

Load Balancer Advanced Delivery Controller (ADC) Product Description

Barracuda sells products and services through channel partners to end users that use the products and services in their own business. For customers that purchase the Load Balancer ADC product ("**Product**") from a Barracuda authorized channel partner, your use of the Product is subject to this Product 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 Product 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 Product is subject to this Product Description and the MSP's agreement with Barracuda under which the MSP purchases the Product. MSPs pass through to their end customers the Barracuda Customer Terms and Conditions (which incorporate this Product Description).

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

Introduction

The Product, a <u>Microsoft Preferred Solution</u>, is a secure application delivery controller (ADC) that enables application availability, acceleration and control, while providing application security capabilities.

The Product provides advanced Layer 4 and Layer 7 load balancing with SSL offloading and application acceleration. Using health and performance checks, the Product distributes traffic for efficient use of server resources and employs server failover for high availability, thereby optimizing application performance. The built-in global server load balancing (GSLB) module allows customers to deploy their applications across multiple geo-dispersed locations. The application security module ensures comprehensive web application protection, including against OWASP Top 10 and Application DDoS attacks, while monitoring outbound traffic for data loss prevention.



Unit of Measure and Limitations

The physical appliances are sold *per appliance*. The software on the appliances supports the capabilities of the hardware, so if a customer reaches the capacity of the hardware, then the customer must upgrade to hardware with larger capacity and purchase a subscription to the applicable software. Software on the physical appliances is licensed under a subscription for an agreed period, either monthly or for one or more years. At the end of the subscription, the license to software expires and Customer must stop using it. Without the software subscription, the Product will only function in "demo mode" with a limited set of functions.

For virtual machines, the *software is licensed by CPU Cores*. If a customer uses a virtual machine up to the capacity of the CPU Cores purchased, then the customer must purchase a higher-capacity virtual machine package.

Customers must purchase a subscription to Energize Updates. This provides updates to the firmware and application software.

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 control the data retention policies and practices for both the physical and virtual appliances.



Location of Customer Data

All data is held on the Products. Customers determines where they place the Products – on their premises or for virtual appliances, in Customer's data center or Customer's tenant in a cloud platform. Customers control placing data on and removing data from the Products.

Security

Barracuda Physical and Virtual Appliance Security

Barracuda physical and virtual appliances are closed systems: Barracuda provides all updates to the operating system and applications required to ensure the security and functionality of the product.

To ensure security or our products, Barracuda:

- 1. Implements strict change control processes during the development process.
- 2. Monitors security feeds to identify vulnerabilities that could affect product components.
- 3. Performs authenticated host and application level security scans prior to each firmware version release.

Product security issues are typically resolved via updates to currently supported firmware versions. Critical security issues are addressed, when possible, with targeted patches called Security Definitions. All customers with current support contacts are eligible to receive firmware updates and Security Definitions. However, to get security updates, customers must ensure their appliances are running a supported version. Customers in dark environments should contact support for guidance on applying firmware updates and security updates.

Customers can read more about the Product security features at https://www.barracuda.com/products/application-protection/load-balancer/features

Access Control & Security Recommendations

Barracuda Physical and Virtual Appliance Access Controls

Technical support of Barracuda appliances can, at times, employ the Barracuda support tunnel service to allow an authorized technician to directly access the unit. Access to the device is only possible when the customer consents to that access by opening the support tunnel.

User access to the support tunnel service is limited to authorized support and engineering personnel. Regular access control audits are conducted to ensure that only authorized



personnel are allowed to access the system. All activity performed on customer units is logged to a central logging system monitored by our Security Team. Logs of activity are maintained for 90 days.

Security Recommendations

Security appliances sit in a privileged position in customer networks. Customers should take care to prevent unauthorized access to the administration interface. Administrative credentials should be stored securely and rotated when users with access to them leave the company or change roles.

Barracuda appliances ship with HTTP access to their management interfaces enabled. This should be considered a temporary solution while procuring and installing an official SSL certificate for the devices. Due to the requirements for generating such a certificate, Barracuda cannot perform this step for customers. Once a certificate is installed, the appliance should be configured to only allow access to the management interface over HTTPS. See product documentation for details.

Our products also have product specific controls that support limiting access to the administrative interface. Consult the product documentation and consider implementing the option to increase the security of your device – especially if the user interface is exposed to the public internet.

Operations and Organizational Controls

Barracuda employees are expected to be competent, thorough, helpful, and courteous stewards of customer data that is stored on the Product. Barracuda has established a number of 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.



New technical support employees are provided a job description and expectations when hired regarding maintaining the confidentiality and security of customer email.

Training

Technicians who support the Product are prepared in a variety of ways. New tier 1 technicians receive class time training with tier 2 technicians and the support management team. New support technicians also spend time as understudies to an established technician for each product in which they intend to become certified. All Barracuda support technicians receive ongoing training in product-specific training sessions.

Oversight

Access to the Product is limited to approved Barracuda personnel on an 'as needed' basis. Each tier 1 technician is attended by and reports to or is mentored by a tier 2 or tier 3 technician. Each tier 2 or, when applicable, tier 3, is responsible for no more than four tier 1 technicians. Support for the Product is provided from all our support regions. Support calls from customers in the United States are generally handled by technicians in the United States. Support calls from customers outside the United States could be routed to any of these facilities. When an employee or contractor leaves Barracuda, a formal process is in place to immediately revoke physical and network access to Barracuda facilities and resources.

Support

Barracuda offers the following support pursuant to the Barracuda Technical Support Policy:

- Instant Replacement subscription.
- Enhanced or Premium <u>Support subscription</u>

Use of Artificial Intelligence

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

The Product does not include artificial intelligence.



Back Ups and Disaster Recovery

The Products offer a backup feature where Customers can manage and store their own configuration files. The backups can be done manually via the web interface or automated by following the directions available for the Product. This configuration backup is essential for restoring settings to the same or a new Product, especially in high-availability deployments

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 the Product

Barracuda will provide distributors, resellers and other customers reasonable advance notice before discontinuing the sale of the Product (or associated material functionality) unless Barracuda replaces such discontinued Product or functionality with a materially similar Product 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 pregeneral availability Products, offerings, or functionality.