



BLOXONE™ SERVICES SUPPLEMENTAL TERMS AND CONDITIONS

April 2023

This Cloud Services Addendum to the Master Purchasing Agreement (together, the “**Agreement**”) sets forth the additional terms and conditions for Customer’s use of Cloud Services. If Customer does not accept the terms of the Addendum, it must not use Infoblox Cloud Services and shall delete or return any access keys or credentials, as applicable, to Infoblox or the applicable Authorized Reseller. Capitalized terms shall have the meaning ascribed to them in Section 12 or elsewhere in the Agreement.

1. USE OF CLOUD SERVICES

(a) **Account Management; Access.** To access or use Infoblox’s Cloud Services Platform web portal or any related applications, content, technology or information made available through the portal (“**CSP**”), Customer must have a valid account. Customer will be prompted by CSP or contacted by email to either create an account or to login using Customer’s account credentials for CSP. After placing an Order for Cloud Services, Customer will be notified via email at the email address provided in or with the Order of the Cloud Service purchased. Customer is responsible for ensuring Customer’s email and other account information remain current, for carefully storing and safeguarding Customer’s account access credentials, and for ensuring Authorized Users do not circumvent security or authorization protocols to access Customer’s account or otherwise gain access to CSP other than through means permitted by Infoblox.

(b) **Use Rights.** Subject to the terms of the Agreement, Customer is hereby granted a non-exclusive, non-transferable, non-sublicensable, time-limited, and revocable right to access and use Cloud Services, including data made available through Cloud Services (“**Licensed Data**”) for which Infoblox issues Customer an access code, and to permit Authorized Users and third parties to access and use the same, for Customer’s internal business purposes as an end-user to protect Customer’s own networks or as otherwise authorized in the Agreement. Certain Products may be bundled with subscriptions to specified Licensed Data, in which case Customer may only use such Licensed Data with the Product with which it is provided. If Customer wishes to use such Licensed Data with other Products or third-party products, Customer must purchase a separate license for such use. Additionally, certain software designated by Infoblox may be made available through CSP for the purposes of accessing and using Cloud Services. Any such software is licensed for download, installation, and use by Customer or Authorized Users in object code and other formats only and only to the extent necessary to access and use Cloud Services in accordance with the Agreement, the applicable Documentation, or any applicable additional terms published by Infoblox for the Cloud Service. In the event Infoblox updates the functionality or user interface of Cloud Services, adds new features, changes the access configuration, or updates related software, the use rights and restrictions provided herein shall also apply to such updates, additions, or changes, as applicable. Access and use of Cloud Services is subject to any license, capacity, or processing limitations or restrictions set forth in the applicable Order, Documentation, and/or additional terms for the relevant Cloud Service.

(c) **Responsibility for Authorized Users.** Customer is responsible for all activities that occur under its account and any use of Cloud Services by Authorized Users. Customer shall ensure that all Authorized Users comply with the terms and conditions of the Agreement, and shall be liable for any damages, liabilities, or other consequences arising from Authorized User’s use of Cloud Services. If Customer becomes aware of any violation of the Agreement by an Authorized User or any other unauthorized use, data access, or other security breach, Customer shall immediately (i) terminate the relevant Authorized User’s access to CSP and/or Cloud Services and (ii) promptly notify Infoblox in writing.

2. THIRD-PARTY SERVICES AND OUTSIDE LICENSES

Cloud Services and Licensed Data may be provided by Infoblox or a third-party provider, as identified in the Documentation. In some cases, third-party service providers may permit Customer to make use of “bring your own licenses” or subscription access codes that Customer has separately obtained outside of CSP (“**Outside Licenses**”). Outside Licenses are subject to any additional restrictions and limitations imposed by the licensor from whom

Customer obtained the Outside License and Customer is responsible for ensuring compliance with the same. In order to make use of an Outside License through CSP, there must be a corresponding CSP listing for the same Cloud Service which is enabled to accept activation by an Outside License. Not all Outside Licenses may be used to obtain Cloud Services through CSP. Infoblox authorizes use of Outside Licenses in its sole discretion and reserves the right to deny use of Outside Licenses through CSP at any time. Infoblox makes no representations or warranties regarding and is not liable for Cloud Services or Licensed Data from third parties or for Outside Licenses and is not obligated to provide support for such third-party Services, whether or not purchased through CSP. If Customer incurs fees for use beyond the scope or term of an Outside License, Customer agrees to be solely responsible for payment of such fees and to fully indemnify and hold Infoblox harmless against any third-party claims for fees relating to Outside Licenses used by Customer through CSP.

3. RESTRICTIONS ON CLOUD SERVICES

Customer shall have no right to, and shall not, directly or indirectly: (i) disclose, distribute, market, rent, lease, assign, sublicense, pledge, or otherwise transfer any portion of Cloud Services, in whole or in part, to any third party, or allow the same to be accessed or used by or on behalf of any third party except as permitted herein; (ii) attempt to bypass any measures Infoblox or its licensors may use to prevent access to Cloud Services, or otherwise interfere with Cloud Services, compromise the system integrity or security of Cloud Services, or decipher any transmissions to or from the servers running Cloud Services; (iii) knowingly upload invalid data, viruses, worms, or other software agents through Cloud Services; (iv) modify, alter or create any derivative work based upon Cloud Services; (v) reverse engineer, decompile, disassemble, or otherwise seek to discover any underlying source code or algorithms of Cloud Services, except to the limited extent that applicable law expressly prohibits reverse engineering restrictions; (vi) use Cloud Services for any unlawful, unauthorized, fraudulent, or malicious purpose; (vii) use Cloud Services for purposes of competing with Infoblox, including for competitive analysis, benchmarking or marketing; (viii) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in Cloud Services; or (ix) use Cloud Services except in accordance with the Agreement, any applicable additional terms, and the Documentation published by Infoblox, or the relevant third-party service provider, as applicable.

4. CHANGES TO CLOUD SERVICES

Infoblox provides Cloud Services in a multi-user environment and must therefore reserve the right to modify or discontinue Cloud Services. Infoblox may modify a Cloud Service at any time without materially degrading its functionality or security features. For current subscriptions, Infoblox may degrade the functionality of a Cloud Service or discontinue a Cloud Service only if changes are necessitated by (i) applicable law, (ii) changes imposed on Infoblox by its third-party hosting providers or subprocessors; (iii) termination of Infoblox's relationship with a third-party provider of software or services integral to our provision of the Cloud Service; or (iv) lack of customer acceptance or adoption. For the avoidance of doubt, Infoblox does not maintain prior versions of Cloud Services.

5. CLOUD SUBSCRIPTION TERM AND RENEWAL

(a) **Term.** The term of each Cloud Service purchased from Infoblox will commence on the date that Infoblox sends Customer an email notification of access for the applicable Cloud Service or otherwise provides Customer access to the Cloud Service and will continue through the end date stated in the notification from Infoblox (the "**Subscription Term**"), which will correspond to the duration indicated in the Order. The term length of an Outside License will be that separately purchased by Customer for the Outside License; Infoblox will not provide notice of expiring Outside License terms and will not be responsible for termination or deactivation of third-party services at the end of an Outside License term. Accessing an Outside License through Cloud Services will not affect the Subscription Term or scope originally purchased for Cloud Services.

(b) **Renewal.** Unless otherwise provided in the applicable Service Documentation or additional terms for a Cloud Service, the Subscription Term will not automatically renew. Infoblox will provide notice prior to the end of the

Subscription Term. If Customer does not place a renewal Order to extend its subscription, upon expiration of the Subscription Term, Customer's right to access the Cloud Service will terminate and Customer shall cease all use of the Cloud Service, including any Licensed Data. Infoblox may change or increase fees or the pricing structure for Cloud Services at the time of renewal by providing at least sixty (60) days' prior written notice of such change.

6. SERVICE AVAILABILITY

During the Term, Infoblox will use commercially reasonable efforts to make the Cloud Services Portal operational and available to Customer in accordance with Service Level Agreement set forth in Exhibit A.

7. USE OF CUSTOMER CONTENT

In connection with Customer's use of Cloud Services, Customer may submit Customer Data, including but not limited to registration information, search queries, data uploads or other content (collectively, "Content"). In order for Infoblox to provide Cloud Services for Customer's use, Customer grants Infoblox a worldwide, royalty-free license to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, and archive the Customer Data. Infoblox may use third-party hosting services and third-party subprocessors to provide Cloud Services and may permit such third-party providers to exercise the rights licensed herein as necessary to provide services to Infoblox. Customer Data that does not identify Customer's organization or contain personally identifiable information is Anonymized Data under the Agreement. Nothing herein is intended to limit Infoblox's right to collect and use data relating to the use and performance of the Cloud Services and related technologies as further described in Infoblox's publicly available Privacy Policy, as updated from time-to-time and currently posted at <https://www.infoblox.com/company/legal/privacy-policy/#info>. In the event of any conflict between this Agreement and the Privacy Policy, this Agreement will control.

8. CUSTOMER RESPONSIBILITIES

Subscription fees for Cloud Services do not include any equipment or software (other than as required to access or utilize the Service, or any ancillary third-party services needed by Customer to connect to or access the Service (such as an internet access connection), all of which shall be Customer's sole responsibility. Customer shall provide Infoblox technical data and other information that Infoblox reasonably requests in order to enable Infoblox to provide Customer with access to Cloud Services. Customer is responsible for (i) properly configuring Cloud Services in accordance with the Documentation (ii) ensuring Authorized Users' compliance with this Agreement, (iii) using commercially reasonable efforts to prevent unauthorized access to or use of Services; (iv) using Cloud Services solely for lawful purposes and in compliance with all applicable laws and regulations; and (v) using Cloud Services in strict accordance with Infoblox's Acceptable Use Policy located at <https://www.infoblox.com/company/legal/csp-acceptable-use-policy/>.

9. CONFIDENTIALITY

For clarity, Customer Data is Confidential Information of Customer. Infoblox will not use or disclose Confidential Information except as permitted by the Agreement. For clarity, all End User Data, Licensed Data, Usage Data, Anonymized Data, software, and other non-public information included in Cloud Services is considered Confidential Information of Infoblox and its licensors.

10. SECURITY

Infoblox has implemented commercially reasonable, industry-standard technical and organizational measures designed to secure Content from accidental loss and from unauthorized access, use, alteration or disclosure. Infoblox's third-party hosting providers and subprocessors are also required to implement and maintain a formal security program that is designed to provide at least the same level of protection as Infoblox's own technical and organizational measures.

11. THIRD PARTY CLAIMS

Customer shall defend, indemnify, and hold Infoblox and its licensors and their officers, directors, agents and employees harmless from and against any and all claims and allegations relating to Customer's failure to comply with Outside License terms, breach of this Addendum, or violation of Infoblox Acceptable Use Policy, or violation of any law.

12. DATA AND TRANSFER

In addition to terms and conditions set forth in the Agreement and the DPA, Customer represents and warrants that in connection with its use of Cloud Services, Customer and Authorized Users will not upload to CSP any (a) protected health information (as that term is used in the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time), (b) nonpublic personal information (as that term is used in the Gramm-Leach-Bliley Act, also known as the Financial Services Modernization Act of 1999), (c) payment card data (as regulated by the Payment Card Industry Security Standards Council), or (d) sensitive personal information or sensitive personal data (as such terms are used in state breach notification laws, European Union privacy directives, or other similar legislation). Infoblox reserves the right to manage bandwidth or route traffic across the Internet in a commercially optimal way.

13. DEFINITIONS

(a) **"Authorized Users"** means individuals who have access credentials to Customer's CSP account, including individuals of third parties to whom Customer has facilitated or permitted access to its CSP account, or who are otherwise authorized or permitted by Customer to access or use its CSP account or Cloud Services subscription.

Exhibit A

Service Availability and Service Credits

1. Service Availability. During the Term, Infoblox will use commercially reasonable efforts to make the Cloud Services Portal operational and available to Customer at least 99.9% of the time in any calendar month (the “**Service Availability**”). Operational and available refers to CSP login and configuration changes to BloxOne services. If the Monthly Uptime Percentage does not meet the Service Level Availability in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive a credit as follows:

<i>Uptime</i>	<i>Days Credited</i>
> = 99.9%	0
< 99.9% - ≥ 98.0%	3
< 98.0% - ≥ 95.0%	7
< 95.0%	15

2. Customer Must Request Service Credit. To receive Service Credit, Customer must (i) be current on fees due for the service, and (ii) request a Service Credit via a support ticket submitted to Infoblox Support within 30 business days after the outage giving rise to the Service Credit. Requests for Service Credits must include a description of the outage with dates and times of unavailability. For each request submitted by Customer, Infoblox will research the incident(s) to determine if the availability was not met in accordance with the requirements above. Failure by Customer to comply with these requirements will result in forfeiture of Customer’s right to receive a Service Credit for the incident. In no instance will the Service Credits exceed 10% of the quarterly fees paid for Service.

3. Exclusions. The Service Level Availability does not apply to Service unavailability due to (a) Maintenance Downtime, defined as routine maintenance that occurs outside of normal working hours (Pacific Time) and continues for no more than four hours in any one instance; (b) periods of unavailability or internet carriers, or errors (i) caused by factors outside of Infoblox’s reasonable control, including any Force Majeure event, denial-of-service attack or Internet access or related problems beyond the demarcation point of the Service; (ii) that resulted from any actions or inactions of Customer or any third-party; and (iii) that resulted from Customer’s equipment, software or other technology and/or third party equipment, software or other technology (other than third-party equipment within Infoblox’s direct control. Infoblox reserves the right to fully investigate any claim of unavailability and Service Credit request prior to issuing a Service Credit in accordance with this Exhibit A.

4. Definitions.

“**Downtime**” means if Customer is unable to access the Service by means of a web browser and/or API as a result of failure(s) in the Service, as confirmed by Infoblox.

“**Maintenance Downtime**” means routine maintenance that occurs outside of normal working hours (Pacific Time) and continues for no more than four hours in any one instance, so long as Infoblox provides Customer at least 48 hours prior written notice (including by email) to Customer’s main technical contact on file with Infoblox.

“**Monthly Uptime Percentage**” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“Service Credit” means the number of days by which Infoblox will credit Customer, according to the table above. Service Credits shall be Customer’s sole and exclusive remedy for Service availability failures.