MRE TECHNOLOGY SERVICES, LLC ("MRETS")

STANDARD TERMS AND CONDITIONS OF SALE

FOR TECHNOLOGY PRODUCTS AND SERVICES

1.   Offer and Acceptance: MRETS offers to sell and deliver products and services (referred to herein as "products") in accordance with the terms and conditions set forth herein. Acceptance of this offer is expressly limited to such terms. MRETS hereby objects to and rejects any additional or different terms proposed by Buyer, including those contained in Buyer's purchase order, unless MRETS expressly agrees to such terms in writing.

2.   Prices and Releases: MRETS's price in effect on the actual ship date for the quantity actually shipped shall apply.

3.   Title and Delivery: If products are shipped from MRETS facilities, shipments inside the U.S. shall be delivered F.O.B. MRETS's offices in Houston, Texas. Shipments outside the U.S. shall be delivered FCA (Incoterms 2000) Buyer's designated carrier. Title and liability for loss or damage shall pass to Buyer upon MRETS's delivery to Buyer's designated carrier. Any subsequent loss or damage shall not relieve Buyer from its obligations. Buyer shall reimburse MRETS for insurance and transportation costs on international shipments and shall be responsible for all import duties, taxes and any other expenses incurred or licenses or clearances required. MRETS may deliver products in installments. Delivery dates are estimates. MRETS shall not be liable for any damage, losses or expenses incurred by Buyer if MRETS fails to meet the estimated delivery dates. If shipment of products is made directly from a distributor or manufacturer to Buyer, the shipping rules and conditions stated in their policies shall apply.

4.   Payment Terms: If MRETS extends credit to Buyer, payment terms shall be net thirty (30) days after MRETS's invoice. MRETS may change or withdraw credit amounts or payment terms at any time for any reason. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the above payment terms. If Buyer fails to make any payment when due, MRETS may suspend or cancel performance under any agreements in which MRETS has extended credit to Buyer. MRETS's suspension of performance may result in rescheduling delays. If, in MRETS's judgment, Buyer's financial condition does not justify the payment terms specified herein, then MRETS may terminate this contract unless Buyer immediately pays for all products that have been delivered and pays in advance for all products to be delivered. Termination in accordance with this clause shall not affect MRETS's right to pursue any other available remedies.

5.   Taxes: Prices do not include applicable taxes or duties. Buyer is solely responsible for paying all applicable taxes and duties. MRETS will add sales taxes to the sales price where required by applicable law, and Buyer will pay such taxes unless Buyer provides MRETS with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its payment to MRETS, Buyer shall promptly pay such amount to the appropriate tax authority and take all reasonable steps to minimize such withholding tax.

6. Contingencies: MRETS shall not be in breach of this contract and shall not be liable for any non-performance or delay in performance if such non-performance or delay is due to a force majeure event or other circumstances beyond MRETS's reasonable control, including but not limited to shortages of labor, energy, fuel, machinery or materials, technical or yield failures, war, civil unrest, any government act, law or regulation, including any judicial order or decree, any communication or power failure, labor dispute, natural disaster, fire, flood, earthquake, explosion, terrorist act or Act of God.

7. Warranties and Related Remedies:

7.1 Products not manufactured by MRETS shall carry only the warranty offered by the original manufacturer, unless specified otherwise in the offering or agreed upon by MRETS. Services shall be good and workmanlike. MRETS's warranty shall not apply to products that have been improperly installed, installed in an improper application, damaged by accident or abuse, or if Buyer alters them or fails to maintain them in accordance with the manufacturer's specifications or good practice. All labor costs and transportation costs are the responsibility and the expense of Buyer or as stated in the warranty of the original manufacturer. Buyer agrees to follow all applicable return policies of the manufacturer or the manufacturer's representative with respect to refund or repair procedures. MRETS shall not be liable for any defects that result from Buyer's design, specifications or instructions for such components.

7.2   EXCEPT AS SET FORTH ABOVE, PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MRETS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.3   Buyer agrees that prior to using or distributing any systems that include MRETS products, Buyer will thoroughly test such systems and the functionality of such MRETS products as used in such systems. MRETS may provide technical, applications or design advice, quality characterization, reliability data or other services. Buyer agrees that providing these services shall not expand or otherwise alter MRETS's warranties, as set forth above, and no additional obligations or liabilities shall arise from MRETS providing such services.

7.4 No MRETS products are authorized for use in FDA Class III (or similar life-critical medical equipment) unless authorized officers of the parties have executed a special agreement specifically governing such use. Only those MRETS components which MRETS has specifically designated as military grade are designed and intended for use in military/aerospace applications or environments. Buyer acknowledges and agrees that any military or aerospace use of MRETS products which have not been so designated is solely at the Buyer's risk, and that Buyer is solely responsible for compliance with all legal and regulatory requirements in connection with such use.

7.5 Notwithstanding anything to the contrary, SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." MRETS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING SUCH SOFTWARE PRODUCTS AND EXPERIMENTAL AND DEVELOPMENT PRODUCTS, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Intellectual Property Indemnification:

8.1 **MRETS will not pay any damages, liabilities or costs and will not defend, indemnify or hold harmless Buyer against any claim, suit or proceeding brought against Buyer, insofar as such claim, suit or proceeding is based on an allegation that products supplied by MRETS to Buyer directly infringe any patent, copyright, or trade secret.**

THE FOREGOING STATES THE SOLE LIABILITY OF THE PARTIES FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO. BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING INTELLECTUAL PROPERTY INDEMNIFICATION TERMS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT, AND THAT IN THE ABSENCE OF SUCH TERMS, THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9. Limitations and Damages Disclaimer:

9.1 General Limitations. IN NO EVENT SHALL MRETS BE LIABLE FOR ANY SPECIAL, COLLATERAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT OR THE USE OF THE PRODUCTS PROVIDED HEREUNDER, REGARDLESS OF WHETHER MRETS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, COST OF REMOVAL OR REINSTALLATION, ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, RE-TESTING, OUTSIDE COMPUTER TIME, LABOR COSTS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF USE, LOSS OF DATA, OR BUSINESS INTERRUPTION. NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST MRETS MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

9.2 Specific Limitations. IN NO EVENT SHALL MRETS'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR ANY USE OF ANY MRETS PRODUCT PROVIDED HEREUNDER, EXCEED THE TOTAL AMOUNT PAID TO MRETS FOR THE PARTICULAR UNITS SOLD OR SERVICES RENEDERED UNDER THIS CONTRACT WITHIN THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM AROSE, WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS OR SERVICES SOLD TO BUYER UNDER THIS CONTRACT SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

9.3 BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS CONTRACT AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS CONTRACT WOULD BE SUBSTANTIALLY DIFFERENT.

9.4 ATTORNEYS' FEE WAIVER. If there is any dispute concerning these terms and conditions or the performance of either party pursuant to these terms and conditions, and either party retains counsel for the purpose of enforcing any of these terms and conditions or asserting these terms and conditions in defense of suit filed against it, each party will be solely responsible for its own costs and attorneys' fees incurred in

connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion, and regardless of whether applicable law provides for attorneys' fees as a recoverable cost or element of damage in such a claim or suit.

10.   Cancellations and Rescheduling. No cancellation or rescheduling of orders by Buyer within fifteen (15) days of MRETS's estimated shipping date for the component will be accepted.

11.   Non-waiver of Default: In the event of any default by Buyer, MRETS may decline to make further shipments. If MRETS elects to continue to make shipments, MRETS's action shall not constitute a waiver of any such default or affect MRETS's legal remedies for any such default.

12.   Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the State of Texas, without reference to conflict-of-laws principles. If for any reason a court of competent jurisdiction finds any provision of this contract to be unenforceable, that provision will be enforced to the maximum extent possible to effectuate the intent of the parties, and the remainder of this contract will continue in full force and effect. This contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by the Uniform Computer Information Transactions Act (UCITA). Buyer agrees that non-exclusive jurisdiction for any dispute arising out of or relating to this contract lies within courts located in the State of Texas and consents to venue in Harris County, Texas. Notwithstanding the foregoing, any judgment may be enforced in any United States or foreign court, and MRETS may seek injunctive relief in any United States or foreign court.

13.   Export Control:

13.1 Buyer agrees that unless prior authorization is obtained from the U.S. Department of Commerce, neither Buyer nor its subsidiaries shall export, re-export, or release, directly or indirectly, any technology, software, or software source code (as defined in Part 772 of the Export Administration Regulations of the U.S. Department of Commerce ("EAR")), received from MRETS, or export, re-export, or release, directly or indirectly, any direct product of such technology, software, or software source code (as defined in Part 734 of the EAR), to any destination or country to which the export, re-export or release of the technology, software, software source code, or direct product is prohibited by the EAR. Buyer furnishes the assurances provided herein to MRETS in compliance with Part 740 (Technology and Software Under Restriction) of the EAR.

13.2 Buyer further agrees to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code acquired from MRETS under this contract or any direct product of such technical data, software or software source code. Accordingly, Buyer shall not sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by US or applicable non-US laws. Further, Buyer shall give notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such product, technical data, software or software source code from Buyer with the intention of exportation. Each party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this contract. If government approvals cannot be obtained,

MRETS may terminate, cancel or otherwise be excused from performing any obligations it may have under this contract.

13.3 Any product export classification made by MRETS shall be for MRETS's internal use only and shall not be construed as a representation or warranty regarding the proper export classification for such product or whether an export license or other documentation is required for the exportation of such product. This Section 13 shall survive termination of this contract.

14. Assignment: This contract shall not be assignable by Buyer without MRETS's prior written consent. Any unauthorized assignment shall be null and void.

15. Entire Agreement: This contract and the manufacturer's and distributor's instructions, warranties, warranty disclaimers and policies incorporated herein by reference or otherwise constitute the entire agreement between the parties relating to the sale of the products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No prior representations or statements relating to the sale of the products made by any MRETS representative, which are not stated herein, shall be binding on MRETS. No addition to or modification of any provision of this contract shall be binding upon MRETS unless made in writing and signed by a duly authorized MRETS representative. No course of dealing or trade usage or course of performance shall be relevant to explain or supplement any term in this contract. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any purchase order or other writing not expressly incorporated herein, including but not limited to data sheets, application notes and purchase order acknowledgements. The section headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract. The distributor's terms and conditions for use, warranties and disclaimers, limitations of liablity and remedies and other terms which are incorporated into this contract are attached hereto as Exhibit A.

EXHIBIT A TO MRETS TERMS AND CONDITIONS (MANUFACTURER IS BARRACUDA NETWORKS)

MRETS is bound to the following terms for return of defective products or software and Purchaser agrees to be bound by these terms and to act in such a way as to follow these procedures in order to make a warranty claims against Barracuda Networks. This is the only procedure and the only warranty in connection with these products, software and services.

Warranty. Barracuda Networks warrants that the hardware will substantially comply with the Datasheet for the Product for a period of one (1) year from the date of shipment from Barracuda Networks and that the Software will substantially comply with the Datasheet for a period of thirty (30) days from the date of shipment for the Software, as set forth in the Barracuda Networks Limited Hardware Warranty located at https://www.barracuda.com/legal/warranty. Barracuda Networks warrants the Product solely to End Users. No warranties are extended to Reseller. Reseller expressly agrees that Reseller may not make any warranty or representation, whether express, implied or otherwise on behalf of Barracuda Networks. Reseller shall be solely responsible for being the point of contact with Barracuda Networks for any warranty or Service claims from Reseller's End Users.

WARRANTY DISCLAIMER. EXCEPT AS PROVIDED BY EXPRESS WRITTEN WARRANTIES OFFERED BY BARRACUDA NETWORKS DIRECTLY TO END USERS, BARRACUDA NETWORKS DISCLAIMS ALL WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ON PRODUCTS OR SERVICES FURNISHED HEREUNDER INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF DESIGN, NON- INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Returns. Reseller shall promptly return any defective Product under warranty or under Support Services as follows: Reseller must first obtain a Return Material Authorization ("RMA") number from Barracuda Networks. Reseller must return the entire contents of the defective Product marked with the RMA number, to a receiving point designated by Barracuda Networks within thirty (30) days of Reseller's receipt of the RMA number. Reseller will pay the transportation charges (including taxes, duties and customs) for the return of the defective Product to Barracuda Networks. Replacement Products are shipped DAP (ship to location) (Incoterms 2010) from the Delivery Point. Products returned to Barracuda Networks may be repaired or replaced by Barracuda Networks at Barracuda Networks sole discretion in accordance with Barracuda Networks warranty to the End User. Replacement Products may be new or refurbished in Barracuda Networks sole discretion.

LIMITATION AND DISCLAIMER OF BARRACUDA NETWORKS LIABILITY TO MRETS AND TO PURCHASER

LIMITATION OF LIABILITY.   NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, EXCEPT IN CASE OF BODILY INJURY OR DEATH WHERE, AND THEN ONLY TO THE EXTENT THAT, APPLICABLE LAW REQUIRES SUCH LIABILITY, THE MAXIMUM LIABILITY OF BARRACUDA NETWORKS TO RESELLER, OR TO ANY PARTY WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SALE, USE, OR OTHER APPLICATION OF ANY PRODUCT OR SERVICE DELIVERED TO RESELLER HEREUNDER, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT, OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED THE ACTUAL AMOUNT PAID BY RESELLER FOR THE PRODUCT OR SERVICE GIVING RISE TO SUCH LIABILITY.

Limited Warranty and License

Barracuda Networks Limited Hardware Warranty (v 2.1)

Barracuda Networks, Inc., or the Barracuda Networks, Inc. subsidiary or authorized Distributor selling the Barracuda Networks product, if sale is not directly by Barracuda Networks, Inc., ("Barracuda Networks") warrants that commencing from the date of delivery to Customer (but in case of resale by a Barracuda Networks reseller, commencing not more than sixty (60) days after original shipment by Barracuda Networks, Inc.), and continuing for a period of one (1) year: (a) its products (excluding any software) will be free from material defects in materials and workmanship under normal use; and (b) the software provided in connection with its products, including any software contained or embedded in such products will substantially conform to Barracuda Networks published specifications in effect as of the date of manufacture. Except for the foregoing, the software is provided as is. In no event does Barracuda Networks warrant that the software is error free or that Customer will be able to operate the software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Barracuda Networks does not warrant that the software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack. The limited warranty extends only to you the original buyer of the Barracuda Networks product and is non-transferable.

Exclusive Remedy

Your sole and exclusive remedy and the entire liability of Barracuda Networks under this limited warranty shall be, at Barracuda Networks or its service centers option and expense, the repair, replacement or refund of the purchase price of any products sold which do not comply with this warranty. Hardware replaced under the terms of this limited warranty may be refurbished or new equipment substituted at Barracuda Networks' option. Barracuda Networks obligations hereunder are conditioned upon the return of affected articles in accordance with Barracuda Networks then-current Return Material Authorization ("RMA") procedures. All parts will be new or refurbished, at Barracuda Networks' discretion, and shall be furnished on an exchange basis. All parts removed for replacement will become the property of Barracuda Networks. In connection with warranty services hereunder, Barracuda Networks may at its discretion modify the hardware of the product at no cost to you to improve its reliability or performance. The warranty period is not extended if Barracuda Networks repairs or replaces a warranted product or any parts. Barracuda Networks may change the availability of limited warranties, at its discretion, but any changes will not be retroactive. IN NO EVENT SHALL BARRACUDA NETWORKS LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT FROM DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE PRODUCT, ITS ACCOMPANYING SOFTWARE, OR ITS DOCUMENTATION.

Exclusions and Restrictions

This limited warranty does not apply to Barracuda Networks products that are or have been (a) marked or identified as "sample" or "beta," (b) loaned or provided to you at no cost, (c) sold "as is," (d) repaired, altered or modified except by Barracuda Networks, (e) not installed, operated or maintained in accordance with instructions supplied by Barracuda Networks, or (f) subjected to abnormal physical or electrical stress, misuse, negligence or to an accident.
EXCEPT FOR THE ABOVE WARRANTY, BARRACUDA NETWORKS MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO BARRACUDA NETWORKS PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, AVAILABILITY, RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. EXCEPT FOR THE ABOVE WARRANTY, BARRACUDA NETWORKS' PRODUCTS AND THE SOFTWARE ARE PROVIDED "AS-IS" AND

BARRACUDA NETWORKS DOES NOT WARRANT THAT ITS PRODUCTS WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, AVAILABLE, SECURE OR ERROR FREE, OR THAT ANY ERRORS IN ITS PRODUCTS OR THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, BARRACUDA NETWORKS DOES NOT WARRANT THAT BARRACUDA NETWORKS PRODUCTS, THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH BARRACUDA NETWORKS PRODUCTS WILL BE USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

Barracuda Networks Software License Agreement (v 2.1)

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE BARRACUDA NETWORKS SOFTWARE. BY USING THE BARRACUDA SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU ARE A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN THE SOFTWARE LICENSE GRANTED UNDER THIS AGREEMENT IS EXPRESSLY CONDITIONED UPON ACCEPTANCE BY A PERSON WHO IS AUTHORIZED TO SIGN FOR AND BIND THE ENTITY. IF YOU ARE NOT AUTHORIZED TO SIGN FOR AND BIND THE ENTITY OR DO NOT AGREE WITH ALL THE TERMS OF THIS AGREEMENT, DO NOT USE THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE YOU MAY RETURN THE SOFTWARE OR HARDWARE CONTAINING THE SOFTWARE FOR A FULL REFUND TO YOUR PLACE OF PURCHASE.

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3. You may not transfer, rent, lease, lend, or sublicense the Software or allow a third party to do so. YOU MAY NOT OTHERWISE TRANSFER THE SOFTWARE OR ANY OF YOUR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT. You agree that you will have no right and will not, nor will it assist others to: (i) make unauthorized copies of all or any portion of the Software; (ii) sell, sublicense, distribute, rent or lease the Software; (iii) use the Software on a service bureau, time sharing basis or other remote access system whereby third parties other than you can use or benefit from the use of the Software; (iv) disassemble, reverse engineer, modify, translate, alter, decompile or otherwise attempt to discern the source code of all or any portion of the Software; (v) utilize or run the Software on more computers than you have purchased license to; (vi) operate the Software in a fashion that exceeds the capacity or capabilities that were purchased by you.

4. THIS AGREEMENT SHALL BE EFFECTIVE UPON INSTALLATION OF THE SOFTWARE OR PRODUCT AND SHALL TERMINATE UPON THE EARLIER OF: (A) YOUR FAILURE TO COMPLY WITH ANY TERM OF THIS AGREEMENT OR (B) RETURN, DESTRUCTION OR DELETION OF ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION. Rights of Barracuda Networks and your obligations shall survive any termination of this Agreement. Upon termination of this Agreement by Barracuda Networks, You shall certify in writing to Barracuda Networks that all copies of the Software have been destroyed or deleted from any of your computer libraries, storage devices, or any other location.

5. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE BARRACUDA SOFTWARE IS AT YOUR OWN RISK AND THAT THE ENTIRE RISK AS TO SATISFACTION, QUALITY, PERFORMANCE, AND ACCURACY IS WITH YOU. THE BARRACUDA SOFTWARE IS PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BARRACUDA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BARRACUDA SOFTWARE, EITHER EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTIBILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR ANY APPLICATION, OF ACCURACY, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. BARRACUDA DOES NOT WARRANT THE CONTINUED OPERATION OF THE SOFTWARE, THAT THE PERFORMANCE WILL MEET YOUR EXPECTATIONS, THAT THE FUNCTIONS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION WILL BE ERROR FREE OR CONTINUOUS, THAT CURRENT OR FUTURE VERSIONS OF ANY OPERATING SYSTEM WILL BE SUPPORTED, OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION GIVEN BY BARRACUDA OR AUTHORIZED BARRACUDA REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE BARRACUDA SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. FURTHERMORE BARRACUDA NETWORKS SHALL ASSUME NO WARRANTY FOR ERRORS/BUGS, FAILURES OR DAMAGE WHICH WERE CAUSED BY IMPROPER OPERATION, USE OF UNSUITABLE RESOURCES, ABNORMAL OPERATING CONDITIONS (IN PARTICULAR DEVIATIONS FROM THE INSTALLATION CONDITIONS) AS WELL AS BY TRANSPORTATION DAMAGE. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, BARRACUDA NETWORKS DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU WILL PROVIDE AN UNLIMITED PERPETUAL ZERO COST LICENSE TO BARRACUDA FOR ANY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH YOU EITHER OWN OR CONTROL THAT ARE UTILIZED IN ANY BARRACUDA PRODUCT.

6. Termination and Fair Use Policy. BARRACUDA SHALL HAVE THE ABSOLUTE AND UNILATERAL RIGHT AT ITS SOLE DISCRETION TO DENY USE OF, OR ACCESS TO BARRACUDA SOFTWARE, IF YOU ARE

DEEMED BY BARRACUDA TO BE USING THE SOFTWARE IN A MANNER NOT REASONABLY INTENDED BY BARRACUDA OR IN VIOLATION OF ANY LAW.

7. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL BARRACUDA BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR ABILITY TO USE OR INABILITY TO USE THE BARRACUDA SOFTWARE HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF BARRACUDA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. In no event shall Barracuda's total liability to you for all damages exceed the amount of one hundred dollars.The following terms govern your use of the Energize Update Software except to the extent a particular program (a) is the subject of a separate written agreement with Barracuda Networks or (b) includes a separate "click-on" license agreement as part of the installation and/or download process. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (1) the written agreement, (2) the click-on agreement, and (3) this Energize Update Software License.

8. Content Restrictions. YOU MAY NOT (AND MAY NOT ALLOW A THIRD PARTY TO) COPY, REPRODUCE, CAPTURE, STORE, RETRANSMIT, DISTRIBUTE, OR BURN TO CD (OR ANY OTHER MEDIUM) ANY COPYRIGHTED CONTENT THAT YOU ACCESS OR RECEIVE THROUGH USE OF THE PRODUCT CONTAINING THE SOFTWARE. YOU ASSUME ALL RISK AND LIABILITY FOR ANY SUCH PROHIBITED USE OF COPYRIGHTED CONTENT. You agree not to publish any benchmarks, measurements, or reports on the product without Barracuda Networks' written express approval.

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