

HARDWARE ADDENDUM

Rev. December 2021

This Hardware Addendum to the Master Purchasing Agreement (together, the “**Agreement**”) sets forth additional terms and conditions that govern the sale and use of Hardware. If Customer does not accept the terms of this Addendum, it must not use and shall return the Hardware to Infoblox or the applicable Authorized Reseller. Capitalized terms shall have the meaning ascribed to them in Section 5 or elsewhere in this Addendum or the Agreement.

1. DELIVERY; RISK OF LOSS; TITLE

(a) **Delivery.** Infoblox will use commercially reasonable efforts to deliver Hardware on the date specified in the Order to the address specified in the Order. Infoblox will not be liable to Customer for any delay in the delivery of Hardware. If Infoblox’s inventory of Hardware is inadequate to meet customer demand, Infoblox reserves the right, in its sole discretion, to allocate available Hardware among its customers (including Customer) in such a manner as Infoblox deems equitable and without liability to Customer. Hardware is deemed accepted on the Delivery Date, subject to applicable limited Hardware warranty set forth below.

(b) **Risk of Loss.** All Hardware shipments will be made EXW (Incoterms 2020) at Infoblox’s or its Hardware distributor’s loading dock, and risk of loss for the Hardware shall transfer to Customer at such time as the Hardware is made available at such loading dock (“**Delivery Date**”). Customer is responsible for selecting the mode of shipment for Hardware, though Infoblox may designate the mode if none is selected by Customer without assuming any additional risk for loss.

(c) **Transfer of Title.** Title to purchased Hardware, excluding Firmware, shall transfer to Customer once Infoblox has received payment in full. If applicable law does not allow or recognize retention of title by Infoblox after delivery, title to purchased Hardware, excluding Firmware, will pass to Customer on the Delivery Date, but Infoblox shall retain a security interest in the Hardware to secure payment of the purchase price. In such case, Customer agrees to sign any documents that Infoblox reasonably deems necessary or convenient for use in filing or perfecting such security interest.

2. USE OF THE PRODUCT

(a) **Hardware.** Hardware, excluding Firmware, is sold to Customer subject to the transfer of title terms above. The purchase of Hardware does not include Support or license, access, or use rights to any other Product or Service, which must be purchased separately from Infoblox or an Authorized Reseller. Infoblox may make updates or patches available to Hardware customers with a current Support subscription and subject to Infoblox’s Support Services Addendum. Notwithstanding the foregoing, for a period of ninety (90) days following the Delivery Date, Customer may access Infoblox’s self-service support portal at support.infoblox.com for Hardware installation and configuration assistance.

(b) **Firmware.**

(i) **License.** The Firmware and related Documentation are licensed, not sold. Subject to compliance with the Agreement, Infoblox grants to Customer and its Affiliates a non-exclusive, non-transferable (except as expressly set forth herein), non-sublicensable, revocable license to use the Firmware in object or executable code format solely with the Hardware on which it was provided by Infoblox. Infoblox and its licensors retain all right, title, and interest in the Firmware not expressly granted herein.

(ii) **License Restrictions.** Customer agrees that only Infoblox has the right to enhance or modify the Firmware, and the Firmware license does not include a right to Firmware source code. Except to the extent such restrictions are prohibited by applicable law, Customer will not, and will not facilitate or permit any other party, directly or indirectly, to modify, disassemble, recompile, or reverse engineer the Firmware or any part thereof, or otherwise gain or attempt to gain access to the source code of the Firmware. Customer shall not create derivative works or cause or permit others, directly or indirectly, to create derivative works based upon the Firmware. The Firmware’s component parts may not be separated. Except as permitted in subsection (i) above, under no circumstances will Customer sell, license, sub-license, publish, display, distribute, rent, lease, assign, or otherwise transfer to a third-party the Firmware, in whole or in part, or any copy thereof.

(c) **Customer Responsibilities.** Customer is solely responsible for the content, integrity, security, accuracy, and timeliness of data processed with, transferred from, accessed through, or stored on Hardware. Customer is solely responsible for any use of Hardware it purchases, regardless of whether such use is undertaken by Customer, its employees, its Affiliates, or any third party that buys, leases, or is otherwise provided with Hardware by Customer and all liabilities or other consequences arising from such use. Customer will ensure that all use of Hardware complies with its obligations under the Agreement. Should Customer become aware of any violation of its obligations under the Agreement, Customer shall (i) immediately inform Infoblox thereof and provide reasonable detail regarding the nature of such violation, (ii) cease to use Hardware, and (iii) ensure that the respective employee, Affiliate, or third-party cease to use Hardware.

3. WARRANTY

(a) **Limited Hardware Warranty.** Infoblox warrants that during the Hardware Warranty Period, Hardware will function in material conformance with the applicable Documentation (the "**Limited Hardware Warranty**"). Customer may make a claim for breach of the Limited Hardware Warranty at any time during the Hardware Warranty Period by contacting an Infoblox Global Support Center ("**GSC**") by logging into [Infoblox's support website](#) or by [telephone](#). Infoblox will use reasonable efforts to respond to warranty requests within one (1) business day of being contacted by Customer.

(b) **Limited Hardware Warranty Claims.** For each claim of breach of the Limited Hardware Warranty received by Infoblox during the Hardware Warranty Period, Infoblox will, at its sole option: (i) repair the Hardware such that it meets the Limited Hardware Warranty, (2) replace the Hardware with comparable Hardware, or (3) refund the amount paid to Infoblox for the Hardware upon its return by Customer. Notwithstanding the above, if Customer makes a claim that Hardware has failed within the first sixty (60) days following the Delivery Date, Infoblox will replace the Hardware with new Hardware. If Customer makes a claim that Hardware has failed more than sixty (60) days after the Delivery Date, but during the Hardware Warranty Period, and Infoblox opts to replace the Hardware, replacement will be with refurbished Hardware. All replacement or repaired Hardware shall be warranted for the remainder of the original Hardware Warranty Period or for a period of thirty (30) days following the repair or replacement date, whichever is longer.

(c) **Return of Hardware.** If Hardware must be returned to Infoblox for repair or replacement under the Limited Hardware Warranty, prior to such return, Customer must contact a GSC to verify the existence of a warrantable defect in the Hardware and to obtain a Return Merchandise Authorization ("**RMA**") number and the correct return shipping address. Customer shall deliver the Hardware to Infoblox with the RMA number on the package. Infoblox will not accept returns of Hardware that do not include a valid RMA number on the package. Customer assumes the risk of damage to or loss of returned Hardware in transit. Customer is responsible for removing all Confidential Information from Hardware prior to its return, and Infoblox shall have no responsibility or liability with regard to data or information contained in returned Hardware. If Infoblox reasonably determines that the returned Hardware does not contain the alleged defect or that a warranty exclusion applies, Customer shall pay or reimburse Infoblox, as applicable, for all costs of handling, transportation, and diagnostics at Infoblox's prevailing rates.

(c) **Warranty Exclusions.** The Limited Hardware Warranty does not cover malfunctions or defects resulting from (i) mishandling, improper use or installation, improper site preparation, site or environmental conditions, neglect, intentional physical damage, accident, or the elements,

(ii) use, maintenance, or storage of Hardware other than in conformity with the Documentation, (iii) modifications, repairs, enhancements, or alterations performed by anyone other than Infoblox or its authorized representative, (iv) normal wear and tear that does not affect the functionality of the Hardware (such as cosmetic damage, scratches, or dents), or (v) interfaces or use with software or hardware supplied by Customer or a third party not authorized by Infoblox, or (vi) errors, defects, or other issues that cannot be reproduced by Infoblox.

(d) **DISCLAIMER.** EXCEPT FOR THE FOREGOING LIMITED HARDWARE WARRANTY, INFOBLOX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT DOES INFOBLOX WARRANT THAT HARDWARE WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION. INFOBLOX HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF INFOBLOX.

4. **NO SUPPORT.** Unless otherwise provided in the Agreement or an Order, license and subscription fees charged for access and use of Products do not include Support, which is available for separate purchase as an annual subscription and subject to upfront payment for the full Support subscription term. Infoblox may, in its discretion, update and change the Support offered or the terms applicable to Support. Such updates and changes shall only take effect at the time Customer renews its Support Subscription. Infoblox reserves the right to suspend the provision of support services, if, in Infoblox's sole discretion, Infoblox determines: (i) the provision of such services would not comply with applicable laws and Section 14, Compliance with Laws of the Infoblox Master Purchasing Agreement ; or (ii) the Customer and/or recipient of such services is a Restricted Party (as defined in Section 14 of the Master Purchasing Agreement).

5. DEFINITIONS.

(a) "**Firmware**" means permanent software programmed into the applicable Hardware's read-only memory, including any applicable updates thereto.

(b) "**Hardware**" means physical devices, appliances, and units of machinery, including all parts, elements, components thereof and accessories thereto, provided under an Order. As used throughout this Addendum, "Hardware" also includes Firmware installed therein, unless expressly excluded.

(c) "**Hardware Warranty Period**" means a one (1) year period commencing on the original Delivery Date for Hardware.