

**Carahsoft Rider to Manufacturer Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Manufacturer Agreement establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer Agreement are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's Agreement's are inconsistent with the Federal Law (*See FAR 12.212(a)*), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of

the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) Termination.** Clauses in the Manufacturer Agreement referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer Agreement referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer Agreement referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer Agreement are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer Agreement are hereby deemed to be deleted.
- (j) Customer Indemnities.** All Manufacturer Agreement clauses referencing Customer Indemnities are hereby deemed to be deleted.

- (k) Contractor Indemnities.** All Manufacturer Agreement clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) Renewals.** All Manufacturer Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) Future Fees or Penalties.** All Manufacturer Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Agreement, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) Dispute Resolution and Venue.** Any disputes relating to the Manufacturer Agreement and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) Limitation of Liability: Subject to the following:**
- Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

- (s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) Public Access to Information.** Manufacturer agrees that the Agreement and this Rider contain no confidential or proprietary information and acknowledges the Agreement and this Rider will be available to the public.
- (u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.



Infoblox End-User License Agreement

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT (“Agreement”) CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE INFOBLOX SOFTWARE OR INFOBLOX HARDWARE PRODUCT (“Product”). BY USING THE PRODUCT OR BY DOWNLOADING, INSTALLING OR USING THE INFOBLOX SOFTWARE, YOU AND THE BUSINESS ENTITY YOU REPRESENT (COLLECTIVELY, “You”) AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. This Agreement is a legal agreement between You and Infoblox Inc.

1. **SOFTWARE.** The Infoblox software, including any patches, updates, upgrades and additional modules that Infoblox may provide to you (collectively, “Software”), includes Infoblox software that is provided for use with Infoblox hardware Products, or Infoblox software that is provided for use with a specific authorized third party hardware platform as indicated on the applicable order (“Authorized Hardware Platform”). The Software incorporates proprietary software and technology. Infoblox and its licensors retain all title and intellectual property rights in and to the Software and related documentation provided by Infoblox. The Software is licensed only; no title in or to the Software is assigned or transferred. You do not have any license or right to use any patch, update, upgrade or additional module unless You have a valid license to the original Software and have paid all applicable fees; use of patches, updates, upgrades and additional modules is limited to Software or Products for which You are the original end user licensee or transferee authorized by Infoblox. The Software also contains open source and/or publicly available content under separate license; a list of content and applicable licenses is included in the applicable documentation.

2. **LIMITED LICENSE.** Subject to Your compliance with all the terms and conditions of this Agreement, Infoblox grants You a non-exclusive, non-transferable license (“License”), to install and operate one copy of the Software for which You have paid the applicable license fees only in object code form and in accordance with the applicable documentation. For Software originally provided on an Infoblox hardware Product, the License is only for installation and operation on the original Infoblox hardware Product. For Software originally provided for installation on a third party hardware platform, the License is only for installation and operation on the Authorized Hardware Platform for which the Software was originally licensed, as identified in the original order. If the original Authorized Hardware Platform serial number is taken out of service, the License may be transferred to an equivalent replacement Authorized Hardware Platform serial number. Installation and operation of some software modules may be limited or require purchase of a separate license from Infoblox; You are only licensed to install and operate the Software as indicated on the applicable order. If Infoblox provides any client or other software for installation on equipment not provided by Infoblox, then such software may only be used in connection with the Software and Products. The License shall automatically terminate upon a breach of these terms and conditions. The License may not be transferred or assigned by the original end user purchaser except with the express consent of Infoblox, which may be withheld in Infoblox’s sole discretion. If Infoblox has provided the Software under this Agreement for replacement of a previous installation of Infoblox software, then upon installation of the replacement Software, Your license to the previous software will terminate and You must delete and cease all use of the previous software.

3. **RESTRICTIONS.** You shall have no right to and shall not directly or indirectly (a) transfer, assign, sublicense, rent, lend, lease, or otherwise distribute the License or Software to any other person or entity, or use the Software on unauthorized or second hand equipment, and any attempted transfer, assignment or sublicense shall be void; (b) copy the Software except to install the Software on the applicable Product or Authorized Hardware Platform and as necessary to maintain a copy for system backup and recovery purposes, (c) reverse engineer, decompile, disassemble or otherwise seek to discover any underlying source code or algorithms of the Software or Product, except to the limited extent that applicable law expressly prohibits reverse engineering restrictions, (d) modify, alter or create derivative works of the Software or Product, (e) use the Software or Product for purposes of competing with Infoblox, including competitive analysis or marketing, or (f) use the Software or Product except in accordance with the documentation provided by Infoblox. The Product is designed to be serviced by trained technicians only; opening the Product casing or otherwise altering the Product may void any applicable warranty and support obligations. The Software (including related user interfaces and documentation) incorporates Infoblox confidential and trade secret information and shall not be disclosed to third parties other than affiliates and contractors using the Software on Your behalf that are subject to written obligations of confidentiality, provided You shall remain responsible for such parties complying with the terms and restrictions of this Agreement.

4. **NO SUPPORT.** Purchase of the Product or license for Software does not include Infoblox support. If You wish to receive support, You must obtain support for the Product or Software separately from Infoblox or an authorized support provider. Support for the Software or Product may not be available for transferred or obsolete Products or Software or hardware platforms. Support may not be transferred without the express written consent of Infoblox, which may be withheld in Infoblox’s sole discretion.

5. NO WARRANTY; DISCLAIMER. These license terms do not include any warranty regarding the Infoblox Products, Software or related services. If a limited warranty is made available to You, it will be set forth in a separate written agreement with Infoblox or an authorized warranty service provider. Any applicable warranty that may be provided by Infoblox extends only to the original end user purchaser. 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, Software or related services will be error free or will operate without problems or interruptions. INFOBLOX AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFOBLOX PRODUCT, SOFTWARE AND RELATED SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Because some states and jurisdictions do not allow the exclusion of implied warranties or the limitation of incidental or consequential damages for certain product supplied to consumers, or the limitation of liability for personal injury, this warranty disclaimer may be limited in its application to You. In states or jurisdictions where implied warranties are not allowed to be excluded in their entirety, such implied warranties will be limited to the fullest extent permitted by law and to the duration of the applicable written warranty.

6. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL INFOBLOX OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATING TO THE USE OF THE SOFTWARE, PRODUCT OR RELATED SERVICES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFOBLOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) INFOBLOX AND ITS SUPPLIERS TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNTS PAID BY YOU FOR THE PRODUCT OR SOFTWARE, OR IN THE EVENT THAT INFOBLOX HAS MADE THE PRODUCT OR SOFTWARE AVAILABLE TO YOU WITHOUT CHARGE, INFOBLOX'S AND ITS SUPPLIERS' TOTAL LIABILITY TO YOU WILL BE LIMITED TO \$500. 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. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

7. MISCELLANEOUS. Infoblox and its affiliates are express beneficiaries of this Agreement. All Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms herein. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. You agree to comply with all applicable laws governing use of the Products and Software. The Product and Software are subject to export restrictions; You must comply with all applicable export laws and regulations of the United States and other applicable countries if You export or use the Product or Software outside the United States. If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall be stricken to the minimum extent necessary to maintain the legality of the Agreement and shall not affect the remaining provisions and portions of this Agreement. In case of any inconsistency between this Agreement and any other terms included with or relating to Your Product or Software license purchase, this Agreement shall take precedence except with respect to an agreement negotiated and signed by You and Infoblox.



THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH INFOBLOX INC. (“INFOBLOX”) AGREES TO PROVIDE PREMIUM MAINTENANCE SERVICES PURCHASED BY THE END USER CUSTOMER (“CUSTOMER”) FOR INFOBLOX PRODUCTS AND SOFTWARE. BY REGISTERING ON INFOBLOX’S SUPPORT PORTAL OR RECEIVING SERVICES PURCHASED, CUSTOMER AGREES TO BE BOUND BY AND ACCEPT THESE TERMS AND CONDITIONS.

1.0 General. Infoblox makes available the maintenance and support services described below (“Support”). Support described below is subject to payment of all annual Premium Maintenance fees and the Products remaining current under an effective Support contract. Product must be registered with Infoblox prior to receiving Support; Customer must provide the registered Product unit serial number when opening technical support requests with Infoblox technical support. Support is provided in the English language. Support is provided pursuant to Infoblox’s standard terms and conditions available at www.infoblox.com; if Infoblox and Customer have signed an agreement for the purchase of Infoblox products and support services, then the terms of the executed agreement shall apply. Infoblox may, in its discretion, update and modify this description and the services provided under Support; such updates and modifications shall be effective with respect to subsequent renewals and new Product purchases.

2.0 Definitions.

2.1 Product. The network equipment consisting of Infoblox hardware and licensed Software, and/or Infoblox software licensed for use on authorized third party platforms, in each case as provided by Infoblox.

2.2 Software. The Infoblox standard software programs provided to Customer for use with the Product and licensed pursuant to a separate license agreement, together with any Releases furnished by Infoblox to Customer as part of Support.

2.3 Specifications. The published specifications applicable to the Infoblox Products that are in effect as of the date the Products shipped to Customer, as such specifications may be updated or revised by Infoblox.

2.4 Release. A new Software release version issued for a specific Product, if and when available, containing error corrections, patches, enhancements, new features and/or functionality, which is made generally available by Infoblox to its Support recipients without additional charge and may be indicated by a change in the version number to the left or right of the decimal point.

2.5 Workaround. A temporary solution to a software error that Infoblox has implemented or enabled customers to implement that allows the software to regain functionality and/or provide software functions in accordance with the specifications.

2.6 International. Any Infoblox product installed in a country other than the United States of America is defined as an International deployment. Infoblox may not and is not obligated to have a local service or sales

presence in any particular foreign country. This extends to but is not limited to service centers, replacement part stocking locations, and training centers.

3.0 Support Delivery. Support is provided via telephone and/or World Wide Web and includes assistance with product configuration, answers to questions related to product features, problem diagnosis, configuration and Workarounds when applicable.

4.0 Remote Diagnostics and Assistance. Provision of timely and effective support including diagnosis and resolution may require the use of on-line diagnostics of the Product by Infoblox Support personnel. Such on-line diagnostic access may include the use of remote support tools from Infoblox or third parties. Customer may elect to provide remote access to the Products at its option and subject to its security policies.

5.0 Installation.

5.1 Installation and Configuration. An installation plan is essential for a successful installation of the Products. To support a successful installation, Infoblox professional services for assessment and planning support may be purchased for the price set forth on Infoblox's then current price list. In the event Customer elects to perform installation of the Product(s) without professional services from Infoblox and supplemental assistance is required from the Infoblox's Technical Assistance Center ("TAC"), Customer may be charged an hourly rate set forth on Infoblox's then current price list for installation assistance services. Infoblox will notify

Customer obtain Customer's consent to continue prior to Customer incurring charges for such services.

6.0 Support.

6.1 Authorized Contacts. Customer will designate the individuals that are authorized to contact Infoblox on behalf of Customer ("Authorized Contacts"). The Authorized Contacts may contact the TAC by logging into the Infoblox Support Website or by telephone. In order to submit issue requests and engage with Infoblox's TAC, the Authorized Contact must have current Infoblox CIST certification.

6.2 Third Party Product Issues. In the event that issues submitted to Infoblox are ultimately determined by Infoblox to be third party issues Infoblox may continue to provide support for the issue, however the Customer may be charged an hourly rate from Infoblox's then current price list for Infoblox's efforts to resolve the issue. Infoblox will notify Customer and obtain Customer's consent to continue prior to Customer incurring charges for such services.

6.3 On-Line Support and Telephone Support. Authorized Contacts shall be provided with a unique login and password for the Infoblox Support website. Accessibility to individual areas is identified in Exhibit A – Infoblox Premium Maintenance Data Sheet.

6.4 Infoblox Hardware Support. Support for Products includes the services described above plus advanced

exchange replacement for Infoblox hardware determined by Infoblox to be defective. Infoblox will issue Customer a Return Materials Authorization (RMA) number for the return of defective hardware. Customer must promptly deliver the defective replaced unit (as identified by serial number to Infoblox at the time RMA is issued) to Infoblox in accordance with Infoblox’s return instructions provided at the time of RMA issuance which may include using packaging supplied by Infoblox. The RMA number shall be clearly marked on the outside of the package. Infoblox shall refuse delivery and return to sender at sender’s expense any unauthorized returns. If the replaced unit is not received by Infoblox within 30 days after Customer’s receipt of the replacement unit, Infoblox may invoice the Customer and Customer shall pay for the replacement unit at the then current list price less any applicable discount; nonpayment may result in suspension of Support. If Infoblox reasonably and in good faith determines that the returned Product hardware did not contain the alleged defect or that failure was caused by Customer’s misuse, negligence, software additions, modifications or other Customer caused damage to the Product, then Infoblox may, at its option, return the unit at Customer’s expense and Customer shall pay for the replacement unit at the then current applicable price upon receipt of invoice from Infoblox. Hardware replacement does not apply to third party hardware not provided by Infoblox.

6.5 Next Business Day Hardware Replacement. Next business day hardware replacement (“NBD”) under Premium Maintenance is only available in selected International countries and requires purchase of NBD replacement service at an additional fee. To be eligible for NBD hardware replacement services, hardware must be located in geographies identified on the Infoblox Support Website as accessible and available for NBD

delivery. The RMA must be processed by 3:00pm local time of the TAC center processing the RMA for delivery. For hardware located outside of the geographies identified as NBD accessible, replacement hardware shall be shipped by reasonable commercially available means for carrier delivery to Customer based on available delivery times.

6.6 Response Standards. Response standards in Table 1 below describe the level of support that can be expected by Customer under normal circumstances.

Table 1. Premium Maintenance Service Levels

Priority	Definition	Initial Response Target Time*	Commitment (Infoblox and Customer)	Resolution Targets
1	Operation/Service down or critically impacted. No known Workaround.	Within 1 hour	Infoblox and Customer will commit necessary resources to fix problem or obtain a Workaround.	Emergency bug fix (EBF) if necessary. Fix included in next Release.
2	Operation affected, but not down. Impact may be high. Workaround may be available.	2 business hours	Infoblox and Customer will commit resources during normal business hours to resolve issue or obtain Workaround.	Fix included in future Release.
3	Moderate to negligible impact. No impact to business.	8 business hours	Infoblox and Customer will commit necessary resources during normal business hours to restore operation to	Schedule for future Release if necessary.

Priority	Definition	Initial Response Target Time*	Commitment (Infoblox and Customer)	Resolution Targets
			satisfactory levels.	
4	Request for information, documentation issues, and enhancement requests.	1 business day	Request-dependent.	Request-dependent.

6.7 Service Level Agreements. Service Level Agreements supplementing the Response Standards above (such as Infoblox’s Platinum Support program) may be purchased at an additional fee. If Customer has purchased a separate Service Level Agreement the terms thereof shall be set forth as an addendum to this Agreement and by this reference such Service Level Agreement is incorporated herein; nothing herein shall relieve Customer of its obligation to pay for such Service Level Agreement.

6.8 On-Site Services. On-Site support services are not included in Support. Infoblox professional services for on-site requirements may be separately purchased.

7.0 Hardware and Software.

7.1 Software New Releases. Customer is entitled to download new Releases from the Infoblox Support Website at <https://support.infoblox.com/support> for

Products under a current Support contract. Installation of Releases is not included as part of Support and is the responsibility of the Customer. Software support may not entitle Customer to new software that is designed to add additional applications or features available in the software or to provide additional functions and features that were not included in the software originally licensed. Such new software may be licensed separately from Infoblox at the price set forth on Infoblox’s then current price list.

7.2 Hardware Updates. Support does not include hardware upgrades or replacement; replacement of hardware no longer supported is subject to purchase by Customer.

8.0 Customer Responsibilities.

8.1 Authorized Contacts. Customer shall designate Customer’s specific Authorized Contacts, user names and passwords through the Infoblox Support Website and shall maintain the confidentiality of the Authorized Contacts account information and passwords. Customer is responsible for updating Authorized Contact information in the event changes to the Customer’s previously designated Authorized Contacts are required.

8.2 Latest Release. Customer shall maintain all Software operating on Products within two revisions of the current release level including hardware held as on site spares. Support services do not include prior release levels; if required by Customer, services for prior release levels may be available at an additional charge.

Installation of new software and hardware in accordance with Infoblox documentation is the responsibility of the Customer.

9.0 Term and Termination.

9.1 Term. The initial term of this agreement will commence on the date product is shipped to Customer and will have the term specified on the contract notification document emailed to Customer by Infoblox upon product shipment or subsequent renewal.

9.2 Termination. Either party may terminate this agreement upon 30 days prior written notice to the other. Pro-rated refunds for any remaining support term may be issued at the sole discretion of Infoblox.

10.0 Renewals. Fees for each year of Support are due annually in advance at least 30 days prior the expiration of the then current Support period. Infoblox reserves the right to change the annual fees from time to time effective as of the beginning of the next annual Support period by giving Customer at least 60 days prior written notice of such change. If Customer allows Support to lapse and later requests to resume Support, Infoblox shall require Customer to pay a reinstatement fee and the fees that would have been paid for all missed Support periods, prior to reinstating Customer's Support.

11.0 Limited Warranty; Disclaimer. Infoblox shall use its reasonable efforts to provide the support services defined in this Agreement and warrants that such

services shall be performed in a professional manner. Infoblox shall make available a list of third party software and other products, if any, required by the Products. This warranty covers only the use of the Products in accordance with the applicable documentation published by Infoblox and following the proper installation and support practices and procedures in which the Product was intended. Infoblox does not warrant that Software will be error free or that all errors will be fixed. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, INFOBLOX MAKES NO WARRANTIES OR CONDITIONS ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND INFOBLOX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY; THE PRODUCTS AND SERVICES ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN INFOBLOX'S STANDARD TERMS AND CONDITIONS OR OTHER AGREEMENT SIGNED BY INFOBLOX AND CUSTOMER. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY TERMS OF SUCH WARRANTY.

12.0 Exclusions; Unauthorized Equipment. Infoblox shall not be responsible or liable for correcting any errors that are not reproducible by Infoblox or problems due to: (i) Customer's failure to implement Releases made available under Support; (ii) the use or operation of the Product other than as set forth in the Product documentation published by Infoblox; (iii) any customizations, alterations, modifications of or additions to the Software other than fixes and patches provided by Support personnel; or (iv) accident, negligence, or misuse of the Product. It is Infoblox's policy to not extend support or provide software for any Infoblox

product purchased from an unauthorized third party. Additionally, any customer purchasing used or second hand appliances should be aware that software and licensing (including embedded firmware) is non-transferrable pursuant to the applicable Infoblox software license agreement, and installing or using such software may be a violation of such agreement.

13.0 Limitation of Liability. IN NO EVENT SHALL INFOBLOX'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO SUPPORT OR THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY RECEIVED BY INFOBLOX FOR THE SERVICES GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL INFOBLOX BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE, OR FOR ANY SPECIAL INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, UNDER ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE SUPPORT CHARGES WERE DETERMINED BASED UPON THE FOREGOING LIMITATION OF LIABILITY.

14. 0 Miscellaneous.

14.1 Governing Law. The laws of the United States and the State of California, without reference to conflict of law principles govern this Agreement. Any dispute between Customer and Infoblox regarding this Agreement will be subject to the exclusive venue of the state and federal courts in the Northern District of California.

14.2 Entire Agreement Severability. The Agreement is the entire agreement between Customer and Infoblox with respect to support services provided by Infoblox and supersedes any other verbal or written communications or advertising. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect.

14.3 Force Majeure. Infoblox is not liable for any failure or delay in performance due to any cause beyond its control. In any event, if Infoblox's ability to deliver service is impaired by Customer or circumstances beyond Infoblox's control, Infoblox may terminate this Agreement, in which event, Customer will receive a refund for any unused portion of the service term for which it has paid.

Premium Maintenance Agreement Exhibit A: Premium Maintenance Data Sheet

Premium Support Program features

Technical Assistance Center Access

Contact Options	Toll-free hotline Infoblox Support Website
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Hours of Coverage	7 x 24 x 365
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Software Revisions	Yes
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Software Patches	Yes
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Minor Software Revisions	Yes
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Major Software Revisions	Yes
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Hardware Replacement Services**	Yes
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Method of Replacement	Advanced Exchange
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Method of Delivery	Next Business Day ¹
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On-Site Spare Program**	On-Site spares may be purchased for a significantly reduced rate.
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¹Next Business Day delivery services are available for Infoblox products in regions serviced by an Infoblox Depot. Infoblox products in locations outside of the one day delivery radius of an Infoblox Depot may expect delivery based on available international courier services.

**For Infoblox hardware appliances only.

**INFOBLOX SUBSCRIPTION SERVICES
TERMS AND CONDITIONS**

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND INFOBLOX. PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT (“Agreement”) CAREFULLY BEFORE ACCESSING OR USING THE INFOBLOX SUBSCRIPTION SERVICE (collectively, the “Service”). “Customer” refers to you, the individual or entity registering, purchasing and/or using the Service. If the Service is being purchased, accessed or used on behalf of an entity by a representative authorized to register or use the Service on behalf of such entity, then “Customer” also refers to such entity. By accessing or using the Service, Customer agrees to be bound by these terms and conditions.

These terms and conditions supplement the Infoblox Standard Terms and Conditions available at <http://www.infoblox.com/en/company/legal/terms-standard-purchase.html> which also apply to the Service and are incorporated by reference herein. If Customer has executed a separate master agreement with Infoblox then the master agreement will supercede the Standard Terms and Conditions, and these terms will supplement the executed master agreement between Customer and Infoblox with respect to the Service only.

1. LICENSE GRANT. Subject to the terms of this Agreement and payment of all applicable fees, Infoblox grants Customer during the subscription term a non-sublicensable, non-transferable, and non-exclusive license to access and use the Service only through the Infoblox equipment licensed to access the Service (the “Infoblox Equipment”) and in accordance with the online help files and other content relating to use of the Service made available by Infoblox (the “Documentation”). The Service is made available solely for Customer’s internal business purposes, which includes use by Customer’s employees, service providers and contractors who are bound by obligations of confidentiality and use the Service solely on behalf of Customer in accordance with this Agreement. Infoblox reserves the right to modify the features, functionality and other aspects of the Service from time to time, provided that Infoblox will not modify the Service in a manner that would have a significant adverse affect on Customer’s use of the Service without providing reasonable advance notice to Customer.

2. RESTRICTIONS. Customer acknowledges and agrees that it shall not use the Service for any purpose other than as licensed above, and that it shall use the Service only in accordance with all applicable laws, rules, and regulations, including without limitation all applicable export control laws and regulations. Except as expressly permitted by this Agreement, Customer shall not, nor permit anyone else to: (i) copy all or any portion of the Service; (ii) decompile, disassemble or otherwise reverse engineer (except to the extent applicable law prohibits reverse engineering restrictions) the Service, any software accessible in connection with the Service, or any portion thereof, or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Service or any portion thereof; (iii) modify, translate, or create any derivative works based upon the Service; (iv) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the Service, in whole or in part, to any third party; (v) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Service; (vi) perform, or release the results of, benchmark tests or other comparisons of the Service with other software or systems; (vii) access the Service from any device other than the Infoblox Equipment purchased by Customer; (viii) permit the Service to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party; (ix) incorporate the Service or any portion thereof into any other compilations, materials,

products, or services, or use the Service for production purposes; or (x) use the Service for any purpose other than in accordance with the terms and conditions of this Agreement. No part of the Service or any data available as part of or derived from the Service, may be downloaded or otherwise exported or re-exported (a) into any Restricted Country, (b) any country for which the United States has a trade embargo, or (c) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. "Restricted Country" refers to Afghanistan, Belarus, Cuba, Cyprus, Eritrea, Iran, Iraq, Ivory Coast, Lebanon, Sierra Leone, Libya, N. Korea, Syria, Vietnam, Myanmar, China, Haiti, Liberia, Rwanda, Somalia, Sri Lanka, Sudan, Yemen, Zimbabwe, Venezuela, and Democratic Republic of the Congo. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. In the event of any violation of this Section 2, Infoblox may immediately terminate this Agreement, and shall be entitled to equitable relief in accordance with Section 9.3.

3. OWNERSHIP. Infoblox and its licensors retain all ownership of patent, copyright, trademark and other intellectual property rights in the Service (including any underlying data and software) and any derivative work of the Service or portions thereof. Except as otherwise expressly granted in this Agreement, no license, right or interest is granted hereunder. There are no implied rights and all other rights not expressly granted herein are reserved. Infoblox may provide any data and information related to Customer in response to valid legal process, such as subpoenas, search warrants and court orders, or to establish or exercise its legal rights or defend against legal claims. Infoblox will not be liable to Customer for any disclosure of such information to law enforcement entities.

4. FEES. Fees for the Service are due annually in advance. Infoblox may change or increase fees for the Service with respect to any renewal term. Fees for the Service are non-cancelable and non-refundable. Infoblox may suspend or cancel Customer's access to the Service if Customer fails to make timely payment.

5. INFOBLOX EQUIPMENT. Infoblox Equipment and Infoblox software for accessing data feeds are required for accessing the Service. Fees for the Service do not include Infoblox Equipment, software license for accessing data feeds or support and maintenance for such equipment and software, which must be separately purchased by Customer. Infoblox is not responsible for providing or maintaining any ancillary third party services needed by Customer to connect to or access the Service (such as an internet access connection) or for paying any of Customer's third-party access charges incurred by Customer to access and use the Service; or for ensuring that any third party services or equipment of Customer are compatible with the Service.

6.SUPPORT. Infoblox shall provide support for the Service to Customer during the term of Service in accordance with the support guidelines set forth in the Documentation and on Infoblox's public website. Infoblox does not warrant the Service or support for the Service will be available for any particular time or during any particular period. Infoblox will not be liable for any unavailability resulting from any causes beyond Infoblox's reasonable control.

7. ADDITIONAL CUSTOMER RESPONSIBILITIES. Customer is responsible for (i) any and all activities that occur under Customer's Service account; (ii) properly configuring the Service in accordance with the Documentation; and (iii) using the Service solely for lawful purposes and in compliance with all applicable laws. Customer will notify Infoblox immediately of any unauthorized use of Customer's Service account or any other breach of security regarding Customer's Service account.

8. CONFIDENTIALITY. The Service, Documentation, related software and data available as part of or derived from the Service constitute Infoblox confidential information. Customer [shall](#)

protect such information with the same degree of care that it normally uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than a reasonable degree of care. The information shall not be provided or disclosed to anyone except those employees, service providers and contractors of Customer with a need to know in connection with the performance of their obligations to Customer who are bound by similar terms of confidentiality. Customer shall not be required to maintain in confidence information that is (a) in the public domain, either at the time of disclosure by Infoblox or that, after disclosure, becomes part of the public domain other than by Customer; (b) information that was in Customer's possession at the time of disclosure, and which was not acquired, directly or indirectly, from Infoblox or the Service; (c) information that resulted from Customer's own research and development, independent of and without reference to disclosure from Infoblox or the Service, as evidenced by Customer's records; (d) information that the Customer receives from third parties, provided such information was not obtained by such third parties from Infoblox on a confidential basis; or (e) information that is produced in compliance with applicable law or a court order, provided Infoblox is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Customer acknowledges and agrees that due to the unique nature of Infoblox's confidential information, there can be no adequate remedy at law to compensate Infoblox for the breach of this Section 8 or of Sections 2 or 3; that any such breach may result in irreparable harm to Infoblox that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Infoblox shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, hereunder, or otherwise.

9. NO WARRANTIES. INFOBLOX AND ITS LICENSORS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, DOCUMENTATION AND RELATED EQUIPMENT AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. 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 Service or related equipment and software are error free or will be provided without problems or interruptions. This disclaimer shall apply even if the express warranty set forth above fails of its essential purpose.

10. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL INFOBLOX OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF INFOBLOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) INFOBLOX AND ITS LICENSORS TOTAL LIABILITY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE FEES RECEIVED BY INFOBLOX RELATING TO THE SERVICE OR, IN THE EVENT THAT INFOBLOX HAS MADE THE SERVICE AVAILABLE TO CUSTOMER WITHOUT CHARGE, INFOBLOX'S AND ITS LICENSORS' TOTAL LIABILITY WILL BE LIMITED TO \$500. 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.

11. TERM OF SERVICE; TERMINATION. The start date for the Service will be the date on which Infoblox sends notice to Customer that the Service is available for activation by Customer and provides any necessary license or access codes. The term of the Service will continue for the period purchased by Customer. Prior to the end of the Service period purchased, Infoblox will notify Customer. If Customer does not purchase an additional period of Service, then Infoblox the

Service will terminate upon expiration of the period purchased. This Agreement will remain effective during the term of the Service. Notwithstanding the foregoing, this Agreement and the Service may be terminated by either party immediately upon written notice if the other party materially breaches its obligations under this Agreement and fails to cure such breach within 30 days following written notice to such party. Additionally, Infoblox may terminate this Agreement and the Service upon 30 days written notice in the event that payment for the Service is not received. The provisions of Sections 2, 3 and 8 through 12 will survive the expiration or termination of this Agreement.

12. MISCELLANEOUS. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, the software and documentation provided in connection with the Service are “commercial items,” “commercial computer software” and/or “commercial computer software documentation.” Consistent with DFAR section 227.7202, FAR section 12.212 and other sections, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Any technical data provided that is not covered by the above provisions shall be deemed “technical data-commercial items” pursuant to DFAR section 227.7015(a). Any use, modification, reproduction, release, performance, display or disclosure of such technical data shall be governed by the terms of DFAR section 227.7015(b). This Agreement, including the Standard Terms and Conditions (or master agreement executed by Infoblox), and other addenda thereto, represents the complete agreement regarding the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. In case of any inconsistency between this Agreement and any other terms included with or relating to purchase of Infoblox products, this Agreement shall take precedence with respect to the Service. This Agreement may be amended only by a written document executed by a duly authorized representative of each party. No purchase order, other ordering document or any hand written or typewritten text which purports to modify or supplement the printed text of this Agreement shall add to or vary the terms of this Agreement unless signed by authorized representatives of each party. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the United States without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall be stricken to the minimum extent necessary to maintain the legality of the agreement and shall not affect the remaining provisions and portions of this Agreement.

INFOBLOX STANDARD TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY; THIS IS A LEGAL AGREEMENT BETWEEN YOU AND INFOBLOX.

“Customer” refers to you, the individual or entity registering, purchasing and/or using the Product. If the Product is being purchased, registered or used on behalf of an entity by a representative authorized to register or use the Product on behalf of such entity, then “Customer” also refers to such entity.

- 1. Products.** “Products” mean the Infoblox products registered by Customer and all Infoblox products specified in a purchase order issued by Customer and accepted by Infoblox (each a “Purchase Order”). All Purchase Orders are binding non-cancelable commitments. Infoblox may modify or discontinue Product offerings without notice provided that any outstanding Purchase Orders shall not be affected.
- 2. Price, Payment and Delivery Terms.** Customer shall pay to Infoblox the amounts set forth on each Purchase Order. All payments due hereunder to Infoblox shall be paid to Infoblox in US dollars within 30 days following date of invoice. Any amounts not paid when due shall bear interest at a rate of 1.5% per month or the legal maximum, whichever is less. All Product shipments are delivered F.O.B. Origin (Infoblox’s manufacturing facility). Infoblox may fill orders by full or partial shipment. Infoblox will inform Customer of estimated shipment dates, however Infoblox shall not be responsible delays beyond its reasonable control. Title to (except with respect to Software) and risk of loss pass to Customer upon placement with the carrier for shipment. In addition to the price, Customer shall be responsible for and pay all (a) transportation charges, including without limitation shipping and insurance charges, and (b) sales, use, value added, excise and other taxes and governmental charges imposed with respect to Products and services provided by Infoblox, except for taxes based on the net income of Infoblox. These charges will be listed as separate line items or invoiced separately. Prices for Products shall be as set forth on Infoblox’s then current price list for Customer’s region.
- 3. Software; Restrictions.** All software and firmware incorporated into or provided for use in or with a Product (whether initially, as part of support or otherwise) (“Software”) is not sold, but rather is licensed solely for Customer’s internal operation in object code form (i) on the Product hardware platform provided by Infoblox, or if indicated in the Product specifications, on a third party platform authorized by Infoblox for the number of copies for which licenses are purchased as set forth in the applicable purchase order, and (ii) in accordance with the applicable capacity and other use limitations, if any, set forth on the applicable purchase order and strictly in accordance with the documentation. Such license is perpetual unless a term license is stated on the applicable purchase order. The license is non-exclusive, non-transferable and does not include the right to (and Customer will not directly or indirectly) extract, transfer, modify, decompile, disassemble, reverse engineer (except to the extent applicable law prohibits reverse engineering restrictions), incorporate or use in any other works, create derivatives of, or copy any portion of the Software. Customer’s internal operation includes operation on behalf of Customer by Customer’s corporate affiliates and service providers, provided such affiliates and service providers are under obligations of confidentiality and Customer remains responsible for compliance with these terms. Except for the license above, Infoblox retains all right, title and interest relating to the Software and any intellectual property resulting from services; no other licenses express or implied are granted. Customer will not remove any names, designations or notices from any Product. The Software constitutes confidential and trade secret information of Infoblox and shall not be disclosed to any third party. Any references to “sale” or “purchase” in this Agreement shall be interpreted in accordance with this Section 3.

4. Limited Warranty for End Users in North America. THE WARRANTY AND RELATED TERMS SET FORTH IN THIS SECTION 4 APPLY ONLY TO INFOBLOX END USERS IN NORTH AMERICA; IF CUSTOMER IS OUTSIDE OF NORTH AMERICA, THIS WARRANTY DOES NOT APPLY AND CUSTOMER MUST LOOK SOLELY TO THE DISTRIBUTOR OR RESELLER FROM WHOM CUSTOMER PURCHASED PRODUCTS FOR WARRANTY TERMS AND SERVICE. If Customer is located and taking delivery within North America, Infoblox warrants to Customer that the Products when shipped to Customer will materially conform to Infoblox's published specifications applicable to the Product ("Limited Warranty"). Customer may make a claim for breach of this Limited Warranty (i) at any time prior to 1 year after the date of shipment by Infoblox with respect to Product hardware and (ii) at any time prior to 90 days following the date of shipment by Infoblox with respect to Product software whether or not embedded (each a "Limited Warranty Period"), after which time the Limited Warranty shall be deemed expired and void. For each claim of breach of the Limited Warranty which is received by Infoblox during the applicable Limited Warranty Period for the Product, Infoblox will, at Infoblox's option and as Customer's exclusive remedy: (1) repair the defective Product hardware or software, as applicable, (2) replace the defective Product hardware or software with comparable Product hardware or software, as applicable, or (3) refund the amount paid for the defective Product hardware or software, as applicable, upon its return. All warranty claims are subject to the warranty service process set forth in Exhibit A. Infoblox will not have any other obligations under the Limited Warranty. The warranty does not apply to Product units that have been (i) mishandled or damaged by failure to provide an suitable installation or operating environment, (ii) used, maintained or stored other than in conformity with documentation and instruction provided by Infoblox, (iii) subjected to physical damage, neglect or the elements, (iv) damaged by third party software, equipment or viruses or (v) opened or serviced by anyone other than Infoblox or an authorized service provider. Replacement Products and parts used to repair Products will be new or serviceably used, comparable in function and performance to the original part or Product, and warranted for the remainder of the original Limited Warranty Period or 30 days from the date of shipment of the repaired or replacement Products, whichever is longer. Purchasing additional parts or Products from Infoblox does not extend this warranty period.

5. Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 4 APPLICABLE ONLY TO CUSTOMERS IN NORTH AMERICA, INFOBLOX AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, SOFTWARE AND SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. 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, Software or related services are error free or will operate without problems or interruptions.

6. Indemnification. Infoblox shall defend and indemnify Customer and its officers, directors, agents and employees against liability to third parties resulting from infringement by the Products of any trade secret, copyright, or patent issued as of the date of this Agreement, provided Infoblox is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over the defense and settlement; Infoblox will not be responsible for any settlement it does not approve in writing. If Infoblox reasonably believes that a Product may be the subject of a claim of infringement, Infoblox may (a) modify or replace the Product provided the Product or replacement is functionally equivalent, or (b) refund the unamortized value of the affected Product based upon a straight-line 5 year depreciation and receive a return of the affected Product. The foregoing obligation of Infoblox does not apply with respect to Product or portions or components: (i) not supplied by Infoblox, (ii) made in whole or in part in accordance to Customer specifications or requests, (iii) which are modified after shipment, if the alleged infringement relates to such modification, (iv) combined, processed or used with other products, processes or materials where the alleged infringement relates to such combination, process or use, or (v) where Customer continues allegedly infringing activity after being notified thereof or after being

provided with modifications that would have avoided the alleged infringement. This Section 6 sets forth Customer's exclusive remedies with respect to claims of infringement.

7. Term, Termination, Survival, and Termination Liability. Either party may terminate an unperformed Purchase Order if the other party materially breaches any material provision of this Agreement and such breach is not remedied within 60 days (or 10 days in the case of non-payment) after receipt by the defaulting party of a notice thereof from the other party, the non-breaching party may immediately terminate this Agreement. Sections 2, 3, 5 through 10, 14, and any accrued rights to payments and remedies for breach shall survive any termination of this Agreement. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination by such party which complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expenses.

8. Government Use. If a Product is provided to any unit or agency of the United States Government ("U.S. Government"), the following provisions shall apply: All software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms herein.

9. Limited Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, INFOBLOX AND ITS SUPPLIERS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS OF THE FEES RECEIVED BY INFOBLOX OR (II) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, OR (IV) INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA OR ACCESS. 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. INFOBLOX SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL.

10. FCPA and Export Control. Customer shall comply with all export laws and restrictions and regulations of the U.S. government. Without limiting the foregoing, Customer shall comply with the U.S. Foreign Corrupt Practices Act (including, without limitation, not offering any inducement related to Products, whether money or goods or services, to any government official, employee, candidate or party) and all corresponding laws, restrictions, and regulations of any foreign agency or authority. Customer shall not export, or allow the export or re-export of any Product in violation of any such restrictions, laws or regulations. Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S.

11. Support Services. Infoblox Support services available for purchase by end users are described at <http://www.infoblox.com/en/company/legal/terms-premium-maintenance.html>. Infoblox may, in its discretion, update and change support services offered; such updates and modifications shall be effective with respect to subsequent renewals and new Product purchases. Subject to Customer's compliance with all terms of this Agreement and annual advance payment of Infoblox's then standard support fees, Infoblox will provide the support set forth in a Purchase Order. If purchased by Customer, the first annual support period begins upon the date of Product shipment to Customer.

12. Professional Services. Customer may purchase Infoblox professional services including implementation and training services for Products. Infoblox agrees to provide the professional services described in a Purchase Order at the rates set forth in such Purchase Order; Infoblox may also require execution of a statement of work for some professional services. If not paid in advance, Infoblox will invoice Customer for professional services as they are performed.

13. Subscription Services. Infoblox may make available subscription services intended for use with Products and that can be accessed and/or administered through the Product interface. Descriptions of subscription services and specific terms related to each subscription services are available at http://www.infoblox.com/company/legal/subscription_services. The start date for all subscription services will be the date on which Infoblox sends notice to Customer that the subscription services are available for activation by Customer and provides any necessary license codes. Subscription services will continue for the period purchased by Customer. Prior to the end of the subscription services period purchased, Infoblox will notify Customer. If Customer does not purchase an additional period of subscription services, then Infoblox may terminate the subscription services upon expiration of the period purchased.

14. General. 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 the business unit making use of the Products, or 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. 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 attorneys fees.

Exhibit A

Warranty Service Procedures

THE WARRANTY SERVICES SET FORTH BELOW APPLY ONLY TO INFOBLOX END USERS IN NORTH AMERICA; IF CUSTOMER IS OUTSIDE OF NORTH AMERICA, THESE WARRANTY PROCEDURES DO NOT APPLY AND CUSTOMER MUST LOOK SOLELY TO THE DISTRIBUTOR OR RESELLER FROM WHOM CUSTOMER PURCHASED PRODUCTS FOR WARRANTY TERMS AND SERVICE.

1. Email Requests If Customer believes an Infoblox product purchased by Customer is subject to a Material Defect covered by warranty, Customer may request warranty services via email to Infoblox's Technical Support Center ("TSC"). TSC services are available from 6:00 a.m. to 6:00 p.m. Pacific time, Monday through Friday, excluding Infoblox holidays. Email should be sent to support@infoblox.com. Infoblox will use reasonable efforts to respond to requests for support from authorized personnel within one

business day. Any telephone services that may be provided by Infoblox hereunder will be limited to that necessary to confirm Material Defects in the applicable Products. In the event customer has not contracted with Infoblox for receipt of Enterprise Support, all additional support services requested shall be subject to Infoblox's then prevailing rates.

2. Software Updates For a period of 90 days after shipment by Infoblox, Infoblox shall provide Updates for the Software that are generally released by Infoblox during such period. Warranty services do not include Upgrades; Customer must purchase support in order to receive Upgrades or to receive Updates after the 90 day warranty period.

3. Access to Web Support. For a period of 90 days after shipment by Infoblox, Customer may access the self-service web portal at support.infoblox.com for Product installation and configuration assistance.

4. Replacement/Repair of Product Hardware For a period of one year after shipment by Infoblox, Infoblox shall provide replacement of Infoblox product hardware subject to a Material Defect. In order to obtain the relevant warranty service with respect to Product hardware containing Material Defects, customer shall return such Infoblox Products to Infoblox in accordance with the following Return Materials Authorization ("RMA") procedure. Before return or replacement of any Product, Customer must contact Infoblox's TSC as described above. If Infoblox's TSC verifies that the Product is likely to be defective and is covered by Warranty Support, Infoblox will issue a RMA number, which allows the Customer to return the defective unit to Infoblox for repair or replacement. Customer must deliver the defective Product to Infoblox with the RMA number on the package. Infoblox will not accept any shipment of returned Infoblox Product, which does not have a valid RMA number issued to Customer pursuant to such RMA procedure. Customer assumes the risk of damage or loss in transit. Customer must use the original container (or the equivalent) and pay the shipping charge. Infoblox will provide Customer with the shipping address at the time of RMA issuance. It is Customer's responsibility to remove all confidential and proprietary data and information before returning Products to Infoblox; Infoblox shall have no obligations or liability with regard to data and information contained in returned Products. In connection with replacement, Infoblox may at its sole discretion modify the replacement unit at no cost to Customer to improve its reliability or performance. If Infoblox reasonably and in good faith determines that the returned Product hardware did not contain the alleged defect, Customer shall pay and/or reimburse Infoblox for all costs of handling, transportation and diagnostics at Infoblox's prevailing rates.

5. Definitions "Material Defect" means (A) with respect to Infoblox product hardware, any reported malfunction, error or other defect that: (i) can be reproduced by customer and/or Infoblox, and (ii) constitutes a material failure of such hardware to perform in accordance with applicable Specifications, and (B) with respect to software, means (i) a material failure of such software to perform in accordance with applicable Specifications. "Specifications" means Infoblox's published specifications applicable to the products that are in effect as of the date the products are shipped to Customer, as such specifications may be updated, modified or revised by Infoblox. "Updates" means a Software release, if and when available, consisting of error corrections and patches, in object code form, which is made generally available by Infoblox to its support recipients without additional charge, and is generally indicated by a change in the digit to the right of the release number (e.g., a change from version 6.1r2 to 6.1r3) and any corrections and updates to the associated documentation. "Upgrades" means a Software release, if and when available, containing new enhancements, features or functionality, in object code form to application software, which is made generally available by Infoblox to its support recipients without additional charge and generally indicated by a change in the feature release number to the right or left of the decimal point (e.g., a change from version 3.2r1 to 3.3r1) and the associated documentation.