



Terms and Conditions

This Agreement provides for Corning Incorporated and its affiliates (collectively, "Corning") to grant access to its Microsoft Excel[®]-based LANscape Bill of Material Configuration Tool ("Configurator Tool") that allows you to create and configure a bill of material for Corning telecommunications products.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW YOU AGREE THAT YOU ACCEPT THIS AGREEMENT, AND THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND CORNING REGARDING YOUR USE OF THIS CONFIGURATOR TOOL AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER. FURTHER YOU EXPRESSLY REPRESENT TO CORNING THAT YOU ARE AUTHORIZED TO ACCEPT THIS AGREEMENT. NOTHING CONTAINED IN THIS AGREEMENT SHALL OPERATE TO AMEND OR OTHERWISE CHANGE THE TERMS OF ANY EXISTING AGREEMENT BETWEEN YOUR EMPLOYER AND CORNING. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN YOU CLICK ON THE "I ACCEPT" BUTTON. NOTE: FAILURE TO ACCEPT THE TERMS OF THIS AGREEMENT WILL PRECLUDE YOU FROM ACCESSING THE CONFIGURATOR TOOL.

1. License. Corning hereby grants you, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable right and license to access the Configurator Tool. Except as expressly authorized in this Agreement, you agree not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, store, or time-share the access to the Configurator Tool. Further, you agree to take all reasonable steps to protect the Configurator Tool from unauthorized access, copying, or use. Corning reserves all rights not expressly granted to you. The presentation of Configurator Tool site materials to a third party is expressly prohibited.
2. Your Responsibilities. You are responsible for determining whether the Configurator Tool and associated computer programs will achieve the results you desire; procuring, installing, and operating the required minimum specified hardware/software in combination with computer programs and access devices (if any) supplied by Corning; providing a proper environment and proper utilities for the systems. You are responsible for adopting reasonable measures to limit your exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions of or in the Configurator Tool or the associated computer programs, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, provision for identification and correction of errors and omissions, preparation and storage of backup data, replacement of lost or damaged data or media, and reconstruction of data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data. Corning is not responsible for obsolescence of the computer programs that may result from changes in your

requirements. You, on behalf of your employer, represent that your employer and you agree to indemnify and hold Corning, its officers, employees, and agents harmless from and against any loss, claims, demands, expenses (including court costs and attorney fees), or liability of whatever nature or kind (including, without limitation, negligence), of your or any third parties arising out of your use or nonuse of the Configurator Tool.

3. No Fees. Corning will provide your access to the Configurator Tool free of access charges, though you may institute purchase orders that result in charges.

4. Proprietary Protection. Corning and/or its third-party suppliers shall be the sole owner(s) of the content of the Configurator Tool and the associated computer programs, including any adaptations or copies thereof, and including associated intellectual property rights. Copies are provided and may be made only to allow you to exercise your rights under this Agreement. Corning and/or its third-party supplier claim U.S. and foreign copyright ownership with respect to the Configurator Tool and the associated computer programs as compilations and expressions of distinctive and creative formats, as well as claiming that portions of the Configurator Tool contain trade secret information of Corning, including the structure and right of access to the Configurator Tool.

5. Limitations. You acknowledge that any collection and compilation of data entails the likelihood of some human and machine errors, omissions, delays, interruptions, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage. Accordingly, you agree THAT THE CONFIGURATOR TOOL AND ASSOCIATED COMPUTER PROGRAMS ARE PROVIDED "AS IS"; CORNING MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THEIR ACCURACY, COMPLETENESS, CORRECTNESS, CURRENTNESS, OR RELIABILITY; NOR DOES CORNING MAKE ANY REPRESENTATION OR WARRANTY THAT THE CONFIGURATOR TOOL AND ANY ASSOCIATED COMPUTER PROGRAMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW CORNING SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CORNING SHALL NOT BE LIABLE ON ACCOUNT OF ANY SUCH ERRORS, OMISSIONS, DELAYS, OR LOSSES. **UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL CORNING BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE CONFIGURATOR TOOL OR THE ASSOCIATED COMPUTER PROGRAMS, EVEN IF CORNING OR A CORNING AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY KIND.** THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL

APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

6. Default. Should you fail to carry out any other obligation under this Agreement or any other agreement with Corning, Corning may, at its option, in addition to other available remedies may immediately terminate this Agreement. Corning reserves the right, with or without notice, to suspend access to or use of the Configurator Tool or any associated computer program.
7. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina as it applies to a contract made and performed in such state.
8. Modifications and Waivers. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The nonenforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
9. Collection of Data. You will be asked to share with Corning information about your use of the Configurator Tool. You may accept or decline such requests when you use the Configurator Tool. Corning will collect information about your use of the Configurator Tool only with your consent. If you agree to share data with Corning, Corning will not disclose any of your data to any third party and it will only be used by Corning to monitor and improve the use of the Configurator Tool.