



## Exhibit C Subscriber End User Terms

Subscribers of the Calix Smart Home and Business Solution shall be subject to the following end user terms:

### I. Definitions.

**Calix, Inc. ("Calix")** is a third party that has developed its proprietary Calix Smart Home and Business Solution.

**Calix Infrastructure Cloud** means Calix's proprietary cloud-based microservices software platform for EXOS.

**Calix Smart Home and Business Solution** means the EXOS™ Systems Products, Calix Infrastructure Cloud and EXOS Solutions Modules, together with EXOS.

**EXOS** means the Calix proprietary operating system framework software (collectively with related documentation, revisions, error corrections, enhancements, and updates thereof).

**EXOS Solutions Modules** means the Calix developed EXOS Solutions Modules offered for separate purchase and that, when available, will offer value-added services and options that Calix may from time to time make available on a subscription basis subject to additional product terms and conditions of use, including applicable third-party terms and conditions.

**EXOS System Products** means the Calix branded system products including the GigaSpire™ systems.

### II. Term.

Subscriber's continued use of products and services under this Agreement shall constitute subscriber's agreement to be bound by the following terms for the Calix Smart Home and Business Solution. Subscriber shall immediately cease use of the Calix Smart Home and Business Solution if they do not agree to these following terms.

### III. Grant of Limited Term License.

EXOS, together with any associated software components specified in Calix product documentation as part of the EXOS framework software, are referred to collectively as the "Software." Subject to the terms of this Agreement subscriber are granted a personal, non-exclusive, non-transferable, revocable, limited license to use the Software in object code form only in conjunction with the EXOS System Products and the Calix Smart Home and Business Solution solely in the United States during the term of this Agreement.

### IV. Subscriber Limited Right to Use.

The Subscriber's license rights are solely as an end user and subscriber shall have no right to provide, market, distribute, sublicense or otherwise transfer the Software.

### V. License Restrictions.

a) Subscriber receives no rights to the Software except as expressly provided herein. Without limiting the generality of the foregoing, the following restrictions apply to all Software. Subscriber 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) modify, incorporate into other software, or create a derivative work of any part of the Software; provided, however, nothing in this subparagraph (iv) prohibits subscriber from using the Software in conjunction with its other authorized uses of Software.

b) Service provider reserves the right to track data reasonably necessary to monitor and/or manage Subscriber's use of the Software in accordance with the terms of this Agreement, including without limitation through use of software code, subscriber management tools and applications, reporting and/or other reasonable method, and Subscriber agrees to reasonably cooperate and allow service provider reasonable access to data and records for such purpose.

c) Subscriber shall not obtain any title to the Software, 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 as part of the Software. Any licenses which may be granted herein are not intended to and do not constitute a sale of the Software or any portion or copy of it. To the extent subscriber elects to provide service provider any feedback or suggestions concerning the Software, subscriber disclaims any ownership, right or title to any modifications and derivative works to the Software developed in connection thereto.

### VI. Use of Subscription Services.

a) For purposes of this Agreement, the term "Subscription Services" refers to and includes the subscription to the Calix Infrastructure Cloud and subscriptions to one or more Calix EXOS Solutions Modules.

b) Subscriber shall not transmit any material that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, harmful to children or otherwise objectionable (collectively "Objectionable Matter") in connection with any products or services under this Agreement. Subscriber shall abide by rules governing permitted and appropriate use of services that service provider may publish in connection with use of any Subscription Services.

c) Service provider may, at its option at any time, adopt additional rules, including third party rules, for permitted and appropriate use and may update them from time to time. Subscriber's continued use of products and services under this Agreement shall constitute Subscriber's agreement to be



bound by such rules. Subscriber shall immediately cease use if they do not agree to these terms. Subscriber will comply with all applicable laws and confidentiality obligations regarding data, use of the Subscription Services and use of any content and other information and data available by means of the Subscription Services, including laws governing use and handling of private or personally identifiable information. Service provider reserves the right to remove any data that constitutes Objectionable Matter or violates any law or Calix rules regarding permitted and appropriate use but is not obligated to do so.

- d) Subscriber shall not interfere with or disrupt the integrity of performance of the Subscription Services. Service provider reserves the right to suspend or terminate subscriber account or activity that is disrupting or causing harm to any Subscription Services or the underlying computers, systems or infrastructure or is in violation of state or federal laws.

#### VII. Intellectual Property Rights.

The Software and Subscription Services, along with the specifications, processes, designs, know-how and other technologies provided as part of the Software and Subscription Services, are protected by applicable copyright, trade secret, and other intellectual property laws in favor of their respective owners, and Subscriber shall not take any action that directly or indirectly infringe such intellectual property rights. Subscriber shall ensure that no unauthorized person shall have access to the Software, and that no persons authorized to have access shall make any unauthorized copy. Subscriber shall promptly report to service provider any unauthorized disclosure or any use of any Software of which it becomes aware and shall take such further steps as may reasonably be requested by service provider, including but not limited to taking all appropriate and necessary action, to prevent or minimize any unauthorized use, modification, copying, or transmission thereof.

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