

INFOBLOX UNIVERSAL DDI SUPPLEMENTAL TERMS AND CONDITIONS

Rev. September 2024

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

1. LICENSE GRANT. Subject to the terms of the Agreement and these Universal DDI Terms, Infoblox grants to Customer, during the Term, the right and license to access and use the Universal DDI Service in accordance with the online help files and other content relating to use of the Universal DDI 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 Universal DDI Service and the Universal DDI Terms from time to time, provided that Infoblox will not modify the Universal DDI Service or the Universal DDI Terms in a manner that would have a significant adverse effect on Customer's use of the Universal DDI Service without providing reasonable advance notice to Customer. These Universal DDI Terms will also apply to any such new features, functionality, changes, or updates to the Universal DDI Service. When applicable, Infoblox also makes available client software for download by Customer in connection with the Universal DDI 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 Universal DDI Service in accordance with the applicable 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 Universal DDI 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 Universal DDI Terms.

To the extent Customer's Order includes Infoblox hardware or NIOS software deployed in the customer's environment (collectively, "**Customer-Managed Products & Services**"), then the applicable hardware and NIOS software addendum located at <https://www.infoblox.com/company/legal/> shall apply to the purchase of such Customer-Managed Product and/or Service.

2. SUPPORT. Infoblox will provide support for the Universal DDI Services herein to Customer during the Term in accordance with the support services set forth herein as **Exhibit A-1 (Support Terms)** and the support guidelines set forth in the Documentation. Infoblox will use commercially reasonable efforts to provide NIOS-X as a Service in accordance with the availability service levels and target response times set forth in **Exhibit A-2**. Except for the service level remedies and target response times for Universal DDI Service set forth in **Exhibit A-1** and **Exhibit A-2**, Infoblox does not guarantee or warrant that the Universal DDI Services or the applicable support will be available for any particular time or during any particular period. 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 Universal DDI Service ("**Customer Information**"). Infoblox may use third party hosting services to provide the Universal DDI 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 Universal DDI 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 Universal DDI 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. The Universal DDI Service is priced based on Token Type and server size. Customer shall pay in advance for a predetermined number of Tokens allocated to the selected Token Type(s). All Tokens expire at the end of the term as specified in the applicable Order and may not be carried over into any renewal term. Tokens are non-transferable between different Token Types. Except as expressly agreed in writing between the parties, Customer acknowledges and agrees that there will be no right of refund, credit or carryover for any Tokens. Customer may purchase additional Tokens at any time during the Term.

5. USAGE LIMITS. The use of Universal DDI Services and the allocation of Tokens shall not exceed the entitlements set forth in the applicable Order(s) or Documentation (collectively the “**Licensed Capacity**”). If the usage or allocation is found to exceed the Licensed Capacity during any Quarterly Review, Infoblox may work with Customer to seek to reduce Customer’s usage to conform to the contractually agreed limit. If, notwithstanding Infoblox’s efforts, Customer is unable or unwilling to comply with the Licensed Capacity, Customer agrees to promptly execute an Order for additional quantities of the applicable Tokens upon Infoblox’s request. Upon execution of an Order for the excess usage, Customer’s entitlement for the Universal DDI Services will be adjusted on a going-forward basis to reflect the increased Licensed Capacity; provided, however, any Tokens purchased through the additional Order shall co-terminate with the original Order.

Notwithstanding the above, Infoblox reserves the right to modify Product functionality or suspend the Customer’s license in the event of continued non-compliance with the Licensed Capacity. Additionally, failure to execute an Order within 30 days of the due date will incur additional fees as detailed in Section 2(c)(i) of the Master Purchase Agreement.

6. DEFINITIONS.

(a) “Universal DDI Service” shall mean the Infoblox product suite that allows customers to purchase and centrally manage DNS, DHCP, and IP address management, provides visibility across assets in different deployment models, and comprises management, server, and related reporting solutions and ecosystem add-ons.

(b) “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.

(c) Quarterly Review shall mean each consecutive three-month period following the commencement of the Term during which Infoblox will review and average the Customer’s monthly usage over the 90-day period to verify that it has not exceeded the agreed-upon Licensed Capacity.

(d) “Token” shall mean a unit of value that can be purchased and allocated by a Customer for Universal DDI Services.

(e) “Token Type” shall mean each of the Management, Reporting and Server Tokens, or other types of Tokens as specified in the Documentation.

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Exhibit A-1
Support Terms

These Support Terms set forth additional terms and conditions that govern the provisioning of support for the applicable Universal DDI 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. 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 below.

Target Response for Universal DDI 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 Universal DDI 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

(b) Remote Diagnostics and Assistance. Provision of timely and effective Support, including diagnosis and resolution, 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 Product, 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-2
Service Availability and Service Credits for NIOS-X as a Service

1. Service Availability. During the Term, Infoblox will use commercially reasonable efforts to make the NIOS-X as a Services operational and available to Customer at the level specified below in any calendar month (the “**Service Availability**”). If the Monthly Uptime Percentage does not meet the Service Level Availability in any calendar month, and if Customer meets its obligations under these Support Terms, then Customer will be eligible to receive a credit as follows:

<i>Uptime</i>	<i>Days Credited</i>
> = 99.9%	0
< 99.9% - ≥ 98.0%	3
< 98.0% - ≥ 95.0%	7
< 95.0%	15

For avoidance of doubt, the foregoing Service Availability does not apply to any Client Software or Customer-Managed Products or Services.

2. Customer Must Request Service Credit. To receive Service Credit, Customer must: (a) be current on fees due for the Universal DDI Service; and (b) request a Service Credit via a support ticket submitted to Infoblox Support within 30 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 Service Availability was not met in accordance with the requirements above. 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 no instance will the Service Credits exceed 10% of the quarterly fees paid for the Universal DDI Service.

3. Exclusions. The Service Availability does not apply to Universal DDI Service unavailability due to: (a) Maintenance Downtime; or (b) periods of unavailability or internet carriers, or 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 Service; (ii) that resulted from any actions or inactions of Customer or any third-party; (iii) that resulted from Customer’s equipment, software, network connection, or other technology and/or third party equipment, software or other technology (other than third-party equipment within Infoblox’s direct control). 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.

4. Definitions.

(a) “Downtime” means if Customer is unable to access the Universal DDI Service by means of a web browser and/or API as a result of failure(s) in the Universal DDI Service, as confirmed by Infoblox.

(b) “Maintenance Downtime” means routine maintenance that occurs outside of normal working hours (Pacific Time) and continues for no more than four (4) hours in any one instance, so long as Infoblox provides at least forty-eight (48) hours prior written notice (including by email) to Customer’s main technical contact on file with Infoblox.

(c) “Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

(d) **“Service Credit”** means the number of days by which Infoblox will credit Customer, according to the table above. Service Credits shall be Customer’s sole and exclusive remedy for Universal DDI Service Availability failures.

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