

Barracuda View Archive SaaS Service Description

Barracuda sells products and services through channel partners to end users or directly to end users that use the products and services in their own business. For customers that purchase the Barracuda View Archive SaaS Service offering ("Service") from a Barracuda authorized channel partner or directly from Barracuda, your use of the Service is subject to this Service Description and the <u>Barracuda Customer Terms and Conditions</u> (unless you have a negotiated agreement with Barracuda, in which case the negotiated agreement will apply).

Barracuda also sells the Service to managed service providers ("MSP") for their use in connection with the managed services the MSP provides to its end customers. Such sale and use of the Service is subject to this Service Description and the MSP's agreement with Barracuda under which the MSP purchases the Services. MSPs pass through to their end customers the Barracuda Customer Terms and Conditions (which incorporate this Service Description).

Some Customers have negotiated agreements with Barracuda that allow the Customer to white label the Service and resell it under the Customer's brand ("OEMs Customers"). Barracuda's sale of the Service to OEM Customers is subject to this Service Description and the negotiated agreement between the parties. The OEM Customers may provide the Service under their own terms and conditions or may pass through the Barracuda Customer Terms and Conditions. End customers who purchase from an OEM Customer should check their agreement with the OEM Customer to confirm the governing terms.

The applicable governing terms and conditions document and this Service Description together are referred to as the "Agreement." This Service Description will govern if there is any conflict with other documents. Customers that purchase from Barracuda or an authorized channel partner, OEM partners and MSPs who purchase the Service are collectively referred to as the "Customer." References to the "end customer" means the entity that benefits from use of the Service, regardless of purchasing methodology. Any capitalized terms used but not defined below have the meanings in the Agreement.

Overview

The Service, which operates on the AWS public cloud, allows customers to preserve every inbound and outbound email and file attachment in the secure and dynamically scalable archive, use the built-in search tools to find and access contents quickly, and filter, tag and



export relevant content to meet legal, compliance and corporate governance demands. The Service supports Microsoft Office 365.

Unit of Measure and Limitations

The unit of measure for the Service is based on per mailbox per month. The data storage and number of calls is unlimited; however, Barracuda may charge customers for storage if they discontinue a reasonable level of journaling but retain data in storage.

Data Privacy

Global Data Processing Addendum (DPA)

Barracuda's <u>DPA</u> provides both Barracuda's and its customers' rights and obligations regarding the processing of Customer Personal Data (as defined in the DPA) in connection with Barracuda's products and services. Barracuda's customers can electronically execute the DPA via our <u>Trust Center</u>. For more information about how Barracuda processes personal data as a data controller, please review our <u>Privacy Notice</u>.

Cross-Border Data Transfer

As a global company, Barracuda operates worldwide. When Barracuda receives or transfers personal data from the European Union, the UK, or Switzerland it does so in accordance with GPDR and local data protection laws. Where required, Barracuda leverages European Commission approved cross-border data transfer mechanisms including the EU's Standard Contractual Clauses incorporated into our DPA. For data transfers to the United States, Barracuda is self-certified under the US Department of Commerce Data Privacy Framework, and its certification can be found here.

Data Retention

Customers may set their own data retention period in the Service. The data set for deletion will be deleted permanently in accordance with that retention schedule.

Location of Customer Data

See Security – Data Center Location below for information about where the Service stores customer data.



Data Access

Customers can configure user roles to determine the level of access to the Service, with roles varying from administrative (i.e., granting the user complete access to the archiving service) to end user (i.e., granting the user access only to their inbox).

All Barracuda technical support is conducted using virtual communications. Barracuda typically does not need access to customer instances or data to provide technical support.

Security

Data Transmission and Storage

Storage Facility Standards

Barracuda leases space in AWS data centers as stated below. Each data center is equipped with:

- Controlled access systems requiring key-card authentication
- Video-monitored access points
- Intrusion alarms
- Locking cabinets
- Climate Control systems
- Waterless fire suppressant systems
- Redundant power (generator backup, UPS, no single point of failure)
- Redundant Internet connectivity

Data Transmission

Customer email servers communicate with the Service with encrypted connections. Customers are responsible for enabling encryption for their devices used to log into the Service. Barracuda uses vendor-provided encrypted disk/storage to keep data encrypted until the Customer requests the data be restored.

Data Center Location

The cloud infrastructure for the Service is deployed in the following geographical regions. Customer data is stored in the respective region where the customer is located.



Americas

- AWS Region US East
- AWS Region US West

EU

• AWS Region - Ireland

APAC

AWS Region – Australia

Operations and Organizational Controls

Barracuda employees are expected to be competent, thorough, helpful, and courteous stewards of customer data that is stored in the Service. Barracuda has established measures to ensure that customers and their data are treated properly.

New Hires and Orientation

All new employees are required to accept and acknowledge in writing Barracuda's policies for non-disclosure and protection of Barracuda and third-party confidential information, including acceptable use of confidential information. When assisting customers with their technology solutions, Barracuda support technicians understand that they may come into contact with customer communications and/or customer data, and they are not to view the contents of that email without explicit permission from the customer. Barracuda employees are not to disclose the contents of that customer email to a third party under any circumstances.

Training

Barracuda access to the Service is limited to approved Barracuda personnel on an 'as needed' basis. All support personnel receive training regarding the Service. Each tier 1 technician (i.e., a reseller, MSP, or OEM partner trained to provide support) provides initial support for customers. Barracuda provides subsequent levels of support to partners and end customers. Barracuda support is provided by personnel in the U.K. and the U.S.



Use of Artificial Intelligence

The Service does not use Artificial Intelligence.

The Service is not intended for use in situations that would cause the Service to be considered "High-risk AI" under the EU AI Act. Customers must not use the Service in a manner that would subject Barracuda to obligations applicable to High-risk AI. Barracuda may terminate the customer's applicable subscriptions to the Service if it violates this obligation. Barracuda has no responsibility for customers' use of the Service in situations considered "High-risk AI."

Data Export

The Service allows customers to export their data at any time. Upon termination of a subscription, Barracuda sets the account and data status to "delete" and this stops customer access to the archive. Thirty days after the account and data are marked as "delete", the data will be marked for complete deletion. Once that 30-day time expires, Barracuda cannot retrieve the data, and Barracuda will have no liability resulting from destruction of the Customer or end customer data.

Back Ups and Disaster Recovery

For Barracuda's AWS environment, Barracuda maintains a comprehensive data backup policy to support business continuity and disaster recovery best practices. In the event of a wide-scale service outage, Barracuda will work with impacted Customers.

Technical Support

Barracuda provides technical support in accordance with the terms at: https://view.zendesk.com/hc/en-us/articles/360008479554-Support-request-ticket-priorities-target-response-resolution-timeframes.

Barracuda Trust Center

The Barracuda Trust Center is located at https://trust.barracuda.com/. Barracuda periodically updates the Trust Center. The then-current version of the Trust Center governs.

At the Trust Center customers can find the following, among other information:

- Product Certifications: https://trust.barracuda.com/security/certifications
- Security advisories: https://trust.barracuda.com/security/information#security-advisories



- Trade Compliance information and certain applicable forms: https://trust.barracuda.com/legal/trade-compliance
- Frequently requested documents, such as Certificate of Insurance, Business Associate Agreement, Non-disclosure Agreement, copy of the current SOC2 report, privacy documents, and more.

Customer-provided Third Party Software

In situations where Customer wishes to use third party software to interoperate with the Service, Customer grants Barracuda permission to allow the third party and its provider to access Customer Data and information about Customer's usage of the third party product or service as appropriate for the interoperation of that third party product or service with the Service. Customer is responsible for ensuring that it has sufficient rights under applicable law to such third party software to grant the rights to Barracuda to allow Barracuda to perform its obligations for the Customer.

Discontinuation of Services

Barracuda will provide distributors, resellers, OEM partners, and other customers reasonable advance notice before discontinuing the sale of the Service (or associated material functionality) unless Barracuda replaces such discontinued Service or functionality with a materially similar Service or functionality. Nothing in this section limits Barracuda's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This section does not apply to pre-general availability Services, offerings, or functionality.