

Infoblox Professional Services

NIOS Upgrade Package: Large

Terms and Conditions

GENERAL: These Additional Terms and Conditions supplement and are incorporated into the Professional Services Addendum set forth at <https://www.infoblox.com/company/legal/infoblox-professional-services-addendum> (the “PS Addendum”) with respect to the “NIOS Upgrade package” Service. In the event of a conflict between the Professional Services Addendum and these Additional Terms, these Additional Terms shall control only with respect to the Service described below. Any terms not defined in the Additional Terms will have the meaning set forth in the Professional Services Addendum or the Master Purchasing Agreement.

1 Definitions

- a. “Covered Products” means Customer’s installed base of Infoblox DDI family of products (including products for DNS, DHCP, and IPAM), as purchased by Customer. The Services in this document are sold separately and are provided by separate Professional Services resources.
- b. “Customer” means the Product user purchasing the Services. If Customer is a service provider purchasing the Services in support of an end customer, then “Customer” refers only to the service provider business unit personnel providing services to the specific end customer associated with the underlying Services.

2 Description of Services

2.1 Project Logistics

Infoblox will perform the Services outlined in the “Project Scope” section below on a fixed price basis.

Work Hours and Location:

As defined in these Terms and Conditions, the standard workday consists of 8 work hours. Infoblox personnel will carry out their tasks remotely.

Customer Responsibilities and Change Orders:

The Customer is responsible for promptly fulfilling the responsibilities outlined in these Terms and Conditions. Infoblox will not be held accountable for any delays resulting from the Customer's failure to provide timely access, facilities, cooperation, or necessary information as requested. Any Customer delays, modifications to the approach or Services described in these Terms and Conditions will necessitate a Change Order. Such changes could potentially incur additional time, travel, and Services fees for the Customer.

2.2 Project Scope

The following Services will be performed:

Task #	Description	Acceptance Criteria
1	<p>Infoblox will conduct a technical workshop, for up to two (2) hours, to gather, analyze and review with the Customer the following:</p> <ul style="list-style-type: none"> • Current Grid deployment <ul style="list-style-type: none"> ○ Gather current NIOS Grid backup file. ○ Identify currently installed hotfixes. • Determine Grid NIOS upgrade strategy (limited to one (1) Grid environment) <ul style="list-style-type: none"> ○ Determine the recommended version of NIOS to be upgraded to. ○ Determine NIOS upgrade process and path. ○ Determine necessary hotfixes for target release. 	Completion of the technical workshop

Task #	Description	Acceptance Criteria
	<p>Assumptions:</p> <ol style="list-style-type: none"> 1. The upgrade activities are limited to three (3) NIOS Upgrade Maintenance Windows and up to three (3) NIOS upgrades (i.e. 7.X to 8.3.x. to 8.6.4 to 9.0.3) 2. Upgrade activities will be performed on Infoblox supported hardware (X5 or X6) only. 	
2	<p>Infoblox will compose an Infoblox NIOS production upgrade plan document outlining the steps to be performed in the Customer NIOS Production environment by Infoblox during the NIOS Upgrade Maintenance Windows in-scope, as per Infoblox standard format.</p>	<p>Document will be deemed accepted upon delivery.</p>
3	<p>Infoblox will perform upgrade activities in an Infoblox lab environment as per the upgrade plan. Infoblox will update the NIOS upgrade plan as a result of the upgrade activities in the Infoblox lab.</p> <p>Assumptions:</p> <ol style="list-style-type: none"> 1. The Infoblox lab environment will be limited to one Grid Master running the Customer NIOS version without any additional members. 	<p>Infoblox to confirm to Customer in writing the successful testing completion of the upgrade in the Infoblox lab environment.</p>
4	<p>Infoblox will execute the steps in the Infoblox NIOS Upgrade document in Task 2 in Customer's NIOS Production environment. Execution of these steps will take place during a NIOS Upgrade Maintenance Window scheduled and mutually agreed with Customer. The NIOS Upgrade Maintenance Window will be limited to eight (8) hours.</p> <p>Customer will perform all testing activities during the NIOS Upgrade Maintenance Window and report to Infoblox identified issues.</p> <p>Infoblox will review the shared issues list, work with the Customer to prioritize them, and adjust the priority as needed. Infoblox will then assist Customer to resolve the jointly agreed upon critical and high priority issues.</p>	<p>The critical and high priority Infoblox related issues stemming from Customer testing have been resolved by Infoblox.</p>
5	<p>Infoblox will assist Customer with Post NIOS Upgrade Maintenance Window assistance activities, addressing Infoblox related issues, up to two (2) hours over a period of two (2) business days.</p> <p>Assumptions:</p> <ul style="list-style-type: none"> • Customer may reach out to Infoblox for assistance request via email. • Infoblox shall make commercially reasonable efforts to assist Customer within one (1) business day. • Assistance will be provided within normal business hours (8am – 5pm Customer local time zone). <p>Post NIOS Upgrade Maintenance Window assistance activities will be available to Customer for two (2) business days following the NIOS Upgrade Maintenance Window.</p>	<p>The earlier of the following:</p> <ol style="list-style-type: none"> 1. Completion of the two (2) post NIOS Upgrade Maintenance Window assistance hours. 2. Customer written confirmation that there are no critical or high priority Infoblox related issues. 3. Conclusion of the two (2) business days post the NIOS Upgrade Maintenance Window.

Additional Assumptions:

- All Grid members are running in Infoblox supported appliances.
- The Customer Production Infoblox Grid has a maximum of forty (40) Grid members.
- The NIOS Upgrade is the process of updating the NIOS software from one version to another on one (1) Infoblox Grid. The activities involve uploading the new NIOS version to the Infoblox Grid, distributing the NIOS image to all Grid members and upgrading all Grid members to the new version. Following the upgrade, testing of the Infoblox Grid via an Infoblox check list is performed.
- The NIOS Upgrade Maintenance Window is a scheduled time period outside of normal business hours, with planned DDI services downtime or limited DDI service availability, during which NIOS is being upgraded on one (1) NIOS production grid, as per the NIOS Upgrade definition.
- Customer shall assign resources and schedule up to three (3) NIOS Upgrade Maintenance Windows to complete the NIOS Upgrade process within eight (8) contiguous calendar days. If the upgrade process does not complete within eight (8) calendar days, the upgrade process must be restarted. A fourth NIOS Upgrade Maintenance Window is out of scope and will require a paid change order.

1.1.1 A La Carte/Optional Add-on Packages if Purchased by the Customer.

Description	Acceptance Criteria
Additional NIOS Upgrade Maintenance Window	See NIOS Upgrade Package Add-Ons Addendum: https://www.infoblox.com/wp-content/uploads/nios-upgrade-add-ons-addendum.pdf

1.1.2 Additional NIOS Upgrade Maintenance Window

The following tasks will be performed:

Task #	Description	Acceptance Criteria
1	Infoblox will assist Customer with up to one (1) NIOS Upgrade Maintenance Window as part of a jointly defined task list. Each NIOS Upgrade Maintenance Window will be limited to eight (8) hours.	Jointly defined Infoblox related critical and high priority issues have been resolved by Infoblox.

2.3 Customer Responsibilities

The Customer shall be responsible for the following:

- **Documentation:**
 - Review submitted documentation deliverable and provide feedback and input for required amendments within two (2) business days.
- **NIOS Upgrade:**
 - Planning
 - Pre-upgrade preparation
 - Access to the Customer technical team to review upgrade issues with Infoblox in a timely and responsive manner.
 - NIOS upgrade window planning.
 - Identify NIOS upgrade window change management process.
 - Production Change
 - Final upgrade preparation
 - Establish change freeze in preparation for production go-live event.
 - All Grid Member upgrade impacted systems readiness.
 - Go-live support considerations.
 - Provide appropriate support personnel during production NIOS Upgrade Maintenance Window to facilitate testing and remediate issues.
 - Networking.
 - Security.
 - Desktop.
 - Application(s).
 - Others as identified by the project team.

2.4 Out of Scope Activities

These Terms and Conditions do not allocate time for training, formal courses, educational materials, or certification. However, during the collaboration between Infoblox Professional Services and the Customer on project tasks, Infoblox expects to provide valuable knowledge transfer. This will involve informal opportunities to instruct Customer personnel on relevant Infoblox product functions within the areas identified in these Terms and Conditions.

Any task not outlined in Section 2.2 is out of scope.

3 Roles and Responsibilities

3.1 Infoblox Project Management and Communication Responsibilities:

The Infoblox Project Manager will serve as the primary point of contact for all project-related matters and maintain constant communication with the Customer Project Manager/Lead throughout the project's duration. The following assistance will be provided to ensure effective project management:

- a) **Project Initiation:**
 - Facilitate a Project kick-off call to:
 - Review the project objectives.
 - Identify project timelines.
 - Gather contact information for key project personnel.
 - Establish next steps.
 - Provide a summary of the kick-off call via email to the Customer.
- b) **Project Plan Development:**
 - Collaborate with the Customer Project Manager in developing the Project Plan.
 - Assist the Customer Project Manager in identifying the project timeline, tasks, and key dates.

- c) **Project Status Reporting:**
 - Provide regular project status at a mutually agreed-upon interval.
 - Coordinate project touch points with the Customer Project Manager/Lead.
 - Maintain effective communication with the Infoblox and Customer technical teams to ensure up-to-date information.
- d) **Issue/Risk Management:**
 - Identify any potential project timeline or issue risks.
 - Communicate with the Customer Project Manager/Lead regarding identified risks.
 - Escalate issues within Infoblox as necessary to facilitate timely resolution.
- e) **Project Closeout:**
 - Review the project activities as per the agreed-upon scope.
 - Conduct wrap-up activities to perform project closure.
 - Define possible next steps for additional assistance as part of a new engagement.

3.2 Infoblox Project Team Responsibilities

3.2.1 General

- Provide a designated point of contact for the Customer project team.
- Assign qualified resources to perform the scoped activities.
- Respond to Customer requests within two (2) business days from the request date.

3.3 Customer Project Team Responsibilities

3.3.1 General

- Provide resource(s) to collaborate with Infoblox on the scoped activities.
- Designate a point of contact (Customer Project Manager / Lead) for the Infoblox project team.
- Establish an Infoblox Support account and verify login credentials.
- Respond to Infoblox requests within two (2) business days from the request date.
- Share timeline for any freezes, on-hold period, etc. with the Infoblox team as part of the first week of the engagement.
- The Customer is responsible for providing all necessary access, information, and cooperation to facilitate the implementation and configuration of the products in scope. Active participation and timely response to Infoblox inquiries and requests are crucial to the project execution.
- The Customer will actively collaborate, provide necessary information, and coordinate with Infoblox to ensure the implementation of services configuration and enablement. Adherence to the guidance and timelines provided by Infoblox is crucial for the timely and effective completion of tasks.
- Participate in weekly status meetings for this project.
- Create all test plans and perform all testing activities.

4 General Assumptions

- a) Customer and Infoblox will work together to prioritize all work/tasks included in these Terms and Conditions.
- b) Services that are not explicitly specified to be provided under these Terms and Conditions are out of scope.
- c) Customer to perform all testing activities. Infoblox will assist with issue resolution activities as part of a jointly agreed upon and prioritized list.
- d) The customer agrees to follow the processes and formats provided by Infoblox unless there is a separate written agreement between both parties.
- e) **Scheduling Policy:**
 - The Customer must provide ten (10) business days' prior notice to cancel or reschedule Service dates that have been previously scheduled.
 - If the Customer cancels or reschedules scheduled Service days with less than ten (10) business days' notice, Customer may incur additional consulting time and travel expenses.
 - Should the Customer ask for this project to be put on hold and need to resume project activities after a certain period of time, Customer must notify Infoblox, in writing, no less than ten (10) business days prior to the requested work restart date. Infoblox shall make commercially reasonable efforts to accommodate the customer requested restart date, subject to resource availability and other business considerations, and will notify the Customer, in writing, of the earliest date in which Infoblox resources can be available to resume work on the project. Infoblox cannot guarantee the same resource will be reassigned to the project.
- f) **Knowledge Transfer:**
 - Infoblox offers formal training programs for administrators, and it is highly recommended that the Customer takes advantage of this training before initiating their Infoblox project.
 - Information about Infoblox training courseware can be found at: <https://training.infoblox.com>.
- g) **Working Hours:**
 - Work will be performed during normal business hours (8AM - 5PM, Monday through Friday, Customer local time, excluding Infoblox and Customer recognized holidays).
 - Any work to be performed outside of normal business hours must receive written authorization from the Customer.

5 Term and Termination

These Terms and Conditions will expire within nine (9) calendar months from the Purchase Order Date (the "Term").

Even if some of the Services under these Terms and Conditions have been delivered, if there is a two (2) calendar-month period during the Term in which no Services under these Terms and Conditions are delivered, these Terms and Conditions will terminate and Infoblox shall have no further obligations with respect to these Terms and Conditions.

6 Payment Terms

6.1 Fees

The project's fees and payment terms are specified in the quote provided to the Customer (where Customer purchased the Services directly from Infoblox), or the quote provided by the Reseller / Distributor to Customer (where Customer purchased the Services from the Reseller / Distributor).

#	Milestones	Invoice Amount
1	Receipt of PO	100% of purchase order amount

In the case where the Customer purchased Services from a Reseller or Distributor, Infoblox acknowledges that the Customer has made payment or will make payment to the Reseller or Distributor in advance, as per the agreement between Customer and Reseller or Distributor, as applicable. Infoblox will invoice the Reseller or Distributor, in advance according to the agreement between Infoblox and the Reseller or Distributor, as applicable, based on the Fees table above.

If Customer purchased the Services directly from Infoblox, Infoblox will invoice the Customer for the Services based on the Fees table above.

Payment Schedule:

Payments shall be made within thirty (30) business days after receipt of invoice.

Refund and Credit:

Except in the event of termination for Infoblox's material breach, fees are not subject to refund or credit.

Change Order Process:

Any request for services outside the scope of these Terms and Conditions will be documented in a Change Order executed by both parties. The Reseller and Infoblox will agree upon changes in services or costs before executing additional work beyond the defined scope of these Terms and Conditions.

7 Change Management Process

7.1 Scope and Change Orders

If either party wishes to make changes to these Terms and Conditions, including but not limited to modifying the scope of work, assumptions, dependencies, or fees, such changes will only be effective upon mutual approval and execution of a "Change Order" describing the specific scope changes, possible changes to project timeline, and possible changes to project cost.

Infoblox will have no obligation to provide Services pursuant to a Change Order unless all parties to these Terms and Conditions have executed and signed a Change Order. This ensures that any modifications to these Terms and Conditions are documented and agreed upon by both parties, providing clarity and formalizing the changes to be implemented.

Any requests for services outside the scope of these Terms and Conditions will be documented in a Change Order agreed upon by both parties. A Change Order must be executed before performing such services or incurring costs beyond the scope of these Terms and Conditions.



Infoblox unites networking and security to deliver unmatched performance and protection. Trusted by Fortune 100 companies and emerging innovators, we provide real-P visibility and control over who and what connects to your network, so your organization runs faster and stops threats earlier.

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