

COMMUNITY TAB PARTICIPATION AND USER TESTING AGREEMENT

This Community TAB Participation and User Testing Agreement, including the [Website Terms and Conditions](#), [Privacy Policy](#), and [Data Processing Addendum](#) hereby incorporated by reference (collectively, the "Agreement") is entered into as of the later date of signing set forth below ("Effective Date") and is by and between the member identified below ("Member") and the Infoblox entity identified below ("Infoblox"). Member and Infoblox are individually a "party" and, collectively, the "parties." Infoblox and Member hereby agree as follows:

1. **Community Forum and TAB Participation.** Infoblox makes available the Infoblox Community Forum available at <https://community.infoblox.com> (the "Forum") through which members can share experiences and information relating to Infoblox products and services. Membership in and use of the Forum is subject to the Community Website Terms and Conditions posted on the Forum. Infoblox, in its discretion, may invite selected members of the Forum to participate in technical advisory board activities to review current products or potential new Infoblox offerings, participate in discussions and provide feedback to Infoblox ("TAB Participants"). Member currently participates in the Forum and, subject to the terms of this Agreement, Member will act as a TAB Participant. As a TAB Participant, Infoblox may notify Member of specific product review projects and invite Member to participate. Acceptance of invitations and participation in review projects will be at Member's sole discretion. Notifications and communications will be by email or through the Forum communication systems. No compensation will be paid by Infoblox for Member's participation. Member is responsible for its own costs of participation; no travel or other expenses will be reimbursed unless separately agreed in writing for a specific project or activity.

2. **Infoblox User Testing Program.** The purpose of the user testing program is to understand how our customers use Infoblox's SaaS solutions. Your voluntary participation in this program will help Infoblox gather innovative feedback and deliver new features, functionality, and optimize ease of use for our valued customers. You may elect to participate if you are a current customer of the following SaaS solutions: **BloxOne Threat Defense or BloxOne DDI**. If you have any questions, please contact our UX Team at uxteam@infoblox.com. Your participation and/or enrollment is subject to approval by Infoblox and Infoblox may terminate your enrollment at any time. If you elect to participate in our program activities, tests, interviews, or communications, you must agree to the following:

Anticipated program activities include:

- You will be requested to perform certain user tests on a computer
- Your actions on the computer may be recorded
- We might also be asked to conduct an interview regarding the tasks you performed
- Your feedback, responses, and test results will be used by Infoblox to enhance our solutions

Your participation in the program and any requested test or interaction is voluntary, and:

- You can refuse to take part at any time.
- You can ask questions at any time.
- You may request to cancel your enrollment at any time
- No compensation will be paid by Infoblox for your participation

If you participate in any interview videos or other recorded sessions you authorize Infoblox to:

- take photographs or video that may contain your likeness, including but not limited to, your name, voice, signature, image (still or moving), or likeness (the "Content");
- take, record, publish or obtain testimonials or other statements from you (the "Statements"); and
- copy, modify, adapt, distribute, publish, display, exhibit and otherwise use, either in whole or in part, the Content and/or Statements for commercial and business purposes within an unrestricted geographic area.
- waive any right to royalties or other compensation arising from, or related to, the use of your image, likeness, or other intellectual property in any Content or Statements.
- grant an irrevocable, royalty-free, and exclusive license of unlimited duration to Infoblox to copy, modify, adapt, distribute, publish, display, exhibit and otherwise use, either in whole or in part, any and all of the Content or Statements for any purpose, including but not limited to, any rights of publicity or copyrights therein, and any business or commercial purpose.

3. **Term and Termination.** The "Term" of this Agreement shall begin on the effective date above and continue until terminated by either party. Either party may terminate this Agreement and Member's participation at any time, for any reason, by giving the other party 10 days' prior written notice (including notice by email or through Forum

communication systems). Sections 3 through 12 of this Agreement and any available remedies shall survive any termination or expiration.

4. **Evaluation Materials: Use and Restrictions.** For Member's participation in review projects, Infoblox may provide equipment, software, services, documentation, instructions or other materials (collectively, "Evaluation Material"). Some Evaluation Material may be equipment, software or other technology that has not been publicly announced or generally released by Infoblox ("Prerelease Evaluation Material"). Infoblox will provide instructions and checklists for the installation and testing of Evaluation Material, and Infoblox will notify Member of the evaluation period and end date ("Evaluation Period") for the review project. Subject to the terms of this Agreement, Infoblox grants to Member during the applicable Evaluation Period a non-sublicensable, nontransferable, nonexclusive right and license to install and operate the Evaluation Material provided by Infoblox solely for Member's internal testing use in accordance with the documentation supplied by Infoblox. No other licenses express or implied are granted. Except for the license above, Infoblox retains all right, title and interest relating to all Evaluation Material and related software, and shall own all copies, modifications and derivatives thereof. Member shall not transfer, disclose, lease, pledge, allow any lien or otherwise encumber the Evaluation Material. Member shall not transfer, copy, modify, reverse assemble, reverse compile or reverse engineer any software incorporated into or provided with the Evaluation Material, or otherwise attempt to discover any such software source code or underlying information. Member will return to Infoblox any hardware or equipment provided as part of Evaluation Material, at Infoblox's expense and in accordance with Infoblox's instructions. Member shall maintain the Evaluation Material in a secure and undamaged condition, in a setting and configuration appropriate for the proper use and functioning of the Evaluation Material. Member shall not remove or alter any names, markings or notices on the Evaluation Material.

5. **Feedback.** In its role as a TAB Participant, Member may provide results, information, ideas, suggestions and other feedback (collectively, "Feedback") relating to Infoblox products and services. Infoblox will notify Member of the requested manner and timing of Feedback for particular review projects, however provision of Feedback by Member is voluntary. Member agrees that Infoblox may freely use, commercialize and incorporate any Feedback provided by Member as a TAB Participant in Infoblox's development efforts without payment or attribution. Infoblox has no obligation to use or incorporate any Feedback provided by Member.

6. **Confidentiality.** Member acknowledges that, as a TAB Participant, it may obtain nonpublic information relating to the Evaluation Materials, Infoblox's product roadmap, development and release plans, and/or Infoblox's business (collectively, "Confidential Information"). Such Confidential Information shall belong solely to Infoblox. Confidential Information includes the existence and description of the Prerelease Evaluation Material, and any results and other information relating to testing or performance of Evaluation Materials. Member shall not use (except as expressly authorized by this Agreement) or disclose Confidential Information without the prior written consent of Infoblox unless such Confidential Information is or becomes part of the public domain without breach of this Agreement by Member. Member agrees to maintain the Evaluation Material and other Confidential Information in confidence. Member shall not, without the prior written consent of Infoblox, disclose or otherwise make available the Evaluation Materials, copies of any portion thereof, to any third party. Due to the unique nature of Infoblox's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder. Any breach of confidentiality may allow Member or third parties to unfairly compete with Infoblox resulting in irreparable harm to Infoblox, and therefore, that upon any such breach or threat thereof, Infoblox may seek injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law.

7. **Disclaimer.** Prerelease Evaluation Material has not been generally released for commercial use, and is not provided for use in a production environment. Member uses the Prerelease Evaluation Material at its own risk. Infoblox makes no representation or guarantee that the Prerelease Evaluation Material will be released or available as a product or service in their current form or otherwise; Prerelease Evaluation Materials remain subject to change. THE EVALUATION MATERIAL IS PROVIDED AS IS; INFOBLOX DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION MATERIALS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Limitation of Liability.** INFOBLOX SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, OR FOR ANY LOSS OR INACCURACY OF DATA, SYSTEM DOWNTIME OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY.

9. **Export Compliance; Government Use.** Member shall not export or re-export Evaluation Material except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. Evaluation Material is of United States origin and is provided subject to the U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Without limiting the foregoing, Member agrees that (i) it is not, and is not acting on behalf of, any person who is a citizen, national, or resident of, or who is controlled by the government of, Cuba, Iran, North Korea, Sudan, or Syria, or any other country to which the

United States has prohibited export transactions; (ii) it is not, and is not acting on behalf of, any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (iii) it will not use the Evaluation Material for, and will not permit the Evaluation Material to be used for, any purposes prohibited by law, including, without limitation, for any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

10. **No Conflicts.** Member represents and warrants that neither this Agreement nor the performance thereof will conflict with or violate any obligation of Member or right of any third party. Without limiting the foregoing, if Member is employed by a third party, Member represents and warrants that Member has obtained all consents from Member's employer that may be required to comply with policies and terms applicable to Member's employment, and Member will confirm such written consents if requested by Infoblox. In addition, Member shall comply with Infoblox's Code of Business Conduct and Ethics.

11. **Roadmap Information.** Statements, demonstrations and roadmaps and related information that may be provided by Infoblox, such as future releases, product features and new product introductions, are for informational purposes only and are based on Infoblox's current development efforts and plans. These development efforts and plans are subject to change based on changes in the overall market, changes in the demands of Infoblox's customer base or other factors such as the technical feasibility, market acceptance or profitability of a new product or feature. There can be no assurance that Infoblox will introduce the future products, features or enhancements described and Infoblox assumes no responsibility to introduce such products, features or enhancements. Member acknowledges that purchasing decisions are not to be made based on reliance on the timeframes or specifics regarding future products, features or enhancements outlined in any statements, demonstrations or presentations relating to Infoblox products and if Infoblox delays or never introduces future products, features or enhancements, Member's purchasing decisions would not be affected.

12. **Relationship of the Parties.** Notwithstanding any provision hereof, for all purposes of this Agreement, each party shall be and act as an independent contractor and not as a partner, joint ventures, agent or employee of the other and shall not bind nor attempt to bind the other to any contract. Member shall not be eligible to participate in any of Infoblox's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Infoblox may use and authorize the use of Member's name, likeness and biographical information on Infoblox's website, promotional materials and press releases. Member will be responsible for the payment of all federal, state and local income and employment taxes on any payments set forth in this Agreement.

13. **Miscellaneous.** This Agreement and the services performed hereunder are personal to Member and Member shall not have the right or ability to assign, transfer or subcontract any obligations under this Agreement without the written consent of Infoblox and any attempt to do so shall be void; provided, however, that Infoblox may freely assign this Agreement without notice or consent. This is the entire agreement between the parties with respect to the subject matter hereof and no changes or modifications or waivers to this Agreement shall be effective unless in writing and signed by both parties. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. Any legal notice shall be given in writing by overnight courier service or registered mail and addressed to the party to be notified at the address below, or at such other address as the party may designate by 10 days' advance written notice to the other party.

Acknowledged and agreed:

"Member"

"Infoblox"

[NAME]

INFOBLOX INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____