

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) forms part of the master agreement between Barracuda Networks, Inc. (“**Barracuda**”) and Customer (“**Customer**”), or if there is no master agreement in place, then the Barracuda Terms and Conditions located at [https://www.barracuda.com/company/legal/prd\\_trm](https://www.barracuda.com/company/legal/prd_trm), for the purchase of Barracuda Products and Services (“**Principal Agreement**”). This DPA applies to the extent the Processing of Personal Data by Barracuda on behalf of Customer is subject to Data Protection Laws.

### HOW TO EXECUTE THIS DPA:

This DPA has been pre-signed on behalf of Barracuda.

To complete this DPA:

1. Complete the information in the “Customer” signature box and sign below.
2. Send the completed and signed DPA to Barracuda by email **DataProcessingAgreement@Barracuda.com**.
3. Upon receipt of the validly completed DPA by Barracuda at the foregoing email address, this DPA will become legally binding.

### DATA PROCESSING TERMS:

The terms used in this DPA shall have the meanings set forth in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set forth herein, the parties hereby agree that the terms and conditions set forth below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this DPA to the Principal Agreement are to the Principal Agreement as amended by, and including, this DPA.

#### 1. Definitions.

1.1 In this DPA, the following terms shall have the meanings set forth below:

- 1.1.1 “**Barracuda Affiliate**” means an entity that owns or controls, is owned or controlled by, or is or under common control or ownership with Barracuda, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;
- 1.1.2 “**Customer Personal Data**” means any Personal Data Processed by Barracuda or its Subprocessor on behalf of Customer, pursuant to or in connection with the Principal Agreement;
- 1.1.3 “**Data Protection Laws**” means the EU General Data Protection Regulation 2016/679 (“**GDPR**”) together with applicable national legislation implementing or supplementing the same or otherwise relating to the processing of Personal Data of natural persons, and to the extent not included therein, the UK Data Protection Act 2018, all as may be amended from time to time;
- 1.1.4 “**Subprocessor**” means any person appointed by or on behalf of Barracuda or any Barracuda Affiliate to Process Personal Data on behalf of any Customer in connection with the Principal Agreement; and

1.2 The terms, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Personal Data**”, “**Personal Data Breach**”, “**Processing**”, “**Processor**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

1.3 The word “**include**” shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

## 2. **Processing of Customer Personal Data.**

- 2.1 **Roles of the Parties.** Customer and Barracuda agree that Customer is the Controller of Customer Personal Data and Barracuda is the Processor of such data, except when Customer acts as a Processor of Personal Data, in which case Barracuda is a Subprocessor.
- 2.2 **Barracuda Obligations with Regard to Processing of Customer Personal Data.** Barracuda shall not Process, transfer, modify, amend or alter the Customer Personal Data or disclose or permit the disclosure of the Customer Personal Data to any third party other than: (i) to Process Customer Personal Data as necessary to provide the services under the Principal Agreement and/or otherwise in accordance with the documented instructions of Customer; or (ii) as required to comply with a US, EU or Member State law to which Barracuda is subject, in which case Barracuda will (to the extent required by law) inform the Customer of that legal requirement before Processing that Customer Personal Data.
- 2.3 **Customer Obligations with Regard to Processing of Customer Personal Data.**
- 2.3.1 Customer must comply with applicable laws and regulations related to privacy, data protection, and confidentiality of communications related to its procurement and use of the Barracuda Products and Services. Customer shall, in its use of the Products and Services, Process Customer Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality and legality of Customer Personal Data and the means by which Customer acquired such Personal Data.
- 2.3.2 Customer is responsible for obtaining necessary consents from individuals and for notifying individuals of transfer of their Personal Data from Customer to Barracuda.
- 2.3.3 Customer warrants that all Customer Personal Data Processed by Barracuda has been and shall be collected and Processed by the Customer in accordance with Data Protection Laws including without limitation: (a) ensuring that all notifications to and approvals from regulators that are required by Data Protection Laws are made and maintained by the Customer; and (b) ensuring that all Customer Personal Data is collected and Processed fairly and lawfully, is accurate and up to date and that a fair notice is provided to data subjects which describes the Processing to be undertaken by Barracuda pursuant to the services under the Principal Agreement.
- 2.4 **Duration and Object of Data Processing.** The duration of data Processing shall be for the term designated under the Principal Agreement. The objective of the data Processing is the performance of the Principal Agreement.
- 2.5 **Scope and Purpose of Data Processing.** The scope and purpose of Processing of Customer Personal Data is described in this DPA and in the Principal Agreement.
- 2.6 **Categories of Data Subjects.** Categories of Customer Personal Data may include, but are not limited to, Personal Data relating to: prospects, customers, business partners and vendors of Customer (who are natural persons); Employees or contact persons of Customer's prospects, customers, business partners and vendor; Employees, agents, advisors, freelancers of Customer (who are natural persons); and Customer's users authorized by Customer to use the Products and Services.
- 2.7 **Type of Customer Personal Data.** Customer Personal Data may include, but is not limited to, the following categories of Personal Data: first and last name; title; position; contact information (company, email, phone, physical business address); and professional and personal life data.

3. **Barracuda Personnel.**

3.1 **Confidentiality.** Barracuda shall take reasonable steps to ensure that its employees who may have access to the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.2 **Limitation of Access.** Barracuda shall ensure that its access to Customer Personal Data is limited to those personnel performing services in accordance with the Principal Agreement.

4. **Security.** Barracuda shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing of the Customer Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

Barracuda warrants that it will provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that Processing will meet the requirements of the Data Protection Laws and ensure the protection and rights of the data subjects.

5. **Subprocessing.**

5.1 **Appointment.** Customer hereby authorizes Barracuda to subcontract the Processing of Customer Personal Data to Subprocessors, such as the data centers used by Barracuda for data storage, who in each case are subject to terms between Barracuda and the Subprocessor that are no less protective than those set forth in this DPA. Barracuda will inform the Customer of the details of such Subprocessors upon written request from the Customer.

5.2 **Right to Object.** The Barracuda website (currently posted online at [https://www.barracuda.com/legal/processing\\_activities](https://www.barracuda.com/legal/processing_activities)) lists the Subprocessors that are currently engaged by Barracuda to carry out Processing activities for the Email Security tool. Barracuda will update the website fifteen (15) business days before it engages any new Subprocessor to carry out Processing activities, and if Customer has signed up for email updates, Barracuda will provide email notice to Customer of the proposed update. The email notice will give Customer the opportunity to object to such changes. If Customer does not object in writing within fifteen (15) days of posting on the website, Customer is deemed to have accepted the new Subprocessor. If Customer does object in writing within fifteen (15) days of posting on the website, Barracuda and Customer will discuss possible resolutions. If no agreement can be reached, Customer may, at its option terminate the Principal Agreement before the end of the notice period by providing written notice of termination in accordance with the termination provisions in the applicable Principal Agreement, along with an explanation of the grounds for non-approval.

5.3 **Liability.** Barracuda shall be liable for the acts and omissions of its Subprocessors to the same extent Barracuda would be liable if performing the services of each Subprocessor directly under the terms of this DPA.

6. **Responding to Data Subjects.** Barracuda will not independently respond to requests from Customer's employees, agents or customers without Customer's prior written consent, except where required by applicable law. Barracuda shall, to the extent legally permitted, notify Customer as soon as reasonably practicable if Barracuda receives a formal request or communication from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing or its right not to be subject to an automated individual decision making ("**Data Subject Request**").

Taking into account the nature of the Processing, Barracuda shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws. In addition, to the extent Customer, in its use of the Products and Services, does not have the ability to address a Data Subject Request, Barracuda shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Barracuda is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws, provided

in each case that the Customer shall reimburse Barracuda in full for all costs (including for internal resources and any third party costs) reasonably incurred by Barracuda performing its obligations under this section.

7. **Personal Data Breach.**

7.1 **Notification.** Upon becoming aware of a Personal Data Breach involving the Customer Personal Data, Barracuda shall notify Customer without undue delay, providing Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

7.2 **Cooperation.** Barracuda shall co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach, provided that, to the extent permitted by law, and except where Barracuda is responsible for the breach, the Customer shall reimburse Barracuda in full for all costs (including for internal resources and any third party costs) reasonably incurred by Barracuda in performing the obligations under this section.

8. **Data Protection Impact Assessment and Prior Consultation.** Upon Customer's request, Barracuda and each Barracuda Affiliate shall provide reasonable cooperation and assistance to Customer with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, to the extent needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Products and Services, and to the extent Customer does not otherwise have access to the relevant information, and such information is available to Barracuda, and in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Customer and its Subprocessors.

9. **Deletion or Return of Customer Personal Data.** Barracuda will delete or return all copies of Customer Personal Data after the business purpose for which the Customer Personal Data was collected or transferred has been fulfilled, or earlier upon Customer's written request, to the extent reasonable, and unless Union or Member State law requires storage of the Customer Personal Data.

10. **Audit Right.** On reasonable request and at Customer's expense, Barracuda shall co-operate in the conduct of any audit or inspection, reasonably necessary to demonstrate Barracuda's compliance with the obligations set forth in this DPA, provided always that this requirement shall not oblige Barracuda to provide or permit access to information concerning: (i) Barracuda's internal pricing information; (ii) information relating to Barracuda's other customers; (iii) any of Barracuda's non-public external reports; or (iv) any internal reports prepared by Barracuda's internal audit function. Customer will give Barracuda reasonable notice of any audit or inspection to be conducted and shall avoid causing any damage, injury or disruption to Barracuda's equipment, personnel and/or business in the course of such an audit or inspection. Furthermore, a maximum of one audit or review may be activated under this section in any twelve (12) month period.

11. **Notification.** Barracuda shall immediately inform Customer if, in Barracuda's opinion, an instruction pursuant to Section 10 ("Audit Right") infringes the GDPR or other EU or Member State data protection provisions.

12. **Cross Border Transfers.** Personal Data that Barracuda Processes on Customer's behalf may be transferred to, and stored and Processed in, the United States or any other country in which Barracuda or its Affiliates or Subcontractors maintain facilities. Customer appoints Barracuda to perform any such transfer of Customer Personal Data to any such country and to store and Process Customer Personal Data in order to provide the Products and Services and fulfill its obligations under the Principal Agreement.

Barracuda will ensure that transfers of Personal Data to a third country or an international organization are subject to appropriate safeguards as described in Article 46 of the GDPR and that such transfers and safeguards are documented according to Article 30(2) of the GDPR. Barracuda is certified to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks and the commitments they entail. Barracuda agrees to notify Customer in the event that it can no longer meet its obligation to provide the same level of



protection as is required by the Privacy Shield principles, and to put another appropriate safeguard in place.

13. **Severability.** Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. Any invalid or unenforceable provision shall either be: (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible; or, if that is not possible, then (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.
14. **Legal Effect.** This DPA shall only become legally binding between Customer and Barracuda once the formalities set forth in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Principal Agreement with effect from the date of second signature below.

**Customer Name:** \_\_\_\_\_


Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

**Barracuda Networks, Inc.**

Signature  \_\_\_\_\_

Name Diane Honda

Title SVP, CAO, and General Counsel

Date Signed 07/26/2019