



## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the “Agreement”) is entered into as of the last date below (the “Effective Date”) by and between Infoblox Inc. and its affiliates, a Delaware corporation with an address at 2390 Mission College Blvd, Suite 501, Santa Clara, CA 95054 (“Infoblox”) and the party identified below (“Company”). A party disclosing Confidential Information (“Disclosing Party”) and a party receiving Confidential Information (“Receiving Party”) are hereinafter referred to as a “Party” and collectively as the “Parties”.

In consideration of the Parties’ discussions of, and any access to, Proprietary Information (as defined below), the Parties hereby agree as follows:

1. Each Party understands that the other Party has disclosed or may disclose nonpublic information relating to the Disclosing Party’s business (“Proprietary Information”). The Parties’ Proprietary Information includes, without limitation, all current and future product information, customer information, computer programs, algorithms, technical drawings, development plans, forecasts, strategies, policies and financial information. Nothing else will be considered “Proprietary Information” of the Disclosing Party unless either (a) it is or was disclosed in tangible form and is conspicuously marked “Confidential”, “Proprietary” or the like or (b) it is or was disclosed in non-tangible form and was identified as confidential at the time of disclosure. Information that has been anonymized or de-identified is not Confidential Information.

2. The Receiving Party agrees (i) to hold the Disclosing Party’s Proprietary Information in confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to divulge any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally the proposed business relationship with the Disclosing Party, (iv) not to copy, decompile, disassemble or reverse engineer any such Proprietary Information and (v) not to export or reexport (within the meaning of U.S. or other export control laws or regulations) any such Proprietary Information or product thereof.

3. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iii) was rightfully disclosed to it by a third party or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures

required by law or court order provided the Receiving Party uses all reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has allowed the Disclosing Party to participate in the proceeding.

4. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party all Proprietary Information of the Disclosing Party and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof. Notwithstanding the foregoing, to the extent that a copy of any Proprietary Information is required to be maintained pursuant to any law, regulation or rule of any regulatory or self-regulatory body applicable to Receiving Party, a copy of such materials may be retained by Receiving Party so long as such Proprietary Information is maintained and used in a manner consistent with the confidentiality obligations of Receiving set forth herein. The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information of the Disclosing Party or (ii) requires either Party to proceed with any transaction or relationship unless and until a definitive agreement have been entered into between the Parties with respect to the proposed business relationship.

5. Neither Party makes any representation or warranty, express or implied, with respect to any Proprietary Information. Neither Party shall be responsible for any expenses, losses or actions incurred or undertaken by the other Party as a result of the receipt and use by such Party of Proprietary Information of the other Party. Disclosing Party is not liable for the accuracy or completeness of its Proprietary Information. Disclosing Party retains all rights to its Proprietary Information. No grant or license is made or given hereunder, express or implied, to any trademark, copyright, patent or similar right other than the use of the Proprietary Information for limited business purposes of the Parties as contemplated herein by the Parties. Proprietary Information is disclosed "AS IS" under this Agreement. The Parties expressly agree that the provision of Proprietary Information hereunder and any discussions held in connection with the proposed business relationship shall not prevent either Party from pursuing similar discussions with third parties or obligate either Party to continue discussions with the other or to take, continue or forego any action relating to the proposed business relationship. Any estimates or forecasts provided by either Party to the other shall not constitute commitments.

6. The term of this Agreement shall continue until terminated by either Party upon thirty (30) days prior written notice. This Agreement will apply to disclosures made prior to termination for a period of three (3) years after disclosure of the Proprietary Information. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to any and all appropriate equitable relief as permitted by law, without necessity of posting bond or other security, in addition to any other remedies it might have at law.

7. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement shall be governed by the law of the

State of California without regard to the conflicts of law provisions thereof. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. The prevailing Party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees. No waiver or modification of this Agreement will be binding upon a Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.

8. Statements, demonstrations and roadmaps and related information that may be provided by Infoblox, such as future releases, product features and new product introductions, are for informational purposes only and are based on Infoblox's current development efforts and plans. These development efforts and plans are subject to change based on changes in the overall market, changes in the demands of Infoblox's customer base or other factors such as the technical feasibility, market acceptance or profitability of a new product or feature. There can be no assurance that Infoblox will introduce the future products, features or enhancements described and Infoblox assumes no responsibility to introduce such products, features or enhancements. Company acknowledges that purchasing decisions are not being made based on reliance on the timeframes or specifics regarding future products, features or enhancements outlined in any statements, demonstrations or presentations relating to Infoblox products and if Infoblox delays or never introduces future products, features or enhancements, Company's current purchasing decisions would not be affected.

**COMPANY:** \_\_\_\_\_

**INFOBLOX INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

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