



PREMIUM AND ELITE SUPPORT/MAINTENANCE SERVICE TERMS

ADDENDUM (NIOS and NetMRI Products)

Rev. September. 2023

This Addendum (“**Addendum**”) to the Master Purchasing Agreement (together, the “**Agreement**”) sets forth additional terms and conditions that govern the purchase and provisioning of Infoblox Premium Maintenance and Elite Maintenance for NIOS and NetMRI products (collectively, “**Support**”). The provision to Customer of the Support described herein is subject to placement of an Order by Customer for Support and advance payment of all applicable Support fees to Infoblox or an Authorized Reseller, as applicable. Support is provided in the English language only. Infoblox may, at its sole discretion, modify these terms or the services provided as Support; such modifications will only be effective with respect to subsequent Support renewals or Support for new or additional Product purchases. Capitalized terms shall have the meaning ascribed to them in Section 8 or elsewhere in this Addendum or the Agreement.

1. SCOPE AND PROVISION OF SUPPORT

(a) **Scope of Support.** Support is provided via telephone or internet 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 this Addendum, including the service levels set forth in Exhibit A based on the level of Support purchased by Customer, and to do so in a professional and workmanlike manner.

(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 such 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 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 Core DDI Advanced Troubleshooting (CDAT) and NMCS: NetMRI CCS Scripting certification.

(e) **Third-Party Product Issues.** In the event Infoblox determines that an issue submitted to the GSC is a third-party product or service issue, Infoblox may continue to assist Customer subject to Customer’s payment for efforts to resolve such issue at Infoblox’s then-current and applicable hourly rate. Prior to Customer incurring any such charges, Infoblox will notify Customer of the third-party issue and obtain Customer’s consent to continue providing support for the third-party issue. If Customer has purchased Elite Maintenance for the impacted Product, Infoblox will assist with triage support for the third-party issue at no additional charge provided Customer also has a current support or maintenance agreement in place with the relevant third party for the relevant third-party product or service.

(f) **Onsite Services.** Onsite support services are not included in Support offerings. Professional Services for onsite requirements may be separately purchased.

2. SOFTWARE RELEASES AND HARDWARE MAINTENANCE.

(a) **Software Releases.** Customer is entitled to download Releases from [Infoblox’s support website](#) for Products under a current Support contract. Installation and configuration of Releases is not included as part of Support and is the responsibility of Customer. Software Support does not entitle Customer to new Software that is designed to add additional applications or features available in the Software or to provide additional functions and features that were not included in the Software originally licensed, which may be licensed separately from Infoblox at the price set forth on Infoblox’s then-current price list or the then-current price charged by the Authorized Reseller, as applicable.

(b) **Hardware Maintenance.**



(i) **Hardware Replacement.** In addition to 1(a) – (e) above, Support for Hardware Products includes advance exchange replacement of Hardware determined to be defective by Infoblox. Prior to any return of Hardware, Customer must contact a GSC to verify the existence of a defect in the Hardware and to obtain a Return Merchandise Authorization (“RMA”) number by Infoblox and the correct return shipping address. Customer must promptly deliver the defective unit to be replaced (as identified by the serial number provided to Infoblox at the time of RMA issuance) in accordance with Infoblox’s return instructions provided at the time of RMA issuance. The RMA number must be clearly listed on the outside of the return packaging. Infoblox may refuse delivery and return to Customer at Customer’s expense any unauthorized return or return packages not in compliance with Infoblox’s return instructions. If Infoblox has not received the replaced unit within thirty (30) days of delivery of the replacement unit, Customer will be invoiced for and shall pay for the replacement unit at Infoblox’s then-current list price; non-payment may result in suspension of Support. If, after receipt, Infoblox determines in good faith that the returned unit does not contain the claimed defect or that failure of the unit was caused by misuse, negligence, software additions, modifications, or other damage caused to the unit when in Customer’s possession, then Infoblox may, in its sole discretion, return the unit to Customer at Customer’s expense and Customer shall pay for the previously shipped replacement unit at Infoblox’s then-current list price.

(ii) **Next Business Day Hardware Replacement.** Support may include next business day Hardware replacement service (“NBD”). To be eligible for NBD Hardware replacement, Hardware must be located in a geography’s depot delivery radius as identified on [Infoblox’s Global RMA Locations List](#) for NBD service coverage. In order to ship the same day, the RMA must be processed by 3:00 pm local time of the depot processing the RMA for shipment. For Hardware located outside of a geography’s depot delivery radius identified as NBD accessible, replacement Hardware will be shipped by reasonable, commercially available means for carrier delivery to Customer based on available delivery times. If Infoblox’s record of the installation location differs from the Customer’s requested ship to address, Infoblox will use commercially reasonable efforts to deliver Hardware by NBD.

3. CUSTOMER RESPONSIBILITIES.

(a) **Customer’s Obligation to Assist.** For each issue request submitted, Infoblox may require Customer to provide the following information: (a) a general description of the operating environment, (b) a list of all hardware components, operating systems and networks present, (c) a reproducible test case, and (d) any log, trace, and systems files.

Customer will be required to provide the Product activation ID or unit serial number when opening a Support request with Infoblox.

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 impedes Infoblox’s ability to diagnose or resolve the issue.

(b) **Supported Releases.** Infoblox will provide Support for Software release versions in accordance with its published lifecycle policy. Support does not cover prior release levels no longer supported in accordance with the policy; if required by Customer, services for prior release levels may be available at an additional charge. Installation of Software and Hardware in accordance with Infoblox documentation is the responsibility of the Customer.

(c) **RMA Response Time.** In order to ensure adequate RMA response times, Customer is responsible for ensuring Product installation locations are updated and accurate. Infoblox will bear no responsibility for delays caused by Customer’s failure to adhere to this section. Product installation location can be updated and maintained by the Customer via the Infoblox support portal under the ‘My Products’ page.

4. RENEWALS.

If Customer fails to renew Support prior to the expiration date of the then-current applicable Term, and subsequently elects to renew, the renewal term shall retroactively start immediately following such expiration date. Infoblox may charge Customer a reinstatement fee of fifteen percent (15%) of the applicable annual Product or Service renewal fee which shall be due at the start of the renewal term. Any Support that has lapsed for more than six (6) months may be reinstated at the sole discretion of Infoblox subject to a Product inspection as described in Section 7(a)(ii) below.

5. EXTENDED MAINTENANCE SERVICE



For selected product models Infoblox may make available the Extended Maintenance Service described below. If made available by Infoblox and purchased by Customer, Extended Maintenance Service begins upon the End of Life (EOL) date announced by Infoblox for the product model in accordance with Infoblox's published End of Life Policy. Except as identified below, Extended Maintenance Service is subject to Infoblox's standard terms and service levels for the applicable maintenance program (Premium, Elite, Internet Service Provider (ISP), Managed Service Provider (MSP) or Partner) contract covering the Infoblox product units. These Extended Maintenance Service terms will control in event of any conflict with other maintenance terms.

(a) Response Standards. Response standards in Table 1 below describe the Extended Maintenance Service level of support that can be expected by Customer under normal circumstances.

Table 1. Extended Maintenance Service Levels

Severity Level	Definition	Initial Response Target Time*	Commitment (Infoblox and Customer)	Resolution Targets
1	Operation/Service down or critically impacted. No known Workaround.	Within 1 hour	Infoblox and Customer will commit necessary resources to fix problem or obtain a Workaround.	Emergency bug fix (EBF) if necessary. Fix included in next release.
2	Operation affected, but not down. Impact may be high. Workaround may be available.	2 business hours	Infoblox and Customer will commit resources during normal business hours to resolve issue or obtain Workaround.	Fix included in future release.
3	Moderate to negligible impact. No impact to business.	8 business hours	Infoblox and Customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	Schedule for future Release if necessary.

(b) New Software Releases. For Infoblox products under an Extended Maintenance Service contract, Customer is entitled to download new software releases for the applicable Infoblox product platform from the Infoblox Support Website at <https://support.infoblox.com/support>. Infoblox does not commit that all new software releases made available during the Extended Maintenance Service period will function on the Infoblox product hardware; some software releases may not function on the hardware or may function with degraded performance or functionality.

(c) Hardware Replacement. At Infoblox's option, Infoblox product hardware under Extended Maintenance Service may be replaced with newer hardware models of equal or superior performance. Replacement with newer models does not extend the original EOL date or availability of maintenance services for the hardware unit. Extended Maintenance Service does not entitle Customer to hardware upgrades or replacement of EOL hardware with newer models. RMA shipment processes are described in Infoblox's Maintenance Service terms identified above.

(d) Latest Release. Provision of code fixes, patches and updates under Extended Maintenance Service is limited to the most recent point release (e.g., version X.y) of the Infoblox product software on the announced EOL date. Extended Maintenance Service does not include prior code fixes or patches for prior release levels.

(e) Fees. Extended Maintenance Service may be subject to additional fees above standard Premium, Elite, ISP, MSP or Partner maintenance service fees. If Infoblox consents to make Extended Maintenance Service available, then such availability is contingent upon Customer waiving any commitments regarding renewal prices or limiting maintenance fee increases for the purchase of Extended Maintenance Service.

(f) No Renewals. Extended Maintenance Service may be made available for one- or two-year terms and are not subject to renewal.

6. SOFTWARE ONLY EXTENDED MAINTENANCE SERVICE



Infoblox may make available the Extended Maintenance Service for (END OF SOFTWARE DEVELOPMENT EOSD Software Versions described below ("Version Extended Maintenance"). Standard Infoblox Maintenance Services do not include creation of new fixes, patches, maintenance releases or feature additions or requests for any version release that is past the EOSD date (as defined in Infoblox's published End of Life Policy available at <https://www.infoblox.com/support/policies/>). If made available for a release version and purchased by Customer, Version Extended Maintenance begins upon the EOSD date announced by Infoblox for the Covered Version. Except for the supplemental terms for Covered Versions as described below, Infoblox's standard terms and service levels for the applicable maintenance program (Premium, Elite, ISP, MSP or Partner) continue to apply to covered product units. These Extended Maintenance Service Terms for EOSD Software Versions supplement Infoblox's standard terms and service levels applicable to product units for which Version Extended Maintenance has been purchased. Product units must be under a current Infoblox maintenance service contract in order to be eligible for purchase of Version Extended Maintenance.

(a) **Covered Versions.** Version Extended Maintenance below applies only to Covered Versions. Covered Versions will be identified by Infoblox as numbers to the left and right of the decimal point (i.e., Version X.y). A current list of Covered Versions is available upon request.

(b) **Security Fixes and Patches.** Provision of new code fixes, patches and updates under Version Extended Maintenance is limited to security vulnerabilities for Covered Versions. Version Extended Maintenance does not include updates or upgrades with new functionality or code fixes or patches for prior release levels. Although Infoblox will use reasonable efforts to provide security fixes and patches for Covered Versions, in some cases it may not be practical or optimal to attempt to provide a patch or fix for a Covered Version and addressing security vulnerability may require upgrade to a current release version.

(c) **Fees.** Extended Version Maintenance requires payment of additional fees above standard Premium, Elite, ISP, MSP or Partner maintenance service fees. If Infoblox consents to make Version Extended Maintenance available for Customer's product units, then such availability is contingent upon Customer waiving any commitments regarding renewal prices or limiting maintenance fee increases for the purchase of Extended Maintenance Service.

(d) **No Renewals.** Extended Version Maintenance is not subject to renewal.

7. MISCELLANEOUS.

(a) **Eligibility for Support.** To be eligible for Support, the Products must contain or be the most current, or immediately prior, revision of Infoblox Software. Support does not include updates of Products and upgrading to the most current level shall be at Customer's expense. Products must be installed and remain in an operating environment which is in accordance with the specifications set forth in the applicable Documentation.

(i) **Same Product Coverage.** Products of the same Infoblox Product type located at the same site location must be covered by the same level of Support. For Hardware, Customer must have both the chassis and all associated add-on components covered under the same Support plan. Customer shall notify Infoblox if additional same type Products are purchased or licensed during the term of this Addendum and shall pay a pro-rated support charge for such additional Product if a co-terminating Support contract is requested by Customer.

(ii) **Product Inspection.** Upon prior notice, Infoblox may conduct an onsite, physical certification inspection before commencement of Support hereunder to determine whether the Product is in good operating condition when: (1) Customer has allowed Support to lapse for more than six (6) months and wants to reinstate Support for the Product, or (2) Customer did not purchase Support when initially purchasing the Products and greater than twelve (12) months have lapsed since the Products were purchased. If during inspection Infoblox determines that a Product needs repair because it has not been maintained, Infoblox or an Authorized Reseller will provide Customer an estimated repair cost. Additionally, an inspection certification charge will be applied and invoiced by Infoblox or the Authorized Reseller, as applicable, at Infoblox's then-current, professional services rate (travel and expenses are additional charges). Fees associated with the Product inspection are non-refundable.

(b) **Service Exclusions:** The following services and conditions are specifically excluded from the Support Services provided under this Agreement; however, they may be provided by Infoblox at the request of Customer for an additional charge

- (1) Customer's failure to implement Releases made available under Support.
- (2) The use or operation of the Product other than as set forth in the Documentation.
- (3) Any customizations, alterations, modifications of or additions to Products other than fixes and patches provided by Infoblox.
- (4) Any services, including replacement of parts or repair of damage, which in the reasonable opinion of Infoblox are necessitated by the unit or subassembly (a) having been misused; (b) utilizing replacement parts not provided by Infoblox; (c) having been used in a negligent manner; or (d) having been used outside the environmental range specified by Infoblox.
- (5) Any work to be performed at a Customer's site, other than as mutually agreed and documented in an Order.
- (6) Products that have reached Infoblox's published End-of-Life date as per our [End-of-Life policy](#).
- (7) Infoblox will not extend Support or provide Software for any Infoblox Product purchased from an unauthorized third-party. Additionally, any customer purchasing used or second-hand appliances should be aware that Software and licensing (including embedded firmware) is non-transferrable pursuant to the applicable Infoblox Software license terms, and installing or using such Software may be a violation of such terms.
- (8) Any work at Customer's site, other than as specified in the Services Orders
- (9) Any Support Services for Product which has been the subject of loss, theft, damage or destruction in whole or in part from any reason whatsoever (flood, earthquakes).

8. DEFINITIONS.

(a) **"Release"** means a new Software release version issued for a specific Product, if and when available, containing error corrections, patches, enhancements, new features and/or functionality, which is made generally available by Infoblox to its Support recipients without additional charge and may be indicated by a change in the version number to the left or right of the decimal point.

(b) **"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.

EXHIBIT A **MAINTENANCE SERVICE LEVELS**

The following describes the level of support that can be expected by Customer under normal circumstances.

TABLE 1. PREMIUM MAINTENANCE SERVICE LEVELS

Severity	Definition	Initial Response Target Time	Commitment (Infoblox and Customer)	Resolution Targets
1	Operation/Service down or critically impacted. No known Workaround.	Within 1 hour	Infoblox and Customer will commit necessary resources to restore services by a fix or obtain a Workaround.	Emergency bug fix (EBF) if necessary. Fix included in next Release.
2	Operation affected, but not down. Impact may be high. Workaround may be available.	2 business hours	Infoblox and Customer will commit resources during normal business hours to resolve issues or obtain Workaround.	Fix included in future Release.
3	Moderate to negligible impact. No impact to business.	8 business hours	Infoblox and Customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	Schedule for future Release if necessary.
4	Request for information, documentation issues, and enhancement requests.	1 business day	Request-dependent.	Request-dependent.

TABLE 2. ELITE MAINTENANCE SERVICE LEVELS

Severity	Definition	Initial Response Target Time	Commitment (Infoblox and Customer)	Resolution Targets
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1	Operation/Service down or critically impacted. No known Workaround.	Within 15min	Infoblox and Customer will commit necessary resources to fix problem or obtain a Workaround.	Emergency bug fix (EBF) if necessary. Fix included in next Release.
2	Operation affected, but not down. Impact may be high. Workaround may be available.	1 business hour	Infoblox and Customer will commit resources during normal business hours to resolve issue or obtain Workaround.	Fix included in future Release.
3	Moderate to negligible impact. No impact to business.	8 business hours	Infoblox and Customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	Schedule for future Release if necessary.
4	Request for information, documentation issues, and enhancement requests.	1 business day	Request-dependent.	Request-dependent.