



## **BLOXONE™ THREAT DEFENSE SUPPLEMENTAL TERMS AND CONDITIONS**

These BloxOne Threat Defense (“B1TD”) Additional Terms supplement and are incorporated into the Infoblox BloxOne Services Addendum with respect to Infoblox BloxOne™ Threat Defense. In the event of a conflict between the Infoblox BloxOne Services Addendum and these Additional Terms, these Additional Terms shall control only with respect to the Service described below. These Additional Terms may be modified, supplemented or updated by Infoblox from time to time; Infoblox will post a notification on the Cloud Services Portal in the event of a change to these Additional Terms. Customer’s renewal of the Service after posting of the revision constitutes Customer’s acceptance of the revision with respect to the Service. Any terms not defined in the Additional Terms will have the meaning set forth in the Infoblox BloxOne Services Addendum.

**1. LICENSE GRANT.** Subject to the terms of the BloxOne Services Addendum and these Additional Terms, Infoblox grants to Customer during the Subscription Term the right to access and use the Service in accordance with the Documentation, solely for Customer’s internal use to protect Customer’s own networks, which includes use by Customer Users. 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 effect on Customer’s use of the Service without providing reasonable advance notice to Customer. This Addendum shall also apply to any such new features, functionality updates, changes or updates to the Service. Infoblox also makes available client software for download by Customer without charge in connection with the Service (the “Client Software”). Infoblox grants Customer the right to download, install, copy and use the Client Software (including distribution to Customer Users), only as necessary for access and use of the Service in accordance with the Documentation. All rights and licenses granted herein are non-exclusive and, except as permitted herein, non-assignable and non-sublicensable. Customer agrees that Customer will ensure and remain responsible for Customer Users’ compliance with the terms and restrictions of this Addendum.

**2. RESTRICTIONS.** No part of the Service or Client Software or any data available as part of or derived from the Service, may be downloaded or otherwise exported or re-exported (a) into any country or region for which the United States has a trade embargo (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, Syria and Crimea), or (b) 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. Customer represents and warrants that neither it nor any of its affiliates making use of the Service or Client Software is 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 Addendum.

**3. SERVICE LEVELS AND SUPPORT.** Infoblox will use commercially reasonable efforts to provide the Service in accordance with the availability service levels set forth in Exhibit A-1. Infoblox will provide support for the Service to Customer during the Subscription Term in accordance with the support services set forth in Exhibit A-2 and the support guidelines set forth in the Documentation. Except for the service level remedies set forth in Exhibit A-1, Infoblox does not guarantee or warrant that 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 or latency caused by third-party hosting services or internet carriers or other problems inherent in the use of the internet or electronic communications.

**4. CUSTOMER INFORMATION; INFOBLOX RESPONSIBILITIES FOR USE OF THE SERVICE.** Infoblox will take commercially reasonable security measures to protect the confidentiality and security of Customer’s web traffic and network data, including DNS queries, malicious domain names, malware, botnets, metadata or other information related to Customer’s use of the Service (“**Customer Information**”). Infoblox may use third-party hosting services to provide the Service. Infoblox and its hosting service providers have implemented commercially reasonable, industry-standard technical and organizational measures designed to secure Customer Information from accidental loss and from unauthorized access, use, alteration or disclosure. In order to provide the Service, Customer agrees that Infoblox shall have the right to use, reproduce, transmit, store, modify, and display the Customer Information, and to permit Infoblox’s hosting service providers to exercise such rights as necessary to provide services to Infoblox in support of the Service.

A customer may request deletion of individual personal data at any time by sending a notice to [privacy@infoblox.com](mailto:privacy@infoblox.com) for end-user data deletion requests. When a customer makes a request for deletion of personal data stored by Infoblox, Infoblox will purge or anonymize the requested data from its systems to the extent required by applicable law and/or contract and may retain administrative data required for legitimate business purposes. Infoblox only keeps personal data for as long as it has an ongoing legitimate business need to do so.

**5. TERM OF SERVICE; TERMINATION.** At the end of each Subscription Term, Infoblox will send Customer a notice of renewal at the fees stated in the renewal offer. If Customer does not timely renew, the Subscription Term will expire and Customer will lose access to the Service. Should Customer choose to renew, Customer may be invoiced by Infoblox or by the Authorized Reseller from whom Customer ordered the prior Subscription Term. This Addendum will remain effective during the Subscription Term. Notwithstanding the foregoing, these Additional Terms and the Service may be terminated by either party in accordance with the Agreement. For a period of 30 days after termination of the Addendum, Customer may retrieve Customer Information stored by Infoblox in connection with the Service; after such time, Infoblox may disable access to and delete the Customer Information. The provisions of these Additional Terms which by their nature should survive termination, shall survive the expiration or termination of these Additional Terms.

**6. Pricing.** Except to the extent otherwise agreed by the Parties in writing, Licenses to B1TD Services are priced based on Customer's Licensed Capacity.

**7. AUDIT.** During the Term, Infoblox may audit Customer's usage of BloxOne Threat Defense Services on a monthly basis to determine if the usage remains within purchased Licensed Capacity. If the audit shows that Customer has exceeded the Licensed Capacity, Customer must purchase licenses for additional capacity to remain in compliance with B1TD licensed terms.

BloxOne Threat Defense Advanced and On-Prem offerings are subject to an average monthly DNS query limit of 3,500 DNS queries per Protected User per day. Usage of B1TD is continuously monitored to determine a customer's average monthly DNS queries. The monthly DNS query average is calculated based on the number of DNS queries for any particular month (the number of days in that month) divided by the Customer's Licensed Capacity. Infoblox may work with each Customer when their usage exceeds the current Licensed Capacity. If a Customer's usage cannot be modified to align to the current Licensed Capacity, the Customer will need to purchase additional Licensed Capacity to ensure query limits are within the license terms.

**8. TERM OF SERVICE; TERMINATION.** At the end of each Subscription Term, Infoblox will send Customer a notice of renewal at the fees stated in the renewal offer. If Customer does not timely renew, the Subscription Term will expire and Customer will lose access to the Service. Should Customer choose to renew, Customer may be invoiced by Infoblox or by the Authorized Reseller from whom Customer ordered the prior Subscription Term. This Addendum will remain effective during the Subscription Term. Notwithstanding the foregoing, these Additional Terms and the Service may be terminated by either party in accordance with the Agreement. For a period of 30 days after termination of the Addendum, Customer may retrieve Customer Information stored by Infoblox in connection with the Service; after such time, Infoblox may disable access to and delete the Customer Information. The provisions of these Additional Terms which by their nature should survive termination, shall survive the expiration or termination of these Additional Terms.

#### **9. DEFINITIONS.**

- (a) **"Licensed Capacity"** for purposes of B1TD Services shall mean the number of Protected Users of Customer.
- (b) **"Protected Users"** means all personnel employed by Customer. In the case of BloxOne Threat Defense Business Cloud there is an option to license a subset of users who access the BloxOne Threat Defense Cloud.

## Support Terms

These Support Terms to the Infoblox BloxOne Threat Defense Terms (together, the “**Agreement**”) sets forth additional terms and conditions that govern the purchase and provisioning of Infoblox Premium Maintenance.

### 1. SCOPE AND PROVISION OF SUPPORT

(a) **Scope of Support.** Support for the Service is available through Infoblox’s product support helpdesk, which is operational 24 hours a day, 7 days a week, every day of each year. Support includes access to Infoblox’s customer support portal with online user guides, articles and materials. Support is available in English and includes assistance with questions related to Product features, troubleshooting or issue diagnosis, configuration, and Workarounds, when applicable. Infoblox will use commercially reasonable efforts to provide the Support described in this Exhibit A, including the service levels set forth in Exhibit A-1 in a professional and workmanlike manner. Upon reporting an issue (via telephone or web), the request will be assigned a unique case number and such number must be used in all future correspondence until the issue is resolved. If Infoblox’s helpdesk is not able to immediately help, the request for service will be logged and Infoblox will respond to the Customer according to the severity levels listed in Exhibit A-2.

(b) **Remote Diagnostics and Assistance.** Provision of timely and effective Support, including diagnosis and resolution requires the use of online diagnostics of the Product by Infoblox’s support personnel. Online diagnostic access includes the use of remote support tools from Infoblox or third parties. Customer will provide remote access and may require that Infoblox comply with Customer security policies related to such remote access.

(c) **Installation.** An implementation plan is essential for successful installation of Products. Support does not include configuration or assistance with implementation planning or installation of Products. If Customer requires assistance to support successful installation of Products, Infoblox professional services may be separately purchased.

(d) **Authorized Customer Support Contacts.** Customer will designate the individuals that are authorized to contact Infoblox on behalf of Customer to receive Support (“**Authorized Contacts**”). The Authorized Contacts may contact an Infoblox Global Support Center (“**GSC**”) by logging into [Infoblox’s support website](#) or by [telephone](#). Authorized Contacts will be provided with a unique login and password for Infoblox’s support website by Customer’s administrator. In order to facilitate efficient resolution of issues, Infoblox recommends that Authorized Contacts submitting support requests and engaging with the GSC maintain a current Infoblox CDAT/NACS certification.

(f) **Onsite Services.** Onsite support services are not included in Support offerings. Professional Services for onsite requirements may be separately purchased. Infoblox is not obligated to provide a local service center or sales office in any particular country outside of the United States. This extends to but is not limited to technical assistance centers, replacement part stocking locations, and training centers.

### 2. RESPONSIBILITIES.

(a) **Customer’s Obligation to Assist.** For each issue request submitted, Infoblox may require Customer to provide the following information: (a) a general description of the operating environment, (b) a list of all hardware components, operating systems and networks present, (c) a reproducible test case, and (d) any log, trace, configuration and systems files or error messages. It is Customer’s obligation to provide the support information necessary to understand, reproduce and resolve an incident. Customer’s failure to provide this information may prevent Infoblox from diagnosing and resolving the issue and will relieve Infoblox of its Support obligations to the extent such failure impedes Infoblox’s ability to diagnose or resolve the issue.

(b) **Limitations.** Infoblox will provide the Support in a professional manner using qualified personnel but Infoblox does not guarantee that every issue or problem will be resolved. Infoblox’s obligation to provide Support does not include services requested as a result of causes or errors which are not attributable to Infoblox. If, upon investigating the cause

of the reported issue, Infoblox determines that there is a defect in the Service, Infoblox will provide a remedy in the form of a workaround or fix.

### **3. TERM.**

The initial term of this Support Addendum will commence on the Infoblox purchase order book date ("Book Date") and will have the term specified on the contract notification document emailed to Customer by Infoblox upon Product shipment or subsequent renewal.

### **4. DEFINITIONS.**

(a) "**Workaround**" means a temporary solution to a Software error that Infoblox has implemented or enabled customers to implement that allows the Software to regain functionality or provide Software functions in accordance with the Documentation.

**Exhibit A-1**  
**Service Availability and Service Credits**

**1. Service Credit.**

1.1 "Service Credit" means an extension of the Service Subscription Term by the number of days set forth in Section 2 below for failing to meet the stated availability levels for serving DNS queries. Service Credits shall be Customer's sole and exclusive remedy for Service availability failures. In order to be eligible for a 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 10 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 below, and provide a response to Customer no later than 10 business days after the end of the month in which the request occurred. Failure by Customer to comply with these requirements will result in forfeiture of Customer's right to receive a Service Credit for the incident.

1.2 In order for the stated availability to apply, Customer's network must be properly configured on a 24 X 7 X 365 basis in accordance with the Documentation and in a manner that allows Customer to take advantage of Infoblox's redundant global infrastructure made available as part of the Service.

**2. Service Availability.** Infoblox will use commercially reasonable efforts to make the DNS query services available at least 99.99% of the time during each calendar month of Service purchased by Customer. If DNS query service availability is less than 99.99% for a calendar month, Infoblox will provide the Service Credit indicated below based on the availability confirmed by Infoblox for the month. Calculation of availability excludes scheduled maintenance times published by Infoblox and other exclusions described in Section 4 below. Failure to meet DNS query service availability results in a Service Credit as follows:

<b>DNS Query Service Availability During a Month</b>	<b>Service Credit</b>
> = 99.99%	0
< 99.99% but > = 99.9%	1 day
< 99.9% but > = 99%	5 days
< 99% but > = 98%	10 days
< 98%	20 days

**3. Maximum Service Credits.** The aggregate maximum Service Credits that Infoblox will issue for failing to meet Service availability during any 12 month Subscription Term will not exceed 30 calendar days' worth of the Service.

**4. Exclusions.** The availability metrics above do not apply to (and calculations of availability exclude) any: (a) services or features designated by Infoblox as pre-release, alpha, beta or similar non-GA designation, (b) aspects or functionality

of the Service other than those required for serving DNS queries, (c) periods of unavailability or latency caused by third party hosting services or internet carriers, or (d) 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; (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); (iv) arising from the suspension and termination of Customer's right to use the Service in accordance with the Addendum; or (v) that resulted from exceeding usage limits/quotas applied by the system and/or listed in the Documentation. 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-1.

**Exhibit A-2**  
**Targets**

<b>Severity</b>	<b>Definition</b>	<b>Initial Response Target Time</b>	<b>Commitment (Infoblox and Customer)</b>
1	Service down or critically impacted. No known workaround.	Within 1 business hour	Infoblox and Customer will commit necessary resources to resolve issue or obtain a Workaround.
2	Service 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.
3	Moderate to negligible impact to Service. No impact to business.	Within 8 business hours	Infoblox and Customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.
4	Request for information, documentation issues, enhancement requests	Within 1 business day	Request-dependent.