

BLOXONE® THREAT DEFENSE SUPPLEMENTAL TERMS AND CONDITIONS

Rev. Sep. 2023

These BloxOne® Threat Defense Supplemental Terms and Conditions ("**TD Terms**") supplement and are incorporated into the Cloud Services Addendum published at <https://www.infoblox.com/company/legal/infoblox-bloxone-services-supplemental-terms-and-conditions/>. In the event of a conflict between the Cloud Services Addendum and these TD Terms, these TD Terms shall control only with respect to the Services herein. These TD Terms may be modified, supplemented or updated by Infoblox from time to time. Any term not defined in these TD Terms shall have the meaning ascribed to it in the Cloud Services Addendum or the main agreement that governs Customer's purchase and use of the Products and Services (the "**Master Purchasing Agreement**"). For purposes of these TD Terms, the Cloud Services Addendum and the Master Purchasing Agreement are collectively referred to as the "**Agreement**."

1. LICENSE GRANT.

(a) **B1TD Service Usage Rights and License**. Subject to the terms of the Agreement and these TD Terms, Infoblox grants to Customer, during the Term, the right and license to access and use the B1TD Service in accordance with the online help files and other content relating to use of the B1TD Service published by Infoblox (the "**Documentation**"), solely for Customer's internal use to protect Customer's own networks, which includes use by Customer's Authorized Users. Infoblox reserves the right to modify the features, functionality, and other aspects of the B1TD Service and the TD Terms from time to time, provided that Infoblox will not modify the B1TD Service or the TD Terms in a manner that would have a significant adverse effect on Customer's use of the B1TD Service without providing reasonable advance notice to Customer. These TD Terms will also apply to any such new features, functionality, 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 to Customer the right and license to download, install, copy and use the Client Software (including distribution to Customer's Authorized Users), only as necessary for access and use of the B1TD 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. All other rights in the B1TD Service are expressly reserved by Infoblox. Customer agrees that Customer will ensure and remain responsible for Customer's Authorized Users' compliance with the terms and restrictions of these TD Terms.

(b) **SANDBOX Service Usage Rights and License**. This section 1(b) applies to the SANDBOX Service only. Subject to the terms of the Agreement and these TD Terms, and in addition to the rights and licenses granted to Customer in section 1(a) above, Infoblox grants to Customer, during the Term, the right and license to access and use the SANDBOX Service: (i) in a non-production, sandbox environment that is not for performance and scale testing purposes; and (ii) within the Allowable Usage levels. Customer's use of the SANDBOX Service is conditioned upon Customer having an authorized license for the B1TD Service. All other rights in the SANDBOX Service are expressly reserved by Infoblox.

2. SUPPORT. Infoblox will provide support for the Services herein to Customer during the Term in accordance with the support services set forth herein as ***Exhibit A (Support Terms)*** and the support guidelines set forth in the Documentation. Infoblox will use commercially reasonable efforts to provide the B1TD Service in accordance with the availability service levels and target response times set forth in ***Exhibit A-1*** and ***Exhibit A-2***, respectively. Except for the service level remedies and target response times for B1TD Service set forth in Exhibit A-1 and Exhibit A-2, Infoblox does not guarantee or warrant that the Services herein, as well as the applicable support, will be available for any particular time or during any particular period. Infoblox will use commercially reasonable efforts to make the SANDBOX Service available to Customer during Customer's normal business hours. For abundance of clarity, the service level remedies and target response times specified in Exhibit A-1 and Exhibit A-2 do not apply to the SANDBOX Service. 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.

3. 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.

4. PRICING.

(a) **BloxOne® Threat Defense Service**. Except as otherwise set forth in the applicable Order, licenses to the B1TD Service are priced based on Customer's Licensed Capacity.

(b) **SANDBOX Service**. The SANDBOX Service is priced on a per SANDBOX Instance, as set forth in the applicable Order.

5. **PAYMENT**. Customer shall pay in advance for the Services herein during the license term as stated in the applicable Order. All purchases for the Services herein are final.

6. **AUDIT**. During the Term, Infoblox may audit Customer's use of Services herein to determine if the usage remains within the purchased Licensed Capacity or Allowable Usage level, as applicable. If the audit shows that Customer has exceeded the Licensed Capacity for B1TD Service, Customer must purchase new licenses for additional capacity to remain in compliance with these TD Terms. Customer's use in excess of the Licensed Capacity or Allowable Usage level may result in additional license fees.

BloxOne® Threat Defense Advanced and On-Prem offerings are subject to a maximum average monthly DNS query limit of 3,500 DNS queries per Protected User per day. Usage of B1TD Service is continuously monitored to determine a customer's average monthly DNS Queries. The monthly DNS Query average is calculated based on the number of DNS Queries for any particular month (the number of days in that month) divided by the Customer's Licensed Capacity. Infoblox may work with each Customer when their usage exceeds the current Licensed Capacity. If Customer's usage cannot be modified to align to the current Licensed Capacity, then Customer will need to purchase additional Licensed Capacity to ensure query limits are within the license terms.

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

8. DEFINITIONS.

(a) **"Allowable Usage"** means, unless otherwise specified in the applicable Order, no more than 5.5 million DNS Queries per month per SANDBOX Instance.

(b) **"BloxOne® Threat Defense Service"** or **"B1TD Service"** means the Infoblox integrated, cloud-managed, hybrid DNS security solution that protects users and devices anywhere on the enterprise network from cyberattacks and is built on the Infoblox cloud-native BloxOne® Platform.

(c) **"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.

(d) **"Licensed Capacity"** for purposes of B1TD Service shall mean the number of Protected Users of Customer.

(e) **"SANDBOX Instance"** means a single SANDBOX account as selected and viewed within the Cloud Services Platform.

(f) **"SANDBOX Service"** means a temporary, non-production account that operates and contains the same features and capabilities as the parent account.

(g) **"Protected Users"** means all personnel employed by Customer. In the case of BloxOne® Threat Defense Business Cloud, there is an option to license a subset of users who access the BloxOne® Threat Defense Cloud.

Exhibit A

Support Terms

These Support Terms set forth additional terms and conditions that govern the purchase and provisioning of maintenance and support for the applicable Service (“**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 these Support Terms 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. With respect to the B1TD Service, 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.

(e) **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: (i) a general description of the operating environment; (ii) a list of all hardware components, operating systems and networks present; (iii) a reproducible test case; and (iv) 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. 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 these Support Terms 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.

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Exhibit A-1
Service Availability and Service Credits for B1TD Service

1. Service Credits. “**Service Credit**” means an extension of the Term by the number of days set forth in Section 2 (Service Availability) below for failing to meet the stated availability levels for serving DNS queries. Service Credits shall be Customer’s sole and exclusive remedy for Service Availability failures. In order to be eligible for a Service Credit, Customer must: (i) be current on fees due for the B1TD Service; and (ii) request a Service Credit via a support ticket submitted to Infoblox Support within ten (10) 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 Service Availability was not met in accordance with the requirements below, and provide a response to Customer no later than ten (10) business days after the end of the month in which the request occurred. 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 order for the stated availability to apply, Customer’s network must be properly configured on a 24 X 7 X 365 basis in accordance with the Documentation and in a manner that allows Customer to take advantage of Infoblox’s redundant global infrastructure made available as part of the B1TD Service.

2. Service Availability. During the Term, Infoblox will use commercially reasonable efforts to make the DNS query services available at least 99.99% of the time during each calendar month (the “**Service Availability**”). If DNS query Service Availability is less than 99.99% for a calendar month, Infoblox will provide the Service Credit indicated below based on the availability confirmed by Infoblox for the month. Calculation of availability excludes scheduled maintenance times published by Infoblox and other exclusions described in Section 4 below. Failure to meet DNS query Service availability results in a Service Credit as follows:

DNS Query Service Availability During a Month	Service Credit
> = 99.99%	0
< 99.99% but > = 99.9%	1 day
< 99.9% but > = 99%	5 days
< 99% but > = 98%	10 days
< 98%	20 days

3. Maximum Service Credits. The aggregate maximum Service Credits that Infoblox will issue for failing to meet Service Availability during any twelve (12) month Term will not exceed 30 calendar days’ worth of the B1TD Service.

4. Exclusions. The service availability metrics above do not apply to (and calculations of availability exclude) any: (a) services or features designated by Infoblox as pre-release, alpha, beta or similar non-GA designation; (b) aspects or functionality of the B1TD Service other than those required for serving DNS queries; (c) periods of unavailability or latency caused by third party hosting services or internet carriers; or (d) 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 B1TD Service; (ii) that resulted from any actions or inactions of Customer or any third-party; (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); (iv) arising from the suspension and termination of Customer’s right to use the B1TD Service in accordance with the TD Terms; or (v) that resulted from exceeding usage limits/quotas applied by the system and/or listed in the Documentation. 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-1.

Exhibit A-2
Target Response for B1TD Service

Severity	Definition	Initial Response Target Time	Commitment (Infoblox and Customer)
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.	Within 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 B1TD 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

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