

Infoblox Professional Services

Advisory Services - Advise Package

Terms and Conditions

GENERAL: These Additional Terms and Conditions supplement 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 “Advisory Services” 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.

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.
- c. “Effective Date” means the date in which the Distributor Purchase Order has been fully processed (booked) at Infoblox.

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.

Location:

Infoblox personnel will carry out their tasks remotely.

2.2 Project Scope

The following Services will be performed.

Infoblox shall assist Customer with the tasks below, up to two (2) consulting hours per week, starting on the Effective Date, and expiring on the Term defined in this SOW, or upon utilization forty (40) consulting hours, whichever is earlier.

1. Provide guidance to Customer questions regarding Customer purchased Infoblox platforms and solutions.
2. Advise Customer on Infoblox best practices.
3. Provide guidance to Customer on migration activities from Customer existing DNS, DHCP, and IP Address Management solutions to Infoblox.
4. Provide high level review of Customer Infoblox implementation and provide recommendations on alignment with best practices.
5. Conduct research on Customer questions.

Assumptions

1. Infoblox and Customer to jointly define the day and time for weekly scheduled calls between Customer team and Infoblox Professional Services consultant (up to two hours per week).
2. Customer to share a list of questions with the Infoblox consultant at least one (1) Infoblox business day prior to the day and time of each weekly call.
3. Customer may request to cancel or reschedule the weekly calls in writing to Infoblox, no later than forty-eight (48) hours prior to the start of the scheduled call. If Customer notifies Infoblox less than forty-eight (48) hours prior to the call, the meeting hours shall be considered as utilized and will be reduced from the allotted number of consulting hours in this SOW.
4. If Customer requests assistance beyond the scheduled weekly calls, Infoblox shall make commercially reasonable efforts to respond to Customer questions (via email) within two (2) Infoblox business days. Hours spent by Infoblox responding to questions will be utilized based on the available number of consulting hours.
5. If Customer requests assistance outside of the weekly scheduled calls, Infoblox shall make commercially reasonable efforts to respond to the Customer prior to the next scheduled call.
6. If Customer requests assistance of more than two (2) hours per week, and Infoblox can accommodate this request, any utilized hours shall be reduced from the allotted number of consulting hours in this SOW.

2.3 Out of Scope Activities

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

3 Customer Roles and Responsibilities

- Establish an Infoblox Support account and verify login credentials.
- Respond to Infoblox requests within two (2) Infoblox business days from the request date.
- 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 will necessitate a Change Order. Such changes could potentially incur additional time, travel, and Services fees for the Customer.

4 General Assumptions

- a) Services that are not explicitly specified to be provided under these Terms and Conditions are out of scope.
- b) **Documentation:**
 - Unless explicitly specified, no formal documentation will be provided for this project.
 - Infoblox product and technical documentation can be accessed at: <https://docs.infoblox.com>.
- c) **Working Hours:**
 - Work will be performed during normal business hours (8AM - 5PM, Monday through Friday, Customer local time, excluding Infoblox and Customer recognized holidays).

5 Term and Termination

These Terms and Conditions will expire within six (6) months from the Effective Date (the "Term").

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).

#	Milestone	Invoice Amount
1	Upon 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 to 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.

Corporate Headquarters
2390 Mission College Blvd, Ste. 501
Santa Clara, CA 95054

+1.408.986.4000
www.infoblox.com