

INFOBLOX INC
Form SC 14D9
October 07, 2016
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 14D-9
(Rule 14d-101)

Solicitation/Recommendation Statement
under Section 14(d)(4) of the Securities Exchange Act of 1934

Infoblox Inc.
(Name of Subject Company)

Infoblox Inc.
(Name of Person(s) Filing Statement)

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Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

45672H104

(CUSIP Number of Class of Securities)

Jesper Andersen

President and Chief Executive Officer

Infoblox Inc.

3111 Coronado Drive

Santa Clara, California 95054

(408) 986-4000

(Name, address and telephone number of person authorized

to receive notice and communications on behalf of the persons filing statement)

With copies to:

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Check the box below if the filing relates solely to preliminary communications made before the commencement of a tender offer.

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Item 1. Subject Company Information

Name and Address

The name of the subject company is Infoblox Inc., a Delaware corporation (*Infoblox* or the *Company*). The address of Infoblox's principal executive office is 3111 Coronado Drive, Santa Clara, California 95054. The telephone number of Infoblox's principal executive office is (408) 986-4000.

Securities

The title of the class of equity securities to which this Solicitation/Recommendation Statement on Schedule 14D-9 (together with the exhibits and annexes hereto, as it may be amended or supplemented, this *Schedule 14D-9*) relates is Infoblox's common stock, par value \$0.0001 per share. As of September 30, 2016, there were 56,328,022 shares of Infoblox common stock issued and outstanding.

Item 2. Identity and Background of Filing Person

Name and Address

The name, business address and business telephone number of Infoblox, which is both the person filing this Schedule 14D-9 and the subject company, are set forth above under the heading *Item 1. Subject Company Information Name and Address*.

Tender Offer

This Schedule 14D-9 relates to the tender offer (the *Offer*) by India Merger Sub, Inc. (*Merger Sub*), a Delaware corporation and wholly owned subsidiary of Delta Holdco, LLC (*Parent*), a Delaware limited liability company, to purchase all of the issued and outstanding shares of the Company's common stock (the *Shares* and each, a *Share*) at a purchase price equal to \$26.50 per Share (the *Offer Price*), net to the seller in cash, without interest and less any applicable deductions or withholding taxes required to be withheld or deducted, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated October 7, 2016 (as may be amended or supplemented from time to time, the *Offer to Purchase*), and in the related Letter of Transmittal (as may be amended or supplemented from time to time, the *Letter of Transmittal*). The consummation of the Offer is subject to various conditions, including among others: (1) Shares having been validly tendered and received and not validly withdrawn prior to the Expiration Time (as defined in the Merger Agreement (as defined below)) that, when added to the Shares, if any, owned by Merger Sub or its affiliates, represent in the aggregate at least one share more than 50% of the Shares outstanding, (2) any waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (*HSR Act*), applicable to the transactions having expired or been earlier terminated and, all clearances and authorizations required by the antitrust laws of Germany having been obtained, (3) the absence of any restraint, injunction or prohibition by any order of competent jurisdiction or any other governmental authority of competent jurisdiction and the absence of any legal proceeding or law promulgated or deemed applicable to the transactions by any governmental authority of competent jurisdiction which prevents the consummation of the Offer or the Merger (as defined below), (4) the accuracy of the Company's representations and warranties contained in the Merger Agreement (subject to customary Company Material Adverse Effects (as defined in the Merger Agreement) and materiality qualifiers), (5) the Company's performance of its obligations under the Merger Agreement in all material respects prior to the Expiration Time, (6) the absence, since the date of the Merger Agreement, of any Company Material Adverse Effect that is continuing, (7) the completion of a specified marketing period for the debt financing Parent and Merger Sub are using to fund a portion of the aggregate Offer Price to be paid to tendering holders upon closing the Offer and to certain other holders

upon closing the Merger and (8) the receipt of the proceeds of the debt financing by Parent or irrevocable confirmation by lenders to Parent in writing that the debt financing will be funded and available if the equity financing is funded. The Offer is described in a Tender Offer Statement on Schedule TO (as may be amended or supplemented from time to time, the *Schedule TO*), filed by Merger Sub

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and Parent with the Securities and Exchange Commission (the *SEC*) on October 7, 2016. The Offer to Purchase and Letter of Transmittal are filed as Exhibits (a)(1)(A) and (a)(1)(B) to this Schedule 14D-9, respectively, and are incorporated herein by reference. Merger Sub and Parent are affiliates of Vista Equity Partners Fund VI, L.P. (*Vista Fund VI*).

The Offer is being made pursuant to an Agreement and Plan of Merger, dated as of September 16, 2016 (as it may be amended from time to time, the *Merger Agreement*), by and among the Company, Parent and Merger Sub. Following consummation of the Offer, the Merger Agreement provides that, among other things, upon its terms and subject to the satisfaction or (to the extent permitted by applicable law) waiver of each of the applicable conditions set forth therein, Merger Sub will be merged with and into the Company, with the Company surviving as a non-publicly-traded, wholly owned subsidiary of Parent (the *Surviving Corporation*) (the *Merger* and together with the Offer and the other transactions contemplated by the Merger Agreement (excluding the financing for the Offer and the Merger), the *Transactions*).

The Merger Agreement provides that the Merger will be effected pursuant to Section 251(h) of the General Corporation Law of the State of Delaware (*DGCL*), which permits completion of the Merger upon the irrevocable acceptance for payment by Merger Sub in the Offer of a number of Shares, when taken together with the Shares otherwise owned by Merger Sub or its affiliates that equal at least such percentage of the stock of the Company as would be required to adopt the Merger Agreement at a meeting of stockholders, which in the case of the Company is a number of Shares that, when added to the Shares, if any, owned by Merger Sub or its affiliates represent one Share more than 50% of the number of Shares that are then issued and outstanding. If the Merger is effected pursuant to Section 251(h) of the DGCL, no vote of the stockholders of the Company will be required to consummate the Merger.

The Company does not expect there to be a significant period of time between the consummation of the Offer and the consummation of the Merger. At the effective time of the Merger (the *Effective Time*), which, under the terms of the Merger Agreement, will take place no later than the date of, and immediately following, the payment for the Shares in the Offer, all remaining outstanding Shares not tendered in the Offer (other than Shares held by (1)(a) the Company as treasury stock and (b) Parent, Merger Sub or any direct or indirect wholly owned subsidiary of the Company or Parent or Merger Sub, which Shares shall be automatically cancelled and shall cease to exist, or (2) stockholders who are entitled to demand and properly demand appraisal rights in accordance with, and in compliance in all respects with the DGCL in connection with the Merger) will be cancelled and automatically converted into the right to receive an amount equal to the Offer Price (the *Merger Consideration*), without interest and less any applicable taxes required to be withheld. See *Item 3. Past Contacts, Transactions, Negotiations and Agreements Arrangements with Current Executive Officers and Directors of Infoblox Effect of the Offer and the Merger Agreement on Infoblox Compensatory Awards and the ESPP* below for a description of the treatment of Company stock options, Company time-based restricted stock units and Company performance-based restricted stock awards.

Merger Sub commenced (within the meaning of Rule 14d-2 promulgated under the Securities Exchange Act of 1934 (the *Exchange Act*)) the Offer on October 7, 2016. Subject to the terms and conditions of the Merger Agreement and the Offer, the Offer is initially scheduled to expire at 12:00 midnight, New York City time, at the end of November 4, 2016 (the *Expiration Time*). If at the Expiration Time any of the conditions to the Offer have not been satisfied or waived, Merger Sub may, and if requested by the Company, will, extend and re-extend the Expiration Time to permit the satisfaction of all Offer conditions, subject to certain specified circumstances in the Merger Agreement.

For the reasons described in more detail below, the board of directors of the Company (the *Board*) unanimously recommends that the Company's stockholders accept the Offer and tender their Shares pursuant to the Offer. See *Item 4. The Solicitation or Recommendation Background of the Merger Agreement; Reasons for Recommendation Reasons for the Merger*

The foregoing summary of the Offer, the Merger and the Merger Agreement is qualified in its entirety by the descriptions contained in the Offer to Purchase and the Letter of Transmittal as well as the full text of the Merger

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Agreement. Copies of the Merger Agreement, the Offer to Purchase and the Letter of Transmittal are filed as Exhibits (e)(1), (a)(1)(A) and (a)(1)(B), respectively, to this Schedule 14D-9 and are incorporated herein by reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement.

As set forth in the Schedule TO, the principal executive offices of Parent and Merger Sub are located at c/o Vista Equity Partners Management, LLC, Four Embarcadero Center, 20th Floor, San Francisco, California, 94111.

The information relating to the Offer, including the Offer to Purchase, the Letter of Transmittal and related documents (including, without limitation, the Merger Agreement) and this Schedule 14D-9 (including certain referenced documents), can be obtained without charge from the SEC's website at www.sec.gov.

Item 3. Past Contacts, Transactions, Negotiations and Agreements

Except as set forth in this Schedule 14D-9, as of the date hereof, to the knowledge of the Company, there are no material agreements, arrangements or understandings or any actual or potential conflicts of interest between the Company or its affiliates, on the one hand, and (1) its executive officers, directors or affiliates or (2) Parent or Merger Sub or their respective executive officers, directors or affiliates (including Vista), on the other hand.

Relationship with Parent and Merger Sub

Merger Agreement

On September 16, 2016, the Company, Parent and Merger Sub entered into the Merger Agreement. The summary of the material provisions of the Merger Agreement contained in Section 11 of the Offer to Purchase and the description of the conditions of the Offer contained in Section 1 of the Offer to Purchase are incorporated herein by reference. Such summary and description are qualified in their entirety by reference to the Merger Agreement, which is filed as Exhibit (e)(1) hereto and is incorporated herein by reference.

The summary and description have been included in this Schedule 14D-9 to provide you with information regarding the terms of the Merger Agreement and are not intended to modify or supplement any factual disclosures about Parent, Merger Sub, the Company or their respective affiliates. The representations and warranties of the Company contained in the Merger Agreement were made solely for the benefit of Parent and Merger Sub. In addition, such representations and warranties (1) were made only for purposes of the Merger Agreement, (2) are qualified by documents filed with, or furnished to, the SEC by the Company prior to the date of the Merger Agreement, (3) are qualified by confidential disclosures made to Parent and Merger Sub in connection with the Merger Agreement, (4) are subject to materiality qualifications contained in the Merger Agreement which may differ from what may be viewed as material by investors, (5) were made only as of the date of the Merger Agreement or such other date as is specified in the Merger Agreement and (6) were included in the Merger Agreement for the purpose of allocating risk between the contracting parties rather than establishing matters as facts. Accordingly, the Merger Agreement is incorporated by reference in this Schedule 14D-9 only to provide holders of Shares with information regarding the terms of the Merger Agreement, and not to provide holders of Shares with any other factual information regarding the Company or its subsidiaries or business. Company stockholders should not rely on the representations and warranties or any descriptions thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or business. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Merger Agreement, which subsequent information may or may not be fully reflected in the Company's public disclosures. The Merger Agreement should not be read alone, but should instead be read in conjunction with the other information regarding the Company that has been, is or will be contained in, or incorporated by reference into, the

Forms 10-K, Forms 10-Q, Forms 8-K, proxy statements and other documents that the Company files with the SEC.

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Parent has received an equity commitment letter (the *Equity Commitment Letter*) from Vista Fund VI, pursuant to which Vista Fund VI has committed to contribute to Parent an amount equal to \$755 million (subject to adjustment as set forth in the Equity Commitment Letter) in cash in immediately available funds for the purpose of funding, and to the extent necessary to fund, a portion of the aggregate Offer Price and/or Merger Consideration, as applicable, pursuant to and in accordance with the Merger Agreement, and certain other amounts required to be paid pursuant to the Merger Agreement, including fees and expenses directly related to the debt financing required to be paid by Parent, Merger Sub and the Surviving Corporation. We refer to the financing contemplated by the Equity Commitment Letter, as may be amended, restated, supplemented or otherwise modified from time to time, as the *Equity Financing*. The funding of the Equity Financing is subject to (1) the satisfaction, or waiver by Parent and Merger Sub, of all conditions of the Offer, (2) the funding (or contemporaneous funding) of the debt financing pursuant to the terms and conditions of the amended and restated debt commitment letter in favor of Parent dated September 16, 2016 (the *Debt Commitment Letter*), or any alternative financing that Parent and Merger Sub are required to accept from alternative sources pursuant to the Merger Agreement, and (3) the contemporaneous consummation of the acquisition of the Shares tendered in the Offer at the closing of the Offer. The Company is a third-party beneficiary of the Equity Commitment Letter for the limited purposes provided in the Equity Commitment Letter, which include the right of the Company to seek and obtain specific performance to cause Vista Fund VI to fund the Equity Financing in accordance with the terms of the Equity Commitment Letter and the Merger Agreement. Concurrently with the execution and delivery of the Equity Commitment Letter, Vista Fund VI executed and delivered to the Company a limited guarantee in favor of the Company in respect of certain of Parent's and Merger Sub's liabilities and obligations under the Merger Agreement (which we refer to as the *Limited Guarantee*), provided that in no event will Vista Fund VI incur obligations totaling more than \$103.31 million in the aggregate (plus the amount of any reimbursement or indemnification obligations payable pursuant to the Merger Agreement) under the Limited Guarantee.

Vista Fund VI's obligation to provide the Equity Financing will expire upon the earliest to occur of (1) the Effective Time, (2) the valid termination of the Merger Agreement in accordance with its terms, and (3) the date on which any claim is brought under, or legal proceeding is initiated against Vista Fund VI or any affiliate thereof in connection with the Equity Commitment Letter that is not contemplated by the Equity Commitment Letter (with the exception of certain claims related to the equity funding, all as specified in the Limited Guarantee).

This summary does not purport to be complete and is qualified in its entirety by reference to the full text of the Equity Commitment Letter, a copy of which has been filed as Exhibit (d)(4) to the Schedule TO and which is incorporated herein by reference, and the full text of the Limited Guarantee, a copy of which has been filed as Exhibit (d)(3) to the Schedule TO and which is incorporated herein by reference.

Nondisclosure Agreement

On August 15, 2016, Vista Equity Partners Management, LLC (*Vista*), an affiliate of Parent and Merger Sub, and the Company entered into a nondisclosure agreement (the *Nondisclosure Agreement*). Under the terms of the Nondisclosure Agreement, Vista agreed that, subject to certain exceptions, any non-public information regarding the Company and its subsidiaries or affiliates furnished to Vista or to its representatives for the purposes of evaluating a potential transaction between the parties would, for a period of two years from the date of the Nondisclosure Agreement, be kept confidential, except as provided in the Nondisclosure Agreement. Additionally, Vista further agreed that, subject to certain exceptions, Vista would not solicit for employment any officer, director or senior management employee of the Company for a period of 12 months from the date of the Nondisclosure Agreement. Vista also agreed, among other things, to certain standstill provisions which prohibit Vista and its representatives from

taking certain actions involving or with respect to the Company or the Shares (except that Vista may submit a private proposal to us) for a period ending on the 12-month anniversary of the date of the Nondisclosure Agreement.

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This summary and description of the Nondisclosure Agreement is qualified in its entirety by reference to the Nondisclosure Agreement, which is filed as Exhibit (d)(2) to the Schedule TO, and is incorporated herein by reference.

Arrangements with Current Executive Officers and Directors of Infoblox***Overview***

In considering the recommendation of the Board set forth under the caption *Item 4. The Solicitation or Recommendation Recommendation of the Board*, Infoblox's stockholders should be aware that certain of the Company's executive officers and directors may be considered to have interests in the Transactions that may be different from, or in addition to, those of Infoblox's stockholders generally. The Board was aware of these interests and considered them, along with other matters, in evaluating and approving the Merger Agreement and the Transactions and recommending that Infoblox's stockholders accept the Offer and tender their Shares in the Offer.

The following is a discussion of all known material agreements, understandings and any actual or potential conflicts of interest between Infoblox and its executive officers or directors that relate to the Transactions. The following summaries are qualified in their entirety by reference to (1) the Merger Agreement; (2) Infoblox's 2003 Stock Plan (the *2003 Plan*), Infoblox's 2012 Equity Incentive Plan (the *2012 Plan* and, together with the 2003 Plan, the *Infoblox Stock Plans*) and Infoblox's 2012 Employee Stock Purchase Plan (the *ESPP*); (3) the award agreements governing Infoblox Compensatory Awards (as defined below) held by Infoblox's executive officers and directors; (4) Infoblox's Fiscal 2016 Bonus Plan (the *Executive Bonus Plan*); (5) Infoblox's Non-Employee Director Equity Compensation Policy (the *Director Equity Policy*); (6) the severance and change of control agreements with the executive officers (each, a *Change in Control Severance Agreement*) and (7) the Offer Letter with Janesh Moorjani (the *Offer Letter*). For further information with respect to the arrangements between Infoblox and its named executive officers, see the information included under the caption *Arrangements with Current Executive Officers and Directors of Infoblox Golden Parachute Compensation*. The 2003 Plan, the Executive Bonus Plan, the ESPP, the 2012 Plan and related award agreements, the Offer Letter and the Change in Control Severance Agreements are filed as Exhibits (e)(7) through (e)(15) to this Schedule 14D-9, respectively, and are incorporated herein by reference.

Remo Canessa and Thorsten Freitag were each a named executive officer of Infoblox for the fiscal year ending July 31, 2016. Mr. Canessa resigned as Chief Financial Officer on January 4, 2016 and continued to provide services to Infoblox until April 4, 2016, at which point his service to the Company terminated. Mr. Freitag resigned as Executive Vice President, Worldwide Field Operations on April 5, 2016 and continued to provide transition assistance to Infoblox until his termination of employment on June 15, 2016. Messrs. Canessa and Freitag do not hold any Infoblox equity awards and are not entitled to any benefits as part of the Transactions, other than with respect to any shares of common stock they may hold.

Consideration for Shares Tendered Pursuant to the Offer

Under the terms of the Merger Agreement, the Company's executive officers and directors would receive the same cash consideration per Share on the same terms and conditions as the other stockholders of Infoblox. As of September 30, 2016, the executive officers and directors of Infoblox set forth in the *Table of Equity Related Payments* below beneficially owned, in the aggregate, 136,055 Shares (excluding for this purpose Shares underlying Infoblox Compensatory Awards (as defined below), which are set forth separately in the *Table of Equity Related Payments* below). If the executive officers and directors were to tender all 136,055 Shares beneficially owned by them as of September 30, 2016, for purchase pursuant to the Offer and those Shares were accepted for purchase and purchased by Purchaser, then such executive officers and directors would receive, in aggregate, approximately \$3,605,457.50 in

cash, without interest and subject to any withholding taxes. As indicated below, to the knowledge of the Company, each of the Company's executive officers and directors currently intends to tender all of his or her Shares in the Offer.

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The following table sets forth, as of September 30, 2016, the consideration that each executive officer and director and his or her affiliates would be entitled to receive in respect of outstanding Shares beneficially owned by him, her or it (excluding Shares underlying Infoblox Compensatory Awards (as defined below)), assuming such individual or his or her affiliate were to tender all of his, her or its outstanding Shares pursuant to the Offer and those Shares were accepted for purchase and purchased by Purchaser, and/or all such Shares were converted into the right to receive the Offer Price by virtue of the Merger.

Name	Number of Shares	Cash Consideration Payable in Respect of Shares
Executive Officers		
Jesper Andersen	67,880	\$ 1,798,820.00
Janesh Moorjani		\$
Scott J. Fulton	5,780	\$ 153,170.00
Ashish Gupta	1,823	\$ 48,309.50
Atul Garg	572	\$ 15,158.00
Non-Employee Directors		
Richard Belluzzo	11,500	\$ 304,750.00
Laura C. Conigliaro	11,500	\$ 304,750.00
Phillip Fasano		\$
Fred M. Gerson	25,500	\$ 675,750.00
Edzard Overbeek		\$
Daniel J. Phelps	11,500	\$ 304,750.00

Effect of the Offer and the Merger Agreement on Infoblox Compensatory Awards and the ESPP

The discussion below describes the treatment of the Company's outstanding options (*Options*), outstanding time-based restricted stock units (*Infoblox RSUs*) and outstanding market-based restricted stock units (*Infoblox MSUs* , and collectively with the Options and Infoblox RSUs, the *Infoblox Compensatory Awards*) under the Merger Agreement, assuming that there are no rights to change in control benefits with respect to the Infoblox Compensatory Awards, which change in control benefits are discussed separately below under the sections captioned *Arrangements with Current Executive Officers and Directors of Infoblox* , *Agreements or Arrangements with Executive Officers of Infoblox* and *Arrangements with Current Executive Officers and Directors of Infoblox* , *Agreements or Arrangements with Directors of Infoblox* .

Any cash payments described below will be subject to any applicable withholding taxes and will, unless otherwise noted below, be made shortly following the Effective Time.

Options

At the Effective Time, all Options that are outstanding immediately prior to the Effective Time, whether vested or unvested, will be cancelled and automatically converted into the right to receive an amount in cash equal to the product of (i) the aggregate number of Shares subject to such Option multiplied by (ii) the excess, if any, of the Merger Consideration over the per share exercise price of such Option. Any Options with an exercise price equal to or greater than the Merger Consideration will be cancelled for no consideration at the Effective Time.

Time-Based Restricted Stock Units

All of the Infoblox RSUs that are vested but unsettled immediately prior to the Effective Time (including any Infoblox RSUs that vest in accordance with their terms at the Effective Time (the *Vested Infoblox RSUs*)) will be cancelled and automatically converted into the right to receive the Merger Consideration at the Effective Time.

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In addition, an amount of unvested Infoblox RSUs equal to the positive difference, if any, between (i) fifty percent of the outstanding Infoblox RSUs held by each holder immediately prior to the Effective Time (including any Vested Infoblox RSUs) and (ii) the holder's Vested Infoblox RSUs (any such difference, the *Additional Vesting RSUs*) will be cancelled at the Effective Time and automatically converted into the right to receive an amount in cash equal to the product of (i) the Merger Consideration and (ii) the number of Shares subject to the Additional Vesting RSUs. The remaining unvested Infoblox RSUs held by each holder immediately prior to the Effective Time will be cancelled at the Effective Time and automatically converted into the right to receive an amount in cash equal to the product of the (i) Merger Consideration and (ii) the number of Shares subject to such remaining unvested Infoblox RSUs (the *Cash Replacement RSUs*), which Cash Replacement RSUs will, subject to the holder's continued employment with the Parent or the Company through each applicable vesting date, vest and be payable at the same time and on the same vesting schedule as applied to the cancelled Infoblox RSUs to which such Cash Replacement RSUs relate.

The determination of which unvested Infoblox RSUs will be accelerated into Additional Vesting RSUs and which unvested Infoblox RSUs will be converted into Cash Replacement RSUs will be based on the relative vesting dates of the Infoblox RSUs held by each holder, with Infoblox RSUs with the shortest remaining vesting periods to be first accelerated into Additional Vesting RSUs.

Market-Based Restricted Stock Units

All Infoblox MSUs that are vested but unsettled immediately prior to the Effective Time (including any Infoblox MSUs that fully vest in accordance with their terms immediately prior to the Effective Time (the *Vested Infoblox MSUs*)) will be cancelled and automatically converted into the right to receive the Merger Consideration at the Effective Time.

Any Infoblox MSUs that are not earned immediately prior to the Effective Time pursuant to the terms of the applicable Infoblox MSU award agreements will be forfeited at the Effective Time for no consideration.

An amount of earned but unvested Infoblox MSUs equal to the positive difference, if any, between (i) 50% of the outstanding Infoblox MSUs held by each holder that are earned immediately prior to the Effective Time (including any Vested Infoblox MSUs) and (ii) the holder's Vested Infoblox MSUs (any such difference, the *Additional Vesting MSUs*) will be cancelled at the Effective Time in exchange for the right to receive an amount in cash equal to the product of (i) the Merger Consideration and (ii) the number of Shares subject to such Additional Vesting MSUs.

The remaining earned but unvested Infoblox MSUs held by each holder immediately prior to the Effective Time will be cancelled at the Effective Time and automatically converted into the right to receive an amount in cash equal to the product of the (i) Merger Consideration and (ii) the number of remaining but unvested Shares subject to such Infoblox MSUs (the *Cash Replacement MSUs*), which Cash Replacement MSUs will be converted into time-based vesting awards that will, subject to the holder's continued employment with the Parent or the Company through each applicable vesting date, vest and be payable in equal installments at the end of each performance period (without regard to the achievement of any performance metrics) that was applicable to the cancelled Infoblox MSUs to which such Cash Replacement MSUs relate.

The determination of which earned but unvested Infoblox MSUs will be accelerated into Additional Vesting MSUs and which earned but unvested Infoblox MSUs will be converted into Cash Replacement MSUs will be based on the relative time-based vesting dates of the earned but unvested Infoblox MSUs held by each holder, with Infoblox MSUs with the shortest remaining vesting periods to be first accelerated into Additional Vesting MSUs.

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This Schedule 14D-9 assumes that performance levels will be met at target for purposes of which MSUs will be earned at the Effective Time, however, actual performance may be more or less than target. A more detailed description of the terms and conditions of the Infoblox MSUs is provided below in the section entitled *Infoblox MSUs*.

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Infoblox Stock Plans will not be assumed by Parent.

ESPP

Pursuant to the Merger Agreement, any Offering Period (as defined in the ESPP) in progress under the ESPP will continue, and, the Shares will be issued to participants on the next currently scheduled purchase dates thereunder occurring after September 16, 2016 as provided under, and subject to the terms and conditions of, the ESPP. After September 16, 2016, no new participants were (or will be) admitted into the ESPP, and no participant was (or will be) able to increase his or her payroll deduction percentages or purchase elections under the ESPP. In the event that any Offering Period under the ESPP has not ended on the date immediately preceding the Effective Time, then that open Offering Period will be terminated as of the second business day immediately preceding the Effective Time and all participant contributions then in the ESPP will be used to purchase Shares on such date in accordance with the terms of the ESPP as if such date was the last date of such Offering Period. The Company will not commence any new Offering Periods under the ESPP following September 16, 2016 and will terminate the ESPP as of or immediately prior to the Effective Time.

Table of Equity Related Payments

The following table shows the estimated cash amounts that each current executive officer and current director of Infoblox would be eligible to receive (without subtraction of applicable withholding taxes) in connection with the Merger with regard to (i) the number of Options to be cashed out at the Effective Time, (ii) the number of Infoblox RSUs to be cashed out at the Effective Time, (iii) the number of Infoblox MSUs to be cashed out at the Effective Time, (iv) the number of unvested Infoblox RSUs to be converted into Cash Replacement RSUs at the Effective Time, and (v) the number of unvested Infoblox MSUs to be converted into Cash Replacement MSUs at the Effective Time.

The estimated cash values in the table below are based on the Offer Price of \$26.50 per share and the table assumes that the number of vested and unvested outstanding Infoblox Compensatory Awards for each Infoblox executive officer and director at the Effective Time will equal the number of vested and unvested Infoblox Compensatory Awards that were outstanding as of September 30, 2016, the latest practicable date to determine such amounts before the filing of this Schedule 14-D9 (these numbers do not forecast any future grants, exercises or additional vesting that may occur between October 1, 2016 and the closing date of the Merger, other than such forecasts necessary to determine which Infoblox RSUs and Infoblox MSUs will be converted into Cash Replacement RSUs and Cash Replacement MSUs, respectively). The numbers in the table below do not include Shares that may be acquired by Infoblox's executive officers under the ESPP after September 30, 2016 and do not include Options with an exercise price equal to or greater than \$26.50 per Share, which Options will be cancelled at the Effective Time and will cease to exist without receiving any payment therefor.

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Name	Shares subject to Options to be Cashed Out (1) (#)	Value of Shares subject to Cashed-Out Options(2) (\$, in thousands)	RSUs to be Cashed Out (3) (#)	Value of Cashed-Out RSUs (4) (\$, in thousands)	MSUs to be Cashed-Out (5) (#)	Value of Cashed-Out MSUs (6) (\$, in thousands)	Cash Replacement RSUs	Cash Replacement MSUs	Total Value (\$, in thousands)		
							Shares Subject to Cash Replacement RSUs (7) (#)	Value of Shares subject to Cash Replacement RSUs (8) (\$, in thousands)		Shares Subject to Cash Replacement MSUs (9) (#)	Value of Cash Replacement MSUs (10) (\$, in thousands)
Executive Officers:											
Jesper Andersen	300,000	\$ 2,628.0	106,250	\$ 2,815.6	32,750	\$ 867.9	106,250	\$ 2,815.6	32,750	\$ 867.9	\$ 9,995.0
Janesh Moorjani			75,000	\$ 1,987.5			75,000	\$ 1,987.5			\$ 3,975.0
Scott J. Fulton	50,000	\$ 644.8	51,875	\$ 1,374.7	10,917	\$ 289.3	51,875	\$ 1,374.7	10,917	\$ 289.3	\$ 3,972.8
Ashish Gupta			42,500	\$ 1,126.3			42,500	\$ 1,126.3			\$ 2,252.5
Atul Garg			50,000	\$ 1,325.0			50,000	\$ 1,325.0			\$ 2,650.0
Non-Employee Directors:											
Richard Belluzzo	28,500	\$ 139.1	11,000	\$ 291.5							\$ 430.6
Laura C. Conigliaro	81,666	\$ 1,137.4	11,000	\$ 291.5							\$ 1,428.9
Phillip Fasano	28,000	\$ 367.6	11,000	\$ 291.5							\$ 659.1
Fred M. Gerson	70,666	\$ 1,051.5	11,000	\$ 291.5							\$ 1,343.0
Edzard Overbeek			29,000	\$ 768.5							\$ 768.5
Daniel J. Phelps	8,000	\$ 64.4	11,000	\$ 291.5							\$ 355.9

- (1) This column includes the number of shares of Infoblox common stock subject to Options, whether vested or unvested, that are being cashed out at the Effective Time. Note that this column does not include any shares of Infoblox common stock that are subject to Options with exercise prices that are equal to or greater than \$26.50.
- (2) The consideration for these Options is equal to (i) the number of shares of Infoblox common stock subject to such Options multiplied by (ii) \$26.50 minus the exercise price of the Option.
- (3) This column includes Infoblox RSUs that are being cashed out at the Effective Time (including the additional vesting Infoblox RSUs) and does not include Infoblox RSUs being converted into Cash Replacement RSUs. Note that for each non-employee director, this column includes all Infoblox RSUs held by such non-employee directors, all of which will be cashed out at the Effective Time.
- (4)

The consideration for these Infoblox RSUs is equal to (i) the number of shares of Infoblox common stock subject to such Infoblox RSU multiplied by (ii) \$26.50.

- (5) This column includes all Infoblox MSUs that are being cashed out at the Effective Time (including the additional vesting Infoblox MSUs) and does not include Infoblox MSUs being converted into Cash Replacement MSUs. This calculation assumes the target (100%) achievement of the performance-based measures applicable to the Infoblox MSUs for the adjusted performance period.
- (6) The consideration for the Infoblox MSUs is equal to (i) the number of shares of Infoblox common stock subject to such Infoblox MSUs multiplied by (ii) \$26.50.
- (7) This column includes the number of shares of Infoblox common stock subject to unvested Infoblox RSUs that will be cancelled at the Effective Time and converted into Cash Replacement RSUs. Note that all Infoblox RSUs held by non-employees will be accelerated and cashed-out at the Effective Time and no such Infoblox RSUs will be converted into Cash Replacement RSUs.
- (8) The consideration for the Cash Replacement RSUs is equal to (i) the number of shares of Infoblox common stock subject to the unvested Infoblox RSUs to be converted into Cash Replacement RSUs multiplied by (ii) \$26.50.
- (9) This column includes number of shares of Infoblox common stock subject to unvested Infoblox MSUs that will be cancelled at the Effective Time and converted into the Cash Replacement MSUs. This calculation assumes the target (100%) achievement of the performance-based measures applicable to the Infoblox MSUs for the adjusted performance period.
- (10) The consideration for the Cash Replacement MSUs is equal to (i) the number of shares of Infoblox common stock subject to the unvested Infoblox MSUs to be converted into Cash Replacement MSUs multiplied by (ii) \$26.50.

Agreements or Arrangements with Executive Officers of Infoblox

Severance Agreements

Infoblox entered into Change in Control Severance Agreements, which are filed as Exhibits (e)(12) and (e)(13) attached hereto, with each of its executive officers that require specific payments and benefits to be provided to its executive officers in the event of termination of employment under certain circumstances. Pursuant to the Change in Control Severance Agreements, Infoblox will provide the following benefits if the executive officer is terminated by Infoblox without cause (as such term is defined in the Change in Control Severance Agreements and as described below) or if the executive officer voluntarily resigns for good reason (as such term is defined in the Change in Control Severance Agreements and as described below), in each case within the period commencing two (2) months prior to a change in control (as defined in the Change in Control Severance Agreement) and ending twelve (12) months following a change in control (each such termination, *Qualifying Termination of Employment*), subject to the executive officers' execution and non-revocation of a release of claims in favor of Infoblox:

A lump sum cash payment, payable within 60 days of termination, equal to (i) for Mr. Andersen, the sum of 150% of annual base salary and 150% of the greater of (A) the prior year's actual annual bonus or (B) the current year's target bonus and (ii) for all other executive officers, the sum of 100% of base

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salary and 100% of the greater of (A) the prior year's actual annual bonus or (B) the current year's target bonus;

payment of the same portion of the monthly benefits premium under COBRA as Infoblox pays for active employees for up to 18 months in the case of Mr. Andersen and 12 months in the case of the other executive officers (provided that Infoblox may, in its sole discretion, pay the executive officer a lump sum payment in the aggregate amount of the applicable number of months of such COBRA premiums in lieu of such monthly premium payments); and

full acceleration of vesting of all time-based awards and acceleration of performance-based vesting awards in accordance with the terms of the applicable award agreement governing such performance-based awards. In the context of these Transactions, this means that any terminated executive officer would receive full acceleration of all Cash Replacement RSUs and Cash Replacement MSUs upon a Qualifying Termination of Employment following the closing of the Transactions.

Each executive officer is also subject to a 12 month post-termination non-solicitation covenant under such executive officer's Change in Control Severance Agreement.

The consummation of the Transactions will constitute a change in control under the Change in Control Severance Agreements.

The Change in Control Severance Agreements provide that, in the event that any payment to an executive officer would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, or the *Code* (as a result of a payment being classified as a parachute payment under Section 280G of the Code), then such executive officer will receive such payment as would result in the greater of (i) the total transaction-based benefits payable to the executive minus the 20% excise tax imposed by Section 4999 of the Code (i.e., paid by the relevant executive officer) or (ii) the total transaction-based benefits minus the amount necessary to avoid the 20% excise tax otherwise imposed by Section 4999 of the Code.

For the Purpose of the Change in Control Severance Agreements, the following terms are defined as follows:

Cause means any of the following: (i) the executive's conviction of or plea of nolo contendere to a felony or a crime involving moral turpitude; (ii) an act by the executive which constitutes intentional misconduct in the performance of the executive's employment obligations and duties; (iii) the executive's act of fraud against Infoblox or any of its affiliates; (iv) the executive's theft or misappropriation of property (including without limitation intellectual property) of Infoblox or its affiliates; (v) material breach by the executive of any confidentiality agreement with, or duties of confidentiality to, Infoblox or any of its affiliates that involves the executive's wrongful disclosure of material confidential or proprietary information (including without limitation trade secrets or other intellectual property) of Infoblox or of any of its affiliates; (vi) the executive's continued material violation of the executive's employment obligations and duties to Infoblox (other than due to executive's death or disability) after Infoblox has delivered to the executive a written notice of such violation that describes the basis for Infoblox's belief that such violation has occurred and the executive has not substantially cured such violation within thirty (30) calendar days after such written notice is given by Infoblox; or (vii) the executive's failure to cooperate in good faith with a governmental or internal investigation of Infoblox or its directors, officers or employees, if Infoblox has requested the executive's

cooperation.

Good Reason means (i) a change in the executive's authority or responsibilities that materially reduces his/her level of authority or responsibilities (A) for Messrs. Andersen and Moorjani, including any role that does not include being the chief executive officer or chief financial officer, respectively, of a publicly-traded company, (B) for all other executive officers, it being understood that a material reduction shall not exist merely because Infoblox becomes part of a larger organization; (ii) a 10% or greater reduction in the executive's level of compensation, which will be determined based on an

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average of the executive officers annual total compensation (as defined below) for the current calendar year; unless such reduction is no greater (in percentage terms) than compensation reductions imposed on substantially all of Infoblox's employees pursuant to a directive of the Infoblox board; (iii) a relocation of the executive's place of employment by more than 35 miles, provided and only if such change, reduction or relocation is effected by Infoblox without the executive's consent; or (iv) the failure of Infoblox to obtain a satisfactory agreement from any successor to assume and agree to perform the Change in Control Severance Agreement. For purposes of the foregoing, total compensation means total target cash compensation (annual base salary plus target annual cash incentives). For the executive to receive the benefits under the Change in Control Severance Agreement as a result of a resignation for good reason all of the following requirements must be satisfied: (1) the executive must provide notice to Infoblox of his or her intent to assert good reason within 90 days of the initial existence of one or more of the conditions set forth in subclauses (i) through (iv); (2) Infoblox will have 30 days from the date of such notice to remedy the condition and, if it does so, the executive may withdraw his or her resignation or may resign with no benefits; and (3) any termination of employment under this provision must occur within six (6) months of the initial existence of one or more of the conditions set forth in subclauses (i) through (iv). Should Infoblox remedy the condition as set forth above and then one or more of the conditions arises again within twelve (12) months following the occurrence of a change in control, the executive may assert good reason again subject to all of the conditions set forth herein.

Performance Cash Bonus.

Under his offer letter dated November 19, 2015, Mr. Moorjani is entitled to receive a performance bonus of \$200,000 upon the one-year anniversary of his start date (such one year anniversary, January 4, 2017), subject to his continued employment through such anniversary and his achievement of the performance metrics applicable to such bonus. Under the Merger Agreement, Infoblox may pay this performance bonus prior to the Effective Time (and prior to the first year anniversary of Mr. Moorjani's start date) and Infoblox may deem the performance metrics applicable to the performance bonus earned. Infoblox does not currently intend to pay this performance bonus prior to the one year anniversary of Mr. Moorjani's start date but may deem the performance metrics to have been satisfied.

Infoblox MSUs.

In September 2015, Infoblox granted the executive officers Infoblox MSUs. The target shares of Infoblox common stock underlying these Infoblox MSUs are earned in three annual installments over three performance periods described below, based on the number of shares eligible to be earned each year multiplied by the performance multiplier as in effect for each performance period and, subject to the executive's continued employment through the end of each applicable performance period. There are three performance periods applicable to these Infoblox MSUs: (i) the first performance period ran from August 1, 2015 through July 31, 2016 and has already been completed and any Infoblox MSUs that vested based on Infoblox's performance over such performance period have already settled, (ii) the second performance period began on August 1, 2015 and ends on July 31, 2017, and (iii) the third performance period began on August 1, 2015 and ends on July 31, 2018. In the second performance period, up to one-third of the target shares are eligible to be earned and in the third performance period, up to the maximum number of target shares, less any shares that were earned in prior performance periods, are eligible to be earned.

Pursuant to the terms of the applicable Infoblox MSU award agreements, if a corporate transaction (as defined in the 2012 Plan) occurs before the last day of an applicable performance period, the Compensation Committee will certify in writing, within 30 days of the consummation of such corporate transaction, the extent to which the Infoblox MSUs with respect to such performance periods are earned based on the achievement of the performance measure over adjusted performance periods that end on the day immediately preceding the closing date of the corporate transaction.

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The consummation of the Transactions will constitute a corporate transaction under the Infoblox MSU award agreements.

The number of Infoblox MSUs that will be earned in connection with a corporate transaction will be equal to the excess, if any, of (i) the product of (A) the target number of shares of Infoblox common stock underlying the Infoblox MSU and (B) the performance multiplier for the adjusted performance period over (ii) the number of Infoblox MSUs that have already been earned for completed performance periods. This Schedule 14D-9 assumes that performance levels will be met at target for purposes of which MSUs will be earned at the Effective Time, however, actual performance may be more or less than target.

Any Infoblox MSUs that are not so earned will be forfeited upon the close of the corporate transaction. Any Infoblox MSUs that are so earned will become vested on pro-rata basis based on the number of days in the adjusted performance period over the number of days in the original applicable performance period. Subject to the following paragraph, any unvested earned Infoblox MSUs that are to be assumed in the corporate transaction will be converted into time-based units following the closing of the corporate transaction and will vest in equal installments at the end of any remaining performance periods, subject to the executive's continued employment through each applicable vesting date.

As described above in the section entitled *Arrangements with Current Executive Officers and Directors of Infoblox Effect of the Offer and the Merger Agreement on Infoblox Compensatory Awards and the ESPP Infoblox Compensatory Awards*, under the terms of the Merger Agreement, the unvested Infoblox MSUs will be subject to additional vesting under the terms of the Merger Agreement in an amount equal to the excess, if any, of (i) 50% of the earned Infoblox MSUs held by each holder immediately prior to the Effective Time over (ii) such holder's vested Infoblox MSUs held immediately prior to the Effective Time. Any unvested Infoblox MSUs that remain after taking into account the additional vesting will be converted into Cash Replacement MSUs, which Cash Replacement MSUs will vest in equal installments at the end of any remaining performance periods, subject to the executive's continued employment through each applicable vesting date.

The Infoblox MSU award agreements provide that the Infoblox MSUs will be subject to any acceleration of vesting set forth in a Change in Control Severance Agreement and therefore, upon a Qualifying Termination of Employment, the executive officers will, subject to their execution and non-revocation of a release of claims in favor of the Company, receive full acceleration of the Cash Replacement MSUs.

Agreements or Arrangements with Directors of Infoblox

The Company's Director Equity Policy provides that, in the event of a Change in Control, each non-employee director's Infoblox Options and Infoblox RSUs will accelerate and fully vest. For purposes of the Infoblox Director Equity Policy, Change in Control has the meaning ascribed to it in the 2003 Plan and the 2012 Plan, for Infoblox Compensatory Awards.

The consummation of the Transactions will constitute a Change in Control under the Director Equity Policy.

Effect of Merger Agreement on Employee Benefits

With respect to any employee benefit plan (as defined in Section (3)(3) of the Employee Retirement Income Security Act of 1974, as amended) maintained by Parent or any of its Subsidiaries in which any director, officer or employee of Infoblox (the *Company Employees*) will participate effective as of or after the Effective Time (collectively, *New Plans*), subject to applicable Laws, Parent will recognize all service of the Company Employees with Infoblox that is

reflected in the books and records of Infoblox, as the case may be, for vesting, eligibility and level of benefits purposes (but not for accrual purposes, except for vacation and severance) in any New Plan in which such Company Employees will be eligible to participate after the Effective Time, in each case except to the extent that recognizing such service would result in a duplication of benefits. To the extent any

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Company Employee participates in a New Plan that is a health and/or welfare plan or arrangement of Parent or any of its Subsidiaries following the Closing Date (a *Parent Welfare Plan*), Parent and any of its Subsidiaries will, to the extent permitted by applicable law and any insurer or service provider under the applicable Parent Welfare Plan, cause all (i) pre-existing condition limitations which otherwise would be applicable to such Company Employee and his or her covered dependents to be waived to the extent satisfied under the Infoblox employee benefit plan (*Company Benefit Plan*) comparable to such Parent Welfare Plan immediately prior to the Closing Date or, if later, immediately prior to such Company Employee's commencement of participation in such Parent Welfare Plan, (ii) participation waiting periods under each Parent Welfare Plan that would otherwise be applicable to such Company Employee to be waived to the same extent waived or satisfied under the Company Benefit Plan comparable to such Parent Welfare Plan immediately prior to the Closing Date or, if later, immediately prior to such Company Employee's commencement of participation in such Parent Welfare Plan and (iii) co-payments and deductibles paid by Company Employees in the plan year in which the Effective Time occurs to be credited for purposes of satisfying any applicable deductible or out of pocket requirement under any such Parent Welfare Plan. In addition, to the extent that any Company Employee has begun a course of treatment with a physician or other service provider who is considered in network under a Company Benefit Plan and such course of treatment is not completed prior to the Closing, Parent will use reasonable efforts to arrange for transition care, whereby such Company Employee may complete the applicable course of treatment with the pre-Closing physician or other service provider at in network rates.

For any Company Employee that remains an employee of Infoblox or the Surviving Corporation, or any of their respective Subsidiaries or Affiliates (each a *Continuing Employee*), Parent will, and will cause the Surviving Corporation to, for a period ending on the earlier of (x) the date that is 12 months following the Effective Time and (y) December 31, 2017, provide for (i) at least the same level of base salary or base hourly wage levels, if applicable, that were provided to such Continuing Employees immediately prior to the Effective Time, (ii) cash incentive compensation opportunities that are at least equal (including with respect to individual target bonus levels) to that provided to such Continuing Employees immediately prior to the Effective Time, (iii) employee benefits (other than equity-based awards, defined benefit, and non-qualified arrangements) that are substantially equivalent in the aggregate to the employee benefits (other than equity-based awards, defined benefit and non-qualified arrangements) provided to such Continuing Employees immediately prior to the Effective Time, or otherwise as required by applicable Law and (iv) and upon a termination without cause of a Continuing Employee, severance benefits that are no less favorable than those that would have been provided to each such Continuing Employee under the applicable severance benefit plans, programs, policies or arrangements as in effect immediately prior to the Effective Time. Parent will also cause each employee of Infoblox or any of its Subsidiaries who participate in the 2017 annual bonus or incentive plan as of immediately prior to the Closing Date to be paid a bonus in respect of the fiscal year ending July 31, 2017 in accordance with the terms of the plan as in effect on the Closing Date.

Prior to the Effective Time, Infoblox will take such actions as Parent may reasonably request so as to enable the Surviving Corporation to effect such actions relating to the 401(k) plan of Infoblox (the *401(k) Plan*) and any Company Benefit Plan that is subject to Section 409A of the Code as Parent may deem necessary or appropriate, including amending and/or terminating the 401(k) Plan or any such other plan prior to the Effective Time.

Indemnification and Insurance

Pursuant to the terms of the Merger Agreement, Infoblox's directors and executive officers will be entitled to certain ongoing indemnification and coverage under directors' and officers' liability insurance policies from Infoblox for a pe