



## Calix Data Processing Agreement Effective March 31, 2023

Calix, Inc. (“Calix” or “us” or “our”) and the entity entering into this agreement (“Customer”) are parties to a separate service agreement or other commercial contract terms for the purchase, access to, and use of Calix offerings (“Contract”). Calix protects Customer Personal Data in compliance with the terms of this Data Processing Agreement (“DPA”). “Customer Personal Data” means personal data relating to named or identifiable individuals that subscribe to Customers’ services that Customer provides to Calix when Customer accesses or uses Calix products and services purchased under the Agreement (“Services”).

- 1. Control and Ownership.** Customer owns and controls all Customer Personal Data. Calix does not use Customer Personal Data, except: (a) in the interest and on behalf of the Customer; (b) as necessary to provide the Services, or (c) as contemplated or directed by the Contract. Calix returns or deletes Customer Personal Data at Customer’s request, as agreed in the Contract, or after the Contract expires or is terminated.
- 2. Use and Transfer Limitations.** Calix will not access, collect, store, retain, transfer, use or otherwise process in any manner any Customer Personal Data, except: (a) in the interest and on behalf of Customer; (b) as directed by authorized personnel of Customer in writing; and (c) in accordance with applicable law. Without limiting the generality of the foregoing, Calix will only make Customer Personal Data accessible to its subprocessors listed at [Trust Center \(calix.com\)](https://www.calix.com/trust-center) (requires Customer account representative login) and Customer consents to such access, or upon written instructions from Customer. Subprocessors will be subject to written agreements that contain obligations no less restrictive than those in this DPA. If Calix adds additional subprocessors in the future, Customer will have an opportunity to object before Calix makes Customer Personal Data accessible to any subprocessors. Customer instructs Calix to store Customer Personal Data in data centers around the world including located in the United States and Canada. Calix will return or delete any Customer Personal Data at the end of Customer’s relationship with Calix and at any time at Customer’s request. Calix will keep Customer Personal Data confidential, and Calix ensures that persons authorized to process Customer Personal Data on Calix’s behalf commit themselves to confidentiality obligations and other contractual obligations that are at least as protective of Customer Personal Data as this DPA. Calix will only process Customer Personal Data for a business purpose as defined in the California Consumer Privacy Act of 2018, as amended, including the California Privacy Rights Act of 2020 (“CCPA”). Business purposes of the transfer to, and further processing of Customer Personal Data by, Calix are to perform Services on behalf of Customer including providing analytics services.
- 3. Security.** Calix applies technical, administrative and organizational data security measures that meet or exceed the requirements described in Calix’s technical and organizational measures for security (TOMS) posted in the Trust Center on MyCalix (requires customer account representative login) available here: [Trust Center \(calix.com\)](https://www.calix.com/trust-center). Calix may update and modify its TOMs from time to time, provided that Calix must not reduce the level of security provided thereunder, except with Customer’s consent or with 90 days’ prior written notice.
- 4. Cooperation with Compliance Obligations.** At Customer’s reasonable request, Calix will (a) reasonably assist Customer with Customer Personal Data access, deletion, portability and other requests, subject to compensation for any custom efforts required of Calix and (b) enter into additional contractual agreements to meet specific requirements that are imposed by mandatory laws on Customer pertaining to Customer Personal Data and that, due to their nature, can only be satisfied by Calix in its role as service provider, subject to additional cost reimbursement or fees as appropriate. At Customer’s request, Calix will agree to applicable Standard Contractual Clauses for cross-border transfers to processors. If Customer can no longer legally use Calix’s products due to changes in applicable law related to the processing of Customer Personal Data which make Customer unable to use the Services as intended, Calix shall allow Customer to terminate the applicable Order Document and provide transition or migration assistance of Customer Personal Data as reasonably required, subject to termination charges and fees as mutually agreed in good faith by the parties. Customer will inform Calix of any consumer request made pursuant to applicable law with respect to Customer Personal Data and provide Calix the information necessary to comply with the request. Calix will notify Customer if it determines that it can no longer meet its obligations under the CCPA.
- 5. Audits.** Calix conducts industry standard data security and privacy compliance audits and agrees to share audit report results with Customer upon request.
- 6. Security Breach Notification.** Calix agrees to notify Customer of unauthorized access, use, disclosure, alteration, destruction, or loss of Customer Personal Data as required by applicable law.

7. No Information Selling or Sharing for Cross-Context Behavioral Advertising. Calix does not accept or disclose any Customer Personal Data as consideration for any payments, services, or other items of value. Calix does not sell or share any Customer Personal Data, as the terms “sell” and “share” are defined in the CCPA. Calix does not retain, use, or disclose Customer Personal Data (a) for cross-context behavioral advertising, or (b) outside the direct business relationship with Customer.

8. Integration. This DPA is binding on Calix if and to the extent it is expressly agreed or incorporated by reference in a duly signed Contract. This DPA shall not create third party beneficiary rights. Calix does not accept or submit to additional requirements relating to Customer Personal Data, except as specifically and expressly agreed in writing with explicit reference to the Contract and this DPA.

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