

## 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-Materials 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. 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.

## **EMEA Data Protection**

Welcome to the website of Corning Incorporated (hereinafter "Corning" or "we"). We are pleased to have you visit our site and thank you for your interest in our company and our products. The protection of your privacy during the collection, processing and use of your personal data in accordance with legal requirements is a matter we take very seriously. On this page, we provide a summary for you of how we intend to handle your data and your privacy. Please note that the data resulting from the use of this website will be collected by Corning Incorporated in the USA.

For further information on the processing of data by Corning please refer to Corning Incorporated's Internet Privacy Notice at <http://www.corning.com/worldwide/en/privacy-policy.html>.

This data protection declaration only applies to the Corning EMEA website. Please note that it does not apply to third-party websites which we may direct you to via links. We are not responsible for the content, security, or privacy practices applied by non-Corning sites.

The controller responsible for the collection, use and processing of personal data on this website in the sense of the applicable data protection laws is:

Corning Incorporated  
One Riverfront Plaza  
Corning, NY 14831, USA

The representative for all questions related to privacy and data protection in Europe is:

Stefan Ewert  
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58093 Hagen  
Germany  
+49 2331 357 1191  
[privacy@corning.com](mailto:privacy@corning.com)

### **1. What constitutes personal data?**

Personal data as defined under the European Directive 95/46/EC are particulars regarding personal and material circumstances of an identified or identifiable natural person. In addition to your name and address, this also includes, for instance, your telephone number or email address and other personal information.

### **2. Collection of non-personal data**

In order to visit our website you do not initially have to communicate any of your personal data to us. You can access the information you need anonymously. However, our web server automatically collects log information, regarding the details of each visit to our website and each file access. This data is not personal. It is therefore not possible for us to match up the recorded data with a particular natural person.

In detail, the following data is recorded: - Name and/or IP address of your internet service provider, - Browser type and version, - Operating system used, - The website last visited before accessing our website, - Our websites that you visit, - Name of the files accessed, - Date and time of access, - Notification of whether access was successful.

We only evaluate this data statistically and in a way which cannot be linked back to yourself, in order to further improve our web presence for you. We do not connect this data to any other data.

### **3. Collection of personal data**

Your personal data is only collected, processed and used by us when you choose to communicate your data to us, for instance, in the context of a query, application, registration, survey or similar. We will only collect, process and use such personal data to the extent required for the following purposes:

- To answer your query and/or process your order,
- To provide you with access to special information or offers,
- To send you customer information or a newsletter,
- For customer management and care, as well as
- For our own marketing purposes.

### **4. Newsletter**

If you would like to receive our newsletter, we will need your email address as well as confirmation that you are the owner of the given email address and that you agree to receive the newsletter. Data is only collected in order to be able to send you the newsletter and to document your authorization for us to do so. Data is not passed on to third parties. You can cancel your subscription to the newsletter and your agreement to the storage of your email address at any time. Further information on this issue is contained in every newsletter; alternatively you can also write to the contact address listed below.

### **5. Transmission of personal data**

We will neither sell nor otherwise market your personal data to third parties. The transfer of personal data to state institutions and authorities will only occur within the context of mandatory national statutory provisions. We require that all our employees agree to maintain confidentiality and to abide by legal data protection regulations. In order to fulfill our business objectives named above, it may further be necessary that we communicate your personal data to other Corning companies both inside and outside Europe, so that we are able, for example, to process specific queries correctly or to inform you of other Corning products. We take all necessary measures to ensure an adequate level of data protection in the course of a cross-border transfer of personal data at all our Corning entities inside and outside of Europe.

### **6. Cookies**

We use cookies to continuously improve our services to you on our website. Cookies are small text files that websites send to your computer or other Internet-connected device to uniquely identify your browser or to store information or settings in your browser. Cookies allow us to recognize you when you return. They also help us provide a customized experience and enable us to detect certain kinds of fraud. This information does not identify you personally and you remain anonymous unless you have otherwise provided us personal data. If you do not wish to accept cookie use, we ask that you make use of your browser's option to block cookies or to modify the types of cookies allowed. You can find further details using the Help function of your browser. It may occur that, due to technical reasons, individual offers on our website may not work fully when cookies are blocked.

We use cookies from the following categories:

### **Essential Cookies**

Essential cookies are cookies which are necessary for the web site to function. They remember information like your region required for showing appropriate regional content. These cookies cannot be turned off.

### **Preference and Analytics Cookies**

Preference and Analytics Cookies work to give you an improved site experience. These cookies remember your preferences about search to improve search experience and capture information about site usage to help us improve the performance of the website.

### **Social and Marketing Cookies**

Social and Marketing Cookies let Corning work with partners to enable social features and marketing messages. They let you share information from the site on social media and help Corning direct specific marketing content and campaigns to you that may be of interest to you based upon your use of Corning's site or Corning's products and services.

For further information on our cookie use please refer to our Cookie Policy, available at:

<http://www.corning.com/worldwide/en/cookies.html>.

## **7. Google Analytics**

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. In case of activation of the IP anonymization, Google will truncate/anonymize the last octet of the IP address for Member States of the European Union as well as for other parties to the Agreement on the European Economic Area. Only in exceptional cases, the full IP address is sent to and shortened by Google servers in the USA. On behalf of the website provider Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage to the website provider. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser. However, please note that if you do this, you may not be able to use the full functionality of this website. Furthermore you can prevent Google's collection and use of data (cookies and IP address) by downloading and installing the browser plug-in available under <https://tools.google.com/dlpage/gaoptout?hl=en-GB>.

Further information can be found under <http://www.google.com/analytics/terms/gb.html> (Google Analytics Terms of Service & Privacy). Please note that on this website, Google Analytics code is supplemented by "gat.\_anonymizeIp();" to ensure an anonymized collection of IP addresses (so called IP-masking).

## **8. Security of personal data**

Corning takes certain technical and organizational precautions in order to ensure the security of your personal data handled by us. Your data is carefully protected against loss, deletion, corruption, manipulation and unauthorized access or unauthorized disclosure. Please note that data you send to us by email or contact forms on our websites is transmitted unencrypted over the Internet, and therefore it cannot be warranted that this data is not accessed by unauthorized third parties. We therefore request that you send us confidential information only by post, fax or encrypted email.

## **9. Withdrawal of consent**

Please note that you may withdraw a possible consent which you may have given us for the collection, use and processing of your personal data at any time in the future by e.g. sending us an e-mail. The withdrawal of your consent will not affect the collection, use and processing of personal data which is permitted by law.

## **10. Right of access and correction of stored personal data**

You have the right to access your personal data stored with us as well as, the right to correct incorrect data and/or delete/block illegally stored data. If you have any questions, suggestions or complaints regarding the handling of your personal data, please contact us using the reference/subject line: "Data Protection".

Please contact us in one of the following ways:

### **Corning Incorporated as responsible data controller Corning Incorporated**

Global Data Privacy Office  
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### **Corning Optical Communications GmbH & Co. KG as European representative of Corning Incorporated**

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