

DATA PROCESSING ADDENDUM

1. Definitions

- 1.1 “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended or replaced from time to time and its implementing regulations. As applicable, the terms “**business purpose**”, “**personal information**”, and “**service provider**” shall have the same meaning as in the CCPA.
- 1.2 “**Customer Personal Data**” means any Customer Personal Information processed by Calix on behalf of Customer pursuant to or in connection with the Agreement.
- 1.3 “**Data Protection Laws**” means all applicable data protection or privacy laws of any country or jurisdiction governing Personal Information, including, where applicable, EU, UK, and Swiss data protection laws and the CCPA.
- 1.4 “**GDPR**” means EU General Data Protection Regulation 2016/679. The terms, “**controller**”, “**data subject**”, “**process**”, “**processing**”, “**processor**”, and “**supervisory authority**” shall have the same meaning as in the GDPR.
- 1.5 “**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, including names, email addresses, postal addresses, identification numbers, location data, online identifiers or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the person.
- 1.6 “**Security Incident**” means any unlawful or unauthorized access, use, disclosure, alteration, destruction, or loss of Customer Personal Data.
- 1.7 “**Services**” means the services and other activities to be supplied to or carried out by or on behalf of Calix for Customer pursuant to the Agreement.
- 1.8 “**Standard Contractual Clauses**” means the standard contractual clauses for the transfer of Customer Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 1 (Controller to Controller), Module 2 (Controller to Processor) and Module 3 (Processor to Processor) as in force and as amended, updated or replaced from time to time.
- 1.9 “**Subprocessor**” means any person or entity appointed by or on behalf of Customer to process Customer Personal Data in connection with the Agreement.

2. Processing of Customer Personal Data

- 2.1 Each party will comply with the obligations applicable to it under Data Protection Laws with respect to processing of Customer Personal Data. Unless otherwise required by Data Protection Laws, Calix will only process Customer Personal Data in accordance with Customer documented instructions and solely to perform the Services under the Agreement. Without limiting the foregoing, Calix agrees not to collect, retain, use or disclose any Customer Personal Data (a) for targeted or cross-context behavioral advertising, (b) but for the business purposes specified in the Agreement, or (c) outside Calix's direct business relationship with Customer. Calix will not combine Customer Personal Data with other data if and to the extent this would be inconsistent with limitations on service providers or contractors under the CCPA or other Data Protection Laws.
- 2.2 Calix (a) shall not sell any Customer Personal Data, (b) is not receiving the Customer Personal Data in consideration for any Services or other items provided or performed by Calix under the Agreement, and (c) will only use the Customer Personal Data for the sole purpose of providing the Services to Customer under the Agreement.
- 2.3 With respect to any Customer Personal Data that is subject to the GDPR, or similar laws of other jurisdictions, Calix accepts the Standard Contractual Clauses. With respect to any Customer Personal Data that is subject to the UK General Data Protection Regulation, Calix accepts the UK International Data Transfer Addendum to the Standard Contractual Clauses. Calix will provide completed Annexes to the Standard Contractual Clauses and UK International Data Transfer Addendum upon request. Where similar laws of other jurisdictions apply, references specific to the European Economic Area contained in the Standard Contractual Clauses shall be understood to refer to such other jurisdictions.
- 2.4 With respect to any Customer Personal Data that is subject to the laws of Switzerland, Calix agrees to the Standard Contractual Clauses as set out in this DPA subject to the following amendments: The Federal Data Protection and Information Commissioner is the competent supervisory authority in so far as the data transfer falls under Swiss law. Switzerland is also to be considered as a Member State within the meaning of the Standard Contractual Clauses so that data subjects can file claims according to clause 18c of the Standard Contractual Clauses at their habitual residence in Switzerland. Applicable law for contractual claims under Clause 17: Swiss law (or the law of a country that allows and grants rights as a third-party beneficiary for contractual claims regarding data transfers pursuant to the Federal Act on Data Protection "FADP"). References to the General Data Protection Regulation and the Regulation (EU) 2016/679 are to be understood as references to the FADP.
- 2.5 Annex 1 and 2 to this DPA sets out certain information regarding Calix's processing of Customer Personal Data as required by Data Protection Laws, including Article 28(3) of the GDPR and the Standard Contractual Clauses.
- 2.6 Calix will notify Customer if it makes a determination that it can no longer meet its obligations under Data Protection

Laws.

3. Security

- 3.1 Calix will implement logical, physical, technical, and organizational measures in accordance with industry practices to protect Customer Personal Data against a Security Incident, including, as appropriate, the measures referred to in Article 32(1) of the GDPR. Calix will comply with the security obligations stated in Annex 2 to this DPA.
- 3.2 Calix will ensure that (i) access to Customer Personal Data is limited to those individuals who need to access Customer Personal Data to perform the Services, (ii) those individuals will comply with Data Protection Laws, and (iii) all such individuals are subject to confidentiality obligations no less stringent than those in the Agreement and such obligations will survive the termination of that individual's engagement with Calix.

4. Data Transfers

- 4.1 The parties will transfer Customer Personal Data internationally only pursuant to a transfer mechanism valid under Data Protection Legislation (i.e. a valid mechanism in the exporting country, for example, in the case of transfers from within the European Union to another country, a scheme which is approved by the European Commission as ensuring an adequate level of protection). If the transfer mechanism authorizing the transfer of Customer Personal Data from one country to another country as contemplated in this Section is no longer applicable, the Standard Contractual Clauses will apply. For purposes of the Standard Contractual Clauses, (a) Customer will be referred to as the "Data Exporter"; and (b) Calix will be referred to as the "Data Importer."

5. Subprocessing

- 5.1 A list of authorized Subprocessors is available at <https://www.calix.com/my-calix/trust.html>. Calix may engage additional Subprocessors and will update the list of Subprocessors on the website stated above. Should Customer object to a new Subprocessor, and the Services cannot be provided without the use of the new Subprocessor, Customer may terminate the applicable Services without penalty and receive a refund of any prepaid unused fees.
- 5.2 With respect to each Subprocessor, Calix will:
 - 5.2.1 before the Subprocessor first processes Customer Personal Data, carry out due diligence to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by this DPA, the Agreement and Data Protection Laws, including the requirements of Article 28(3) of the GDPR, and that the agreement with the Subprocessor contain such protections;
 - 5.2.2 if use of the Subprocessor involves an international transfer, ensure that a transfer mechanism or the Standard Contractual Clauses are at all relevant times incorporated into the agreement with the Subprocessor in accordance with Section 4 above; and
 - 5.2.3 upon request, provide to Customer for review copies of agreements with the Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this DPA).
- 5.3 Calix will remain fully liable for the acts and omissions of its Subprocessors' processing of Customer Personal Data to the same extent Calix would be liable if it had performed them directly.

6. Data Subject Rights

- 6.1 Taking into account the nature of the processing, Calix will assist Customer with its fulfilment of Customer's obligations to respond to requests to exercise data subject rights under Data Protection Laws.
- 6.2 Calix will promptly notify Customer if Calix receives a request from a data subject under any Data Protection Law in respect of Customer Personal Data.
- 6.3 Calix will ensure that it does not respond to a request, other than to confirm necessary details if required, except on the documented instructions of Customer or as required by Data Protection Laws, in which case Calix shall, to the extent permitted by Data Protection Laws, inform Customer of that legal requirement before it responds to the request.

7. Security Incident

- 7.1 Calix agrees to notify Customer of any known Security Incidents without undue delay. Calix will provide Customer with sufficient information to allow Customer to meet its obligations to report to any supervisory authority or inform data subjects of the Security Incident under applicable Data Protection Laws.

8. Data Protection Impact Assessment and Prior Consultation

- 8.1 Calix will provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with supervisory authorities, which Customer reasonably considers to be required under Articles 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law.

9. Deletion of Customer Personal Data

- 9.1 Calix will within a reasonable time period following the earlier of (i) written request from Customer or (ii) termination

of the Agreement, return to Customer, or if return is not possible, securely delete all copies of Customer Personal Data. Notwithstanding the foregoing, any Customer Personal Data stored on Calix's backup servers shall be deleted in accordance with its archival procedures. Calix may retain Customer Personal Data to the extent and for such period as required by law. The terms of this DPA and the Agreement will continue to apply to any Customer Personal Data retained by Calix under this Section 9.1 and Calix will not process such Customer Personal Data for any other purpose.

- 9.2 Upon written request of Customer, Calix will provide written certification to Customer that it has complied with its obligations in accordance with this Section 9.

10. Audit rights

- 10.1 Upon Customer request, Calix will provide a copy of its then most recent third-party audits or certifications, as applicable, or any summaries thereof, in order that Customer may reasonably verify Calix's compliance with this DPA. Calix will allow Customer or its independent auditor to conduct an audit (including inspection) upon 30 days' notice. Calix will contribute to such audits to verify Calix's compliance with its obligations under this DPA. The audit will be conducted during normal business hours and will not unreasonably interfere with Calix's business activities. Customer has the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data.

11. General Terms

- 11.1 Nothing in this DPA reduces Calix's obligations under the Agreement in relation to the protection of Customer Personal Data or permits Calix to process (or permit the processing of) Customer Personal Data in a manner which is prohibited by the Agreement. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses (with the UK Addendum, as applicable), the Standard Contractual Clauses will prevail. In the event of any conflict or inconsistency between this DPA and the Agreement, this DPA will prevail.
- 11.2 In the event of changes to Data Protection Laws or the model Standard Contractual Clauses by a government or supervisory authority, the parties will promptly negotiate in good faith with a view to implementing the necessary changes to this DPA as soon as is reasonably practicable.
- 11.3 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
- 11.4 This DPA is binding on Calix if and to the extent it is expressly agreed or incorporated by reference in a duly signed Agreement. 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 Agreement and this DPA.

ANNEX 1

Data Exporter

Customer

Data Importer

Calix, Inc.

Data Subjects

Categories of Data Subjects, as determined by the Data Exporter, may include Customer representatives and (end) users, such as employees, contractors, collaborators, partners, suppliers, and customers of Customer. Data Subjects also may include consumers and individuals attempting to communicate or transfer personal data to users of the Services to be provided under the Agreement.

Categories of data

Categories of personal data, as determined by the Data Exporter, may include personal contact information such as name, home address, home telephone or mobile number, fax number, email address, employment details including employer name, job title and function, IP and/or MAC address, geolocation data, and usage data.

Special categories of data (if appropriate)

N/A

Processing operations

The objective of processing of personal data by Data Importer is the performance of the Services provided under the Agreement.

ANNEX 2

Calix will maintain at least the security obligations as stated in Calix's Technical and Organizational Measures of Security (TOMS), available at: <https://www.calix.com/my-calix/trust/toms.html>.