

# Infoblox Professional Services

Universal DDI Migration Package: Small

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.

**Note:** Any Infoblox related configurations or data issues that are discovered during the engagement that were not provided by the Customer to Infoblox in writing during the scoping process may require additional scope and additional cost to the Customer. If this happens during the engagement, Infoblox and the Customer will process a project Change Order.

| Task # | Description   | Acceptance Criteria                        |
|--------|---|--|
| 1      | <p><b>Universal DDI Deployment</b><br/>           Infoblox will assist the Customer with configuring the Infoblox Universal DDI (UDDI) platform based on the mutually agreed-upon architecture design finalized prior to project kickoff.</p> <p><b>Activities include:</b></p> <ol style="list-style-type: none"> <li>1. Conduct a kickoff meeting to review the architecture design.</li> <li>2. Deploy up to ten (10) combined NIOS-X servers and/or NIOS-X as a Service instance.<br/> <i>(Note: NIOS-X as a Service is currently not available within the UDDI Federal Instance.)</i></li> <li>3. Connect up to one (1) NIOS Grids to Universal DDI for Management.</li> </ol> | Completion of the activities in this task. |
| 2      | <p><b>Admin Objects Configuration Assistance</b><br/>           Infoblox will assist the Customer with the following tasks:</p> <ol style="list-style-type: none"> <li>1. Create up to ten (10) combined Administrative and Permission Objects within the Universal DDI environment.</li> <li>2. Define up to ten (10) user accounts.</li> <li>3. Define permissions associated with these user accounts.</li> </ol> <p><b>Assumptions</b></p> <ol style="list-style-type: none"> <li>1. An Admin Object is defined as either: A user account, or a permission.</li> </ol>  | Completion of the activities in this task. |
| 3      | <p><b>DNS / DHCP Migration Assistance</b><br/>           Infoblox will assist with migrating DNS and DHCP data from the Customer's existing Microsoft/NIOS systems to the new Infoblox Universal DDI platform.</p> <ol style="list-style-type: none"> <li>1. Migrate from one (1) source, which may include a single Microsoft DNS Forest or a single NIOS DNS view.</li> <li>2. Migrate from up to ten (10) Microsoft/NIOS DHCP sources.</li> </ol>  | Completion of the activities in this task. |

| Task # | Description   | Acceptance Criteria  |
|--------|---|--|
|        | <p>3. Customers currently utilizing Threat Defense Cloud or Threat Defense Advanced will have up to ten (10) new UDDI DFP hosts integrated into their existing security policies.</p> <p><b>Assumptions</b></p> <ol style="list-style-type: none"> <li>1. Infoblox will validate and perform integrity testing on the migrated DNS and DHCP data.</li> <li>2. Customer will perform all test activities.</li> </ol>   |  |
| 4      | <p><b>Production Maintenance Event Assistance</b><br/> Infoblox will assist the Customer with up to one (1) migration event as part of a jointly defined task list. The Maintenance Event will be limited to one (1) business day.</p> <p>Infoblox will assist the Customer with the following activities:</p> <ol style="list-style-type: none"> <li>1. Initial Data Load of DNS and DHCP data (Test migration)</li> <li>2. Final Data Load of DNS and DHCP data (Final migration)</li> </ol> <p><b>Assumptions</b></p> <ol style="list-style-type: none"> <li>1. The final Data Load is the dataset approved by the Customer prior to the Maintenance Event.</li> </ol> | Completion of the migration event.   |
| 5      | <p><b>Customer Testing</b><br/> The Customer will perform all testing activities during the Maintenance Event, with Infoblox assisting Customer with Infoblox related issue resolution activities.</p> <p><b>Assumptions</b></p> <ol style="list-style-type: none"> <li>1. Customer to report to Infoblox identified issues with assigned priority during testing.</li> <li>2. Infoblox will review the 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.</li> </ol>   | Infoblox critical and high priority Infoblox related issues stemming from Customer testing have been resolved by Infoblox.   |
| 6      | <p><b>Post Migration Event Assistance</b><br/> Post Migration Event assistance will be provided to assist the Customer with Infoblox-related issues resolution following the Migration Event.</p> <p><b>Assumptions</b></p> <ol style="list-style-type: none"> <li>1. Assistance will be limited to up to two (2) hours of post Migration issue resolution assistance, available for up to one (1) business day following the Migration Event.</li> </ol>   | <p>The earlier of the following:</p> <ol style="list-style-type: none"> <li>1. Completion of the two (2) hours of post Migration Event assistance.</li> <li>2. Customer written confirmation that there are no critical or high-priority Infoblox-related issues.</li> </ol> |

### 2.2.1 Additional Assumptions

- The migration will be performed for up to **15,100** IP addresses.
- Customer pre-testing activities after **initial** data import will not exceed two (2) contiguous business days. (Refer to task 5)
- The Infoblox Professional Services team may attend up to one (1) remote prep meeting prior to the migration activities.
- The project will include a maximum of four (4) hours dedicated to status and guidance meetings. If any additional hours are needed for status or guidance meetings, a Change Order will be required. For the avoidance of doubt, project implementation and configuration meetings are not included in this assumption.

### 2.3 Out of Scope Activities

Any activities or tasks not included in Section 2.2 are considered 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) Infoblox highly recommends that the Customer team takes Infoblox training prior to the start of the engagement.
- b) Services that are not explicitly specified to be provided under this SOW are out of scope.
- c) Customer to perform all testing activities. Infoblox will assist with issue resolution activities as part of a jointly agreed upon and prioritized list.
- d) Customer to be responsible for composing all test scripts and scenarios.
- e) 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.

- f) 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.
- g) 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.
- h) 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.
- i) 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 six (6) 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-time visibility and control over who and what connects to your network, so your organization runs faster and stops threats earlier.

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