

Barracuda Hardware Programs Terms and Conditions

Barracuda Networks, Inc. (“Barracuda”) offers three standard programs to support some or all Barracuda physical appliances (“Hardware”): Warranty (all Hardware), Warranty Extension (limited, as described below), and Instant Replacement with Hardware Refresh (all Hardware). Below is a description of these programs and the terms and conditions for each (collectively, “Hardware Program Terms”). The Hardware Program Terms are incorporated into, and form part of, the Barracuda Legal Terms and Conditions, available at the following URL: [https://assets.barracuda.com/assets/docs/dms/Barracuda Networks Legal Terms and Conditions.pdf](https://assets.barracuda.com/assets/docs/dms/Barracuda_Networks_Legal_Terms_and_Conditions.pdf) (or such successor URL as Barracuda may designate).

Capitalized terms not defined in this document have the meanings given in the Barracuda Legal Terms and Conditions. If there is a conflict between these Hardware Program Terms and the Barracuda Legal Terms and Conditions, these Hardware Program Terms will control. Barracuda may modify the Hardware Program Terms. The Hardware Program Terms in effect when a Customer purchases its Hardware, and any applicable subscription, will apply for the duration of that subscription. Subscription renewals will be subject to the Hardware Program Terms in effect at the time of renewal.

1. Warranty

- 1.1. **Warranty Description.** Barracuda warrants to the Customer that, for one year from Delivery of the Hardware, the Hardware will be free from material defects in materials and workmanship when used strictly in accordance with the Barracuda Legal Terms and Conditions and any applicable user documentation provided by Barracuda to the Customer (“**Hardware Warranty**”). Barracuda provides this Hardware Warranty for all Hardware products unless the Customer chooses to purchase one of the Hardware subscription services described later in this document, in which case the paid subscription will apply to the Hardware.
- 1.2. **Filing a Claim.** To make a claim, the Customer must contact Barracuda Support and open a support ticket during the one-year warranty period. Support will verify that the Hardware is still within the warranty period and whether the unit is Defective. For these Hardware Program Terms, “**Defective**” means the Hardware has a material fault in materials or workmanship that causes it to not perform its main functions as described in the Product Guide or other official Barracuda documentation, when used correctly and in line with Barracuda’s terms and user instructions, and which defect is reproducible and verifiable by Barracuda through its standard support processes.
- 1.3. **Remedy.** If Barracuda Support determines, in its reasonable discretion, that the Hardware is within the warranty period and does not meet the Hardware Warranty in Section 1 (Warranty Description), then Barracuda will, on a best-efforts basis and at no additional freight cost to the Customer, dispatch a replacement Hardware unit. Alternatively, if Barracuda determines that it

is not practical to replace Defective Hardware, Barracuda will provide the Customer, as the Customer's sole remedy under this Hardware Warranty, a refund of the price paid (less applicable depreciation, calculated on a straight-line basis according to Barracuda's standard accounting practices) for the non-conforming Hardware once the Customer returns it to Barracuda.

- 1.4. **Additional Terms.** Please also see Section 4 (Terms Applicable to All Hardware Programs) for additional terms regarding shipping, fees, Hardware return obligations, title to Hardware, etc.

2. Warranty Extension

- 2.1. **Warranty Extension Description.** The Barracuda Warranty Extension Program ("**Warranty Extension**") is a limited program that applies only to certain models of Barracuda CloudGen Firewall physical appliances and certain models of modems. Please contact a Barracuda Sales Representative to find out whether a Hardware purchase is eligible for Warranty Extension.
- 2.2. **Paid Subscription.** Warranty Extension is a paid subscription. Customers may purchase one-, three-, or five-year subscriptions. During the subscription period, if the eligible Hardware becomes Defective (as defined in Section 1.2 above), the Customer must open a Barracuda Support ticket. Once Barracuda Support confirms that the Customer is eligible for Warranty Extension and that the Hardware is Defective, Barracuda will dispatch a replacement Hardware unit on a best-efforts basis within one Business Day after the RMA is approved. In this document, "**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.
- 2.3. **Time Limit.** Eligible Hardware may be covered by a Warranty Extension subscription for up to five years only. If the Customer wants to continue receiving Warranty Extension after that time, the Customer must purchase new eligible Hardware.
- 2.4. **Additional Terms.** Please also see Section 4 (Terms Applicable to All Hardware Programs) for additional terms regarding shipping, fees, Hardware return obligations, title to Hardware, etc.

3. Instant Replacement with Hardware Refresh

- 3.1. **Instant Replacement Service Description.** The "**Instant Replacement Service**" is a paid subscription available for all Barracuda Hardware and has two parts: Defective Hardware and Hardware Refresh. Customers must have an Energize Updates subscription to purchase an Instant Replacement Service subscription. Subject to any rights that cannot be excluded or limited under applicable law, for Hardware enrolled in the Instant Replacement Service, these Hardware Program Terms govern the replacement, refresh, and related service process for covered Hardware defects during the subscription period. If Barracuda provides a replacement

or other remediation under the Instant Replacement Service for a covered defect, that remediation will satisfy, and not add to, any overlapping remedy for the same defect under applicable warranty terms. If there is a conflict between these Instant Replacement Service terms and the general warranty terms, these Instant Replacement Service terms will control the enrolled Hardware. Please also see Section 4 (Terms Applicable to All Hardware Programs) for additional terms regarding shipping, fees, Hardware return obligations, title to Hardware, etc. that apply to the Instant Replacement Service.

3.2. Defective Hardware. If a Barracuda Hardware unit is Defective (as defined in Section 1.2 above) during the subscription period, the Customer must notify Barracuda Support. Support will verify the details and create a support ticket for a replacement unit. Barracuda will replace the Defective unit with a 100% discount on the cost of the replacement Hardware, subject to the restrictions and limitations in this Instant Replacement Service description.

3.2.1. Replacement Hardware. Barracuda will send replacement Hardware by the close of the next Business Day after Barracuda approves the RMA. Replacement Hardware will be sent by express courier. Transit times may vary. When the Customer receives the replacement Hardware will depend on the shipping location and other factors affecting transportation, including customs and import requirements. If feasible, Barracuda will ship from the warehouse closest to the Customer. If needed, however, Barracuda may ship from another location that has the applicable product.

3.2.2. Replacement Drives. If Barracuda determines that the issue involves the hard disk drives and the appliance has swappable drives, Barracuda will send replacement hard disk drives by standard shipping instead of sending a new appliance, and the Customer will perform the swap.

3.3. Hardware Refresh. This part of the Instant Replacement Service allows the Customer to request new Hardware for any Hardware covered by the Instant Replacement Service subscription that was purchased from Barracuda or an authorized reseller at least 4 years before the date of Delivery and has not been replaced as Defective Hardware during that 4-year period. The Customer must submit a support ticket to start this request. Once Barracuda Support verifies the details, Barracuda will send a new unit on a best-efforts basis within 1 Business Day after Barracuda determines that the Customer is eligible for Hardware Refresh.

3.3.1. Data Migration. Barracuda will help Customers, at no additional charge, move the Hardware configuration from the old Hardware to the new Hardware if the old configuration data is accessible.

3.4. Initiating Instant Replacement Service.

3.4.1. When to Purchase. Customers may purchase a one-, three-, or five-year subscription to the Instant Replacement Service. Customers must purchase the subscription either when they purchase the Hardware to be covered or within sixty days after that purchase. If

a customer purchased a Warranty Extension subscription, the customer may instead purchase an Instant Replacement Service subscription when the Warranty Extension subscription expires.

3.4.2. When Subscription Begins and Ends. The subscription to the Instant Replacement Service begins on Delivery and will expire automatically at the end of the period the Customer purchased unless the Customer renews the subscription. Subscriptions purchased within sixty days after the Hardware purchase date will begin on the Hardware Delivery date.

3.4.3. Renewals

- **With an Authorized Reseller.** Before the Instant Replacement Service subscription expires, the Customer should contact its authorized Barracuda reseller. The reseller will coordinate the renewal. Alternatively, a Customer that purchased Hardware through an authorized reseller may contact Barracuda directly to renew the Instant Replacement Service subscription if the Customer has not already contacted the reseller.
- **With Barracuda.** Before a Customer's Instant Replacement Service subscription expires, the Customer may contact Barracuda at (408) 342-5400 or 1 (888) Anti-Spam, Monday through Friday, 9 a.m. to 6 p.m. Pacific time (or other contact information Barracuda provides in the future) to renew. Customers must have the applicable Hardware serial number(s) available to renew.

3.5. Defective Hardware Replacement - Purchases Through an Authorized Barracuda Reseller.

During the Instant Replacement Service subscription period, if the Hardware is Defective, the Customer must contact its reseller. The reseller will coordinate sending a replacement Hardware unit to the Customer. For Customers in the U.S. and Canada, Barracuda will send the replacement Hardware as described in Section 3.1 above. For Customers outside the United States and Canada, the reseller will coordinate sending a replacement Hardware unit by express mail, with dispatch occurring within one Business Day after Barracuda approves the RMA. Customers must follow the terms in Section 4 below to return Defective Hardware to Barracuda.

3.6. Defective Hardware Replacement - Purchases from Barracuda. During the Instant Replacement Service subscription period, if the Hardware is Defective, the Customer must contact Barracuda Support. Barracuda Support will verify the Customer's eligibility and the status of the Hardware. Barracuda will send a replacement Hardware unit as described in Section 3.1 above. Customers must follow the terms in Section 4 below to return Defective Hardware to Barracuda.

4. Terms Applicable to All Hardware Programs

4.1. Shipping and Fees. When shipping Hardware under the programs described in this document, Barracuda ships replacement Hardware and swappable hard disk drives under Incoterms 2025

Carriage Paid To (CPT). This means Barracuda arranges and pays the shipping costs 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.

4.1.1. Shipping Destination. Customer must not move Barracuda Hardware to any location or provide access to Barracuda Hardware to any entity or individual, in a way that would violate applicable trade compliance laws. Barracuda may terminate the applicable subscription if the Customer violates this restriction. Subject to trade compliance restrictions, Barracuda will ship replacement Hardware and swappable drives to the location where Barracuda shipped the original Hardware. Customers must notify Barracuda at Ordermanagement@barracuda.com if they plan to move the Hardware from its original delivery location or if they plan to allow another company to use the Hardware. Barracuda will update its records based on that information. Subject to trade compliance restrictions, Barracuda will send a replacement Hardware unit or swappable drives, as applicable, to the updated location and, if applicable, for use by the different company. Shipments to some destinations may take additional time because of export or import controls, license requirements, or other logistical requirements.

4.2. Restrictions and Limitations for All Hardware Programs

4.2.1. Program Rights Not Transferable. Rights under a Barracuda Hardware program belong to the original purchaser and may **not** be transferred under any circumstances.

4.2.2. Only One Program Type per Hardware Unit. Hardware may be covered by Warranty, Warranty Extension, or Instant Replacement Service, but a unit may not be covered by more than one program at the same time.

4.2.3. Customer Obligations to Return Old Hardware. For all programs described in this document, Customers must return old Hardware to Barracuda in connection with receiving new Hardware. Barracuda assumes title to the original Hardware unit when Barracuda Delivers the replacement unit, and title to the replacement Hardware unit transfers to Customer at Barracuda's dock.

- **Hardware Purchased from Authorized Reseller.** When the Customer contacts its reseller to request a replacement Hardware unit, the Customer must return the original Hardware to Barracuda at the Customer's cost and risk. The reseller will coordinate issuing a Return Material Authorization number for the Customer to include with the return. The Customer must provide a valid credit card number or purchase order when the Return Material Authorization number is issued. Barracuda will not charge the Customer for the replacement Hardware if the Customer returns the original Hardware to Barracuda within thirty days after Barracuda ships the replacement Hardware. If Barracuda does not receive the original Hardware within thirty days after Barracuda

ships the replacement Hardware, Barracuda will charge the Customer's credit card or process the purchase order at the current list price for that product.

Alternatively, the Customer may contact Barracuda directly to coordinate the replacement and return of the original Hardware if the Customer has not already contacted the reseller. To use this option, follow the process directly below.

- **Purchases Directly from Barracuda.** When the Customer contacts Support to obtain new Hardware, the Customer must return the original Hardware to Barracuda at the Customer's cost and risk. Barracuda will issue a Return Material Authorization number for the Customer to include with the return and will require a valid credit card number or purchase order. Barracuda will not charge the Customer for the replacement Hardware if the Customer returns the original Hardware to Barracuda within 30 days after Barracuda ships the replacement Hardware. If Barracuda does not receive the original Hardware within thirty days, Barracuda will charge the Customer's credit card or process the purchase order at the current list price for that Hardware.

4.2.4. **What is Not Covered.** The Hardware programs described above do not cover Customer requests for replacement if the original Product is affected by:

- Damage caused by abuse, misuse, problems with electrical power, or other external causes
- Damage caused by service performed by anyone other than an authorized Barracuda service partner
- Installation, operation, repair, or maintenance not performed as described in the Hardware documentation
- Problems caused by using accessories, parts, or components not supplied by Barracuda

The Hardware programs also do not cover:

- Hardware with missing or altered serial numbers
- Hardware for which Barracuda has not received payment
- Hardware used in any high-risk or strict-liability setting where a 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 Hardware for High-Risk Activities and will not be liable to anyone for claims arising from that use.