



## **BLOXONE™ DDI ADDITIONAL TERMS AND CONDITIONS**

Feb. 2023

These BloxOne DDI ("**B1DDI**") Additional Terms and Conditions supplement and are incorporated into the BloxOne Services Addendum with respect to the Infoblox BloxOne™ DDI Service. In the event of a conflict between the BloxOne Services Addendum and these Additional Terms, these Additional Terms shall control only with respect to the Service described below. These Additional Terms may be modified, supplemented or updated by Infoblox from time to time; Infoblox will post a notification on the Cloud Services Portal in the event of a change to these Additional Terms. Customer's renewal of the Service after posting of the revision constitutes Customer's acceptance of the revision with respect to the Service. Any terms not defined in the Additional Terms will have the meaning set forth in the BloxOne Services Addendum or the Master Purchasing Agreement.

**1. LICENSE GRANT.** Subject to the terms of the BloxOne Services Addendum and these Additional Terms, Infoblox grants to Customer during the Subscription Term the right to access and use the Service in accordance with the online help files and other content relating to use of the Service published by Infoblox (the "**Documentation**"), solely for Customer's internal use to protect Customer's own networks, which includes use by Customer Users. Infoblox reserves the right to modify the features, functionality and other aspects of the Service from time to time, provided that Infoblox will not modify the Service in a manner that would have a significant adverse effect on Customer's use of the Service without providing reasonable advance notice to Customer. This Addendum shall also apply to any such new features, functionality updates, changes or updates to the Service. Infoblox also makes available client software for download by Customer without charge in connection with the Service (the "**Client Software**"). Infoblox grants Customer the right to download, install, copy and use the Client Software (including distribution to Customer Users), only as necessary for access and use of the Service in accordance with the Documentation. All rights and licenses granted herein are non-exclusive and, except as permitted herein, non-assignable and non-sublicensable. Customer agrees that Customer will ensure and remain responsible for Customer Users' compliance with the terms and restrictions of this Addendum.

**2. RESTRICTIONS.** No part of the Service or Client Software or any data available as part of or derived from the Service, may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, Syria and Crimea), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. Customer represents and warrants that neither it nor any of its affiliates making use of the Service or Client Software is located in, under the control of, or a national or resident of any such country or on any such list. In the event of any violation of this Section 2, Infoblox may immediately terminate this Addendum.

**3. SUPPORT.** Infoblox will provide Support for the Service to Customer during the Subscription Term in accordance with the Support services set forth in Exhibit A and the support guidelines set forth in the Documentation. Infoblox will use commercially reasonable efforts to provide the Service in accordance with the availability service levels set forth in Exhibit A-1. Except for the service level remedies set forth in Exhibit A-1, Infoblox does not guarantee or warrant that the Service or support for the Service will be available for any particular time or during any particular period. Infoblox will not be liable for any unavailability or latency caused by third-party hosting services or internet carriers or other problems inherent in the use of the internet or electronic communications.

**4. CUSTOMER INFORMATION; INFOBLOX RESPONSIBILITIES FOR USE OF THE SERVICE.** Infoblox will take commercially reasonable security measures to protect the confidentiality and security of Customer's web traffic and network data, including DNS queries, malicious domain names, malware, botnets, metadata or other information related to Customer's use of the Service ("**Customer Information**"). Infoblox may use third party hosting services to provide the Service. Infoblox and its hosting service providers have implemented commercially reasonable, industry-standard technical and organizational measures designed to secure Customer Information from accidental loss and from unauthorized access, use, alteration or disclosure. In order to provide the Service, Customer agrees that Infoblox shall have the right to use, reproduce, transmit, store, modify, and display the Customer Information, and to permit Infoblox's hosting service providers to exercise such rights as necessary to provide services to Infoblox in support of the Service. A customer may request deletion of individual personal data at any time by sending a notice to



privacy@infoblox.com for end-user data deletion requests. When a customer makes a request for deletion of personal data stored by Infoblox, Infoblox will purge or anonymize the requested data from its systems to the extent required by applicable law and/or contract and may retain administrative data required for legitimate business purposes. Infoblox only keeps personal data for as long as it has an ongoing legitimate business need to do so.

**5. PRICING.** B1DDI is priced on tiered-capacity, package of features, and add-on features. For tiered-capacity, customers pay in advance for a mutually agreed level of usage which has guardrails placed on usage of Active IP Addresses, DNS Queries Per Month (QPM), and DHCP Leases Per Month (LPM). For packaging, B1DDI is offered in Essentials, Business, and Advanced packaging which each include a set of features that are enabled. Add-on features are priced to align with the tiered-capacity level.

**6. PAYMENT.** Customer shall pay in advance for the Licensed Capacity during the license term as stated in the applicable quote ("**Term**"). Customer is permitted to increase (but not decrease) its Licensed Capacity at any time during the Term. All purchases for Licensed Capacity are final. If Customer terminates the use of the Licensed Capacity for convenience during the Term, there is no refund, whether in full or part, for the prepaid fees for the Licensed Capacity.

**7. AUDIT.** During the Term, Infoblox may audit Customer's usage of B1DDI Services to determine if the usage remains within purchased Licensed Capacity. If the audit shows that Customer has exceeded the Licensed Capacity, Customer must purchase new licenses for additional capacity to remain in compliance with B1DDI licensed terms.

**8. TERM OF SERVICE; TERMINATION.** At the end of each Subscription Term, Infoblox will send Customer a notice of renewal at the fees stated in the renewal offer. If Customer does not timely renew, the Subscription Term will expire and Customer will lose access to the Services. Should Customer choose to renew, Customer may be invoiced by Infoblox or by the Authorized Reseller from whom Customer ordered the prior Subscription Term. These Additional Terms will remain effective during the Subscription Term. Notwithstanding the foregoing, these Additional Terms and the Service may be terminated by either party in accordance with the Agreement. For a period of 30 calendar days after termination of the Addendum, Customer may retrieve Customer Information stored by Infoblox in connection with the Service; after such time Infoblox may disable access to and delete the Customer Information. The provisions of these Additional Terms which by their nature should survive termination, shall survive the expiration or termination of these Additional Terms.

## 9. DEFINITIONS.

(a) "**Active IP address**" is one that has been administratively assigned, is seen in a DHCP new or renewed lease, is seen as a source IP in a DNS query or has been discovered.

(b) "**BloxOne DDI**" or "**B1DDI Services**" means the Infoblox cloud-managed solution that enables Customer to centrally control and automate DNS, DHCP and IP address management (DDI) for hybrid and multi-cloud network and is built on the Infoblox cloud-native BloxOne Platform.

(c) "**Co-Located**" means that the hosts are on the same subnet and switch and are considered in the same location.

(d) "**DNS Query**" means an inbound DNS query received at a host and does not include outbound iterative queries or responses. The counted inbound DNS Query can be recursive or iterative.

(e) "**Instances**" means a single Host (Infoblox BloxOne Physical or Virtual appliance) with DHCP and/or DNS services enabled or a pair of hosts configured in co-located Active/Passive or Active/Active DHCP HA Groups.

(f) "**DHCP Lease**" shall mean a DHCP Lease is the event whereby the DHCP server assigns an IP address to a DHCP client either at initial request or during the renewal process.



**(g)** “**Licensed Capacity**” for purposes of B1DDI Services shall mean the number of Active IP addresses, Queries Per Month (QPM), and Leases Per Month (LPM).

**(h)** “**Quarter**” shall mean calendar quarters which are January through March, April through June, July through September, and October through December.



## Support Terms

These Support Terms to the Infoblox BloxOne DDI Supplemental Terms and Conditions (together, the “**Agreement**”) sets forth additional terms and conditions that govern the purchase and provisioning of Infoblox Premium Maintenance (“**Support**”).

### 1. SCOPE AND PROVISION OF SUPPORT

(a) **Scope of Support.** Support for the Service is available through Infoblox’s product support helpdesk, which is operational 24 hours a day, 7 days a week. Support includes access to Infoblox’s customer support portal with online user guides, articles and materials. Support is available in English and includes assistance with questions related to Product features, troubleshooting or issue diagnosis, configuration, and Workarounds, when applicable. Infoblox will use commercially reasonable efforts to provide the Support described in this Agreement in a professional and workmanlike manner. Upon reporting an issue (via telephone or web), the request will be assigned a unique case number and such number must be used in all future correspondence until the issue is resolved. If Infoblox’s helpdesk is not able to immediately help, the request for service will be logged and Infoblox will respond to the Customer according to the severity levels listed in Exhibit A-2.

(b) **Remote Diagnostics and Assistance.** Provision of timely and effective Support, including diagnosis and resolution, and requires the use of online diagnostics of the Product by Infoblox’s support personnel. Online diagnostic access includes the use of remote support tools from Infoblox or third parties. Customer will provide remote access and may require that Infoblox comply with Customer security policies related to such remote access.

(c) **Installation.** An implementation plan is essential for successful installation of Products. Support does not include configuration or assistance with implementation planning or installation of Products. If Customer requires assistance to support successful installation of Products, Infoblox professional services may be separately purchased.

(d) **Authorized Customer Support Contacts.** Customer will designate the individuals that are authorized to contact Infoblox on behalf of Customer to receive Support (“**Authorized Contacts**”). The Authorized Contacts may contact an Infoblox Global Support Center (“**GSC**”) by logging into [Infoblox’s support website](#) or by [telephone](#). Authorized Contacts will be provided with a unique login and password for Infoblox’s support website by Customer’s administrator. In order to facilitate efficient resolution of issues, Infoblox recommends that Authorized Contacts submitting support requests and engaging with the GSC maintain a current Infoblox CDAT/NACS certification.

(f) **Onsite Services.** Onsite support services are not included in Support offerings. Professional Services for onsite requirements may be separately purchased. Infoblox is not obligated to provide a local service center or sales office in any particular country outside of the United States. This extends to but is not limited to technical assistance centers, replacement part stocking locations, and training centers.

### 2. RESPONSIBILITIES.

(a) **Customer’s Obligation to Assist.** For each issue request submitted, Infoblox may require Customer to provide the following information: (a) a general description of the operating environment, (b) a list of all hardware components, operating systems and networks present, (c) a reproducible test case, and (d) any log, trace, and systems files. Customer’s failure to provide this information may prevent Infoblox from diagnosing and resolving the issue and will relieve Infoblox of its Support obligations to the extent such failure, in fact, impedes Infoblox’s ability to diagnose or resolve the issue.

(b) **Limitations.** Infoblox will provide the Support in a professional manner using qualified personnel but Infoblox does not guarantee that every issue or problem will be resolved. Infoblox’s obligation to provide Support does not include services requested as a result of causes or errors which are not attributable to Infoblox. If, upon investigating the cause of the reported issue, Infoblox determines that there is a defect in the Service, Infoblox will provide a remedy in the form of a workaround or fix. It is Customer’s obligation to provide the support information necessary to



understand, reproduce and resolve the incident, which may include log files, configuration files and/or error messages.

**3. TERM.**

The initial term of this Support Addendum will commence on the Infoblox purchase order book date ("Book Date") and will have the term specified on the contract notification document emailed to Customer by Infoblox upon Product shipment or subsequent renewal.

**4. DEFINITIONS.**

(a) "**Workaround**" means a temporary solution to a Software error that Infoblox has implemented or enabled customers to implement that allows the Software to regain functionality or provide Software functions in accordance with the Documentation.



## Exhibit A-1

### Service Availability and Service Credits

**1. Service Availability.** During the Term, Infoblox will use commercially reasonable efforts to make the IP Address Management (“IPAM”) services operational and available to Customer at least 99.9% of the time in any calendar month (the “**Service Availability**”). Operational and available refers to CSP login and configuration changes to BloxOne services. If the Monthly Uptime Percentage does not meet the Service Level Availability in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive a credit as follows:

<i>Uptime</i>	<i>Days Credited</i>
> = 99.9%	0
< 99.9% - ≥ 98.0%	3
< 98.0% - ≥ 95.0%	7
< 95.0%	15

**2. Customer Must Request Service Credit.** To receive Service Credit, Customer must (i) be current on fees due for the service, and (ii) request a Service Credit via a support ticket submitted to Infoblox Support within 30 business days after the outage giving rise to the Service Credit. Requests for Service Credits must include a description of the outage with dates and times of unavailability. For each request submitted by Customer, Infoblox will research the incident(s) to determine if the availability was not met in accordance with the requirements above. Failure by Customer to comply with these requirements will result in forfeiture of Customer’s right to receive a Service Credit for the incident. In no instance will the Service Credits exceed 10% of the quarterly fees paid for Service.

**3. Exclusions.** The Service Level Availability does not apply to Service unavailability due to (a) Maintenance Downtime, defined as routine maintenance that occurs outside of normal working hours (Pacific Time) and continues for no more than four hours in any one instance; (b) periods of unavailability or internet carriers, or errors (i) caused by factors outside of Infoblox’s reasonable control, including any Force Majeure event, denial-of-service attack or Internet access or related problems beyond the demarcation point of the Service; (ii) that resulted from any actions or inactions of Customer or any third-party; and (iii) that resulted from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third-party equipment within Infoblox’s direct control. Infoblox reserves the right to fully investigate any claim of unavailability and Service Credit request prior to issuing a Service Credit in accordance with this Exhibit A.

#### 4. Definitions.

“**Downtime**” means if Customer is unable to access the Service by means of a web browser and/or API as a result of failure(s) in the Service, as confirmed by Infoblox.

“**Maintenance Downtime**” means routine maintenance that occurs outside of normal working hours (Pacific Time) and continues for no more than four hours in any one instance, so long as Infoblox provides Customer at least 48 hours prior written notice (including by email) to Customer’s main technical contact on file with Infoblox.

“**Monthly Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.



**“Service Credit”** means the number of days by which Infoblox will credit Customer, according to the table above. Service Credits shall be Customer’s sole and exclusive remedy for Service availability failures.

**Exhibit A-2  
Targets**

<b>Severity</b>	<b>Definition</b>	<b>Initial Response Target Time</b>	<b>Commitment (Infoblox and Customer)</b>
1	Service down or critically impacted.  No known workaround.	Within 1 business hour	Infoblox and Customer will commit necessary resources to resolve issue or obtain a Workaround.
2	Service operation affected, but not down. Impact may be high.  Workaround may be available.	2 business hours	Infoblox and Customer will commit resources during normal business hours to resolve issue or obtain Workaround.
3	Moderate to negligible impact to Service. No impact to business.	Within 8 business hours	Infoblox and Customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.
4	Request for information, documentation issues, and enhancement requests.	Within 1 business day	Request-dependent.