Barracuda
Your business, secured.

LEGAL TERMS AND CONDITIONS

These Legal Terms and Conditions ("**Agreement**") are a binding contract between Barracuda Networks, Inc. ("**Barracuda**") and the legal entity you represent ("**Customer**"). By clicking to accept, or by installing, accessing, or using any Barracuda Products or Services, Customer agrees to the terms of this Agreement. If you are accepting this Agreement on behalf of an entity, you represent that you have authority to bind that entity. This Agreement applies to all Barracuda Products and Services, regardless of how they are obtained or accessed. If Customer does not agree to this Agreement, Customer must not install, access, or use the Products or Services.

This Agreement becomes effective on the earlier of: (a) Customer's acceptance of a quote, order, or online checkout for Products; or (b) Customer's installation, access, or use of any Products or Services (the "**Effective Date**"). By taking any of these actions, Customer agrees to the terms of this Agreement and represents that the individual accepting or using the Products or Services has authority to bind Customer. If Customer has a separate written agreement signed by both Customer and Barracuda that governs the Products, that agreement will control to the extent of any conflict.

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1. Use of Hosted Services and Software.

1.1. **Subscriptions**. Unless the applicable Quote or Product Guide states otherwise: (a) Hosted Services are sold as subscriptions for the subscription term shown in the Quote or the applicable online purchasing portal; (b) Customer may add subscriptions during a subscription term at the same per-unit price as the existing subscriptions, prorated for the remaining portion of the term; and (c) added subscriptions will end on the same date as the existing subscriptions. The term of each Software and Hosted Services subscription will begin on Delivery and continue for the subscription term stated in the Quote.

1.1.1 *Subscription Renewal*. The parties will use commercially reasonable efforts to commence discussions regarding renewal of Software and Hosted Services subscriptions at least ninety (90) days before the end of the then-current subscription term. Any failure by either party to commence or participate in such discussions will not affect the operation of this Section 1.1.1 (Subscription Renewal). Unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current subscription term, Software and Hosted Services subscriptions will continue for a renewal term equal to the expiring subscription term at Barracuda's list price in effect at the time of renewal, unless otherwise agreed in writing by the parties. If Customer reduces subscription volume for a renewal term, Barracuda may reprice the renewal without using the prior term's per-unit pricing.

1.1.2 *Termination of a Subscription*. Customer may terminate a Software or Hosted Service subscription for convenience by giving Barracuda at least 30 days' prior written notice; however, Barracuda will not refund amounts Customer already paid for that subscription, and Customer must pay any remaining Fees due for the rest of the then-current term within 30 days after the termination effective date.

1.2. **Usage Limits.** Hosted Services and Software are provided for Customer's internal business use and must be used in accordance with this Agreement, the applicable Product Guide, and any usage limits specified in a Quote or Product Guide. If Customer exceeds a usage limit, Barracuda shall notify Customer and may work with Customer to help reduce usage to comply with the limit. If Customer is unable or unwilling to comply within 30 days of Barracuda's notice of over-use, Customer will immediately place an Order for the additional quantities of the applicable Hosted Services or Software upon Barracuda's request and will pay any invoice for excess usage under this Agreement's payment terms set out at Section 2 (Orders, Fees and Payment Terms).

1.3. **Customer Responsibilities**. Customer will: (a) ensure that Users comply with this Agreement, the Product Guide, and Quotes; (b) be responsible for the accuracy, quality, and legality of Customer Data, how Customer obtained Customer Data, and for obtaining and maintaining all rights, permissions and consents required to provide Customer Data (including Customer Personal Data) to Barracuda and permit its processing as contemplated by this Agreement; (c) be responsible for Customer's use of Customer Data with the Hosted Services, and how any non-Barracuda applications Customer uses with Hosted Services work with the Hosted Services; (d) use commercially reasonable efforts to prevent unauthorized access to or use of Hosted Services, and promptly notify Barracuda of any unauthorized access or use; (e) use Hosted Services only as allowed by this Agreement, the Product Guide, Quotes, and applicable laws and regulations. If Customer or a User uses the Hosted Services in a way that breaches the above and that, in Barracuda's reasonable judgment, threatens the security, integrity, or availability of Barracuda's Products and Services, Barracuda may immediately suspend access to the Hosted Services. Barracuda will use commercially reasonable efforts, under the circumstances, to give Customer notice and an opportunity to remedy the violation or threat before suspending access.

1.4. **Restrictions**. Customer may not: (a) make any Hosted Service available to anyone other than Customer or Users, or use any Hosted Service for the benefit of anyone other than Customer, unless the Quote or Product Guide expressly allows it; (b) sell, resell, license, sublicense, distribute, rent, or lease any Hosted Service, or include any Hosted Service in a service bureau or outsourcing offering; (c) use a Hosted Service to store or transmit infringing, defamatory, or otherwise unlawful or tortious material, or material that violates third-party privacy rights; (d) use a Hosted Service to store or transmit malicious

code (including, but not limited to, viruses, worms, time bombs, and Trojan horses); (e) interfere with or disrupt the integrity or performance of any Hosted Service or third-party data in it; (f) try to gain unauthorized access to any Hosted Service or its related systems or networks; (g) access or use Hosted Services in a way that circumvents a contractual usage limit, or access, copy, or use Barracuda Intellectual Property except as permitted under this Agreement, a Quote, or the Product Guide; (h) modify, copy, or create derivative works of a Hosted Service (or any part, feature, function, or user interface); (i) frame or mirror any part of any Hosted Service, except for framing on Customer's own intranets for Customer's internal business purposes or as permitted in the Product Guide; or (j) except as permitted by applicable law, disassemble, reverse engineer, decompile, or access a Hosted Service to (1) build a competing product or service, (2) build a product or service using similar ideas, features, functions, or graphics, or (3) copy ideas, features, functions, or graphics of the Hosted Service.

1.5. **License to Software**. Use of Software that Barracuda provides to Customer, either on-premises or in a Customer-owned cloud tenant, is subject to the Software Use and Restrictions Agreement.

2. Orders, Fees, and Payment Terms.

2.1. **Orders.** Barracuda will provide Products and Services only after it receives and accepts an Order for those Products and Services. An Order is not binding on Barracuda until Barracuda accepts it. All Orders are governed by this Agreement. and, except as expressly stated in this Agreement, are non-cancellable and non-refundable. Customer may cancel an order for new Products (excluding renewals, upgrades, and migrations) within thirty (30) days after the start of the applicable subscription term (the "**Cancellation Period**"). After the Cancellation Period, orders are non-cancellable and Fees paid to Barracuda are non-refundable. Fees for Services are non-cancellable and non-refundable once Barracuda begins performance. For certain offerings, Barracuda may require Customer to return Hardware provided with subscriptions when the subscription ends or is terminated.

2.2. If Customer buys Products directly from Barracuda, Customer will pay the fees shown on the invoice for the applicable Quote ("**Fees**"). If Customer buys through a Barracuda authorized reseller, fees and other purchase terms (including delivery terms) are between Customer and the reseller. Barracuda may bill Customer for usage above the amounts purchased in the next billing cycle, and Customer will pay those additional Fees under this Agreement, even if Customer purchased the underlying Products through a reseller. Customer is responsible for any import or export fees, tariffs, duties, or similar charges related to Customer's purchase or use of the Products.

2.3. **Payment**. Payment is due within 30 days after the invoice date and must be made by credit card, wire transfer, or another pre-arranged payment method, unless Barracuda has extended credit terms to Customer. Unless the Quote states otherwise, Barracuda will invoice all Fees in advance. Customer agrees that purchases are not (a) subject to any offset, recoupment, counterclaim, deduction, debit, or withholding (except for taxes that must be withheld by law and as described in the Section 2.5 (Taxes) below), (b) contingent on the delivery of any future functionality or features, or (c) dependent on any oral or written statements by Barracuda about future functionality or features. If any payment for the applicable Products or Services is past due, including any payment due from a distributor, reseller, or other channel partner for Customer's purchase, Barracuda may suspend performance until payment is made current, without limiting any remedies available to Barracuda. Customer will pay interest on

delinquent amounts at 1.5% per month or the maximum rate permitted by law, whichever is less. Customer will also reimburse Barracuda for reasonable costs and expenses incurred in collecting past-due amounts, including reasonable legal fees and collection agency fees. Barracuda retains all security interests in Hardware shipped until fully paid. Customer must notify Barracuda, in accordance with Section 12.6 (Notices), of any billing problems or discrepancies within 60 days after the applicable invoice date; otherwise, Customer may no longer dispute the billing error or discrepancy.

2.4. **Increases**. Barracuda may change prices at any time. However, any price increase for subscriptions to Software or Hosted Services, or for Technical Support, will not take effect until the end of the then-current term, as applicable.

2.5. **Taxes**. Fees do not include any taxes, customs duties, tariffs, or similar government charges (including sales, use, excise, VAT, GST, or withholding taxes). Barracuda may invoice Customer for these amounts, and Customer will pay them. If Customer is required by law to withhold or deduct any tax from payments to Barracuda, Customer will (a) notify Barracuda, (b) pay Barracuda any additional amounts needed so Barracuda receives the same net amount it would have received without the withholding, and (c) provide evidence, that is reasonably acceptable to Barracuda, that the withheld amounts were paid to the applicable tax authority. For purposes of calculating sales and similar taxes, Barracuda will use the delivery jurisdiction address listed on the Quote unless Customer has notified Barracuda otherwise. Customer will provide applicable tax exemption certificates or direct-pay letters.

3. Title and Ownership.

3.1. **Hardware**. Barracuda ships purchased Hardware subject to Incoterms 2025 Carriage Paid To (CPT), unless otherwise expressly stated in the applicable Quote. This means Barracuda arranges and pays the shipping costs, subject to 3.1.1 below, and handles the export declaration. Title passes to the Customer at Barracuda's dock. The Customer must have any required import permits and licenses and must pay any import fees and tariffs needed to receive the Hardware or drives, as applicable.

3.1.1. Where the Quote specifies that shipping, delivery, or handling charges are payable by the Customer (including, without limitation, expedited shipping, non-standard delivery locations, special handling, or Customer-requested delivery arrangements), such charges shall be invoiced to and paid by the Customer in addition to the purchase price.

3.1.2. Within 10 days after Delivery, Customer must notify Barracuda in writing if the Hardware does not match the Quote (for example, wrong Product or incorrect quantities). Barracuda may make partial shipments, and Barracuda may invoice shipping and handling separately.

3.2. **Software**. Barracuda retains ownership of the Software and Hosted Services. This Agreement does not transfer ownership of either party's Intellectual Property to the other party, except for the limited rights expressly granted under this Agreement.

3.3. **Data**. Customer retains ownership of Customer Data. Barracuda owns Systems Data including threat intelligence used for threat detection and proprietary threat analysis. Barracuda may also use Systems Data to: (a) operate its business activities, (b) provide Products and services to its customers (including

Customer) in accordance with the applicable Product Guide documents, (c) improve existing Products and services, (d) develop new Products and services, (e) manage the parties' relationship under this Agreement, and (f) engage in threat and cybersecurity research.

3.4. **Privacy**. When Barracuda processes Customer Personal Data to provide the Products at the direction of Customer pursuant to the Agreement and Order, the Barracuda Global Data Processing Addendum currently located at https://trust.barracuda.com/legal/global-dpa ("**Barracuda Global DPA**"), which may be updated from time to time, applies to such processing and is incorporated into this Agreement by reference. When Barracuda processes Personal Data as a controller or business, Barracuda processes that Personal Data under the Barracuda Privacy Notice at https://trust.barracuda.com/privacy/documentation/privacy-notice ("**Barracuda Privacy Notice**") (and not under the Barracuda Global DPA).

3.5. **Feedback**. Customer grants Barracuda a perpetual, irrevocable, worldwide license to use any Feedback Customer provides to Barracuda, without compensation, without any obligation to report on that use, and without restriction. This license includes the right to use and exploit Feedback in any way. Feedback is not Customer's Confidential Information.

3.6. **Permission to Use Logo**. During the term of this Agreement, Customer permits Barracuda to use Customer's name and/or logo on Barracuda's website and other marketing materials to identify Customer as a customer. Customer retains all title and rights in its name and logos.

4. Third Party Products and Services.

Some third-party applications may work with the Products. To use those features, Customer must obtain access to the third-party applications from their providers. If Customer uses a third-party application with the Products, then: (a) Customer's agreement (including any data processing terms) is with the third-party provider, and Barracuda is not responsible or liable for third-party products or services; (b) Customer may need to grant Barracuda access to Customer's account with the third-party provider and shall procure sufficient rights and licenses as may be required for this purpose; and (c) Customer instructs Barracuda to allow the third-party provider to access Customer Data as needed for the products to work together.

5. Professional Services.

If Customer's Order includes Professional Services, Barracuda will provide them under the Professional Services Terms at: https://assets.barracuda.com/assets/docs/dms/Barracuda_Networks_Professional_Services_Terms_and_Conditions.pdf (or such successor URL as Barracuda may designate).

6. Technical Support.

For Hardware and Software, Customer may purchase Technical Support separately. For Hosted Services, Technical Support is included in the subscription price. Customer is not entitled to Technical Support until Barracuda receives payment in full or, where a mutually agreed payment plan applies, the applicable installment. The terms for Technical Support are at

https://assets.barracuda.com/assets/docs/dms/Barracuda_Networks_Technical_Support_Policy.pdf (or such successor URL as Barracuda may designate).

7. Product Warranties and Exclusions.

7.1. **Software Warranty.** For Software, Barracuda warrants that for 90 days from the date of Delivery, the Software will perform substantially as described in the applicable Product Guide. If the Software does not conform to this warranty, Customer's sole remedy and Barracuda's sole obligation is for Barracuda to correct the non-conforming Software. If Barracuda determines, in its reasonable discretion, that a material non-conformance cannot be corrected, Barracuda will provide Customer, as its sole remedy, a refund of the unused Fees for the non-conforming Software. The license for any refunded Software ends when Barracuda issues the refund.

7.2. **Hosted Services Warranty.** Barracuda warrants that during the applicable Hosted Services subscription term: (a) this Agreement and the applicable Product Guide accurately describe the administrative, physical, and technical safeguards Barracuda uses to protect the security, confidentiality, and integrity of Customer Data; (b) Barracuda will not materially reduce the overall security of the Hosted Services; and (c) the Hosted Services will perform materially as described in the applicable Product Guide. For any breach of this warranty, Customer's remedies are limited to those described in the "Termination" and "Refund or Payment upon Termination" sections below.

7.3. **Hardware Warranty.** The terms and conditions applicable to Barracuda's Hardware warranty, warranty extensions, and hardware replacement programs (the "**Hardware Program Terms**") are available at https://assets.barracuda.com/assets/docs/dms/Barracuda_Hardware_Programs_Terms_and_Conditions.pdf and are hereby incorporated into this Agreement by reference. In the event of a conflict between this Agreement and the Hardware Program Terms, the Hardware Program Terms will govern with respect to the applicable Hardware program. Barracuda may update the Hardware Program Terms from time to time, and the version in effect at the time of the Customer's Hardware purchase or applicable subscription will apply.

7.4. **Exclusions.** The warranties in this Section 7 (Product Warranties and Exclusions) do not apply if a Product has: (a) been subjected to abuse, misuse, neglect, negligence, accident, or use contrary to Barracuda's instructions; (b) been repaired or altered by anyone other than Barracuda or Barracuda's subcontractor; (c) not been installed, operated, repaired, or maintained as described in the Product Guide; or (d) been used in any high-risk or strict-liability activity where failure could lead to death, personal injury, or environmental damage (collectively, "**High-Risk Activities**"), including air or space travel, nuclear facilities, building or structural design, power plant design or operation, or life support or emergency medical operations. Barracuda does not warrant the Products for High-Risk Activities and will not be liable to anyone for claims arising from such use.

7.5. **Disclaimer of Warranties.** Except as expressly stated in this Agreement, neither party makes any warranties, whether express, implied, statutory, or otherwise. To the maximum extent permitted by applicable law, each party disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

7.6. **Free Products.** Barracuda may make Products, and any applicable Services, available to Customer at no charge ("**Free Products**"). Free Products do not include Products or Services offered as part of a private preview, alpha or beta trial, or other pre-general-availability access; those offerings are subject to a separate agreement. Free Products may include usage limits, as described in the documentation, a Barracuda online portal, or other written communications from Barracuda. If Customer exceeds those limits, Customer may be required to purchase additional resources or services. Barracuda may terminate Customer's access to or use of Free Products (in whole or in part) at any time, with or without notice, and without liability. Customer is responsible for exporting any Customer Data from the Free Products before termination. Free Products are provided "as is" and without warranties of any kind. Unless required by law, Barracuda disclaims all liability of any kind for Free Products. Despite anything else in this Agreement, Customer is liable to Barracuda and its affiliates for damages arising out of Customer's use of Free Products and any breach of this Agreement.

7.7. **Changes to Products**. Subject to the Barracuda End of Sale and End of Support Terms available at https://assets.barracuda.com/assets/docs/dms/Barracuda_End_of_Sale_and_End_of_Support_Policy.pdf (or such successor URL as Barracuda may designate), Barracuda may, at any time and without prior notice modify or suspend the Products (or any part of them). In addition, Barracuda may change prices, documentation, the Product Guide, licensing terms, release dates, general availability, or other business practices.

8. Limitation of Liability.

8.1. To the extent permitted by law, neither party (nor its affiliates suppliers or partners) will be liable for: (a) indirect, incidental, consequential, special, exemplary, or punitive damages; (b) lost profits, loss of revenue, loss or corruption of data, or loss of use, whether such damages are direct, indirect, consequential, or otherwise; or (c) costs of procuring substitute products, subscriptions, or services, in each case arising out of or related to the Products or Services, whether the claim is based on warranty, contract, tort (including negligence), or otherwise, even if a party was advised of the possibility of those damages.

8.2. Except as expressly set out in Section 7.6 (Free Products), and subject to Section 8.3 below, each party's total aggregate liability (including its affiliates, suppliers, and partners) arising out of or related to this Agreement will not exceed the amounts paid or payable by Customer for the applicable Products or Services during the 12 months before the first event giving rise to the claim. This limit applies in the aggregate across all claims and causes of action. Each party's liability will be reduced to the extent the other party contributed to the loss.

8.3. The limitations and exclusions of liability in Sections 8.1 and 8.2 do not apply to:

(a) Customer's payment obligations under Section 2 (Orders, Fees, and Payment Terms), including Fees, taxes, interest, excess usage charges, and other amounts due under this Agreement;
(b) Customer's breach of Section 1.3 (Customer Responsibilities) or Section 1.4 (Restrictions);
(c) Customer's infringement, misappropriation, or violation of Barracuda's or its licensors' intellectual property rights;
(d) either party's breach of applicable export control or trade sanctions laws;
(e) either party's fraud or fraudulent misrepresentation; or

(f) liabilities that cannot be limited under applicable law.

8.4. Applicability. The exclusions and limits of liability in this Section 8 (Limitation of Liability) apply to all claims arising out of or related to the Products or Services, including claims based on use, misuse, or inability to use the Products or Services, or any interruption, suspension, or termination of the Products or Services, including claims by third parties. To the maximum extent permitted by applicable law, these exclusions and limits apply even if any remedy does not fully compensate a party or fails of its essential purpose.

US Government Customers. If Customer is a United States Government agency ("USG Customer"), and this Section 8 (Limitation of Liability) conflicts with applicable law or the Federal Acquisition Regulation (FAR) (or any supplement), then the applicable law or FAR provision will control.

9. Export Controls and Sanctions; Compliance with Laws.

9.1. **Compliance with Export Controls and Sanctions.**

All Barracuda Products, Software, Services, documents, and related technical data (collectively referred to as "**Barracuda Designated Products**"), are subject to the U.S. Export Administration Regulations ("**EAR**") and U.S. trade sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") (collectively, "**U.S. Trade Laws**") and may be subject to export or import laws and regulations in other countries. Customer agrees to strictly comply with all U.S. Trade Laws and other applicable export and import laws. Unless licensed or otherwise authorized, Customer will not:

- export, re-export, or transfer Barracuda Designated Products to, or permit any access to or use of Barracuda Designated Products in or by: (a) any territory subject to comprehensive sanctions or export restrictions (currently, Belarus, Cuba, Iran, North Korea, Russia, Syria, the Crimea region of Ukraine, the territories of the Luhansk People's Republic, the Donetsk People's Republic, and Zaporizhzhia; or (b) any parties on OFAC's Specially Designated Nationals List or other trade sanctions lists; parties restricted under the EAR, including the Entity List, Denied Parties List, Unverified List, Military Intelligence End-Users List or Military End-User List; or any subsidiary owned, directly or indirectly, 50% or more by one or more of the foregoing; or
- use or permit use of Barracuda Products in any manner prohibited under U.S. Trade Laws, including but not limited to, end-uses related to nuclear, chemical or biological weapons, missiles or unmanned aerial vehicles.

9.2. **General Compliance with Laws.** Each party will comply with all applicable laws and regulations relating to its performance of this Agreement, including applicable anti-corruption, anti-bribery, anti-slavery, and human trafficking laws.

9.3. **Commercial Computer Software.** If Customer is a USG Customer, the Products and Product Guide are "commercial items" under FAR 48 C.F.R. 2.101 and consist of "commercial computer software" and "commercial computer software documentation" under FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supplement 227.7202-1 through 227.7202-4, the Government end user acquires the Products and Product Guide only with the rights granted in this Agreement. Use of the Products and/or Product Guide means the Government agrees they are "commercial computer software" and "commercial

computer software documentation," respectively, and accepts the rights and restrictions in this Agreement.

9.4. **Restricted Rights.** The Products are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government (including any agency, instrumentality, or contractor) is subject to the restrictions in: (i) FAR 52.227-19 (Commercial Computer Software License), subparagraphs (a) through (c), as applicable; or (ii) similar clauses in other federal regulations, including the Defense FAR Supplement, the NASA FAR Supplement, and the Department of Energy Acquisition Regulations. Barracuda is the contractor or manufacturer. Customer must not remove or deface any restricted rights notice or other legal notice on the Products or on any packaging or other media associated with the Products.

10. Confidential Information.

Each party ("**Discloser**") may disclose to the other ("**Recipient**") certain non-public information that is designated as confidential or that a reasonable person would understand to be confidential, including information relating to the Discloser's business, technology, products, customers, and the terms of this Agreement ("**Confidential Information**"). Recipient will use Confidential Information solely in accordance with this Agreement, protect it using at least reasonable care, and not disclose it except to its employees or contractors with a need to know, or such other parties and uses as specified in this Agreement, and who are bound by written confidentiality obligations at least as protective as this Section. Confidential Information excludes information that Recipient can demonstrate was lawfully known without restriction, becomes public through no breach of this Agreement, is independently developed without use of the Confidential Information, or is rightfully received from a third party without a duty of confidentiality. Confidentiality obligations apply during the term of this Agreement and for three (3) years thereafter, except trade secrets, which will remain protected for so long as they remain trade secrets under applicable law. If disclosure is required by law or legal process, Recipient will, to the extent legally permitted, provide prompt notice to Discloser and disclose only what is required. Recipient agrees that breach of this Section 10 (Confidential Information) may cause Discloser irreparable harm, for which monetary damages may not be an adequate remedy, and that, in addition to any other remedies available, Discloser will be entitled to seek injunctive relief against such breach or threatened breach without proving actual damage or posting a bond or other security. Upon termination of this Agreement, Recipient will return or destroy all copies of Confidential Information; provided that, where permissible by law, Recipient may retain one archival copy solely for recordkeeping purposes, which will remain subject to the confidentiality obligations set forth in this Section 10 (Confidential Information).

11. Term, Termination, and Survival.

11.1. **Term.** This Agreement becomes effective on the Effective Date and remains in effect while Customer uses or possesses any Products or receives Services.

11.2. **Termination for Breach.** Either party may terminate this Agreement for cause by giving the other party written notice of a material breach. If the breach is not cured within 30 days after that notice, the terminating party may terminate this Agreement by providing written notice.

11.3. **Effect of Termination of Agreement.** Unless Barracuda terminates this Agreement for Customer's breach, (a) terminating this Agreement will not end any active Software or Hosted Services subscription,

Technical Support, or SOW that extends beyond the termination date; and (b) this Agreement will continue to apply until the applicable subscription, Technical Support term, or SOW ends or is terminated. Barracuda will make any Customer Data in a Hosted Service available for download as described in the applicable Product Guide.

11.4. **Refund or Payment upon Termination.** If Customer terminates this Agreement under Section 11.2 (Termination for Breach) above, Barracuda will refund the portion of prepaid Fees that covers the remainder of the subscription term after the termination date. If Barracuda terminates this Agreement under Section 11.2 (Termination for Breach) above, Barracuda will not refund any amounts, and Customer will pay any unpaid Fees for the remainder of the term of all Quotes, to the extent permitted by applicable law. Termination does not relieve Customer of the obligation to pay Fees due for periods before the termination date.

11.5. **Survival.** The following sections will survive termination of this Agreement: Section 2 (Orders, Fees, and Payment Terms), but only if Fees are due and owing at termination; Section 3 (Title and Ownership); Section 8 (Limitation of Liability); Section 10 (Confidential Information), but only as stated in that section; Section 11 (Term, Termination, and Survival); Section 12 (General); and Section 13 (Definitions).

12. General.

12.1. **Governing Law and Venue.** This Agreement is governed by the laws of the State of California, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Each party consents to the personal jurisdiction of the State and Federal courts located in Santa Clara County, California. If Customer is a USG Customer, and this Section 12.1 (Governing Law and Venue) conflicts with applicable law or the Federal Acquisition Regulation (FAR) (or any supplement), then the applicable law or FAR provision will control.

12.2. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party is responsible for paying compensation owed to its employees and for its employment-related taxes.

12.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

12.4. **Force Majeure.** Except for payment obligations, neither party will be liable for a failure to perform on time if the failure is caused by events beyond that party's reasonable control, including, without limitation, natural disasters, pandemics, strikes and other labor disputes, transportation failures, accidents, wars, riots, insurrections, acts of God, or orders of any government authority.

12.5. **Severability.** If a court holds any part of this Agreement invalid or unenforceable, the rest of this Agreement will remain in effect.

12.6. **Notices.** Customer must keep its contact information with Barracuda up to date. Barracuda may send notices to Customer by email to the designated contacts Customer provides, and those notices will be deemed received 2 U.S. Business Days after they are sent. Customer may send notices to Barracuda at 3175 South Winchester Blvd., Campbell, CA 95008, Attn: Legal Department. Customer's notices will be

deemed received 5 U.S. Business Days after they are sent by registered mail, or 2 U.S. Business Days after they are sent to Legal@barracuda.com.

12.7. **Waiver.** A delay or failure by either party to enforce a right under this Agreement does not waive that right.

12.8. **Assignment.** Customer may not assign or transfer its rights or obligations under this Agreement without Barracuda's prior written consent. Barracuda may assign this Agreement (and its rights and obligations under it) without Customer's consent. Any attempted assignment in violation of this Section 12.8 (Assignment) is void. Subject to the restrictions above, this Agreement will bind and benefit the parties and their respective successors and permitted assigns.

12.9. **Entire Agreement.** This Agreement is the entire agreement between the parties about its subject matter and replaces all prior and contemporaneous understandings and agreements, whether written or oral. The parties agree that any term or condition in Customer's purchase order or other order documentation (excluding Barracuda Quotes) does not apply. If there is a conflict among the following documents, the order of precedence is: (1) the Product Guide, (2) the Software Use and Restrictions Agreement, (3) this Agreement, (4) a SOW (for Professional Services), and (5) the applicable Quote. Section titles and headings are for convenience only and do not affect interpretation.

13. Definitions.

13.1. "**Barracuda Global DPA**" is defined in Section 3.4 (Privacy) of this Agreement.

13.2. **"Barracuda Privacy Notice"** is defined in Section 3.4 (Privacy) of this Agreement.

13.3. "**Business Day**" means any day other than a Saturday, Sunday, or a federal or public holiday recognized in the State of California, during which Barracuda's corporate offices are open for business, and refers to the period between 9:00 a.m. and 5:00 p.m. Pacific Time (PT) on such day.

13.4. "**Customer Data**" means all information and content (including text, sound, video, image files, and software) that Customer provides to Barracuda, or that is provided on Customer's behalf, so Barracuda can provide the Products and Services under this Agreement. Customer Data may include Customer Personal Data, but it does not include Systems Data.

13.5. "**Customer Personal Data**" has the meaning stated in the Barracuda Global DPA.

13.6. "**Delivery**" with respect to Software and Hosted Services means when the Software or Hosted Service is made available by Barracuda. Barracuda may provide Software to Customer via electronic download or other method. With respect to Hardware, Delivery means date of shipment from Barracuda's designated shipping location.

13.7. "**Feedback**" means any suggestion or idea about Products or Services, such as suggestions to modify existing Products or Services, and includes any related Intellectual Property.

13.8. "**Hardware**" means a physical appliance provided by Barracuda.

13.9. "**Hosted Service**" means a software-as-a-service (SaaS) service provided by Barracuda and hosted on a third-party hosting platform.

13.10. "**Intellectual Property**" means rights under copyright, trademark, patent, trade secret, moral rights, publicity rights, authors' rights, and other intellectual property rights, whether existing now or arising later, in any jurisdiction.

13.11. "**Order**" means a written purchase order or similar ordering document, signed or submitted to Barracuda under which the Products and Services are provided for Customer's use.

13.12. "**Personal Data**" has the meaning stated in the Barracuda Privacy Notice.

13.13. "**Product**" means, collectively, Hardware, Software, Hosted Services and any combination thereof.

13.14. "**Product Guide**" means the content at https://trust.barracuda.com/legal/product-guide or any successor website at which Barracuda publishes product descriptions and service descriptions.

13.15. **"Quote"** means a written quotation document provided by Barracuda or an authorized reseller to Customer to acquire Products and Services.

13.16. "**Service**" means either Professional Services or Technical Support, as the context requires, and "**Services**" means both collectively.

13.17. "**Software**" is as defined in the Software Use and Restrictions Agreement located at https://assets.barracuda.com/assets/docs/dms/Barracuda_Networks_Software_Use_and_Restrictions_Agreement.pdf.

13.18. "**Systems Data**" means information and content derived, generated, or collected in connection with Customer's use of the Products or Services, such as logs, session data, telemetry data, support data, usage data, threat intelligence or threat actor data, statistics, netflow data, potentially malicious files detected by the Product or Service, and derivatives thereof.

13.19. "**User**" means an individual who is authorized by Customer to use a Hosted Service, for whom Customer has purchased a subscription and to whom Customer (or, when applicable, Barracuda, at Customer's request) has supplied a user identification and password. Users may include employees, consultants, contractors, agents of Customer, and third parties with which Customer transacts business.

[End of Terms and Conditions – remainder of page intentionally blank]