

Infoblox Professional Services

Universal DDI Migration Package: Large
Terms and Conditions

GENERAL: These Additional Terms and Conditions supplement (“**Additional Terms**”) and are incorporated into the Professional Services Addendum set forth at <https://www.infoblox.com/company/legal/infoblox-professional-services-addendum> (the “**PS Addendum**”) with respect to the “Universal DDI Migration Package” Service. In the event of a conflict between the Professional Services Addendum and these Additional Terms, these Additional Terms shall control only with respect to the Service described below. Any terms not defined in the Additional Terms will have the meaning set forth in the Professional Services Addendum or the Master Purchasing Agreement set forth at <https://www.infoblox.com/company/legal/master-purchasing-agreement>.

1 Definitions

- a. “Covered Products” means Customer’s installed base of Infoblox DDI family of products (including products for DNS, DHCP, and IPAM), as purchased by Customer. The Services in this document are sold separately and are provided by separate Professional Services resources.
- b. “Customer” means the Product user purchasing the Services. If Customer is a service provider purchasing the Services in support of an end customer, then “Customer” refers only to the service provider business unit personnel providing services to the specific end customer associated with the underlying Services.

2 Description of Services

2.1 Project Logistics

Infoblox will perform the Services outlined in the “Project Scope” section below on a fixed price basis.

Work Hours and Location:

As defined in these Terms and Conditions, the standard workday consists of 8 work hours. Infoblox personnel will carry out their tasks remotely.

Customer Responsibilities and Change Orders:

The Customer is responsible for promptly fulfilling the responsibilities outlined in these Terms and Conditions. Infoblox will not be held accountable for any delays resulting from the Customer's failure to provide timely access, facilities, cooperation, or necessary information as requested. Any Customer delays, modifications to the approach or Services described in these Terms and Conditions, including the division of migration evolution(s), will necessitate a Change Order. Such changes could potentially incur additional time, travel, and Services fees for the Customer.

2.2 Project Scope

The following Services will be performed as part of these Terms and Conditions:

Task #	Description	Acceptance Criteria
1	DNS / DHCP Migration Assistance Assist Customer to: <ul style="list-style-type: none">• Migrate from up to three (3) sources, which may include Microsoft DNS Forests, NIOS DNS Views, or ISC DNS.• Migrate from up to twenty-five (25) Microsoft/ISC/NIOS DHCP sources.• Configuration of up to one (1) third party IPAM or DNS provider for visibility.• Basic IPAM Assistance - Infoblox will assist Customer with formatting two CSV's that can	Completion of this task's activities

Task #	Description	Acceptance Criteria
	<p>be imported into the platform. Up to two (2) hours will be allocated for this effort.</p> <ul style="list-style-type: none"> Customers currently utilizing Threat Defense Cloud or Threat Defense Advanced will have up to thirty (30) new UDDI DFP hosts integrated into their existing security policies. <p>This task includes migrating and validating DNS & DHCP data from the current Microsoft/NIOS systems to the new UDDI platform and testing the integrity of the migrated DDI data. Infoblox will provide a sample test plan to Customer, as per Infoblox standard format. Customer will update the test plan based on this sample test plan and will perform all testing activities.</p>	
2	<p>Production Maintenance Event Assistance Assist Customer with up to three (3) migration events as part of a jointly defined task list. Each migration event will be limited to one (1) business day. Includes:</p> <ul style="list-style-type: none"> Initial Data Load (Test migration of DNS and DHCP Data) Final Data Load (Final migration of DNS and DHCP Data) 	<p>Note: Final Data load is the dataset approved by the Customer.</p> <p>Completion of the migration event</p>
3	<p>Customer Testing Activities</p> <ul style="list-style-type: none"> Customer will perform all testing activities during the maintenance event and report to Infoblox identified issues with assigned priority. Infoblox will review the shared issues list, work with the Customer to prioritize them, and adjust as needed. Infoblox will then assist Customer to resolve the jointly agreed upon critical and high priority issues. 	<p>Infoblox critical and high priority Infoblox related issues stemming from Customer testing have been resolved by Infoblox.</p>
4	<p>Post Migration Assistance</p> <ul style="list-style-type: none"> Assist Customer with post migration assistance activities, addressing Infoblox related issues, up to four (4) hours. Post maintenance event assistance activities will be available to Customer for up to one (1) business day following the migration event for a duration of four (4) hours. 	<p>The earlier of the following:</p> <ol style="list-style-type: none"> Completion of the four (4) post migration event hours Customer written confirmation that there are no critical or high priority Infoblox related issues.
5	<p>Documentation Infoblox will compose a configuration document outlining performed migration activities as per Infoblox standard format.</p>	<p>This document will be deemed accepted upon delivery.</p>

Assumptions

- The migration will be performed for up to **100,000** IP addresses.
- Customer pre-testing activities after **initial** data import will not exceed two (2) contiguous business days. (Refer to task 3)

3. The Infoblox Professional Services team may attend up to three (3) remote prep meetings prior to the migration activities.

2.2.1 A La Carte/Optional Add-on Packages if Purchased by the Customer

Description	Acceptance Criteria
Additional Data Source (see Task 1 under project scope where the data sources are defined)	See UDDI Package Add-Ons Addendum https://www.infoblox.com/wp-content/uploads/uddi-migration-package-add-ons-addendum.pdf
Additional Migration Event	

2.3 Out of Scope Activities

These Terms and Conditions do not allocate time for training, formal courses, educational materials, or certification. However, during the collaboration between Infoblox Professional Services and the Customer on project tasks, Infoblox expects to provide valuable knowledge transfer. This will involve informal opportunities to instruct Customer personnel on relevant Infoblox product functions within the areas identified in these Terms and Conditions.

Any task not outlined in Section 2.2 is out of scope.

3 Roles and Responsibilities

3.1 Infoblox Project Management and Communication Responsibilities:

The Infoblox Project Manager will serve as the primary point of contact for all project-related matters and maintain constant communication with the Customer Project Manager/Lead throughout the project's duration. The following assistance will be provided to ensure effective project management:

- a) **Project Initiation:**
 - Facilitate a Project kick-off call to:
 - Review the project objectives.
 - Identify project timelines.
 - Gather contact information for key project personnel.
 - Establish next steps.
 - Provide a summary of the kick-off call via email to the Customer.
- b) **Project Plan Development:**
 - Collaborate with the Customer Project Manager in developing the Project Plan.
 - Assist the Customer Project Manager in identifying the project timeline, tasks, and key dates.
- c) **Project Status Reporting:**
 - Provide regular project status at a mutually agreed-upon interval.
 - Coordinate project touch points with the Customer Project Manager/Lead.
 - Maintain effective communication with the Infoblox and Customer technical teams to ensure up-to-date information.
- d) **Issue/Risk Management:**
 - Identify any potential project timeline or issue risks.
 - Communicate with the Customer Project Manager/Lead regarding identified risks.
 - Escalate issues within Infoblox as necessary to facilitate timely resolution.
- e) **Project Closeout:**
 - Review the project activities as per the agreed-upon scope.
 - Conduct wrap-up activities to perform project closure.
 - Define possible next steps for additional assistance as part of a new engagement.

3.2 Infoblox Project Team Responsibilities

3.2.1 General

- Provide a designated point of contact for the Customer project team.
- Assign qualified resources to perform the scoped activities.
- Respond to Customer requests within two (2) business days from the request date.

3.3 Customer Project Team Responsibilities

3.3.1 General

- Provide resource(s) to collaborate with Infoblox on the scoped activities.
- Designate a point of contact (Customer Project Manager / Lead) for the Infoblox project team.
- Establish an Infoblox Support account and verify login credentials.
- The Customer is responsible for all networking and/or security architecture and configurations of Infoblox and non-Infoblox products.
- Customer to provide Infoblox compatible and supported infrastructure that meets Infoblox deployment requirements as outlined in docs.infoblox.com.
- Customer to provide resources who are knowledgeable about physical, hybrid, and cloud networking and in network security best practices, solutions, and architecture.
- Respond to Infoblox requests within two (2) business days from the request date.
- Share timeline for any freezes, on-hold period, etc. with the Infoblox team as part of the first week of the engagement.
- The Customer is responsible for providing all necessary access, information, and cooperation to facilitate the implementation and configuration of the products in scope. Active participation and timely response to Infoblox inquiries and requests are crucial to the project execution.
- The Customer will actively collaborate, provide necessary information, and coordinate with Infoblox to ensure the implementation of services configuration and enablement. Adherence to the guidance and timelines provided by Infoblox is crucial for the timely and effective completion of tasks.

3.3.2 Data Preparation

- Gather data from the legacy environment as per Infoblox instructions.
- Address data conversion requirements.
- Prepare pre-production data for migration.
- Collaborate with Infoblox for timely review of migration data issues and facilitate lab testing.

3.3.3 Migration Activities

- Create all change control requests for the migration event.

4 General Assumptions

- a) The Customer has purchased a Universal DDI Quickstart engagement, and the implementation of this Quickstart has been completed prior to the start of this engagement.
- b) Infoblox highly recommends that the Customer team takes Infoblox training prior to the start of the engagement.
- c) Customer and Infoblox will work together to prioritize all work/tasks included in this SOW.
- d) Services that are not explicitly specified to be provided under this SOW are out of scope.
- e) If multiple DHCP migration events are to be performed, customer shall provide the distinct list of networks (in proper CIDR notation) for each DHCP migration event, using an agreed to lead time.
- f) Customer to perform all testing activities. Infoblox will assist with issue resolution activities as part of a jointly agreed upon and prioritized list.
- g) Customer to be responsible for composing all test scripts and scenarios.
- h) Infoblox cannot provide guidance on non-Infoblox products or solutions. Infoblox will not be able to provide guidance or training to the Customer team regarding networking and/or security concepts or best practices.
- i) Scheduling Policy:
 - The Customer must provide ten (10) business days' prior notice to cancel or reschedule Service dates that have been previously scheduled.
 - If the Customer cancels or reschedules scheduled Service days with less than ten (10) business days' notice, they may incur additional consulting time and travel expenses.
 - Should the Customer ask for this project to be put on hold and need to resume project activities after a certain period of time, Customer must notify Infoblox, in writing, no less than ten (10) business days prior to the requested work restart date. Infoblox shall make commercially reasonable efforts to accommodate the customer requested restart date, subject to resource availability and other business considerations, and will notify the Customer, in writing, of the earliest date in which Infoblox resources can be available to resume work on the project. Infoblox cannot guarantee the same resource will be reassigned to the project.
- j) Working Hours:
 - Work will be performed during normal business hours (8AM - 5PM, Monday through Friday, Customer local time, excluding Infoblox and Customer recognized holidays).
 - Any work to be performed outside of normal business hours must receive written authorization from the Customer.
- k) Infoblox will have the sole discretion to not start working on a milestone (apart from the first milestone) unless all previous milestones have been accepted by the Customer.
- l) Communications
 - Response time: Infoblox will make commercially reasonable efforts to respond to Customer emails within 48 business hours.
 - Migration windows: Customer will notify Infoblox in writing at least five (5) business days prior to the requested migration cutover date.

5 Term and Termination

These Terms and Conditions will expire within nine (9) calendar months from the Purchase Order Date (the "Term").

Even if some of the Services under these Terms and Conditions have been delivered, if there is a two (2) calendar-month period during the Term in which no Services under these Terms and Conditions are delivered, these Terms and Conditions will terminate and Infoblox shall have no further obligations with respect to these Terms and Conditions. Infoblox will charge the Customer for all delivered and in-flight Deliverables.

6 Payment Terms

6.1 Fees

The project's fees and payment terms are specified in the quote provided to the Customer (where Customer purchased the Services directly from Infoblox), or the quote provided by the Reseller / Distributor to Customer (where Customer purchased the Services from the Reseller / Distributor).

#	Milestones	Invoice Amount
1	Receipt of PO	100% of purchase order amount

In the case where the Customer purchased Services from a Reseller or Distributor, Infoblox acknowledges that the Customer has made payment or will make payment to the Reseller or Distributor in advance, as per the agreement between Customer and Reseller or Distributor, as applicable. Infoblox will invoice the Reseller or Distributor (as applicable), in advance according to the agreement between Infoblox and the Reseller or Distributor, as applicable, based on the Fees table above.

If Customer purchased the Services directly from Infoblox, Infoblox will invoice the Customer for the Services based on the Fees table above.

Payment Schedule:

Payments shall be made within thirty (30) business days after receipt of invoice.

Refund and Credit:

Except in the event of termination for Infoblox's material breach, fees are not subject to refund or credit.

Change Order Process:

Any request for services outside the scope of these Terms and Conditions will be documented in a Change Order executed by both parties. The Reseller and Infoblox will agree upon changes in services or costs before executing additional work beyond the defined scope of these Terms and Conditions.

7 Change Management Process

7.1 Scope and Change Orders

If either party wishes to make changes to these Terms and Conditions, including but not limited to modifying the scope of work, assumptions, dependencies, or fees, such changes will only be effective upon mutual approval and execution of a "Change Order" describing the specific scope changes, possible changes to project timeline, and possible changes to project cost.

Infoblox will have no obligation to provide Services pursuant to a Change Order unless all Parties on these Terms and Conditions have executed and signed a Change Order. This ensures that any modifications to these Terms and Conditions are documented and agreed upon by both parties, providing clarity and formalizing the changes to be implemented.

Any requests for services outside the scope of these Terms and Conditions will be documented in a Change Order agreed upon by both parties. A Change Order must be executed before performing such services or incurring costs beyond the scope of these Terms and Conditions.



Infoblox unites networking and security to deliver unmatched performance and protection. Trusted by Fortune 100 companies and emerging innovators, we provide real-P visibility and control over who and what connects to your network, so your organization runs faster and stops threats earlier.

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