MASTER PURCHASING AGREEMENT
Rev. Sep. 2023

This Master Purchasing Agreement (the "**Agreement**") is entered into by and between the entity licensing or purchasing Infoblox Products or Services ("**Customer**") and Infoblox Inc. ("**Infoblox**"). Customer and Infoblox are individually a "**party**" and, collectively, the "**parties**." The Agreement shall be effective as of the date accepted by Customer ("**Effective Date**"). The Agreement may be accepted by electronic signature, manual signature, accepting or placing an Order that incorporates the terms of the Agreement by reference, or by using Infoblox Products or Services delivered to Customer, whether by Infoblox or an Authorized Reseller. If Customer does not accept the terms of the Agreement, it must not use the Infoblox Products or Services and shall delete or return the Products or Services, as applicable, to Infoblox or the applicable Authorized Reseller. Capitalized terms shall have the meaning ascribed to them in Section 16 (Definitions) or elsewhere in the Agreement or applicable Addendum.

1. ORDERS

Infoblox is not obligated to accept any Order, and an Order is only deemed accepted upon written execution or confirmation from Infoblox or fulfillment of the Order by Infoblox. Infoblox will not be bound by any additional or different terms (including but not limited to pre-printed terms) that may appear in Customer's purchase order or any other form document provided by Customer. Products will not be sold to Cuba, Iran, Myanmar (Burma), North Korea, Syria, Venezuela, Donetsk, Luhansk or Crimea Regions of Ukraine, or any other geography subject to comprehensive sanctions, or to any Restricted Party (as defined in Section 14 (Compliance with Laws)).

2. PAYMENTS

(a) General. Customer will pay the fees for the Products or Services as specified on each Order, without deduction, as well as fees for use exceeding any agreed license parameters, usage restrictions, or authorizations, if any. Except as otherwise specified in this Agreement, payment obligations are non-cancelable, and fees paid are non-refundable.

(b) Purchases from Authorized Resellers. If the Products or Services are purchased from an Authorized Reseller, Customer shall pay such fees only to the Authorized Reseller in accordance with the commercial terms agreed between Customer and Authorized Reseller.

(c) Direct Purchases from Infoblox.

(i) Payment Terms. All payments to Infoblox will be made in US Dollars within thirty (30) days of the invoice date. Any amounts not paid when due shall bear interest at a rate of 1.5% per month or the legal maximum, whichever is less.

(ii) Taxes. All fees listed in an Order are net after and exclusive of all sales, use, value-added, withholding, and other taxes and duties. If Customer is required to deduct or withhold any amounts from any payment due to Infoblox, then the amount payable shall be increased as necessary so that after making all required deductions and withholding, Infoblox receives an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer is responsible for all taxes, other than Infoblox's income and payroll taxes. Customer must provide Infoblox any direct pay permits or valid tax-exempt certificates prior to submitting its Order. If Infoblox is required to pay taxes (other than its income and payroll taxes), Customer will reimburse Infoblox for those amounts and indemnify Infoblox for any taxes and related costs paid or payable by Infoblox attributable to those taxes.

(iii) Prices. Prices for Infoblox's Products and Services shall be those set forth on Infoblox's then-current price list for Customer's region. Infoblox reserves the right to increase prices annually or change the price list from time to time. Except as expressly provided in an accepted Order, renewal of promotional or one-time priced subscriptions will be at the price set forth in Infoblox's applicable price list in effect at the time of renewal. Any renewal of a subscription with changed subscription volume will be subject to re-pricing at renewal regardless of the prior term's per-unit pricing.

(iv) Applicable Laws. Infoblox reserves the right to modify the payment terms in the Agreement in its sole discretion on an order-by-order basis, for purposes of compliance with applicable laws and Section 14 (Compliance with Laws) of this Agreement.

3. TERM; SUSPENSION; TERMINATION

(a) Term. The Agreement commences on the Effective Date and shall continue until terminated pursuant to the terms of this

Agreement or an Order. Licenses, subscriptions, or Services for a fixed term shall terminate upon the applicable expiration date set forth in the applicable Order (including any renewal or extension, each "**Term**"). If a license, subscription or Service is renewed as agreed by Customer and Infoblox, the then-current version of this Agreement as published by Infoblox shall govern. If Customer fails to renew a license, subscription or Service prior to the expiration date of the then-current applicable Term, and subsequently elects to renew, the renewal term shall retroactively start immediately following such expiration date. Infoblox may charge Customer a reinstatement fee of fifteen percent (15%) of the applicable annual Product or Service renewal fee which shall be due at the start of the renewal term.

(b) Suspension. Infoblox may suspend Customer's use of the Products or Services upon prior written notice to Customer: (i) if Customer fails to pay any undisputed amount when due; (ii) if Customer challenges Infoblox's intellectual property rights in the Products or Services; (iii) if Customer exceeds the scope or usage restrictions of any applicable license; or (iv) as necessary to prevent or investigate any material risk to the security or performance of the Products or Services, the network, or any other Infoblox customer, partner, or vendor. In addition, Infoblox may suspend Customer's use of the Products or Services without prior notice if Infoblox determines in its reasonable discretion that suspension is necessary to protect the security or integrity of the Products or Services, to avoid harm or significant risk to the Products or Services or other Infoblox customers, to prevent or stop illegal activity, or to comply with applicable laws, regulations, or law enforcement requests. In such a case, Infoblox will notify the Customer as soon as reasonably practicable and work in good faith to minimize any disruption to Customer. Any suspension will be lifted as soon as reasonably practicable once the reason for the suspension no longer exists. Customer's continuing obligation to pay fees shall not be affected by any such suspension. Infoblox's right to terminate for cause and all other rights and remedies it may have shall remain unaffected.

(c) Termination of Agreement for Cause. Either party may terminate this Agreement or any Order under this Agreement in the event that: (i) the other party commits a material breach of this Agreement or an Order hereunder and fails to cure such breach within sixty (60) days following written notice specifying the breach; or (ii) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; provided that, in the case of an involuntary petition, the party shall have sixty (60) days in which to vacate such petition. Infoblox may terminate this Agreement or any Order under this Agreement: (a) upon the failure by Customer to pay any amount due hereunder; provided that, Customer shall have ten (10) days to cure such monetary breach following written notice; or (b) if, in its sole discretion, Infoblox determines that (y) the Customer has violated, or taken steps that could reasonably result in a violation of applicable laws, including those set forth in Section 14 (Compliance with Laws); or (z) the Customer and/or recipient of such Product or Service is a Restricted Party (as defined in Section 14 (Compliance with Laws)). Except as set forth herein, all Orders are binding and no termination by either party is permitted.

(d) Effect of Termination. Upon termination of an Order, all rights and obligations of the parties under the Agreement will be extinguished, except Infoblox's accrued rights to payments and remedies for breach under this Agreement or applicable Addendum and any rights, obligations, or terms, which expressly or by their nature should survive termination, will survive and continue in full force and effect following termination. Infoblox and its licensors shall incur no liability for any damage, loss, or expenses of any kind incurred by Customer or a third party arising from any suspension or termination which complies with this Agreement regardless of whether Infoblox or its licensors are aware of any such damage, loss, or expenses.

4.   DATA

(a) Customer Data. Infoblox does not claim any ownership rights in any data, information, documents or other materials that Customer provides or prepares using the Products and Services, except as set forth in subsection (c) below or as otherwise set forth in an Addendum (collectively, ("**Customer's Data**"). Nothing in this Agreement will be deemed to restrict any rights that Customer may have to use and exploit Customer's Data. Customer hereby grants to Infoblox a non-exclusive, worldwide, royalty-free license to use, host, store, transmit, display, reproduce, modify, and make derivative works based upon Customer's Data in connection with Customer's use of the Products or Services and for the purpose of providing Products or Services to Customer and monitoring Customer's compliance with this Agreement. Customer represents and warrants that Customer has all rights in Customer's Data that are necessary and sufficient to grant the rights contemplated by this Agreement.

(b) User Data. Subject to applicable law, Infoblox may store and use certain data associated with authorized users, including IP addresses, stored session identifiers, metadata, and account credentials (collectively, "**End User Data**"). Customer agrees and consents to Infoblox's access, collection, transmittal, storage, monitoring, copying, processing, analysis and use of the End User Data and Customer's Data in order to administer and provide the Products or Services to Customer and to monitor compliance with this Agreement. Any individual contact information contained in End User Data will be treated in accordance with the Infoblox Privacy Policy.

(c) Vendor Data. Subject to applicable law and provided that Customer's organization is not identified and no personally identifiable information from Customer is disclosed, Infoblox shall have all right, title, and ownership interest in: (i) usage data

and patterns, performance data, and other metadata associated with the performance of and Customer's use of the Products or Services ("**Usage Data**"); and (ii) all data provided by Customer or users through access or use of the Products or Services that has been anonymized, aggregated, or de-identified ("**Anonymized Data**"). Infoblox shall be free to use such Usage Data and Anonymized Data for its own business purposes, including to supplement, test, or improve Infoblox's Products and Services or to publish such information in reports, analyses, and promotional materials. For the avoidance of doubt, Usage Data and Anonymized Data are not Customer's Data.

(d) Data Privacy and Processing. Each party shall comply with all applicable data privacy laws and regulations governing the protection of Personal Data in relation to their respective performance under this Agreement. If Infoblox processes Personal Data on Customer's behalf in connection with Products or Services provided under this Agreement, the parties agree that the Data Protection Agreement ("**DPA**") forms a part of this Agreement and is incorporated herein by reference and shall apply to the use of such Products or Services. For the avoidance of doubt, "**Personal Data**" has the meaning set forth in the DPA.

5. OWNERSHIP

All rights, title, or interest in and to the Products or Services, including any know-how and any part or improvement thereof, and all intellectual property in or to the foregoing shall remain solely with Infoblox or its licensors. Customer grants to Infoblox a worldwide, exclusive, transferable, sub-licensable, royalty-free license to use any suggestion, recommendation, feature request, or other feedback provided by Customer or on Customer's behalf related to the Products or Services (collectively, "**Feedback**"), and Infoblox shall be the sole owner of all right, title, and interest in any improvements, enhancements, or other modifications made to the Products or Services as a result of such Feedback. All rights not expressly granted to Customer are reserved for Infoblox, its Affiliates, or its licensors.

6. THIRD-PARTY AND OPEN SOURCE SOFTWARE

Products and Services may contain third-party components, including Open Source Software (collectively, "**Third-Party Software**"), which may be licensed under a proprietary third-party license or open source license ("**Third-Party Terms**"). Any Third-Party Software contained in Products or Services, as well as any applicable Third-Party Terms, will be set forth in the applicable Documentation. Notwithstanding anything to the contrary in the Agreement, the Third-Party Terms control solely with respect to the Third-Party Software.

7. WARRANTIES

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN ADDENDUM ATTACHED HERETO, INFOBLOX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AS WELL AS ANY CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. INFOBLOX HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY ON ITS BEHALF. IN NO EVENT DOES INFOBLOX WARRANT THAT ANY PRODUCT OR SERVICE WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS.

8. LIMITATION OF LIABILITY

(a) Disclaimer of Liability. IN NO EVENT WILL INFOBLOX OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER ARISING IN CONTRACT, TORT, STATUTE, EQUITY, STRICT LIABILITY, OR ANY OTHER THEORY, AND REGARDLESS IF INFOBLOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) FOR: (i) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES; (ii) ANY DAMAGES ARISING FROM LOSS OR CORRUPTION OF DATA, LOSS OF INCOME OR PROFITS, BUSINESS INTERRUPTION, SYSTEM DOWNTIME, LOSS OF PRODUCTION, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, OR FOR COSTS ASSOCIATED WITH DATA RECOVERY OR RE-CREATION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (iii) ANY DAMAGES, COSTS, OR EXPENSES ARISING FROM A FAILURE OR DELAY DUE TO MATTERS BEYOND INFOBLOX'S REASONABLE CONTROL.

(b) Limitation of Liability. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 9 (INDEMNIFICATION), IN NO EVENT WILL THE AGGREGATE LIABILITY OF INFOBLOX (TOGETHER WITH ITS AFFILIATES, LICENSORS, OR SUPPLIERS) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF THE FEES PAID OR PAYABLE TO INFOBLOX FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE.

(c) Survival. THE FOREGOING LIMITATIONS IN SUBSECTIONS (a) AND (b) ABOVE WILL: (i) SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND (ii) NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.   INDEMNIFICATION

(a) Defense and Indemnity. If a third party asserts a claim against Customer that a Product or Service provided under this Agreement infringes a trade secret or U.S. copyright or patent issued as of the Effective Date, Infoblox will defend Customer against or, at our option, settle such claim and pay amounts finally awarded by a court or arbitrator of competent jurisdiction against Customer or included in a settlement approved by Infoblox. Infoblox will not be responsible for any settlement it has not approved in writing.

(b) Notice. Customer must; (i) provide Infoblox with prompt written notice of such claim and allow Infoblox to assume sole control of the defense and settlement of the matter; and (ii) reasonably cooperate with Infoblox in the defense of the claim. Failure by Customer to provide Infoblox such notice or reasonable cooperation will release Infoblox from its obligations set forth in subsection (a) above if, and to the extent that, Infoblox is materially prejudiced by such failure.

(c) Exclusions. The foregoing obligations of Infoblox do not apply to the extent the alleged infringement arises from: (i) Products, Services, or portions or components thereof not supplied by Infoblox; (ii) Products or Services made or provided in whole or in part in accordance with Customer specifications, designs, or plans; (iii) Products or Services which have been modified by anyone other than Infoblox or its representatives, if the alleged infringement relates to such modification; (iv) the combination, processing, or use of Products or Services with third-party products, processes, or materials where the alleged infringement relates to such combination, process, or use; (v) use of the Products or Services in a manner inconsistent with the applicable Documentation; (vi) use of any version of a Product or Service other than the most current version or failure to timely implement any new release, update, or replacement of a Product or Service; or (vii) any willful infringement by Customer or failure by Customer to discontinue use of a Product or Service following notice from Infoblox.

(d) Injunction. If a permanent injunction is obtained against Customer's use of a Product or Service due to a third-party allegation of infringement, Infoblox will obtain for Customer the right to continue using the Product or Service or will replace or modify the Product or Service such that it is no longer infringing. If, in Infoblox's sole discretion, such remedies are not commercially feasible, Infoblox may refund a pro rata portion of any prepaid fees representing the remaining portion of any unused Service or Software subscription or, in the case of Hardware or Software licensed perpetually, the unamortized value of the affected Product based upon a straight-line five-year depreciation. In the event Infoblox provides a refund, Customer shall promptly return the affected Product. Infoblox may, at its sole discretion, provide the remedies specified in this subsection (d) to mitigate an alleged infringement prior to the issuance of a permanent injunction.

(e) Sole and Exclusive Remedy. This Section 9 (Indemnification) sets forth Customer's sole and exclusive remedy against Infoblox for any claim related to infringement of a third-party's intellectual property rights.

(f) Customer Indemnification. Customer will defend, indemnify and hold Infoblox harmless against any claims, actions or demands arising out of or relating to any acts or omissions of Customer or Customer's agents, Affiliates, or employees in connection with their activities under the Agreement including but not limited to any actions arising from: (i) an actual or potential breach of Section 14 (Compliance with Laws); or (ii) Customer becoming a Restricted Party (as defined in Section 14 (Compliance with Laws)).

10.   CONFIDENTIALITY

(a)   Confidential Information. "**Confidential Information**" means any nonpublic information disclosed by or on behalf of a party ("**Disclosing Party**") under this Agreement, including without limitation all current and future product information, customer information, computer programs, algorithms, methodologies, technical drawings, development plans, forecasts, strategies, policies,   financial information, pricing, and performance information about the performance or availability of the Products or Services, which: (i) is marked as "confidential," "proprietary," or a similar designation at the time of disclosure; (ii) if disclosed in non-tangible form, is identified as confidential or a similar designation at the time of disclosure; or (iii) consists of information that, by its nature or context, is sufficient to put the receiving party (the "**Recipient**") on notice of its confidential nature. This Agreement and the terms contained herein are Confidential Information.

(b)   Use of Confidential Information. Each party will treat Confidential Information of the other party as strictly confidential and protect it with the same level of care as its own Confidential Information, and never less than a reasonable standard of care. The Recipient shall not disclose any Confidential Information of the other party (the "**Disclosing Party**") to

any third-party except on a need-to-know basis to Recipient's employees, Affiliates, consultants, contractors, and financial, tax and legal advisors who are bound by confidentiality obligations and use restrictions at least as restrictive as those herein. A party may use and copy Confidential Information only as required to exercise rights or perform obligations under this Agreement. Confidential Information of either party disclosed prior to execution of the Agreement will be subject to this Section 10 (Confidentiality).

(c) **Exclusions**. The foregoing confidentiality obligations shall not apply to information that: (i) is generally available to the public without any wrongdoing or breach of this Agreement; (ii) is or becomes available to the Recipient from a source other than the Disclosing Party, provided that the Recipient has no reason to believe that such source is itself bound by a confidentiality obligation or that such source has obtained the information through any wrongful conduct; (iii) was lawfully in the Recipient's possession prior to receipt from the Disclosing Party without a corresponding obligation of confidentiality; (iv) is independently developed by the Recipient without the use of, or reference to, Confidential Information; (v) the Disclosing Party agrees in writing is free of confidentiality restrictions; or (vi) is required to be disclosed by a governmental agency or by law, so long as the Recipient promptly provides the Disclosing Party written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the Disclosing Party to limit the scope of the required disclosure.

11. FORCE MAJEURE

Except for Customer's payment obligations, neither party shall be liable or responsible to the other party nor be deemed to have breached this Agreement for any failure or delay in fulfilling or performing any obligation or condition of this Agreement, when such failure or delay is due in whole or in part to: (i) an event of Force Majeure; (ii) acts or omissions by the other party or its staff, officers, agents, or contractors that are in contravention of this Agreement (e.g., deliberate self-infliction, including deliberate downloading of viruses); or (iii) acts or omissions of any third-party not under the party's control. "**Force Majeure**" means any interruption, inability to access, delay or other failure, including due to fire, explosion, power blackout, earthquake, flood, severe storms, pandemic, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts or omissions of third party hosting services and internet carriers (or other problems inherent in the use of internet or electronic communications), acts or omissions of regulatory or governmental agencies, or any other similar cause beyond the reasonable control of the party whose performance is to be excused. Upon the occurrence of a Force Majeure event, the impacted party shall give the other party prompt written notice of the circumstances and shall take commercially reasonable steps (without incurring material costs) to remove or alleviate such impediments to its performance as soon as possible. Performance under the terms of this Agreement shall be suspended for such time as the Force Majeure event persists and shall resume as soon as practicable after the Force Majeure event has abated. If the performance of any obligation under this Agreement is delayed owing to any such causes for any continuous period of more than sixty (60) days, the party to whom performance is due may terminate this Agreement upon thirty (30) days written notice.

12. GOVERNMENT USE

If a Product or Service 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.

13. AUDIT

During the Term of any active Order or subscription under this Agreement and for a period of five (5) years following termination, Customer agrees to maintain accurate records documenting its use of the Products and Services sufficient to show compliance with the terms and conditions of this Agreement, as well as records sufficient to identify Products, the location of each copy of Products, and the location and identity of workstations or servers on which Products are installed. During regular business hours and upon at least fifteen (15) days' advance notice, Infoblox has the right to audit Customer's use of Products or Services to confirm compliance with the terms of this Agreement. The audit will be conducted in a manner to minimize interference with Customer's business activities. Customer will permit Infoblox or its auditor to access facilities, workstations, and servers and cooperate with Infoblox or its auditor to perform the audit. Infoblox and its auditor will comply with reasonable security regulations while on Customer's premises. Customer will, without prejudice to other rights of Infoblox, address any non-compliance identified by the audit including by paying any applicable additional fees for use of the Products or Services.

14. COMPLIANCE WITH LAWS

The parties will comply with all laws and regulations applicable to their respective performance under the Agreement.

(a) Anti-Corruption. Customer shall comply, and ensure the same by its Affiliates, employees, contractors, agents, or representatives with all applicable laws of any foreign agency or authority with respect to corrupt payments, including without limitation, the U.S. Foreign Corrupt Practices Act ("**FCPA**") and the U.K. Bribery Act of 2010, and will not take any action that would cause Infoblox to be in violation of the same. Customer represents that neither it nor its Affiliates, employees, contractors, agents, or representatives have received or been offered any illegal or improper bribe, kickback, gift, payment, or thing of value from Infoblox, an Authorized Reseller, or an employee, agent, or representative of Infoblox or an Authorized Reseller in connection with the Agreement. Customer shall immediately notify Infoblox of any actual or suspected violation of FCPA or other applicable anti-corruption laws by Customer (including its employees, representatives, or subcontractors) and shall hold Infoblox harmless from all losses, penalties and expenses resulting from such violation. Customer shall maintain complete and accurate books and records and shall implement internal accounting controls sufficient to ensure compliance with the FCPA.

(b) Export. Customer acknowledges that Products and Services are subject to export controls, including the Export Administration Regulations. Neither party will violate nor take any steps that would cause either party to violate any U.S. export controls (including, but not limited to, the EAR) or any U.S. economic sanctions (including the regulations and rules administered by the U.S. Department of the Treasury Office of Foreign Assets Control ("**OFAC**") and the U.S. Department of State), or any other applicable trade control laws. Customer will not export or re-export (directly or indirectly) any Products or Services: (i) without complying with the U.S. and other applicable export controls and economic sanctions; (ii) to any known or suspected Restricted Party; (iii) to Cuba, Iran, Myanmar (Burma), North Korea, Syria, Venezuela, Donetsk, Luhansk or Crimea Regions of Ukraine, or any other geography subject to comprehensive sanctions; (iv) for military end uses or to military end users in Russia or China or Myanmar (Burma); or (v) for any other end use or to any other end user prohibited under U.S. export controls. To the extent requested, Customer shall cooperate with Infoblox or its Authorized Reseller in ensuring compliance with export control laws and regulations, including submission of true and correct information regarding its identity and the end use upon request. "**Restricted Party**" means any person subject to U.S. or other applicable sanctions or export controls including: (a) any person or entity on a Restricted Party List; (b) any person or entity organized, resident, or located in Cuba, Iran, Myanmar (Burma), North Korea, Syria, Venezuela, Donetsk, Luhansk or Crimea Regions of Ukraine or any other geography subject to comprehensive sanctions; (c) any military end user or military-intelligence end user in China, Russia, or Myanmar (Burma); or (d) any entity, in the aggregate, owned 50% or more by one or more persons or entities, or controlled by persons or entities, identified in subsections (a) or (b). "**Restricted Party Lists**" means any U.S. or other applicable sanctions or export-restricted party lists including, but not limited to: (a) the OFAC List of Specially Designated Nationals and Blocked Persons; (b) the OFAC Sectoral Sanctions Identifications List; (c) the U.S. Department of Commerce Bureau of Industry and Security ("**BIS**") Entity List; (d) the BIS Denied Persons List; (e) the BIS Unverified List; (f) the BIS Military End Users List; (g) the U.S. Department of Defense List of Communist Chinese Military Companies; (h) the OFAC List of Chinese Military-Industrial Complex Companies; and (i) any such similar list as OFAC or BIS may issue from time to time. Customer shall immediately notify Infoblox of any actual or suspected violation of U.S. export controls or U.S. economic sanctions or other applicable trade control laws by Customer (including its employees, representatives, or contractors) and shall hold Infoblox harmless from all losses, penalties, and expenses resulting from such violation. For the avoidance of doubt, violation of U.S. export controls, U.S. economic sanctions, or other applicable trade control laws by Customer (including its employees, representatives, or contractors), shall be deemed a material breach of the Agreement. Upon five (5) days' prior written notice from Infoblox, Customer shall make all records, documentation, and information available to Infoblox and/or its authorized auditing agents and representatives for purposes of auditing compliance with laws, including this Section 14 (Compliance With Laws), during normal business hours for the duration of the Agreement and for a period of five (5) years thereafter.

15.   MISCELLANEOUS

(a)   End-Of-Life. Infoblox may discontinue Products or Services in accordance with its End-Of-Life Policy.

(b)   Notices. Unless otherwise specifically provided in the Agreement, all notices under this Agreement shall be in writing and sent by international overnight courier or prepaid certified or registered U.S. mail, and in the case of notices sent to Infoblox, shall be sent to:

> Infoblox Inc.
> Attn: Legal Department
> 2390 Mission College Boulevard, Suite 501
> Santa Clara, California 95054

Notices to Customer will be sent to the address set forth on the applicable Order or, in the case of Services, by posting a notice in the applicable Services portal.

(c) **Relationship**. Notwithstanding anything else set forth herein to the contrary, the relationship between Customer and Infoblox is an independent contractor relationship only, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or any other agency relationship between the parties.

(d) **Assignment**. Neither party may assign, transfer, or sublicense the Agreement or any obligation or benefit under this Agreement without the prior 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 an Affiliate or to an acquirer of or successor to the business unit making use of the Products, or of all or substantially all of the party's equity, assets or business.

(e) **Subcontractors**. Infoblox may use its Affiliates or other sufficiently qualified subcontractors to fulfill Infoblox's obligations under the Agreement, provided that Infoblox remains responsible to Customer for such subcontractor's performance.

(f) **Publicity**. Customer agrees that Infoblox may refer to Customer as a client and may use Customer's company name, logo, and a description of services in marketing and sales activities. Infoblox will not disclose any confidential or sensitive information without the prior written consent of Customer.

(g) **Governing Law; Venue**. The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the State of California, without reference to its conflicts of law principles. All disputes arising out of or in connection with the Agreement, including the formation, interpretation, amendment, breach, or termination thereof, shall be finally settled under the rules of arbitration of JAMS by one or more arbitrators appointed in accordance with such rules in the English language. The seat of such arbitration shall be Santa Clara, California. Nothing in this subsection (g) shall restrict the right of the parties to seek interim relief or interim measures in any court of competent jurisdiction. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney fees.

(h) **Construction**. The titles of the sections of this Agreement are for convenience only and shall not affect the interpretation or construction of any section. The language used in this Agreement is the language chosen by the parties hereto to express their mutual agreement. Any rule of construction requiring the resolution of ambiguities against the drafting party shall not apply in interpreting the Agreement. The word "include" (and variations thereof) is not a term of limitation.

(i) **Severability**. If any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

(j) **Waiver**. The failure of a party to enforce its rights under the Agreement shall not be construed as a waiver of the right to enforce such rights in the future. In the event a party waives enforcement of any term of the Agreement, such waiver shall not be deemed or construed as a waiver of such terms for the future.

(k) **Amendment**. This Agreement may only be modified or amended in a written document signed by authorized signatories of both parties.

(l) **Entire Agreement; Conflict**. This Agreement, together with any applicable Addenda or Orders, represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, negotiations, understandings, or discussions, whether oral or written, among the parties relating to the subject matter of the Agreement, as well as past dealing or industry standards. If there is any conflict or inconsistency between this Agreement, an Addendum, and an Order, such conflict or inconsistency will be resolved by giving precedence: (i) first, to the Addendum; (ii) second, to the Agreement, including any documents incorporated by reference; and (iii) third, to the Order (unless an Order expressly states that it overrides the Agreement). Notwithstanding the above, if there is a separate signed agreement between Customer and Infoblox that applies to the purchase of the Products or Services referenced in an Order, then the applicable terms of the signed agreement will supersede and control over the conflicting terms herein.

16. DEFINITIONS

(a) "**Addendum**" means a set of Product or Service-specific terms that attach to this Agreement and apply to any Order for the respective Products or Services, as defined in the Addendum and/or such Order, and published at https://www.infoblox.com/company/legal/.

(b) "**Affiliates**" means (i) any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

(c) "**Authorized Reseller**" means an individual or entity that has been authorized by Infoblox to sell Products and/or Services to end customers.

(d) "**Cloud Services**" means subscription services that can be accessed by using Infoblox's BloxOne Cloud Services Platform, related applications, content, technology, or information, made available by Infoblox through the portal (collectively, "**CSP**") and provided under an Order.

(e) "**Control**" means ownership of, or the power to vote, more than fifty percent (50%) of the outstanding shares of any class of voting security, control in any manner over the election of a majority of the directors, or of individuals exercising similar functions, or the power to exercise a controlling influence over the management of another entity.

(f) "**Documentation**" means the applicable Product or Service documentation, including user guides, operating manuals, technical specifications, training guides, API information, and Product or Service descriptions published by Infoblox at https://docs.infoblox.com/, and updates or modifications thereto and copies thereof.

(g) "**Open Source Software**" means software subject to an open source license, which requires as a condition for redistribution of such software, including modifications thereto, that the: (i) redistribution be in source code form or be made available in source code form; (ii) redistributed software be licensed to allow the making of derivative works; or (iii) redistribution be at no charge.

(h) "**Order**" means a document, order form, purchase order, statement of work, or other similar transactional instrument, whether provided in hard copy, electronically, or made available online, that has been accepted by Infoblox and sets forth the Products and/or Services to be purchased by Customer.

(i) "**Product**" and "**Products**" means any of the Infoblox products, including hardware, appliances, firmware, software, software provided as a service, data feeds, or application programming interfaces ("**APIs**"), including updates, modifications, and all copies thereof.

(j) "**Professional Services**" means consulting, implementation, or training services for Products and Services as described in an Order.

(k) "**Service**" or "**Services**" means Support, Professional Services, or Cloud Services made available for Customer's use online or specified in an applicable Order.

(l) "**Support"** means the Product maintenance and technical support services provided by Infoblox under an Order as described https://www.infoblox.com/company/legal/terms-premium-maintenance/.

**NIOS and NetMRI SUPPLEMENTAL
TERMS AND CONDITIONS**

Rev. Dec. 2021

This Software Addendum to the Master Purchasing Agreement sets forth additional terms and conditions that govern the sale and use of Infoblox's Software, including but not limited to NIOS and NetMRI. If Customer does not accept the terms of the Addendum, it must not use Software and shall delete or return the same to Infoblox or the applicable Authorized Reseller. Capitalized terms shall have the meaning ascribed to them in Section 5 or elsewhere in this Addendum or the Master Purchasing Agreement.

1.   DELIVERY

(a) **Delivery**. Delivery of Software occurs when Infoblox makes the Software available to Customer for download ("**Delivery**"), as notified via email or from a web portal specified by Infoblox. Software is deemed accepted on the Delivery Date, subject to applicable limited Software warranty set forth below.

2.   USE OF SOFTWARE

(a)   **License**. Software is licensed, not sold. Subject to compliance with the Agreement, Infoblox grants to Customer, its Affiliates, and their respective employees and subcontractors a non-exclusive, non-transferable, non-sublicensable, revocable license to install and operate the number of copies of Software for which Customer has purchased a license, as set forth in the Order, (i) in object code format only, (ii) solely for Customer's own internal business purposes, and (iii) in accordance with any applicable capacity limitations or other use restrictions set forth in the Order ("**Software License**"). The Software License is granted only for the license term listed in the Order.

(b) **No Support**. The Software License does not include Support or any license, access, or use rights to any other Product or Service, which must be purchased separately from Infoblox or an Authorized Reseller. Infoblox may make updates or patches available to Software customers with a current Support contract and subject to Infoblox's Support Addendum. Notwithstanding the foregoing, for a period of ninety (90) days, customers may access Infoblox's self-service support portal at support.infoblox.com for installation and configuration documentation.

(c) **Proprietary Rights in Software**. Software constitutes confidential, trade secret information of Infoblox. Except for the limited license rights set forth in this Addendum, Infoblox and its licensors retain all right, title, and interest in the Software and Documentation.

(d) **License Restrictions**. Except to the extent such restrictions are prohibited by applicable law, Customer will not, and will not facilitate or permit any other party, directly or indirectly, to (i) transfer, sublicense, resell, or otherwise distribute Software to any third party; (ii) copy Software except as necessary to install and operate the authorized number of copies and to maintain a reasonable number of back-up copies for archival purposes; (iii) modify, decompile, disassemble, recompile, or reverse engineer Software or otherwise gain or attempt to gain access to the underlying Software source code or algorithms; (iv) alter, incorporate in works, or create derivative works of Software; (v) use Software for purposes of competing with Infoblox, including for competitive analysis, benchmarking, or marketing; or (vi) use Software except in accordance with the Documentation.

(e) **Customer Responsibilities**. Customer is solely responsible for the security of its systems and the protection of Customer Data and User Data residing on its systems, including taking reasonable steps to back-up and protect Customer Data and User Data against loss or corruption.

3.   WARRANTY

(a) **Limited Software Warranty**. Infoblox warrants that during the Software Warranty Period, Software will function in material conformance with the applicable Documentation (the "**Limited Software Warranty**"). Customer may make a claim for breach of this Limited Software Warranty at any time during the Software Warranty Period by contacting the Infoblox Global Support Center ("**GSC**") either by logging into Infoblox's support website or by telephone. Infoblox will use reasonable efforts to respond to warranty inquiries within one (1) business day of being contacted by Customer.

(b)   **Limited Software Warranty Claims**. For each claim for breach of the Limited Software Warranty received by Infoblox during the Software Warranty Period, Infoblox will, at its sole option: (i) repair the Software such that it meets the Limited

Software Warranty, (ii) replace the Software with functionally comparable Software, or (iii) refund the amount paid to Infoblox for the Software upon Customer ceasing use of and certifying deletion of or returning the Software, as applicable. If Infoblox replaces Software, the Software License for the previous Software shall automatically terminate upon Delivery of the replacement Software.

(c) **Warranty Exclusions**. The Limited Software Warranty does not cover malfunctions or defects resulting from (i) mishandling, improper use, failure to provide a suitable installation or operating environment, or neglect, (ii) use, maintenance, or storage of Software other than in conformity with the Documentation, (iii) modifications, repairs, enhancements, or alterations performed by anyone other than Infoblox or its authorized representative(s), (iv) interfaces or use with software or hardware supplied by Customer or a third party, or (v) errors, defects, or other issues that cannot be reproduced by Infoblox. If Infoblox reasonably determines that the returned Software does not contain the alleged defect or that a warranty exclusion applies, Customer shall pay or reimburse Infoblox, as applicable, for all costs of handling, transportation, and diagnostics at Infoblox's prevailing rates.

(d) **DISCLAIMER**. EXCEPT FOR THE FOREGOING LIMITED SOFTWARE WARRANTY, INFOBLOX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.   IN NO EVENT DOES INFOBLOX WARRANT THAT SOFTWARE WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTIONS. INFOBLOX HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF INFOBLOX.

4.   UPDATES AND UPGRADES.

(a) **Updates**. In addition to the Limited Software Warranty, during the Software Warranty Period, Infoblox will make available to Customer Updates for the Software that are generally released by Infoblox during such period. This obligation does not include Upgrades. Customer must separately purchase Support Services to receive Upgrades or to receive Updates after the Software Warranty Period.

(b) **Upgrade Services**. Infoblox may make available Upgrade services for selected Software for an additional fee. If Customer purchases Upgrade services and installs or activates a successor version of Software previously licensed, the successor version replaces the previous Software and the Software License for the previous Software shall automatically terminate. Customer does not retain any right of use or otherwise to the previous Software after installation or activation of a successor version of such Software. Any Upgrade or successor Software provided is subject to the Software License applicable to the previous Software.

5.   DEFINITIONS.

(a) "**Software**" means software programs, including any Updates, Upgrades, modifications, revisions, copies, related Documentation, and design data provided pursuant to an Order.

(b) "**Software Warranty Period**" means a ninety (90) day period commencing upon Delivery of the Software.

(c) "**Update**" means a Software release consisting of error corrections and patches that is generally made available by Infoblox to Customers with a current Maintenance Services subscription without an additional charge.

(d) "**Upgrade**" means a Software release containing new enhancements, features, or functionality that Infoblox may make available to Customers for an additional fee.