



MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is entered into as of the last date entered below (the "Effective Date") by and between Infoblox Inc., a Delaware corporation with an address at 2390 Mission College Blvd, Suite 501, Santa Clara, CA 95054 ("Infoblox") and its subsidiaries, and the party identified below ("Company"). A party disclosing Proprietary Information ("Disclosing Party") and a party receiving Proprietary Information ("Receiving Party") are hereinafter referred to as a "Party" and collectively as the "Parties".

In consideration of the Parties' discussions of, and any access to, Proprietary Information (as defined below), the Parties hereby agree as follows:

- 1) Each Party understands that the other Party has disclosed or may disclose nonpublic information relating to the Disclosing Party's business ("Proprietary Information") for the purpose of internally evaluating a potential business relationship between the Parties (the "Purpose"). Proprietary Information includes any and all information that is or reasonably should be understood to be confidential, proprietary or generally not available to the public and that is furnished or made available by or on behalf of a Disclosing Party to a Receiving Party, whether furnished or made available on or after the date of this Agreement, whether or not labeled or otherwise identified as confidential and regardless of its form, format, media or mode of disclosure (written, verbal, visual, electronic, materials, records and documents, including all copies thereof). The Parties' Proprietary Information includes, without limitation, all current and future product information, customer information, computer programs, algorithms, technical drawings, development plans, forecasts, non-anonymized or non-de-identified data, strategies, policies, and financial information. The existence of this Agreement and the fact that the parties are engaged in discussions with respect thereto will be deemed Proprietary Information of both parties.
- 2) The Receiving Party agrees (i) to hold the Disclosing Party's Proprietary Information in confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials of similar nature); (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person except the Receiving Party's affiliates, employees, officers, directors, agents, consultants, contractors, or advisors who have a need-to-know the Proprietary Information for the Purpose and are bound by confidentiality obligations at least as restrictive as those contained herein; (iii) not to make any use whatsoever at any time of such Proprietary Information except for the Purpose, (iv) not to copy, decompile, disassemble or reverse engineer any such Proprietary Information and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof.
- 3) Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party not bound by a duty of confidentiality or (iv) was independently developed without use of or reference to any Proprietary Information of the Disclosing Party. The Receiving Party may disclose information as required by law or court order, provided that all reasonable measures are taken to minimize disclosure and secure confidential treatment or a protective order. Additionally, the Disclosing Party shall be permitted to participate in such proceedings where legally allowed. Any Proprietary Information so disclosed shall maintain its confidentiality protection and non-use restrictions for all purposes other than such legally compelled disclosure.
- 4) The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires either Party to proceed with any transaction or



relationship unless and until a definitive agreement has been entered into between the Parties with respect to the proposed business relationship.

- 5) Proprietary Information is disclosed "AS IS" under this Agreement. Neither Party makes any representation or warranty, express or implied, with respect to any Proprietary Information. Neither Party shall be responsible for any expenses, losses or actions incurred or undertaken by the other Party as a result of the receipt and use by such Party of Proprietary Information of the other Party. Disclosing Party is not liable for the accuracy or completeness of its Proprietary Information.
- 6) Upon the Disclosing Party's written request, the Receiving Party shall promptly (i) return to the Disclosing Party all Proprietary Information, including all copies thereof, or (ii) destroy such Proprietary Information and all copies thereof and certify such destruction in writing. Notwithstanding the foregoing, Receiving Party may retain (a) one copy of the Confidential Information within its legal department and (b) any Confidential Information that it is required to retain by law or regulation or by its internal compliance policies and/or pursuant to its automated backup archiving practices, subject to the obligations of confidentiality of this Agreement.
- 7) Disclosing Party retains all rights to its Proprietary Information. No grant or license is made or given hereunder, express or implied, to any trademark, copyright, patent or similar right other than the use of the Proprietary Information for limited business purposes of the Parties as contemplated herein by the Parties. The Parties expressly agree that the provision of Proprietary Information hereunder and any discussions held in connection with the proposed business relationship shall not prevent either Party from pursuing similar discussions with third parties or obligate either Party to continue discussions with the other or to take, continue or forego any action relating to the proposed business relationship, provided that either Party does not use the Proprietary Information of the other in order to do so. Any estimates or forecasts provided by either Party to the other shall not constitute commitments.
- 8) The term of this Agreement shall continue until terminated by either Party upon thirty (30) days prior written notice. This Agreement will apply to disclosures made prior to termination for a period of three (3) years after disclosure of the Proprietary Information; except that Proprietary Information that constitutes trade secrets of the Disclosing Party shall be subject to the terms of this Agreement for as long as such information remains a trade secret under applicable law.
- 9) The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there may be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach, the Disclosing Party shall be entitled to seek any and all appropriate equitable relief, from any court of competent jurisdiction, as permitted by law, without necessity of proving damages or posting bond or other security, in addition to any other remedies it might have at law.
- 10) In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the State of California without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. The prevailing Party in any action to enforce this Agreement shall be entitled to costs and reasonable attorneys' fees. No waiver or modification of this Agreement will be binding upon a Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.



- 11) Statements, demonstrations and roadmaps and related information that may be provided by Infoblox, such as future releases, product features and new product introductions, are for informational purposes only and are based on Infoblox's current development efforts and plans. These development efforts and plans are subject to change based on changes in the overall market, changes in the demands of Infoblox's customer base or other factors such as the technical feasibility, market acceptance or profitability of a new product or feature. There can be no assurance that Infoblox will introduce the future products, features or enhancements described and Infoblox assumes no responsibility to introduce such products, features or enhancements. Company acknowledges that purchasing decisions (if applicable) are not being made based on reliance on the timeframes or specifics regarding future products, features or enhancements outlined in any statements, demonstrations or presentations relating to Infoblox products and if Infoblox delays or never introduces future products, features or enhancements, Company's current purchasing decisions would not be affected.
- 12) This Agreement may be executed electronically in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the same agreement. The Parties may sign and deliver this Agreement by electronic means, including by DocuSign, or by electronic delivery in portable document format ("pdf"), and agree that any such delivery shall have the same force and effect as delivery of original signatures.

COMPANY: _____

INFOBLOX INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: _____

Email: _____

Company Address: _____