

## Service Level Agreement

### Barracuda Essentials

Barracuda Email Security Service, Barracuda Cloud Archiving Service, Office365 Backups

BlackIP BV will maintain the following Service Levels for Barracuda Essentials.

### Email Delivery

This Service Level measures the ability to deliver email messages to or from Barracuda's servers.

Barracuda agrees that you will be able to deliver email messages to and from Barracuda Essentials email servers, if you have purchased the relevant subscription, at least 99.9% of the time each calendar month, provided however that downtime or outages related to any server on the Internet, customer premise equipment, transportation of data across the Internet, or any periods during scheduled or emergency maintenance windows or customer-requested service interruptions are not included within the scope of, and are excluded from, this availability commitment ("Email Delivery Commitment").

Additionally, the service levels will not apply to following circumstances:

- To emails containing attachments that cannot be scanned (i.e., encrypted or password protected attachments).
- The implementation by Customer of excessively complex full text content policies.
- To emails sent by Customer to large external distribution lists, which may be subject to serialized delivery.
- Customer or third party inability to access the primary or backup MX hosts servers due to a failing in the Internet.
- Viruses introduced to Customer's systems by Customer.
- Problems caused by mail servers that are not RFC-822 compliant.
- Where Customer's email system appears to be operating as an "open relay." "Open relay" means an email server configured to receive mail from an unknown or unauthorized third party and forward mail to recipients who are not users of that system.

### Email Archiving

Barracuda agrees that you will be able to archive emails to Barracuda Essentials, if you have purchased the relevant subscription, at least

99.9% of the time each calendar month, provided however that downtime or outages related to any server on the Internet, customer premise equipment performance or configuration, transportation of data across the Internet, or any periods during scheduled or emergency maintenance windows or customer-requested service interruptions are not included within the scope of, and are excluded from, this availability commitment ("Email Archiving Commitment"). In addition to the ability to archive emails, this availability commitment also applies to the ability to access and search archived emails using the web interface, mobile apps and Outlook add-in that are provided by Barracuda as part of the archiving solution.

## Data Backup

Barracuda agrees that you will be able to replicate data to Barracuda Essentials, if you have purchased the relevant subscription, from Office 365 Exchange Online, OneDrive for Business, or SharePoint, at least 99.9% of the time each calendar month, provided however that downtime or outages related to any server on the Internet, customer premise equipment, transportation of data across the Internet, or any periods during scheduled or emergency maintenance windows or customer-requested service interruptions are not included within the scope of, and are excluded from, this availability commitment ("Data Backup Commitment").

## Web Access

Barracuda agrees that you will be able to access the management console for any of the services of Barracuda Essentials, at least 99.9% of the time each calendar month, provided however that downtime or outages related to any server on the Internet, customer premise equipment, transportation of data across the Internet, or any periods during scheduled or emergency maintenance windows or customer-requested service interruptions are not included within the scope of, and are excluded from, this availability commitment ("Web Uptime Commitment").

### 1. Credit Request Process and Service Credits

Any service-impacting condition that you experience must be reported within twenty-four (24) hours to BlackIP BV, and, if required by BlackIP BV, you must provide BlackIP BV Support with access to your service account and on-premises Barracuda Networks equipment. For the purpose of calculating the amount of excess downtime, over the relevant Commitment, the downtime does not begin until you report the service-impacting condition to BlackIP Support. In order to claim a refund, you must request such refund within ten (10) days after the end of the month in which the relevant Commitment was not met.

In case BlackIP BV does not meet the Commitments outlined above, for any of the services in Barracuda Essentials, the customer can request for a service credit, following the following schedule:

Service Availability Per Calendar Month	Credit of Fee for the Affected Month
< 99.9% but >= 98%	10%
< 98% but >= 97%	20 %
< 97% but >= 96%	30%
< 96%	40%

To receive a credit under this Section, Customer must submit a credit request to [sales@blackip.nl](mailto:sales@blackip.nl). A credit request will include details and dates of the relevant anomalies. Subject to verification by BlackIP BV, BlackIP BV will apply the appropriate credit and notify Customer accordingly. The credits set forth in the table above are applicable on a per incident basis. Notwithstanding the foregoing, BlackIP BV maximum accumulative liability to Customer under this Agreement in any calendar month shall be no more than 100% of the fees paid by Customer for the applicable month.

## 2. Service Level Conditions

Service Levels will not apply to the following circumstances:

- During any trial periods, periods of planned maintenance, periods of non-availability due to a force majeure event, or periods of suspension of Service by Barracuda in accordance with this Agreement.
- Customer is not using the Services in accordance with the Documentation (including the best practice implementation policies therein) as well as reasonable usage allowances. The reasonable usage limit for Services which include archiving, journaling or SMS messaging is three times the typical average user (as per internal benchmarks).
- Customer is not using the Services in accordance with the Product Terms located at <https://www.barracuda.com/legal/product-terms>, and including the Cloud Service Terms located at <https://www.barracuda.com/legal/cloud-service-terms>.
- A denial of service attack from a third party or Customer causes a denial of service attack to occur (or any similar event).

## 3. Technical Support

BlackIP BV will provide the following 5x8 technical support (“Technical Support”) in connection with the Services. BlackIP BV will work diligently to resolve requests as soon as reasonably possible. BlackIP BV will log all support requests, use all reasonable endeavors to provide a resolution. BlackIP BV may elect to provide a workaround as a resolution.

## 4. Contacts

Customer will nominate specific people as support contacts (“Designated Contacts”), whose details will be registered with BlackIP BV. The Designated Contacts may be amended by Customer upon written notice to BlackIP BV. Customer is required to ensure that the Designated Contacts are and continue to be fully trained on all the licensed Services using web-based training provided by BlackIP BV. Designated Contacts will perform the following:

- Carry out initial analysis and attempt to replicate the problem in an effort to resolve simple end user-type errors. They will co-ordinate the gathering of relevant information from the end-users, computer room operators, system managers in order to diagnose reported problems.
- Distinguish between normal and abnormal operation of the Services; accurately describe symptoms of repeatable problems.
- Notify BlackIP BV of problem situations using agreed procedures if the problem cannot be resolved after the initial analysis.

BlackIP BV will provide and maintain applicable contact information to enable Customer to contact the technical support team for the Applicable Region.