



## INFOBLOX PROFESSIONAL SERVICES ADDENDUM

This Infoblox Professional Services Addendum (“**Addendum**”) to the Master Purchasing Agreement (together, the “**Agreement**”) sets forth additional terms and conditions that govern the purchase and provisioning of Infoblox Professional Services. This Addendum shall be effective as of the date accepted by Customer (“**Effective Date**”). Capitalized terms shall have the meaning ascribed to them in Section 7 or elsewhere in this Addendum or the Agreement.

### 1. Services; Deliverables.

1.1 Subject to the terms and conditions described herein, Infoblox will provide the Services specified in the relevant SOW. No acceptance shall apply except as set forth in an applicable SOW. Services may be provided by Infoblox employees or its identified subcontractor, and Customer consents to Infoblox’s use of such subcontractor provided that Infoblox remains responsible for the compliance of its subcontractor with the terms of the applicable SOW.

1.2 Customer understands that Infoblox’s performance is dependent in part on Customer’s actions. Accordingly, Customer will timely make available required personnel and provide Infoblox with the necessary access, items and assistance. Any dates or time periods relevant to Infoblox’s performance will be extended equitably to reflect any delays due to Customer or its contractors.

1.3 Infoblox agrees to meet with Customer as may be reasonably requested by Customer from time to time to report on the progress being made by Infoblox.

### 2. Compensation.

Customer will pay fees for the Services in accordance with the relevant SOW to Infoblox or an Authorized Reseller. If purchasing from Infoblox directly, and not part of any Product purchase bundle, Customer shall also reimburse Infoblox for all actual and reasonable travel, lodging, material and other out-of-pocket expenses incurred by Infoblox in conjunction with the Services that have been approved by Customer in advance. Customer shall pay all amounts within 30 days after the date of invoice. Invoices for Services may be issued upon completion or if the period of Services extends for more than a month, invoices may be issued monthly in arrears for Services performed. Late payments will bear interest at the rate of 1.5% per month, or, if lower, the maximum rate allowed by law.

### 3. Term/Termination.

3.1 This Addendum shall commence on the Effective Date and continue thereafter, unless terminated earlier as described in this Section 3.

3.2 If either party materially breaches this Addendum (including failure to make any payment hereunder), the other party may terminate this Addendum by giving the breaching party thirty (30) days written notice of the basis for termination and a reasonable opportunity to cure the basis for termination, which shall not be less than thirty (30) business days. Any such termination may be limited to one or more SOWs (and, if the termination is for a party's breach with respect to a specific SOW, it must be so limited to the applicable SOW), in which case, the consequences of termination will be limited to the subject matter of that SOW.

3.3 Upon termination of this Addendum, Customer agrees to pay all amounts due or accrued as of the date of such termination. If Infoblox terminates this Addendum due to a default by Customer, Customer shall immediately return to Infoblox, and cease all further use of all copies of any documents, magnetically encoded materials, any software, drawings, flow charts, structure charts, and recording media and other materials furnished to Customer in rendering the Services for which full payment has not been made. Upon termination of this Addendum for any reason, each party shall return to the other party or destroy (and so confirm such destruction to the other party) any Confidential Information obtained from the other party (subject to the exceptions set forth in the immediately preceding sentence). Sections 2, 4, 5, and 6 shall survive any termination or expiration of this Addendum.

#### **4. Warranty and Disclaimer.**

4.1 Infoblox represents, warrants and agrees: (a) to perform the Services in a good and workmanlike manner and (b) that Infoblox has full power, right and authority to enter into this Addendum, to carry out its obligations under this Addendum, and to grant the rights granted to Customer herein. As Customer's sole remedy for breach of the foregoing, Infoblox shall reperform the Services to comply with the applicable SOW or, if Infoblox determines that such is not practicable through the use of reasonable efforts, refund the fees paid for the Services.

4.2 EXCEPT AS SET FORTH IN THIS SECTION 4, INFOBLOX DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESSED, INCLUDING, WITHOUT LIMITATION, ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE STATED EXPRESS WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER OBLIGATIONS AND PERFORMANCE LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE RENDERING OF THE SERVICES HEREUNDER.

#### **5 Rights/License.**

As between the parties, Infoblox hereby assigns to Customer all rights, title and interest in and to any Deliverables; provided, however, that such assignment does not include

any Underlying Infoblox Technology. Subject to the terms and conditions of this Addendum, to the extent (if at all) any Underlying Infoblox Technology is incorporated into the Deliverables, if applicable, Infoblox grants to Customer a non-exclusive, royalty-free, worldwide license to use the Underlying Infoblox Technology solely in order to use the Deliverables for its internal business purposes or as otherwise contemplated under this Addendum.

## **6. General.**

6.1 General Skills & Knowledge. Customer acknowledges that Infoblox performs similar services for other parties and therefore, notwithstanding anything to the contrary, Infoblox shall not be restricted from utilizing any “skills or knowledge of a general nature” acquired during the course of performing the Services. For purposes of this Addendum, “skills or knowledge of a general nature” shall include, without limitation, information publicly known or that could reasonably have been acquired in similar work performed for another customer.

6.2 Non solicitation. The Parties recognize that the employees, independent contractors, and other agents of each Party, and such individuals’ loyalty and service to said Party, constitute a valuable asset of each Party. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, except for General Recruiting Efforts (as defined below), the Parties hereby agree not to (directly or indirectly): (i) make any offer of employment to, (ii) hire or enter into a consulting relationship with, or (iii) otherwise solicit for hire, or encourage, in each case, any person who was employed by or retained as an independent contractor of the other Party or its affiliates during the term and who performed any Services pursuant to this Agreement. This restriction does not prohibit either Party from employing general recruiting strategies that are not directed specifically towards the other Party’s employees or contractors, including the placement of advertisements, the use of placement firms or the posting of positions on the World Wide Web (“General Recruiting Efforts”). For the avoidance of doubt, if a Party’s employees or contractors respond solely to the other Party’s General Recruiting Efforts without direct or indirect effort by the recruiting Party to solicit for hire or interfere with the employment, consulting relationship or other similar engagement between said employees or contractors and the non-recruiting Party, then the recruiting Party may hire the other Party’s employees or contractors without restriction.”

6.3 Miscellaneous. The terms and conditions of this Addendum shall take precedence over and shall govern over any inconsistent or conflicting terms in a SOW, unless and solely to the extent that the parties expressly state that they intend to override these terms and conditions. No waiver, change, or modification to this Addendum will be effective unless in writing signed by both parties.

## **7. Definitions.**

**“Deliverable”** means any deliverable specified in the applicable SOW that is created for Customer in the performance of the Services.

**“SOW”** means a statement of work for professional services to be provided by Infoblox personnel referencing this Professional Services Addendum that is signed by Infoblox and Customer.

**“Services”** means services listed in a SOW. Services in this context excludes support and maintenance services.

**“Underlying Infoblox Technology”** means Infoblox technology, methodologies, products, tools, templates, software (in source and object forms), architecture, class libraries, objects and documentation existing at the Effective Date or otherwise arising outside of work under this Addendum, and any generally applicable modifications of the foregoing to the extent such do not incorporate confidential information of Customer.

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