

## **Barracuda Networks, Inc. End of Sale and End of Support Policy**

### **Introduction**

Technology products do not last forever. In technology lifecycles, better, more secure products replace older technologies. At Barracuda, we continually strive to bring products to market with more features and better security that are easy to use, buy, and deploy. This End of Sale and End of Support Policy (“**Policy**”) gives customers visibility to how Barracuda intends to do End of Sale and End of Support to make it as seamless as possible for customers and partners. Once a product has gone End of Support, Barracuda considers that product to be at the end of its life. The word “customer” in this Policy means a company that is directly or indirectly using Barracuda products and includes Managed Service Providers (“**MSPs**”) and the companies to whom they provide services (“**clients**”) using Barracuda products.

### **End of Sale**

**All Products and Services.** Barracuda will use reasonable efforts to provide customers and partners with at least 6 months’ advance notice before the End of Sale date of a Barracuda product or service. There may be circumstances when Barracuda is not able to provide this amount of notice, such as for financial or security reasons. In those situations, Barracuda will use reasonable efforts to provide customers and partners with as much advance notice as possible. Barracuda will provide a notice of End of Sale via its website or other publication means.

**Definition of End of Sale.** When Barracuda identifies a product or service as “**End of Sale**,” it means that the date Barracuda specifies will be the last date on which Barracuda will sell that product or service to new customers. Subject to the caveats below, existing customers, however, can purchase additional capacity for the product or service and renew their subscription for their purchased capacity. Caveats:

- If Barracuda allows existing customers to purchase additional quantities or renew existing subscriptions, Barracuda may limit the duration of the right to purchase more products or services and/or the duration of any subsequent subscriptions.
- Barracuda may, in its discretion, not allow existing customers to purchase additional quantities of the affected product or service and/or renew subscriptions to the product or service after a specified date.

**On-premises Products.** On-premises products include Barracuda's physical and virtual appliances. Unless the End of Sale notice states otherwise, Barracuda will continue to provide support, including replacement parts for hardware while available, and sell subscriptions to Energize Updates and Instant Replacement, to existing customers with valid support contracts as of the End of Sale date.

- Renewals for subscriptions, including Energize Updates and Instant Replacement, for the affected on-premises products may be available for shorter renewal periods.
- If a customer allows its subscriptions, including Energize Updates or Instant Replacement, to lapse after the End of Sale date, Barracuda will not allow the customer to renew them unless Barracuda agrees otherwise in writing.

**Software-as-a-Service and SOC Services.** For Barracuda's software-as-a-service ("SaaS") offerings and services performed by the Barracuda SOC that are subject to an End of Sale notice, Barracuda will stop selling subscriptions to new customers.

- For existing customers, and subject to applicable law and any exigent circumstances, Barracuda will use commercially reasonable efforts to operate the affected SaaS or SOC offerings until the end of each customer's then-current subscription term (but excluding optional renewal rights a customer may have).
- Barracuda may limit the term of, or not offer, renewals.

## End of Support

**Definition of End of Support.** An **End of Support** notice means that Barracuda will stop providing support, including no more security updates, for the affected product or service in accordance with the terms of the notice and there is no migration path to another Barracuda product.

- Customers who continue to use Barracuda products that have reached their End of Support date instead of upgrading to a later generation, supported Barracuda product or service do so at their own risk.
- Barracuda may provide customers and partners with notice that it will stop supporting a product or service at the same time as it provides an End of Sale notice, or Barracuda may provide an End of Support notice subsequent an End of Sale notice. In either case, Barracuda will use reasonable efforts to provide

customers and partners with at least 12 months' notice before the End of Support date of a Barracuda product or service.

- The notice will be on Barracuda's website or via other publication means.

**On-Premises Products.** At the time Barracuda announces End of Sale Barracuda will support hardware products for 3 years after the End of Sale date and will support on-premises software for 3 years after the End of Sale date unless Barracuda announces otherwise.

- For new licenses to existing customers, the customers should expect shorter support renewal periods. There may be circumstances when Barracuda is not able to meet these times. If that happens, Barracuda will state that in its End of Sale notice.
- After the End of Support date, Barracuda will no longer sell replacement parts for hardware, renew subscriptions for Instant Replacement or Energize Updates, or provide software or firmware updates, including security updates.
- Barracuda will use reasonable efforts to help customers migrate to other appropriate Barracuda products, either with or without a charge.

**SaaS and SOC Services.** For SaaS and SOC services, an End of Support notice means that Barracuda will stop selling subscriptions to new customers (if it has not already stated this in an End of Sale notice) and will stop selling renewal subscriptions to existing customers.

- Unless prohibited by law or other exigent circumstances, Barracuda will operate the SaaS service until the end of each customer's then-current subscription term (but excluding optional renewal rights a customer may have).
- Barracuda will make reasonable efforts to help customers who have a current subscription migrate to another appropriate Barracuda product, either with or without charge.