. Subscriber Personal Information contained within the Customer Data will be processed as described in the applicable Data Processing Agreement or privacy policy available at <https://www.calix.com/legal.html> (“DPA”). Use of Customer Data is more fully described in the Documentation and applicable Calix policies, available in the Trust Center, within the MyCalix portal available at www.calix.com (requires MyCalix account login).
- 3.5.1. All Customer Data submitted by Customer to Calix, however transmitted or provided, will remain the sole property of Customer or its Subscribers to the fullest extent provided by applicable law. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of any Customer Data made available to Calix.
- 3.5.2. **Security.** Calix will maintain industry standard administrative, physical, technical and organizational measures to protect the security, confidentiality, and integrity of Customer Data.
- 3.6. **Use of Subscription Services.** Customer shall not, and shall instruct its users and Subscribers to not, interfere with or disrupt the integrity or performance of the Subscription Services, any Calix Content, and/or Customer Data. Calix reserves the right to suspend or terminate Customer and/or any Subscriber 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.

4. PRODUCTS

- 4.1. Products are provided for use by Customer and its end users for purposes of this evaluation only, during the Evaluation Term, and may not be resold to third parties.
- 4.2. **Prices; Shipping.** To the extent applicable, all prices are exclusive of shipping, insurance and installation charges, all of which are Customer’s sole responsibility. Prices are exclusive of all sales, use, excise, value added, withholding and

other taxes, and all customs duties and tariffs. In the event Calix is required to pay any such tax, duty or charge, Customer will promptly reimburse Calix. All shipments are EXW (Incoterms) Calix's designated manufacturing facility, and risk of loss will pass to Customer when Calix places the Products at the disposal of the carrier. The carrier shall be deemed Customer's agent, and any claims for damages in shipment must be filed by Customer with the carrier. Further, Calix is authorized to designate a carrier under Calix's standard shipping practices, which excludes obtaining cargo insurance for the value of the shipment, unless instructed by Customer. Shipping charges may be added to the Product invoice or subsequently charged separately to Customer.

5. USE AND RESTRICTIONS

- 5.1. Unless expressly provided herein, Customer shall not, without the prior written approval of Calix, allow any third party (other than its contractors) to use the Calix Offerings for any purpose.
- 5.2. The Calix Offerings, along with the specifications, processes, designs, know-how and other technologies provided by Calix as part of the Calix Offerings, are protected by applicable copyright, trade secret, and other intellectual property laws. Customer shall ensure that no unauthorized person has access to the Calix Offerings, and that no person authorized to access shall make any unauthorized copy. Customer shall promptly report to Calix any unauthorized disclosure or any use of any Calix Offering of which it becomes aware and shall take such further steps as may reasonably be requested by Calix, including but not limited to taking all appropriate and necessary legal action, to prevent or minimize any unauthorized use, modification, copying, or transmission thereof.
- 5.3. Customer receives no rights to the Calix Offerings other than those specifically granted above. Without limiting the generality of the foregoing, as applied to all Calix Offerings, unless otherwise provided in this Agreement, Customer 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 Calix Offerings by any means whatsoever; (ii) remove any product identification, copyright, or other notices; (iii) provide, lease, lend, use, or allow others to use the Calix Offerings to or for the benefit of third parties; (iv) except as stated in the applicable Documentation or with Calix prior written consent, modify, incorporate into other software, or create a derivative work of any part of the Calix Offerings; or (v) use the Calix Offerings to gain a competitive advantage over Calix or to provide such a competitive advantage to a third party. Customer, its users and Subscribers will comply with all applicable laws and confidentiality obligations regarding use of the Calix Offerings and Calix Content, and provision of Customer Data.

6. FEES; TERM AND TERMINATION

- 6.1.1. Fees; Payment Terms. Use of and access to the Calix Offerings and related documentation are subject to Customer's payment of the applicable Fees (if any) stated in the Evaluation Order. All prices and Fees are exclusive of shipping, taxes, levies, tariffs, duties, and the like, which are invoiced as a separate line item and paid by Customer. All prices are stated and all payments shall be made, in U.S. dollars except as otherwise expressly agreed in writing. Unless otherwise stated in an Evaluation Order, invoices are due and payable within thirty (30) days of the invoice date.
- 6.2. Term and Termination.
 - 6.2.1. Term. This Agreement is valid from the Evaluation Order Effective Date and continues until terminated or all evaluations have expired.
 - 6.2.2. Termination. Calix may terminate this Agreement at any time for any reason or for no reason upon five (5) days' written notice to Customer. This Agreement shall automatically terminate upon Customer disabling of and returning the Software and Products to Calix. Calix may terminate any Calix Offering and/or this Agreement immediately upon notice to Customer of any breach by Customer of Section 3.6 (Use of Subscription Service), Section 5 (Use and Restrictions), Section 7.5 (Confidentiality), Section 7.6 (Compliance with Laws), the Product Terms, or the DPA.
 - 6.2.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason, Calix may terminate access to any Calix Offering and Customer and all of its users and Subscribers shall (i) cease all use of and access to the Calix Offerings, (ii) terminate or otherwise cause the cessation of the Calix Offering functionality (whether or not modified or incorporated with or into other software) and certify in writing to Calix that it has done so, (iii) pay Calix all undisputed amounts when due up to the effective date of termination, and (iv) return the Product(s) to Calix pursuant to Calix shipping instructions. Upon termination of the Agreement, upon request, each Party will return or destroy the other Party's Confidential Information in its possession or control. Customer shall be responsible for the shipping and returning of all Products to Calix within ten (10) days after termination or expiration of the Agreement. Customer will bear the risk of loss or damage to the Products while in transit from Customer and while in Customer's possession.
 - 6.2.4. Survival. Obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration. Termination is not an exclusive remedy; all other remedies will be available whether or not the Agreement or any Evaluation Order is terminated.

7. GENERAL TERMS

- 7.1. WARRANTY DISCLAIMER. THE CALIX OFFERINGS PROVIDED HEREUNDER ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, CAPACITY, TITLE, WHETHER ORAL, WRITTEN, OR IN ANOTHER MEDIUM. CALIX DOES NOT WARRANT THAT THE OPERATION OF THE CALIX OFFERINGS WILL BE UNINTERRUPTED OR ERROR-FREE, WILL MEET ALL NEEDS OF CUSTOMER AND/OR ITS SUBSCRIBERS, OR WILL CAUSE CUSTOMER AND OR ITS SUBSCRIBERS TO BE IN COMPLIANCE WITH ALL LAWS OR REGULATIONS. CALIX DOES NOT AND CANNOT WARRANT THE RESULTS OF USING THE CALIX OFFERINGS.
- 7.2. Limitation of Liability.
- IN NO EVENT SHALL CALIX 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. 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 THE GREATER OF (A) THE AGGREGATE FEES RECEIVED BY CALIX FROM CUSTOMER DURING THE APPLICABLE EVALUATION TERM OR (B) \$500.
- 7.3. Indemnification. Customer 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 Customer or Customer’s users or Subscribers in the use or deployment of the Calix Offerings; (ii) alleging that the Customer Data or other data or information supplied by Customer infringes the intellectual property or other rights of a third party or has caused harm to a third party; (iii) by a third party alleging that such third party did not consent to the collection, use, processing or disclosure of its Customer Data, including Person Information, or (iv) resulting from or alleging Customer’s breach of applicable laws.
- 7.4. Ownership. As between the Parties, Calix owns and retains all title to its intellectual property, including all patents, copyrights, trade secret rights, sui generis database rights, and all other proprietary rights and moral rights in and to the Calix Offerings, Calix Content, trademarks, and Calix Confidential information, and the specifications, processes, designs, know-how and other technologies provided by Calix along with any derivative works thereof (collectively the “**Calix IP**”). The licenses granted herein are not intended to and do not constitute a sale of any Calix IP or any portion or copy of it. To the extent Customer elects to provide Calix any feedback or suggestions concerning any Calix Offerings (“**Feedback**”), Customer disclaims any ownership, right or title to any such Feedback, and Calix may freely use and exploit the Feedback (without any obligations or restrictions).
- 7.5. Confidentiality.
- 7.5.1. Use, Disclosure, and Return of Confidential Information. 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, but in any event no less than a reasonable degree of care. Each Party agrees not to disclose the other Party’s Confidential Information to anyone other than its employees or contractors who are bound by confidentiality obligations and who need to know the same to perform such Party’s obligations hereunder. Notwithstanding anything to the contrary in this Agreement, 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 obligations to the disclosing Party; (ii) independently developed by the receiving Party without breach of its obligations herein; (iii) publicly disclosed through no fault of the receiving Party; or (iv) rightfully received by the receiving Party from a third party that is not under any obligation to keep such information confidential. If the receiving Party is compelled by law, regulation, or court order to disclose Confidential Information, it will promptly inform the disclosing Party of any such requirement (to the extent legally permitted) and reasonably cooperate with efforts to limit disclosure, procure a protective order or obtain similar treatment. Only that portion of the disclosing party’s Confidential Information that is legally required to be disclosed may be disclosed. Upon termination or expiration of this Agreement, each Party will return or destroy all Confidential Information of the disclosing Party and all copies thereof in the receiving Party’s possession or control. Upon request, the receiving Party will certify in writing that no copies have been retained by the receiving Party, its employees or agents.
- 7.5.2. Equitable Remedy. The Parties agree that there may be no adequate remedy at law for any breach of this Section 7.5, including without limitation any actual or threatened disclosure of Confidential Information, and that either Party, in

addition to any other rights or remedies, is entitled to seek equitable relief including an injunction restraining any such breach or threatened breach by the other Party.

- 7.6. **Compliance with Laws.** Customer acknowledges that the Calix Offerings and Calix Content, 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. Both Parties agree to comply with all applicable laws, including export control laws. Customer shall obtain any necessary licenses and/or exemptions and bear all related expenses with respect to any export or re-export of any Calix Offerings or Calix Content, or any part thereof.
- 7.7. **Third-Party Software Notices.** Calix Offerings may be provided with separately licensed third-party software including software licensed under freeware or open source software terms. Customer’s use of the Calix Offerings 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). Except as expressly provided in the Agreement, Calix disclaims all liability and warranties with respect to software subject to a public license.
- 7.8. **Severability; Waiver; Assignment.** 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. Customer may not assign or transfer its rights or obligations under this Agreement without Calix’s prior written consent, and any assignment without such consent will be void.
- 7.9. **Governing Law and Venue.** The law that will apply in any dispute arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute, will be based on the location of Customer’s domicile in accordance with the table below, without reference to its conflict of laws principles. Each Party hereby consents to exclusive jurisdiction and venue in the courts located in such jurisdiction. Neither Party is precluded 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.

Territory of Domicile	Governing Law and Venue
North America, U.S. Territories, and South America	Governing law: State of California (USA); Venue: San Francisco, California
Europe (except U.K.), the Middle East, and Africa	Governing law: The Netherlands; Venue: Amsterdam, The Netherlands
United Kingdom	Governing law: England and Wales; Venue: London, England
Asia (except the Middle East) or Pacific	Governing law: Singapore; Venue: Singapore
Australia and New Zealand	Governing law: Victoria, Australia; Venue: Melbourne, Australia
If the territory of domicile is not otherwise covered above in this table, the governing law shall be the State of California (USA) and the venue shall be San Francisco, California.	

- 7.10. **Notice.** All notices required or permitted under this Agreement will be in writing and will be effective upon confirmed receipt by hand delivery, courier, or certified mail to the address set forth above (and in the case of Calix, with courtesy copy to calixlegal@calix.com).
- 7.11. **Independent Contractors.** 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 otherwise.
- 7.12. **Entire 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 Customer and Calix, and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this Agreement. Customer purchase orders, vendor registration terms, or similar documents will be for convenience only, and all terms and conditions (pre-printed or otherwise and regardless of how referenced) will be void and of no effect. This Agreement is prepared and executed in the English language only, which language shall be controlling in all respects. Any translations of this Agreement into any other language are for reference only and shall have no legal or other effect. 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.
- 7.13. **Counterparts.** 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.