

Logix Fiber Networks Channel Partner Portal

Terms of Use

The Partner Portal (defined below) is provided by Logix in order to provide partner relationship management (“PRM”) services to Channel Partners. You represent and warrant that each of your employees accessing the Partner Portal through your account (each, an “Authorized User”), agrees to be bound by and will comply with these Terms.

These Terms of Use (“Terms”) govern your use of and access to the service and/or partner portal provided by Logix, including any data and content maintained therein and any features or functionalities thereof (collectively, the “Partner Portal”).

1. Partner Portal

1.1. Access to the Partner Portal. The Partner Portal may be accessed and used by Authorized Users, provided that (a) you are responsible for compliance with these Terms by each Authorized User, and (b) any use of the Partner Portal by each Authorized User is solely for our and your benefit. Each individual account for an Authorized User accessing the Partner Portal through Partner’s account is referred to herein as a “User Account.”

1.2. Passwords. Each User Account is protected by a password selected by the Authorized User during registration. Each Authorized User is responsible for maintaining the confidentiality of their password, and a User Account may not be used without permission from its Authorized User. We are not responsible for any loss or damage arising from an Authorized User’s failure to keep their password secure or confidential. You and your Authorized Users must notify us of any unauthorized use of their password and any other breach of security, and Authorized Users must ensure that they exit their User Account at the end of each session.

1.3. Modifications to the Partner Portal. We may update, modify, and/or stop (permanently or temporarily) providing the Partner Portal (or any part thereof) from time to time without prior notice to you. We retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you, and you will be bound by the revised Terms.

1.4. Proprietary Rights. The Partner Portal contains proprietary and confidential information of Logix and its licensors that is protected by applicable United States and foreign laws and treaties. As between you and Logix, the Partner Portal and all intellectual property rights therein (including any comments, suggestions, ideas, enhancement requests, feedback, recommendations or other information relating thereto) are and will remain the sole property of Logix and its licensors, and no rights are granted to you with respect to the Partner Portal, or the intellectual property rights therein, other than the limited rights and licenses specified in these Terms. You will not (and will not allow any Authorized User or third party, to remove any copyright or other proprietary or product identification notices contained in or displayed by the Partner Portal or contained in any written material which may relate to the Partner Portal.

2. Content and Data Security

2.1. Partner Content. When using the Partner Portal, you will provide us with access to certain content owned by you, Authorized Users, and/or third parties (including Prospects and Customers), including information, images, files, data, communications, text messages, audio messages, videos, graphics, sounds and other materials (collectively, the “Partner Content”). You hereby grant (and warrant and represent that

you have the right to grant) a non-exclusive, worldwide, royalty free, transferable, sub-licensable license to us to access, process, copy, display, transmit, distribute, store and otherwise use Partner Content in connection with the operation of the Partner Portal.

2.2. Data Processing. You authorize and direct us to retain, use, disclose, and otherwise process the Partner Content in connection with the Agreement. You represent and warrant to us that: (a) the Partner Content will be provided in a complete and accurate manner and consistent with industry standards and in accordance with all applicable state, federal, and international laws, rules and regulations, including without limitation Applicable Data Protection Law (“Applicable Laws”); (b) you own, license and/or have all rights and interest necessary to grant the rights in and to the Partner Content granted to us hereunder; (c) the Partner Content was obtained, collected and compiled using methods that fully comply with all Applicable Laws and all applicable privacy policies, and without employing any deceptive or illegal act or practice; (d) you have obtained all necessary consents from the applicable individuals to access, collect, store, use and share with third parties the Partner Content, and use the Partner Content as contemplated by this Agreement; (e) none of the Partner Content includes any information concerning a third party that has withdrawn consent or opted out of the “sale” of “personal information” (as those terms are defined under the California Consumer Privacy Act); (f) none of the Partner Content includes any information concerning an individual, device, or household that has requested to cease receiving promotional communications; and (g) none of the Partner Content, nor the use or processing of any Partner Content in accordance with the Agreement, will violate any Applicable Laws or applicable privacy policies, or infringe, misappropriate, or violate any third party right, including intellectual property rights and the rights of publicity and privacy. Without limiting the foregoing, you represent and warrant that you have obtained any consents required by Applicable Laws necessary to permit us to lawfully process the personal data you provide to us through the Partner Portal.

2.3. De-Identified Data. You grant to us the ongoing right to use and disclose any Partner Content in an anonymized or de-identified form (“De-Identified Data”) in order to, among other things, share best practices and other data insights with our customers and to otherwise improve our products and services.

2.4. Partner’s Responsibilities. You will not access or use the Partner Portal except as authorized in these Terms and as provided in all applicable laws and government regulations. You are responsible for its conduct and the conduct of its Authorized Users when using the Partner Portal, even if any such conduct occurs without your knowledge or permission. You are also responsible for (i) any Partner Content submitted or contributed to the Partner Portal by you or your Authorized Users, and (ii) the accuracy, content and legality of all Partner Content provided by you or your Authorized Users and data displayed, transmitted, distributed or stored by or on behalf of you and your Authorized Users when using the Partner Portal. You are solely responsible for ensuring that your and your Authorized Users use of the Partner Portal and all Partner Content provided by you or your Authorized Users complies with your own privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the export of technical or personal data. You shall not (a) make the Partner Portal available to anyone other than Authorized Users, (b) sell, resell, rent or lease the Partner Portal, (c) interfere with or disrupt the integrity or performance of the Partner Portal or any content contained therein, or (d) attempt to gain unauthorized access to the Partner Portal or the underlying systems or networks.

2.5. Restrictions. You shall not at any time, directly or indirectly, and shall not permit any Authorized User to (i) copy, modify or create derivative works based on the Partner Portal, (ii) rent, lease, lend, sell, license, sublicense, publish, frame, mirror or otherwise distribute any part or content of the Partner Portal, (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Partner Portal, in whole or in part, or (iv) access the Partner Portal in order to (a) build a competitive product or service, or (b) copy any content, features, functions or graphics

of the Partner Portal.

2.6. **Data Security.** We and our third-party service providers may process, store and use account data (such as usernames, email addresses and call log records) collected in connection with your use of the Partner Portal (including through tracking and other technologies, such as cookies) to enable product features, administer use, personalize user experience, and otherwise support or improve your use of the Partner Portal. Any account data processed in connection with the Partner Portal may be transferred to and stored in the United States. Your use of the Partner Portal is deemed consent to this transfer.

3. Disclaimer.

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND THE SERVICE IS PROVIDED ON AN “AS IS” BASIS. Logix disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, copyright ownership and/or non-infringement of copyrights or other third-party proprietary rights. We do not warrant that the Partner Portal will provide continuous, prompt, secure, or error-free service. We make reasonable, ongoing efforts to revise and update the Partner Portal but assume no liability for any errors or omissions, or for any damages or losses that you or any third party may incur as a result of the unavailability of the Partner Portal. We assume no responsibility and shall not be liable for any damage to your computer equipment, data, or other property arising from your use of the Partner Portal, whether due to malicious code, unauthorized access, or otherwise.

4. Compliance with Laws.

You shall comply with all applicable laws, rules, regulations and guidance (whether or not legally binding) of competent regulators in your use of the Partner Portal, including without limitation the federal CAN-SPAM ACT OF 2003 and all applicable privacy laws and regulations.

5. Termination

5.1. **Termination.** Access to your account may be suspended at any time and for any reason, and these Terms may be terminated by us at any time.

5.2. **Effect of Termination.** Upon termination by either party, your right to use the Partner Portal will terminate, and you will cease, and will cause your Authorized Users to cease, any and all use of the Partner Portal. Following termination, unless otherwise required by applicable law, you will have no further access to any Partner Content stored using the Partner Portal.

5.3. **Survival.** The following Sections will survive any termination of these Terms: 1.4 (Proprietary Rights), 2 (Content and Data Security), 3 (Disclaimer), 5.2 (Effect of Termination), and 5.3 (Survival).