



CALIX, INC. NONDISCLOSURE AGREEMENT

In connection with a proposed business relationship, Calix, Inc. (such party, together with its affiliates and subsidiaries, shall be referred to as "Calix") has allowed you (as named below) access, or may allow you access, to business, technical or other information, materials and/or ideas ("Confidential Information," which term shall include, without limitation, anything you learn or discover as a result of exposure to or analysis of any Confidential Information). Confidential Information may include the confidential information of a third party, which is disclosed with the consent of that third party.

In consideration of any disclosure and any negotiations concerning the proposed business relationship, you agree as follows:

1. You will hold in confidence and will not possess, use (except as required to evaluate the proposed business relationship) or disclose any Confidential Information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by Calix, (c) was properly disclosed to you by another person without restriction or (d) was independently developed by you without reference to any Confidential Information. You will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. You will not export, directly or indirectly, any Confidential Information or any product utilizing any Confidential Information to any country for which the United States government or any government agency requires an export license or other government approval without first obtaining such license or approval.
2. If you decide not to proceed with the proposed business relationship or if asked by Calix, you will promptly return all Confidential Information and all copies, extracts and other objects or items in which Confidential Information may be contained or embodied.
3. You will promptly notify Calix of any unauthorized release, disclosure or use of Confidential Information.
4. Nothing in this Nondisclosure Agreement shall be construed as granting to you any right or license in or to any of the Confidential Information.
5. You understand that this Nondisclosure Agreement does not obligate Calix to disclose any information or negotiate or enter into any agreement or relationship. You will strictly abide by any and all instructions and restrictions provided by Calix from time to time with respect to Confidential Information or Calix systems. You will ensure the security of any facilities, machines, accounts, passwords and methods you use to store any Confidential Information or to access Calix systems and ensure that no other person has or obtains access thereto.
6. You acknowledge and agree that due to the unique nature of the Confidential Information, any breach of this agreement would cause irreparable harm to Calix for which damages are not an adequate remedy, and that Calix shall therefore be entitled to equitable relief in addition to all other remedies available at law.
7. This Nondisclosure Agreement is personal to you, is non-assignable by you, is governed by the laws of the State of California and may be modified or waived only in writing signed by both parties. If any provision of this Nondisclosure Agreement is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Nondisclosure Agreement shall be entitled to recover attorneys' fees and costs.

Notwithstanding the foregoing, if the company I am representing has a corporate nondisclosure agreement on file with Calix, such corporate nondisclosure agreement will supersede this Nondisclosure Agreement and govern my receipt of Confidential Information to the extent covered by such corporate nondisclosure agreement.

Acknowledge and agree on Date:

Signature:

Name:

Address: