



Barracuda Networks Partner Reseller Agreement

This Reseller Agreement is made and entered into as of 16.6.2010 by and between Barracuda Networks, Inc. ("Barracuda Networks") a Delaware USA Corporation, having its principal place of business at 3175 Winchester Blvd, Campbell, CA, 95008 USA and BRIARD, s.r.o. A 47000 Miro. 10. C. BRNO ("Reseller"), having its principal place of business at

WHEREAS, Reseller desires to purchase Products and Services from Barracuda Networks for resale directly to end-users, and Reseller is willing to provide to its end-users support, and Barracuda Networks is willing to sell products and services to Reseller,

NOW, THEREFORE, the parties mutually agree to the following:

1. APPOINTMENT

1.1 Appointment. Subject to the terms and conditions of this Agreement, Barracuda Networks hereby appoints Reseller as an independent, non-exclusive authorized reseller for the Products and Services listed in Barracuda Networks Retail Price List, located on the Barracuda Networks website ("Products and Services"), and Reseller hereby accepts such appointment for the territory of Czech Republic ("Territory").

1.2 Changes. Barracuda Networks hereby agrees to produce, sell and deliver to Reseller during the term hereof and in accordance with the provisions of this Agreement, the Products and Services set forth in the Barracuda Retail Price List, which, at Barracuda Networks' sole discretion, may be amended from time to time in order to add new Products, and/or delete discontinued Products or Services, and/or change the pricing of Products and Services.

1.3 Pricing. The price for each new Product or new Service ordered by reseller from Barracuda Networks shall be the then-current published suggested retail price in the territory, less the appropriate Reseller discount. The Reseller discount applies to all Products and Services unless specifically excluded by Barracuda Networks. Barracuda's Reseller discount is 15% and with deal registration a total of 17%. If Reseller qualifies as a Barracuda Platinum Partner the discount will be 15% and with deal registration a total of 23%. If Reseller qualifies as a Barracuda Diamond Partner the discount will be 20% and with deal registration a total of 30%. Barracuda Networks reserves the right to modify the discount or the requirements on 60 days notice. Discounts for service renewals will be for Reseller 17%, Platinum Partner 23% and Diamond Partner 30%.

1.4 Non-Exclusive. Barracuda Networks may appoint other value added resellers or representatives and distributors in the same territory and for the same or similar Products. Reseller is not a distributor of Barracuda Networks Products nor shall Reseller appoint or engage any third party to act on Reseller's behalf as its agent, representative, or distributor to either purchase or sell Barracuda Networks Products under the terms of this Agreement. However, no term or condition of this paragraph shall act to preclude Reseller from appointing or engaging an agent, representative, or distributor to either purchase or sell Reseller's systems into which Barracuda Networks Products are incorporated.

2. RESELLER OBLIGATIONS

2.1 Sales Staff and Certification. Reseller agrees to have sufficient sales staff to handle inquires regarding Products and Services. Within sixty (60) days of the Effective Date of this Agreement, a minimum of one (1) member of Reseller's sales team must pass a Barracuda Networks administered Sales Certification. The Reseller's sales staff shall respond, within a short time frame, to all sales leads provided by Barracuda Networks. If Reseller fails to complete these courses Barracuda may terminate this agreement at its discretion.

2.2 Credit Line. Reseller will establish a credit line with Barracuda Networks sufficient to supply Barracuda Networks Products, within a reasonable time frame to end users.

2.3 No Reverse Engineering. Reseller will not copy, alter, disassemble, decompile, or rent any Barracuda Networks Products or Services. Reseller will not modify Products or Services in any way. Reseller will not reverse engineer any Products or Services.

2.4 Promotion. Reseller will use reasonable efforts to promote, market, and distribute Products and Services to end users and customers. Reseller agrees to provide case studies to Barracuda Networks of customers in varying vertical markets. Reseller also agrees to place the Barracuda Partner Logo on their website in a conspicuous location. Reseller agrees to display Barracuda Networks products on their website and other appropriate marketing materials.



LOSS. In no case will Barracuda Networks be liable for any representation or warranty made by Reseller, or any agent of Reseller.

9.4 Reseller agrees to limit its warranty to its sublicensees so as not to increase Barracuda Networks' liability beyond that set forth herein and indemnifies and holds harmless Barracuda Networks from any claim or liability except as expressly set forth in this Agreement.

10. MISCELLANEOUS

10.1 Force Majeure. Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

10.2 Assignment. Barracuda Networks may assign its rights or delegate its obligations hereunder, either in whole or in part, without any prior consent of Reseller. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors and permitted assigns. For purposes of this Section, a fifty percent (50%) change in control shall constitute an assignment.

10.3 Entire Agreement. This Agreement, including all exhibits that are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Reseller

Barracuda Networks

Company: BRIARD s.r.o.
By: [Signature]
Name: PAVEL HERTL
Title: _____

By: _____
Name: _____
Title: _____



Briard, s.r.o.
Husovo náměstí 10
282 01 Český Brod
IČ 267 56 960
DIČ CZ26756960