Product Evaluation Agreement

This Product Evaluation Agreement (this "**Agreement**") is by and between Infoblox Inc., a Delaware corporation with its principal place of business at 2390 Mission College Blvd, Suite 501, Santa Clara, CA 95054 USA ("**Infoblox**") and the entity requesting evaluation Products ("**Customer**") and is entered into as of the date accepted by Customer (the "**Effective Date**"). Infoblox and Customer are individually a "**Party**" and, collectively, the "**Parties.**"

1. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions for any Infoblox products offered for evaluation purposes, including but not limited to, Infoblox server appliances, other hardware, virtual appliances, online tools, software (licensed in accordance with the term in the applicable Purchase Order), cloud or software as a service (SaaS), other downloadable assets and data subscription services (collectively, "**Products**"), on a temporary loan basis to customers, partners, prospective customers, or any other customer authorized third party subject to Infoblox's acceptance of such entity's application.

2. EVALUATION. Customer may use the Products provided by Infoblox for evaluation purposes, in a non-production sandbox environment only, with the end-user license cap specified in the order (provided all end users are authorized by Customer and abide by the terms and conditions in this Agreement) and at Customer's own risk, for a period of up to sixty (60) days from the evaluation order book date ("**Book Date**") or issuance of license keys for Products, whichever is sooner (the "**Evaluation Period**"), after which time (i) Customer may purchase the Product(s) at Infoblox's then current list price. Cloud, SaaS and data subscription services will be automatically terminated upon expiration of the Evaluation Period.

a) Software Product(s) provided by Infoblox hereunder are only licensed to Customer for the term of the Evaluation Period for use in object code form only as incorporated in the Product with which it is supplied for the purposes of Customer's evaluation. Customer shall have no right to, and shall not, directly or indirectly: (a) transfer, sublicense, rent, lend, lease, or otherwise distribute the Products to any other person or entity, or use the Products on unauthorized equipment; (b) copy the Products; (c) reverse engineer, decompile, disassemble or otherwise seek to discover any underlying source code or algorithms of the Products, except to the limited extent that applicable law expressly prohibits reverse engineering restrictions, (d) modify, alter or create derivative works of the Products; (e) use the Products for purposes of competing with Infoblox, including for competitive analysis, benchmarking or marketing; (f) use the Products except in accordance with the documentation published by Infoblox ("Documentation"); or (g) use the Products after the Evaluation Period.

b) All right, title, property and interest in and to the Product(s), all copies, improvements, modifications and derivative works thereof, related documentation and materials, including ownership of all intellectual property rights therein and thereto, shall remain at all times with Infoblox and its licensors. Under no circumstances shall Customer sell, license, sublicense, distribute, assign, dispose of, encumber, or suffer a lien, or otherwise transfer to a third party the Product(s) without Infoblox's prior written consent. Customer shall be responsible for any damage to or loss of the Product(s), excluding ordinary wear and tear.

3. ASSISTANCE. Infoblox shall provide reasonable assistance to Customer with respect to the use of the Product(s) during the Evaluation Period. Customer shall return any Products in need of repair to Infoblox, at Customer's expense. Customer acknowledges that Products offered for evaluation do not include Premium or Elite Maintenance Services and Customer will not have access to the Infoblox support website or telephone support, unless separately agreed.

4. WARRANTY. The parties acknowledge that the loaned Products are provided "AS IS." In the event that Customer purchases Products, the provisions of the Master Purchasing Agreement will govern. Customer does not acquire title or any other property rights to the Product(s), except for the limited right of evaluation during the Evaluation Period. INFOBLOX, ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INFOBLOX HAS NOT AUTHORIZED ANY PARTY TO MAKE ANY REPRESENTATION, WARRANTY OR OBLIGATIONS ON BEHALF OF INFOBLOX. IN NO EVENT DOES INFOBLOX WARRANT THAT THE PRODUCTS ARE ERROR FREE OR WILL OPERATE WITHOUT PROBLEMS OR INTERRUPTIONS. PRODUCTS MAY BE NEW OR REFURBISHED.

5. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and shall terminate at the end of the Evaluation Period, unless earlier terminated as set forth herein. Infoblox may, at its option, terminate this Agreement immediately if Customer: (i) fails to comply with any terms and conditions of this Agreement or (ii) uses the Product(s) other than as authorized herein. As soon as practicable following any termination or expiration of this Agreement (and in no event more than ten (10) business days thereafter), Customer agrees to return to Infoblox the Product(s) and all related materials and Documentation, including without limitation, all Confidential Information of Infoblox, including any analyses, test results or other data created in connection with or while using the Product(s). In the event that Customer does not deliver (or place the Product with a common carrier for delivery) to Infoblox within ten (10) business days of the termination or expiration of this Agreement, and provided that Infoblox has not terminated this Agreement, Customer shall purchase the Product at Infoblox's then-current standard price for the Product. Sections 2-8 of this Agreement shall survive termination, or expiration of this Agreement.

6. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL INFOBLOX OR ITS SUPPLIERS OR LICENSORS BE LIABLE UNDER ANY CONTRACT, TORT, STATUTORY OR OTHER LEGAL OR EQUITABLE THEORY, INCLUDING NEGLIGENCE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST INCOME, REVENUE OR PROFITS, LOST OR DAMAGED DATA, SYSTEM DOWNTIME, OR OTHER COMMERCIAL OR ECONOMIC LOSS, ARISING FROM THE USE OF, OR INABILITY TO USE, CSP OR ANY SOFTWARE, SERVICES OR LICENSED DATA. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF INFOBLOX OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. INFOBLOX WILL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM SOFTWARE, SERVICES OR LICENSED DATA PROVIDED BY THIRD PARTIES, INCLUDING ANY ASSOCIATED BUGS, VIRUSES, TROJAN HORSES OR OTHER MALICIOUS CODE OR DEFECTS, WHETHER OR NOT ACCESSED THROUGH INFOBLOX'S CLOUD SERVICES PLATFORM ("**CSP**"). IN NO EVENT WILL INFOBLOX OR ITS LICENSORS' TOTAL LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF

LIABILITY EXCEED THE AMOUNTS RECEIVED BY INFOBLOX RELATING TO THE SERVICES GIVING RISE TO THE CAUSE OF ACTION OR, IN THE EVENT THAT INFOBLOX HAS MADE CSP AND THE SERVICES AVAILABLE TO CUSTOMER WITHOUT CHARGE, INFOBLOX'S AND ITS LICENSORS' TOTAL LIABILITY WILL BE LIMITED TO $100. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7. CONFIDENTIAL INFORMATION. Infoblox and Customer each agree to retain in confidence all information disclosed by a Party to the other Party pursuant to this Agreement which is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential (the "**Confidential Information**"). Notwithstanding this, Customer agrees that Infoblox may collect Customer Confidential Information, remove personal data from Customer Confidential Information through anonymization, and aggregate such Customer Confidential Information for Infoblox purposes. Customer acknowledges and agrees that the Product(s) and all information provided to Customer in accordance with this Agreement shall be Infoblox's Confidential Information without the need for any marking. Each Party agrees to: (a) strictly preserve and protect the confidentiality of the other Party's Confidential Information; and (b) refrain from using the other Party's Confidential Information except as contemplated herein. Notwithstanding the foregoing, Customer is solely responsible for removing any data stored on the Product(s) that Customer may consider confidential; Infoblox will not have any obligations or liability with respect to data remaining on Product(s) returned to Infoblox. In connection with Customer's use of the Products, Customer may submit registration information, search queries or upload data or other content (collectively, "Content"). In order for Infoblox to improve Products for all customers, Customer grants Infoblox a worldwide, perpetual, irrevocable, non-exclusive, fully-paid-up, royalty-free license to use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, and archive the Content. Infoblox may use third party hosting services and may permit such hosting providers to exercise the rights licensed herein as necessary. Provided Customer's organization is not identified and no personal data from Customer is disclosed, Infoblox may use and retain Content and other information relating to Customer's use of Products to improve, supplement or test Infoblox's Products, including the creation of analytics models and threat intelligence feeds provided as offerings to others, and may also use and share aggregated, anonymous information with Infoblox's affiliates and in published reports, analyses and promotional materials. Any individual contact information contained in Content will be treated as set forth in the Infoblox Privacy Policy available at https://www.infoblox.com/company/legal/privacy-policy. Customer further agrees that Infoblox shall have the right to freely use or act upon any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to Products. Except for the license grant for the Content provided above, which shall last for perpetuity, the provisions of this Section 7 shall survive the termination or expiration of this Agreement for a period of ten (10) years. The Parties acknowledge that breach of this Section 7 may cause irreparable harm, and as a result, the non-breaching Party shall be entitled to seek specific performance or injunctive relief to enforce this Section 7 in addition to whatever remedies such Party may otherwise be entitled to at law or in equity. To the extent that Infoblox processes Personal Data on behalf of Customer for provision of the Services, the Data Processing Addendum at https://www.infoblox.com/company/legal/data-processing-addendum/ shall apply.

8. GENERAL. The Parties are independent contractors, and nothing in this Agreement is intended to or shall create any agency, partnership or joint venture relationship between them. All notices under this Agreement shall be in writing, and shall be sent by international overnight courier or prepaid certified or registered U.S. mail. Neither Party may assign, transfer, or sublicense any obligation or benefit under this Agreement without the written consent of the other Party and any attempt to do so shall be void; provided, however, that either Party may assign this Agreement without consent to a corporate affiliate or to an acquirer of all or substantially all of the Party's equity, assets or business. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement constitutes the entire agreement between the Parties and supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among Parties relating to the subject matter of this Agreement and all past dealing or industry custom. In the event of a conflict between any term in this Agreement and any other agreements between the Parties, this Agreement shall control and govern with respect to Customer's use of any Evaluation Product during the Evaluation Period and any claim, issue, or subject matter relating thereto. Customer acknowledges that current purchasing decisions are not being made based on reliance on the timeframes or specifics outlined in any statements, demonstrations or presentations, and if Infoblox delays or never introduces future products, features or enhancements, Customer's current purchasing decisions would not be affected. No changes or modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both Parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorney's fees.

Last update December 2021