

# **Infoblox Professional Services**

NIOS Grid Optimization Package Terms and Conditions <u>GENERAL</u>: These Additional Terms and Conditions supplement and are incorporated into the Professional Services Addendum set forth at <a href="https://www.infoblox.com/company/legal/infoblox-professional-services-addendum">https://www.infoblox.com/company/legal/infoblox-professional-services-addendum</a> (the "**PS Addendum**") with respect to the "Grid Optimization Package" Service. In the event of a conflict between the Professional Services Addendum and these Additional Terms, these Additional Terms shall control only with respect to the Service described below. Any terms not defined in the Additional Terms will have the meaning set forth in the Professional Services Addendum or the Master Purchasing Agreement.

### 1 Definitions

- a. "Covered Products" means Customer's installed base of Infoblox DDI family of products (including products for DNS, DHCP, and IPAM), as purchased by Customer. The Services in this document are sold separately and are provided by separate Professional Services resources.
- b. "Customer" means the Product user purchasing the Services. If Customer is a service provider purchasing the Services in support of an end customer, then "Customer" refers only to the service provider business unit personnel providing services to the specific end customer associated with the underlying Services.

# 2 Description of Services

### 2.1 Project Logistics

Infoblox will perform the Services outlined in the "Project Scope" section below on a fixed price basis.

#### **Work Hours and Location:**

As defined in these Terms and Conditions, the standard workday consists of eight (8) work hours. Infoblox personnel will carry out their tasks remotely.

#### **Customer Responsibilities and Change Orders:**

The Customer is responsible for promptly fulfilling the responsibilities outlined in these Terms and Conditions. Infoblox will not be held accountable for any delays resulting from the Customer's failure to provide timely access, facilities, cooperation, or necessary information as requested. Any Customer delays, modifications to the approach or Services described in these Terms and Conditions, including the division of migration evolution(s), will necessitate a Change Order. Such changes could potentially incur additional time, travel, and Services fees for the Customer.

## 2.2 Project Scope

The following Services will be performed as part of these Terms and Conditions:

Task#	Description	Acceptance Criteria
1	Infoblox will conduct a comprehensive review of base configuration settings in the Infoblox Grid.  1. Grid Settings & Grid Security Settings.	Refer to the acceptance criteria outlined in tasks 2 & 3



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Task#	Description	Acceptance Criteria
	<ol> <li>DNS Settings.</li> <li>DHCP Settings.</li> </ol>	
2	Infoblox will draft a document detailing critical, high, medium, and low priority items that need to be addressed. This document will adhere to the standard format set by Infoblox.	The document will be considered accepted once it has been delivered to the customer.
3	<ul> <li>Infoblox will provide support to the customer in addressing and remediating critical, high, and medium priority findings.</li> <li>1. Assist the customer in resolving critical priority findings.</li> <li>2. Assist the customer in resolving high priority findings.</li> <li>3. Assist the customer in resolving medium priority findings.</li> <li>The remediation activities will be confined to a duration of eight (8) business hours.</li> </ul>	Assistance has been provided to remediate critical, high, and medium priority findings within the specified eight (8) business hours timeframe.

#### **General Assumptions**

- 1. The optimization services described are intended solely for a single Infoblox Grid. Engagements involving additional grids or systems fall outside the scope of this service.
- 2. Optimization, configuration, or troubleshooting of Advanced DNS Protection is outside the scope of this service.
- 3. Services related to DNS Traffic Control configurations or optimizations are not within the scope of this service.
- 4. Activities concerning Network Insight configurations or services are beyond the scope of this service.
- 5. All configurations, services, or optimizations associated with the BloxOne Cloud Products are explicitly outside the scope of this service.
- 6. While Professional Services strives to provide optimal support, we cannot guarantee assistance for issues arising from equipment or software we deem unsupported. Customers using such equipment or software do so at their own risk.

# 2.3 Out of Scope Activities

These Terms and Conditions do not allocate time for training, formal courses, educational materials, or certification. However, during the collaboration between Infoblox Professional Services and the Customer on project tasks, Infoblox expects to provide valuable knowledge transfer. This will involve informal opportunities to instruct Customer personnel on relevant Infoblox product functions within the areas identified in these Terms and Conditions.

Any task not outlined in Section 2.2 is out of scope.



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# 3 Roles and Responsibilities

### 3.1 Infoblox Project Management and Communication Responsibilities:

The Infoblox Project Manager will serve as the primary point of contact for all project-related matters and maintain constant communication with the Customer Project Manager/Lead throughout the project's duration. The following assistance will be provided to ensure effective project management:

#### a) Project Initiation:

- Facilitate a Project kick-off call to:
  - Review the project objectives.
  - Identify project timelines.
  - o Gather contact information for key project personnel.
  - Establish next steps.
- Provide a summary of the kick-off call via email to the Customer.

#### b) Project Plan Development:

- Collaborate with the Customer Project Manager in developing the Project Plan.
- Assist the Customer Project Manager in identifying the project timeline, tasks, and key dates.

### c) Project Status Reporting:

- Provide regular project status at a mutually agreed-upon interval.
- Coordinate project touch points with the Customer Project Manager/Lead.
- Maintain effective communication with the Infoblox and Customer technical teams to ensure up-to-date information.

#### d) Issue/Risk Management:

- Identify any potential project timeline or issue risks.
- Communicate with the Customer Project Manager/Lead regarding identified risks.
- Escalate issues within Infoblox as necessary to facilitate timely resolution.

#### e) Project Closeout:

- Review the project activities as per the agreed-upon scope.
- Conduct wrap-up activities to perform project closure.
- Define possible next steps for additional assistance as part of a new engagement.

# 3.2 Infoblox Project Team Responsibilities

### 3.2.1 General

- Provide a designated point of contact for the Customer project team.
- Assign qualified resources to perform the scoped activities.
- Respond to Customer requests within two (2) business days from the request date.

#### 3.2.2 Assist with Grid Configuration Gathering

- Backing up Grid Configuration for Analysis
- Providing proper programs to gather data from the Infoblox Grid

# 3.3 Customer Project Team Responsibilities

#### 3.3.1 General



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- Provide resource(s) to collaborate with Infoblox on the scoped activities.
- Designate a point of contact (Customer Project Manager / Lead) for the Infoblox project team
- Establish an Infoblox Support account and verify login credentials.
- Respond to Infoblox requests within two (2) business days from the request date.
- Share timeline for any freezes, on-hold period, etc. with the Infoblox team as part of the first week of the engagement.
- The Customer is responsible for providing all necessary access, information, and cooperation to facilitate the implementation and configuration of the products in scope.
   Active participation and timely response to Infoblox inquiries and requests are crucial to the project execution.
- The Customer will actively collaborate, provide necessary information, and coordinate
  with Infoblox to ensure the implementation of services configuration and enablement.
  Adherence to the guidance and timelines provided by Infoblox is crucial for the timely and
  effective completion of tasks.
- Participate in weekly status meetings for this project.

#### 3.3.2 Data Gathering Activities

Create all change control requests for data gathering activities as required.

# 4 General Assumptions

- a) Customer and Infoblox will work together to prioritize all work/tasks included in these Terms and Conditions.
- **b)** Services that are not explicitly specified to be provided under these Terms and Conditions are out of scope.
- c) Customer to perform all testing activities. Infoblox will assist with issue resolution activities as part of a jointly agreed upon and prioritized list.
- **d)** Scheduling Policy:
  - The Customer must provide ten (10) business days' prior notice to cancel or reschedule Service dates that have been previously scheduled.
  - If the Customer cancels or reschedules scheduled Service days with less than ten (10) business days' notice, Customer may incur additional consulting time and travel expenses.
  - Should the Customer ask for this project to be put on hold and need to resume project
    activities after a certain period of time, Customer must notify Infoblox, in writing, no less
    than ten (10) business days prior to the requested work restart date. Infoblox shall make
    commercially reasonable efforts to accommodate the customer requested restart date,
    subject to resource availability and other business considerations, and will notify the
    Customer, in writing, of the earliest date in which Infoblox resources can be available to
    resume work on the project. Infoblox cannot guarantee the same resource will be
    reassigned to the project.
- e) A Workshop is defined as any Consultant-led technical meeting scheduled for two (2) hours in duration. Kickoff calls, status calls, or project manager-led calls are not considered workshops.
- f) Documentation:
  - Unless explicitly specified, no formal documentation will be provided for this project.



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 Infoblox product and technical documentation can be accessed at: https://docs.infoblox.com.

### g) Knowledge Transfer:

- The knowledge transfer session provided during the implementation is not intended to replace formal training.
- Infoblox offers formal training programs for administrators, and it is highly recommended that the Customer takes advantage of this training before initiating their Infoblox project.
- Information about Infoblox training courseware can be found at: https://training.infoblox.com.

#### h) Working Hours:

- Work will be performed during normal business hours (8AM 5PM, Monday through Friday, Customer local time, excluding Infoblox and Customer recognized holidays).
- Any work to be performed outside of normal business hours must receive written authorization from the Customer.

### 5 Term and Termination

These Terms and Conditions will expire within six (6) calendar months from the Purchase Order Date (the "Term").

Even if some of the Services under these Terms and Conditions have been delivered, if there is a two (2) calendar-month period during the Term in which no Services under these Terms and Conditions are delivered, these Terms and Conditions will terminate and Infoblox shall have no further obligations with respect to these Terms and Conditions. Infoblox will charge the Customer for all delivered and in-flight Deliverables.

# **6** Payment Terms

#### 6.1 Fees

The project's fees and payment terms are specified in the quote provided to the Customer (where Customer purchased the Services directly from Infoblox), or the quote provided by the Reseller / Distributor to Customer (where Customer purchased the Services from the Reseller / Distributor).

#	Milestone	Invoice Amount
1	Upon receipt of PO	100% of purchase order amount

In the case where the Customer purchased Services from a Reseller or Distributor, Infoblox acknowledges that the Customer has made payment or will make payment to the Reseller or Distributor in advance, as per the agreement between Customer and Reseller or Distributor, as applicable. Infoblox will invoice the Reseller or Distributor (as applicable), in advance according to the agreement between Infoblox and the Reseller or Distributor, as applicable, based on the Fees table above.

If Customer purchased the Services directly from Infoblox, Infoblox will invoice the Customer for the Services based on the Fees table above.



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#### **Payment Schedule:**

Payments shall be made within thirty (30) business days after receipt of the invoice.

#### Refund and Credit:

Except in the event of termination for Infoblox's material breach, fees are not subject to refund or credit.

#### **Change Order Process:**

Any request for services outside the scope of these Terms and Conditions will be documented in a Change Order executed by both parties. The Reseller and Infoblox will agree upon changes in services or costs before executing additional work beyond the defined scope of these Terms and Conditions.

# 7 Change Management Process

### 7.1 Scope and Change Orders

If either party wishes to make changes to these Terms and Conditions, including but not limited to modifying the scope of work, assumptions, dependencies, or fees, such changes will only be effective upon mutual approval and execution of a "Change Order" describing the specific scope changes, possible changes to project timeline, and possible changes to project cost.

Infoblox will have no obligation to provide Services pursuant to a Change Order unless all parties to these Terms and Conditions have executed and signed a Change Order. This ensures that any modifications to these Terms and Conditions are documented and agreed upon by both parties, providing clarity and formalizing the changes to be implemented.

Any requests for services outside the scope of these Terms and Conditions will be documented in a Change Order agreed upon by both parties. A Change Order must be executed before performing such services or incurring costs beyond the scope of these Terms and Conditions.



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+1.408.986.4000