

## MASTER CUSTOMER AGREEMENT – Web Version

This Master Customer Agreement (“MCA”) is between Infoblox Inc., 2390 Mission College Blvd., Suite 501, Santa Clara, CA 95054, or its applicable subsidiary (“Infoblox”) and the customer identified in an Order (“Customer”). Each is a “Party,” together the “Parties.” This MCA sets forth the general terms under which Infoblox will provide, and Customer may access and use, the Products and Services as described in applicable Orders and Addenda.

Customer accepts this Agreement by (i) signing it, (ii) clicking to accept where presented, (iii) placing an Order (directly or via an Authorized Reseller) that incorporates or references this Agreement, or (iv) accessing or using the Products or Services. If the Parties sign this Agreement, the “Effective Date” is the date of the last signature. Otherwise, the “Effective Date” is the earliest of the other acceptance events above. If Customer does not accept, it must not use any Products or Services and must promptly delete, discontinue access to, or return them. Capitalized terms are defined in Section 10 (Definitions) or elsewhere in the Agreement. “Agreement” means this MCA together with any Addendum and any accepted Order(s).

### 1) ORDERS; AFFILIATES

**Orders.** Customer (and its Affiliates) may purchase Products or Services by submitting an Order. Infoblox may accept an Order by written confirmation or by fulfillment. Each accepted Order incorporates this MCA and any applicable Addendum and forms a separate agreement for the Products/Services specified. Customer will pay all fees stated in each Order to the Authorized Reseller under commercial terms agreed directly between Customer and the Authorized Reseller.

**Affiliate Participation.** If a Customer Affiliate places an Order, (a) Customer is jointly and severally liable for that Affiliate’s obligations; and (b) Infoblox may decline the Order or require reasonable credit review or financial assurance. For that Order, references to “Customer” mean the executing Affiliate (without limiting Customer’s joint obligations).

### 2) SCOPE OF USE

**Grant.** Subject to compliance with this Agreement, Infoblox grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the specified Product or Service during the Order Term, as further governed by the applicable Addendum (which controls in case of conflict). Unless the MCA, an applicable Addendum, or the Order prohibits it, Customer may allow its Affiliates, employees, and permitted third parties to access and use the Products or Services on Customer’s behalf.

**Responsibilities.** Customer is responsible for use by its Affiliates, Authorized Users, employees, and permitted third parties; will use commercially reasonable efforts to prevent and remediate unauthorized use and will promptly notify Infoblox of any such use; will obtain and maintain required rights/consents; and will comply with all applicable laws.

### 3) INTELLECTUAL PROPERTY RIGHTS; DATA PRIVACY

**Infoblox IP Rights.** Infoblox and its licensors own all rights, title, and interest in the Products and Services (including derivatives, improvements, and related IP). If Customer provides Feedback, Customer grants to Infoblox a worldwide, exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free license to use it, and owns all resulting improvements. Feedback does not include and is not considered Customer

Confidential Information. Except as expressly stated, no other rights are granted. Subject to applicable law, Infoblox owns all right, title, and interest in Usage Data and may collect, generate, process and use Usage Data, for its business purposes, including operating, supporting, testing, improving, and developing the Products or Services, and publishing aggregated reports and analyses. When Usage Data is used for analytics, AI training, threat intelligence, or publication, Infoblox will ensure it is in anonymized, de-identified, and/or aggregated form such that it cannot reasonably be used to identify Customer or any individual. For clarity, Usage Data is not Customer Data.

**Customer IP Rights.** Customer owns all Customer Data, which is Customer's Confidential Information.

Customer grants Infoblox a non-exclusive, worldwide, royalty-free license to process Customer Data, including hosting, storing, transmitting, displaying, reproducing, modifying, and creating derivative works, to provide the Products or Services and to monitor compliance with this Agreement. Customer represents and warrants that it has the rights necessary to grant this license.

**Data Privacy.** Subject to applicable law, and, as applicable, in accordance with the [Data Processing Agreement](#) ("DPA") and the [Infoblox Privacy Policy](#), Customer consents to Infoblox processing Customer Data to operate and provide the Products or Services and to monitor compliance with this Agreement. Where Infoblox processes Personal Data on Customer's behalf, the DPA is incorporated by reference and governs such processing. "Personal Data" has the meaning given in the DPA.

#### **4) CONFIDENTIALITY OBLIGATIONS**

**Definition & Protection.** "Confidential Information" means nonpublic information disclosed by or for a Party ("Disclosing Party") in connection with this Agreement, including this Agreement and its terms. The receiving Party ("Receiving Party") will protect Confidential Information with at least the same degree of care it uses for its own confidential information, but not less than reasonable care, and may disclose it only to its Affiliates, employees, and third-party representatives who need to know it for this Agreement and are bound by protections no less stringent. The Receiving Party may use Confidential Information only to exercise rights or perform obligations hereunder.

**Exclusions.** Confidentiality obligations do not apply to information that: (a) becomes public without breach of this Agreement; (b) is rightfully received from a third party without duty of confidentiality; (c) was known without restriction before disclosure; (d) is independently developed without use of the Confidential Information; (e) is released in writing by the Disclosing Party; or (f) must be disclosed under law or government order, provided prompt notice is given (if legally permitted) and reasonable cooperation is provided to limit disclosure.

#### **5) TERM; SUSPENSION; TERMINATION**

**Term.** This Agreement begins on the Effective Date and continues until terminated in accordance with this Agreement. Each license/subscription/Service under an Order lasts for its stated duration, including any renewals or extension periods (the "Order Term"). If Customer renews after expiration, the new term begins the day after the prior term ends. Infoblox may charge a reinstatement fee of 15% of the applicable annual Product or Service renewal fee, due at the start of the renewal term.

**Suspension.** Infoblox may suspend access (in whole or part) if: (a) suspension is needed to address a material security or performance risk; or (b) required by law/regulation or law-enforcement request; or (c) as otherwise

set forth in the applicable Addendum. Infoblox will notify Customer as reasonably practicable, use commercially reasonable efforts to minimize disruption, and lift the suspension when the cause is remedied.

**Termination for Cause.** Either Party may terminate this Agreement or any Order if the other Party: (a) materially breaches and fails to cure within 60 days after receiving written notice; or (b) becomes subject to bankruptcy/insolvency proceedings and (for an involuntary petition) fails to secure dismissal within 60 days. Infoblox may also terminate for Customer's: (i) non-payment (to Infoblox or the Authorized Reseller, as applicable) not cured within 10 days after sending written notice; or (ii) violation of applicable law. Except as expressly stated, Orders are binding for their Order Terms and not cancellable. Termination of one Order does not affect others unless stated.

**Effect.** Upon termination (or expiration) of the Agreement or an Order, all rights and licenses thereunder cease, except that (a) each Party's accrued rights, remedies, and obligations (including any fees accrued but unpaid) survive; and (b) any provisions that expressly, or by their nature, survive will continue in effect.

## **6) WARRANTIES**

Infoblox represents and warrants that: (a) it is duly organized, validly existing, and has authority to enter and perform the Agreement; (b) Services will be performed in a professional and workmanlike manner by qualified personnel; (c) Products/Services, when used per the Documentation, will materially conform to the Documentation; and (d) prior to delivery, Infoblox will use commercially reasonable efforts (including then-current reputable antivirus scans) to detect malicious code, and to Infoblox's knowledge, Products/Services as delivered will not contain malicious code intended to materially impair Product/Service or Customer systems.

**DISCLAIMER.** EXCEPT AS EXPRESSLY STATED ABOVE OR IN AN APPLICABLE ADDENDUM, INFOBLOX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY COURSE OF DEALING OR USAGE OF TRADE. INFOBLOX DOES NOT WARRANT THAT PRODUCTS OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

## **7) LIMITATION OF LIABILITY**

**Indirect Damages.** NEITHER PARTY (NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS) WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, FOR LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, SYSTEM DOWNTIME, LOSS OF PRODUCTION, OR OTHER COMMERCIAL/ECONOMIC LOSSES, OR FOR COSTS OF DATA RECOVERY/RE-CREATION OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

**Cap.** THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE FOR THE PRODUCTS/SERVICES GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

**Exceptions.** THE CAP ABOVE DOES NOT APPLY TO: (a) CUSTOMER'S PAYMENT OBLIGATIONS (SECTION 1); (b) CUSTOMER'S LIABILITY FOR OUT-OF-SCOPE USE; (c) INDEMNIFICATION OBLIGATIONS (SECTION 8); (d) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, PERSONAL INJURY OR DEATH; OR (e) LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.

## **8) INDEMNIFICATION**

**By Infoblox.** Infoblox will defend Customer against any third-party claim that Customer's authorized use of the Products/Services infringes a patent, copyright, or trade secret ("IP Claim"), and will pay amounts finally awarded by a court or arbitrator or agreed in a settlement approved by Infoblox.

**Exclusions.** Infoblox's obligations do not apply to claims arising from: (a) items not supplied by Infoblox or an Authorized Reseller; (b) modifications not made by Infoblox; (c) use or combination with Customer Materials, or third-party products, processes, or data where the claim is based on such use/combination; (d) use contrary to Documentation; (e) use of other than the current version or failure to implement a required update/upgrade/replacement that would have avoided the alleged infringement; or (f) Customer's willful infringement or continued use of the affected Product after Infoblox provides notice to discontinue use due to the alleged infringement.

**Remedies.** To mitigate any alleged infringement prior to the issuance of a permanent injunction, or if an IP Claim bars Customer's use, Infoblox may, in its sole discretion, provide the following remedies: (a) procure the right for continued use; (b) modify or replace the affected item to be non-infringing; or (c) if not commercially feasible, refund (i) a pro-rata portion of prepaid fees for the remaining term, or (ii) for Hardware, the unamortized value based on straight-line five-year depreciation. Upon refund, Customer will cease use and, if applicable, return the affected items. This Section states Infoblox's sole liability and Customer's exclusive remedy for IP claims.

**By Customer.** Customer will defend, indemnify, and hold Infoblox harmless from third-party claims arising out of or relating to the Customer Materials.

**Process.** The indemnified Party must promptly notify the indemnifying Party, grant it sole control of the defense and settlement, and reasonably cooperate. Failure to do so relieves obligations only to the extent of material prejudice. Neither party may settle any claim without the other's prior written consent if the settlement (a) requires the other to admit liability, (b) imposes obligations on the other (other than payment by the indemnifying Party), or (c) does not provide a full release of the other.

## 9) MISCELLANEOUS

**End-of-Life.** Infoblox may discontinue Products or Services per its [End-of-Life Policy](#).

**Third-Party Components.** The Products or Services may include third-party components, including Open-Source Software, governed by the third-party licenses identified in the Documentation. This does not include separate third-party products or add-ons, including any Outside Licenses as defined in the applicable Addendum, that Customer chooses to use with the Products or Services. Those are governed by their own terms with the third-party provider.

**U.S. Government Use.** The Software and Documentation are "commercial computer software" and "commercial computer software documentation" under DFARS 227.7202 and FAR 12.212. Use by the U.S. Government is governed solely by this Agreement.

**Generative AI (GenAI).** To the extent that the Products incorporates any Generative AI feature, Infoblox will ensure that any such feature is identified in the user interface and/or the Documentation and Infoblox's use of the GenAI will be in accordance with applicable law and the terms of this Agreement.

**Records.** During the Term and for two (2) years after termination, Customer will maintain records sufficient to demonstrate compliance with this Agreement and will permit Infoblox (or its agent) to review such records on reasonable notice. Customer will promptly address any non-compliance, including payment of applicable fees.

**Force Majeure.** Except for payment obligations, neither Party shall be liable for any failure or delay in performing under the Agreement to the extent caused by events beyond its reasonable control, including (i) acts of God; (ii) fire or explosion, (iii) unusually severe weather; (iv) war, invasion, riot or other civil unrest; (v) governmental laws, orders, restrictions, actions, embargoes or blockages; and (vi) injunctions, strikes, lockouts, labor trouble or other industrial disturbances. The affected Party must promptly notify the other Party of the force majeure condition and use reasonable efforts to eliminate the cause and resume performance of its obligations as soon as possible. Performance is suspended for the event's duration; if it continues for 60 consecutive days, the other Party may terminate on 30 days' written notice.

**Export.** The Products and Services, and each Party's activities under this Agreement, are subject to U.S. and other applicable export control and sanctions laws (including the EAR and regulations administered by OFAC and the U.S. Department of State). Each Party will comply with such laws and will not cause the other to violate them. Neither Party will export, re-export, or provide the Products, Services, or related technical data: (a) except in compliance with applicable export and sanctions laws; (b) to any Restricted Party; (c) to Cuba, Iran, Myanmar (Burma), North Korea, Venezuela, or the Crimea, Donetsk, or Luhansk regions of Ukraine, or any other comprehensively sanctioned jurisdiction; (d) for military end uses or to military or military-intelligence end users in Russia, China, or Myanmar (Burma); or (e) for any other prohibited end use or end user under U.S. export controls. On reasonable request, each Party will provide accurate end user/end use or other information needed to confirm compliance and will promptly notify the other of any actual or suspected violation in connection with this Agreement. A violation of this Section by either Party is a material breach.

**Notices.** Notices to Infoblox must be sent to: Infoblox Inc., Attn: Legal Department, 2390 Mission College Boulevard, Suite 501, Santa Clara, CA 95054. Notices to Customer will be sent to the address in the applicable Order or, for Services, by posting in the Services portal.

**Relationship.** The Parties are independent contractors with no authority to bind, obligate, or make commitments on behalf of the other Party. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, fiduciary, or employment relationship between the Parties.

**Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to an Affiliate or to a successor to the assigning Party's relevant business (whether by merger, asset or equity sale, or otherwise). Any prohibited assignment is void. Permitted assignees must assume all obligations.

**Subcontractors.** Infoblox may use Affiliates and qualified subcontractors and remains responsible for their performance.

**Publicity.** Infoblox may list Customer as a client and use Customer's name, logo, and a brief description of services in general marketing and sales materials. Customer may revoke this right on 30 days' written notice. No confidential or sensitive information will be disclosed without prior written consent.

**Governing Law; Arbitration.** California law governs, without regard to conflicts-of-law rules. All disputes arising out of or in connection with this Agreement will be finally resolved by arbitration under JAMS rules, in English, seated in Santa Clara, California, before three or more arbitrators. Either Party may seek interim relief in any court of competent jurisdiction. The prevailing Party in an action to enforce this Agreement is entitled to reasonable costs and attorneys' fees.

**General; Construction; Entire Agreement.** Section titles are for convenience only. No rule of strict construction against the drafter applies. "Including" means "including without limitation." If any provision is held invalid or

unenforceable, it will be enforced to the maximum extent permitted, and the remainder will remain in effect. A waiver must be in writing and is not a continuing waiver unless expressly stated. Any terms in Customer purchase orders or other forms are expressly rejected, have no force or effect, and are for administrative purposes only. Changes to this Agreement must be in a writing signed by authorized signatories of both Parties. This MCA, together with applicable Addenda and Orders, is the Parties' entire agreement on its subject matter and supersedes prior or contemporaneous proposals, understandings, and communications. In case of conflict: (1) the applicable Addendum controls; then (2) this MCA; then (3) the Order (unless the Order expressly overrides this MCA).

## 10) DEFINITIONS

**Addendum:** Product/Service-specific terms incorporated into this Agreement and published at <https://www.infoblox.com/company/legal/>.

**Affiliate:** With respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party, where "control" means (i) ownership of, or the power to vote, more than fifty percent (50%) of the outstanding voting securities; (ii) control over the election of a majority of directors (or individuals with similar functions); or (iii) the power to exercise a controlling influence over management.

**Artificial Intelligence or AI:** A machine-based system that, for human-defined objectives, makes predictions, recommendations, or decisions that influence real or virtual environments, and includes systems defined as AI by applicable law or regulation.

**Authorized Reseller:** An Infoblox-authorized reseller (including an app store or cloud marketplace).

**Customer Data:** Any data, information, documents, or other materials that Customer provides or transfers to Infoblox for use in connection with the Products or Services.

**Customer Materials:** Customer Data and any third-party offerings or access credentials not provided by Infoblox that Customer uses with the Products or Services (including Outside Licenses).

**Documentation:** Applicable product/service documentation published at <https://docs.infoblox.com/> (as updated).

**Feedback:** Any suggestion, recommendation, feature request, or other feedback related to the Products or Services provided by Customer or on Customer's behalf.

**Generative AI (GenAI):** Artificial intelligence technology designed to generate new content, such as text, images, audio, or video, that resembles or imitates human-created material.

**Open-Source Software:** third-party open-source code that may be included with the Product/Service as listed in the Documentation in accordance with such open-source licenses; stand-alone use of that code is governed by the applicable open-source license, not this Agreement.

**Order:** An order form, purchase order, SOW, or similar instrument accepted by Infoblox specifying Products/Services.

**Out-of-Scope Use:** Any access to or use of the Products or Services that exceeds the license grant set out in Section 2 (Scope of Use), the applicable Order, or any controlling Addendum.

**Products:** Hardware, appliances, firmware, Software, cloud services, software-as-a-service, data feeds, and APIs (including updates and copies).

**Professional Services:** Consulting, implementation, or training services described in an Order.

**Restricted Party:** Any individual or entity that is: (a) listed on a Restricted Party List; (b) organized, resident, or located in a jurisdiction subject to comprehensive U.S. sanctions (currently Cuba, Iran, North Korea, Syria, and the Ukraine regions subject to comprehensive U.S. sanctions); (c) a military or military-intelligence end user in Belarus, Burma (Myanmar), Cambodia, China, Nicaragua, Russia, or Venezuela); or (d) owned 50% or more, or otherwise controlled, by one or more persons or entities described in clauses (a)–(c).

**Restricted Party List:** Any list of sanctioned, restricted, denied, debarred, or military-end-user parties maintained by the U.S. government or any other applicable sanctions authority, including any successor or equivalent lists.

**Services:** Support, Professional Services, or other services made available online or in an Order.

**Software:** Software programs (including updates, upgrades, modifications, and related Documentation) provided under an Order.

**Support:** Maintenance and technical support services described at <https://www.infoblox.com/company/legal/>.

**Usage Data:** (i) data about the operation and use of the Products or Services (e.g., logs, telemetry, performance metrics, threat indicators, and other operational metadata); and (ii) data derived from Customer or end-user interactions with the Products or Services, (e.g., IP addresses, session identifiers, metadata, and account credentials) collected or generated by the Products or Services.

**\*\*[Signature blocks appear on the next page if printed]\*\***

**SIGNATURES**

The Parties have executed this Agreement as of the Effective Date.

Infoblox Inc.

[Customer Legal Name]

By (Signature):

By (Signature):

Name (Print):

Name (Print):

Title:

Title:

Date:

Date: