

# MARCO'S BARRACUDA NETWORKS PRODUCT AND PRODUCT RELATED SERVICES ORDER AGREEMENT

This Barracuda Networks Product and Product Related Services Order Agreement (“Barracuda Product Agreement”) is entered into by and between Marco Technologies, LLC (“Marco”) and the legal entity identified in any order (“Client”) for the Barracuda subscription that Client will purchase through Marco and any related support services (“Services”) that Marco will provide (collectively, “Products”). Client’s purchase of the Products is subject to the Marco Relationship Agreement (“Agreement”) and the Barracuda Subscription Terms (defined below). By its signature, electronic or otherwise, to any Schedule of Products (“SOP”) for such Products, Client accepts and agrees that it is bound by the Agreement, this Barracuda Product Agreement and Subscription Terms.

## Barracuda Subscription

All subscriptions for Barracuda Networks (“Barracuda”) products and services are subject to and governed by

- (i) the Barracuda Terms and Conditions (United States: English) located at [https://www.barracuda.com/company/legal/prd\\_trm](https://www.barracuda.com/company/legal/prd_trm),
- (ii) (ii) the Barracuda Software Use and Restrictions Agreement located at [https://www.barracuda.com/company/legal/software\\_license\\_agreement](https://www.barracuda.com/company/legal/software_license_agreement), and
- (iii) (iii) the Barracuda Data Processing Addendum, which **Client must sign and return to Barracuda** for it to be effective, located at <https://assets.barracuda.com/assets/docs/dms/>

(collectively, “Subscription Terms”). By its electronic signature to any SOP for such Products, Client accepts and agrees that it is bound by those Subscription Terms.

Unless terminated earlier as provided in the Agreement or below, Client is purchasing any Barracuda Subscription for the term stated in each SOP for Products purchased. The Barracuda Subscription will automatically renew for successive twelve (12) month periods, at then applicable rates, which are subject to change at Marco's discretion, unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term or renewal term. Barracuda’s charges for such products are subject to change at any time. Marco reserves the right to adjust Client’s price to reflect such changes.

Client may terminate the Barracuda Subscription at any time after providing thirty (30) days' written notice to Marco. In the event Client terminates prior to the end of the then current term or renewal term, Client will pay Marco an amount equal to the Monthly Recurring Charge, multiplied by the number of months remaining in the term or renewal term ("Termination Fee") and any professional service, on boarding, off boarding, or other applicable fees. Client shall pay Marco's invoice containing the Termination Fee and any other fees within thirty (30) days of the date of the invoice. Client is responsible for all usage before actual cancellation of the Barracuda Subscription.

## Support Services

Client is fully responsible for its users' compliance with the terms of this Barracuda Product Agreement and the Subscription Terms, any breach of which by any user(s) shall be deemed to be a breach by Client.

Client may purchase support services for its Barracuda Subscription at Marco’s prevailing rates. Such support services may include portal provisioning, technical, user and system administration training, and maintenance and support services (“Support Services”). Marco’s provision of services in any SOP for Products and any Support Services are subject to and governed by the parties’ Relationship Agreement.

Effective: July 24, 2020