

Barracuda Networks

# Partner Program Guide

---

North America

# Welcome

Thank you for your commitment to the Barracuda Networks Channel Partner Program (the “Program”).

As a valued channel partner of Barracuda Networks, we understand our relationship with you goes far beyond products and services—it helps produce results that drive sales. This Program Guide will provide you with details about the Program so you can begin taking advantage of all the benefits of being an authorized channel partner.

The Barracuda Networks Partner Portal located at <https://www.barracuda.com/portal> (the “Partner Portal”) gives you access to a portfolio of sales and marketing tools, including information on products, promotions, presentations, and training to assist you in selling Barracuda Networks solutions.

This Program Guide is subject to the terms and conditions of your Reseller Agreement with Barracuda Networks (“Reseller Agreement”). Any capitalized terms used in this Program Guide, but not defined herein, will have the respective meanings set forth in the Reseller Agreement. In case of any conflict between this Program Guide and the Reseller Agreement, this Program Guide shall control.

Barracuda Networks reserves the right to change this Program, and the requirements of its channel partners, including but not limited to, discounts, rebates, participation requirements and 'market development funds at any time, upon thirty (30) days prior notice. To ensure that you are receiving the most up-to-date information on the requirements and benefits of the Program, you can access the most recent version of the Program Guide for your specific region via the Partner Portal.

This Program Guide is confidential to Barracuda Networks and is intended for use by authorized Barracuda Networks channel partners only. This Program Guide is subject to the confidentiality provisions of the Reseller Agreement. This Program Guide may not be distributed to third parties without the express prior written consent of Barracuda Networks.

## Rewarding Your Investment

The objective of the Program is to allow our channel partners to invest in training, technical and sales competence, and business development that will enable mutual revenue and margin growth. The investment you make to sell Barracuda Networks products and solutions, combined with your success in the market, will determine your level in the Program.

# What's inside

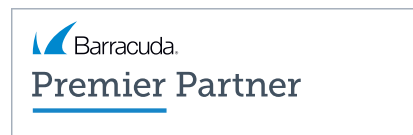
Key Components of the Program.....	4
Program Levels.....	4
Program Requirements.....	5
Email Protection Competency .....	6
Network and Application Security Competency.....	7
Data Protection Competency.....	7
Public Cloud Competency.....	8
Annual Minimum Revenue Commitment.....	8
Program Benefits and Incentives.....	10
Internal Use Product Discounts.....	12
Managed Services Provider (MSP) Competency.....	14
Demo Product Conversion.....	16
MDF Program Guide.....	18

## Key Components of the Program

Some of the benefits for channel partners that invest in and commit to the Program are:

- Program level discounts
- Deal registration
- Lead referrals
- Evaluation products (“demo”)
- Spares program
- Market Development Funds
- Sales training
- Technical training
- Partner Portal
- Program competencies
- Barracuda Rewards

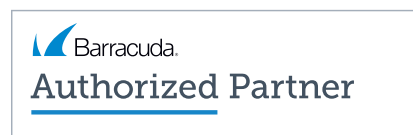
## Program Levels



1. Barracuda Networks Premier channel partners are resellers who have the resources, skills, and assets to target larger end users who can utilize multiple Barracuda Networks products. Premier level channel partners have met significant training, and pre- and post-sales support requirements, which help to provide superior customer service to the end user.



2. Barracuda Networks Preferred channel partners are resellers who meet the Program Preferred level requirements set forth by Barracuda Networks and have the resources, skills, and assets to meet end-user demand. The straightforward Program requirements provide resellers with the capabilities to sell certain Barracuda Networks products and solutions.



3. Barracuda Networks Authorized channel partners are resellers who meet the Program Authorized level requirements set forth by Barracuda Networks. These resellers have the resources, skills, and assets to meet end-user demand.



4. Barracuda Networks Affiliate channel partners are growing partners who occasionally sell Barracuda products.

# Program requirements

Table 1.1

TRAINING AND CERTIFICATION REQUIREMENTS	PREMIER	PREFERRED	AUTHORIZED
Barracuda Certified Sales Partner (BT10)	4	3	2
Barracuda Certified Sales Representative (Level 100 certificates)	3	2	2
Barracuda Certified Product Specialist (Level 200 certificates)	3	2	1
Barracuda Certified Engineer (Level 300 certificates)	1	1	0

For details, please visit <https://campus.barracuda.com>

Table 1.2

ACTIVITIES AND ENGAGEMENT REQUIRED FOR EACH LEVEL	PREMIER	PREFERRED	AUTHORIZED
Certification and training required prior to deal registration eligibility	•	•	•
Partner generates at least 50% of new sales	•	•	•
Deliver demos to customers	•	•	•
Adherence to Barracuda Networks MAP policy	•	•	•
Agreement signed with Barracuda Networks	•	•	•
Develop opportunities	•	•	•
Designate internal product champion	•	•	•
Barracuda Networks partner logo and link on website	•	•	•
Contact all leads within four hours	•	•	
NFR demo unit or software in house for demo and training	•	•	
Annual minimum revenue commitment	•	•	•
On-boarding/new hire "how-to" webinars	•	•	•
Quarterly meeting with Barracuda Networks regional sales teams	•	•	
Work with Barracuda Networks on joint end user case studies Quarterly end user event to promote Barracuda Networks products	•	•	•
Use at least one Barracuda product internally	•	•	•

## Solution Competencies

In addition to the general qualifications, there will be additional qualifications for those partners who will be receiving marketing dollars or lead flow. Partners who are in the Premier and Preferred tiers who also achieved technical product related certifications, will qualify to receive leads and marketing dollars.

Each Premier and Preferred Partner must select one or more solution competencies in order to receive leads and marketing dollars related to those categories. The Solutions include Email Protection, Data Protection, Network and Application Security, and Public Cloud Security.

1. Barracuda Networks Premier channel partners are resellers who have the resources, skills, and assets to target larger end users who can utilize multiple Barracuda Networks products. Premier level channel partners have met significant training, and pre and post-sales support requirements, which help to provide superior customer service to the end user.
2. Barracuda Networks Preferred channel partners are resellers who meet the Program Preferred level requirements set forth by Barracuda Networks and have the resources, skills, and assets to meet end-user demand. The straightforward Program requirements provide resellers with the capabilities to sell certain Barracuda Networks products and solutions.
3. Barracuda Networks Authorized channel partners are resellers who meet the Program Authorized level requirements set forth by Barracuda Networks. These resellers have the resources, skills, and assets to meet end-user demand.
4. Barracuda Networks Affiliate channel partners are growing partners who occasionally sell Barracuda

## Email Protection Competency

At least two of the following must be completed to receive leads from Barracuda

ENGAGEMENT COMMITMENTS PER QUARTER	PREMIER	PREFERRED
Email Threat Scans on new prospects per Quarter	12	6
Webinars, emails, events, or canvassing touches per Quarter	1	1
Joint Discovery or Product Demo calls in person or via conference with Barracuda personnel and end users.	6	3
New Opportunities or accepted deal registrations	6	3

### Training Commitments

BARRACUDA EMAIL SECURITY COMPETENCY COURSES	SALES CERTIFIED	PRODUCT SPECIALIST	TECHNICAL
Barracuda Essentials	2	1	1
Barracuda PhishLine	2	1	1
Barracuda Forensics and Incident Response	2	1	1
Barracuda Message Archiver	2	1	1
Barracuda Cloud Archiving Service	2	1	1
Barracuda Email Security Gateway	1	Optional	Optional
Barracuda PST Enterprise	1	Optional	Optional

*"Please note: Some Barracuda Competency Courses are subject to change, please visit <https://campus.barracuda.com/channel/partnerprogram> for a list of courses or contact your Channel Manager for more information*

# Network and Application Security Competency

At least two of the following must be completed to receive leads from Barracuda

ENGAGEMENT COMMITMENTS PER QUARTER	PREMIER	PREFERRED
Run Barracuda Vulnerability or CSG Scan	2	2
Webinars, emails, events, or canvassing touches per Quarter	1	1
Joint Discovery or Product Demo calls in person or via conference with Barracuda personnel and end users.	6	3
New Opportunities or accepted deal registrations	6	3

## Training Commitments

BARRACUDA NETWORK AND APPLICATION SECURITY COMPETENCY COURSES	SALES CERTIFIED	PRODUCT SPECIALIST	TECHNICAL
Barracuda CloudGen Firewall	2	1	1
Barracuda Web Application Firewall	2	1	1
Barracuda Vulnerability Remediation Service	2	1	1
Barracuda Firewall Insights	2	1	1
Barracuda Cloud Security Guardian	Optional	Optional	Optional
Azure Certified Engineers (from Microsoft)	For Cloud Leads	For Cloud Leads	For Cloud Leads
AWS Certified Engineers (from AWS)	For Cloud Leads	For Cloud Leads	For Cloud Leads
GCP Certified Engineers (from Google)	For Cloud Leads	For Cloud Leads	For Cloud Leads

Please note: Some Barracuda Competency Courses are subject to change, please visit <https://campus.barracuda.com/channel/partnerprogram> for a list of courses or contact your Channel Manager for more information.

# Data Protection Competency

At least two of the following must be completed to receive leads from Barracuda

ENGAGEMENT COMMITMENTS PER QUARTER	PREMIER	PREFERRED
Capacity "Check in" report with Barracuda end users (get report from Barracuda as to capacity of each Barracuda box of record, for end users over 80 percent attempt to verify upsell opportunity.	1	1
Webinars, emails, events, or canvassing touches per Quarter	2	1
Joint Discovery or Product Demo calls in person or via conference with Barracuda personnel and end users.	6	3
New Opportunities or accepted deal registrations	6	3

### Training Commitments

BARRACUDA DATA PROTECTION COMPETENCY COURSES	SALES CERTIFIED	PRODUCT SPECIALIST	TECHNICAL
Barracuda Data Protection Specialist	2	1	1
Barracuda Backup	2	1	1
Barracuda Cloud to Cloud Backup	2	1	1

Please note: Some Barracuda Competency Courses are subject to change, please visit <https://campus.barracuda.com/channel/partnerprogram> for a list of courses or contact your Channel Manager for more information.

## Public Cloud Competency

At least two of the following must be completed to receive leads from Barracuda

ENGAGEMENT COMMITMENTS PER QUARTER	PREMIER	PREFERRED
Health check report with each Barracuda Customer auditing their Public Cloud Consumption with Cloud Security Guardian or similar tool.	Quarterly	Quarterly
Webinars, emails, events, or canvassing touches per Quarter	2	1
Joint Discovery or Product Demo calls in person or via conference with Barracuda personnel and end users.	6	3
New Opportunities or accepted deal registrations	6	3

Cloud Competent Partners will have corresponding Azure, AWS or GCP certifications and will be authorized as competent by the Barracuda Cloud Technical Team via formal testing, or informal interviews.

## Annual Minimum Revenue Commitment

The annual minimum revenue commitment is based on the local list price for hardware or software purchases reported through Barracuda Networks distributors, or on direct sales from Barracuda Networks. Your level will be evaluated and adjusted once a year and is based on your performance in the previous fiscal year, which runs from March 1 through February 28.

Beginning August 1, 2019, the benefits for the top two tiers of partners will be increased.

Channel Partners must meet net new revenue minimums in the following table to maintain their status in the Program. This includes, but is not limited to the Partner level discounts. Excludes renewals and upgrades, or sell one hundred thousand dollars (\$100K) in renewals to maintain their status in the Program, including but not limited to the Partner level discounts.



CHANNEL PARTNER LEVEL	PREMIER	PREFERRED	AUTHORIZED	AFFILIATE (MUST BUY FROM DISTRIBUTOR)
Annual minimum revenue commitment for new product sales (excluding service renewals)	\$350,000	\$175,000	\$30,000 OR \$100,000 in renewals	\$0

## Business Plans

Premier and Preferred Channel Partners must submit a business plan to Barracuda Networks annually. Plans should include marketing, sales, and support goals. Work with your channel account manager to create the plan once per Fiscal Year. Every other quarter you should review your plan and put together updated plans for the half year.

## Certifications and Training

To maintain your Program level and participate in Program benefits, you must complete the certification requirement plus any competency requirements that you wish to participate in. (See above.)

When you enter the Program, you will have ninety (90) days to meet the certification requirement at the Program level you are joining. Once in the Program, you must maintain your certifications at all times. You will be reviewed semiannually for compliance.

Certifications may only be held by full-time employees who must satisfy all certification requirements for each product that the channel partner sells or supports.

You must replace certifications within thirty (30) days in the event a certified individual leaves your company.

## Minimum Advertised Price (MAP)

You may sell products and support services at a price above the Minimum Advertised Price (“MAP”); however, you may not display a price below MAP in any print or online advertising. Additionally, you may not indicate that the actual price or a lower price will be shown when added to the shopping cart or equivalent. The MAP for Barracuda Networks products and support services is currently five percent (5%) below the local list price for the product in the territory (“list price”). However, this may be revised by Barracuda Networks without notice. Failure to comply with this requirement is a material violation of the Program and may result in termination of the Reseller Agreement by Barracuda Networks.

# Program Benefits and Incentives

Benefits eligibility is dependent on Program level and resource availability by region and may be subject to additional participation requirements.

**Table 1.3**

TRAINING AND TOOLS	PREMIER	PREFERRED	AUTHORIZED
Partner Portal	•	•	•
Barracuda Campus	•	•	•
Barracuda Networks demo calls	•	•	•
Barracuda Networks demo scripts	•	•	•
Online ordering (when available)	•	•	•
Marketing materials	•	•	•
Onsite reseller training	•	•	

COMMUNICATION AND ENGAGEMENT	PREMIER	PREFERRED	AUTHORIZED
Partner certificate	•	•	•
Use of Barracuda Networks partner logo	•	•	•
Renewal notifications	•	•	•
Priority phone and online support	•	•	•
Joint account calls	•	•	•
Designated Barracuda Networks account management team	•	•	
Candidate for partner council	•	•	
Candidate may participate in beta program	•	•	
VAR specific premier support hotline access with appropriate certified engineering certs	•	•	

BENEFITS	PREMIER	PREFERRED	AUTHORIZED
Special pricing promotions	•	•	
Discount on non-registered deals	•	•	•
Discount on approved qualified registered deals	•	•	•
Partner of record eligibility for renewals	•	•	•
Eligible for MDF funds	•	•	
Barracuda Networks upgrade program	•	•	•
May purchase demo products from Barracuda Networks	•	•	•
May sell Barracuda Networks premier support	•	•	•
Not-for-resale units available at discounts	•	•	•
Access to Barracuda Networks demo units for large potential end users	•	•	•
Receive leads from Barracuda Networks	•	•	
Ability to opt into the Competency Certification programs	•	•	
Marketing	•		

## Partner Portal

The Barracuda Networks Partner Portal (the “Partner Portal”), located at <https://www.barracuda.com/portal>, gives you access to a portfolio of sales and marketing tools, including information on deal registrations, products, promotions, presentations, and training to help you sell Barracuda Networks solutions. You are also able to manage purchases, activate products, and check on subscriptions and renewals.

## Partner Logo

Barracuda Networks provides three distinct channel partner logos to help your organization promote and differentiate your investment and commitment with end users and prospects. Logos may be accessed and downloaded from the media page of the Barracuda Networks Partner Portal at <https://www.barracudanetworks.com/media>.

## Standard Discounts

Barracuda Networks provides the following discounts:

### Resale Product Discounts: Table 1.4

*Partners cannot add to discount categories.*

*Dollar value for registration (\$3,000 - \$29,999) etc., is based on retail price of the total quote or for MSP SKUs (the annual contract value). MSP SKUs only available to channel partners with MSP Competency Certification.*

NORTH AMERICA PARTNER DISCOUNT GRID		PREMIER (\$350K)	PREFERRED \$175K	AUTHORIZED \$30K	AFFILIATE (\$30K AND BELOW)
New Business	Design-in Registration \$30,000+	43%	35%	25%	10%
	Design-in Registration \$3,000 to \$29,999	38%	30%	23%	10%
	Design-in Registration \$0 to \$2,999	23%	20%	10%	10%
	Lead Out Registration Discount	23%	20%	10%	10%
	Non-Registered	10%	10%	10%	10%
Renewal	Partner of Record	23%	20%	15%	10%
	Non-Partner of Record	10%	10%	10%	10%

# Internal Use Product Discounts

You may purchase up to a maximum list price of US \$40,000 in products and support services for internal use in your network. Products purchased for internal use may not be resold, and support services must be purchased for all internal use products at the time of initial order. No other discounts (including deal registration discounts) or promotional discounts may be applied to internal use products. Some products may not be eligible for NFR status. Some product NFRs may be limited to certain models.

**Table 1.5**

BARRACUDA NETWORKS PRODUCTS	PREMIER AND DMR	PREFERRED	AUTHORIZED
Hardware up to 8xx	80%	70%	50%
Vx, Public Cloud, SaaS over \$5,000 per year	50%	50%	50%
Vx, Public Cloud, SaaS first \$5,000 per year	100%	100%	50%
All NFR renewals	100%	100%	50%

**Exclusions: NG Models F18 and F80, C2C (AO1 and Standalone PST [not BMA licenses]), PhishLine**

*VAR minimum revenue requirements and training requirements must be achieved to secure NFR renewal discounts.*

*Barracuda Networks reserves the right to limit internal use purchases at its discretion.*

*Barracuda will pay reasonable "carrying costs" for distributors, in the US at 3% outside the US including Canada at 5%.*

## Deal Registration

Deal registration discounts vary based on deal size as calculated at list price.

The "registration discount available" tier is calculated based on the "list price of the order" that will be placed by the end user. In those instances where the "list price for new business" is given an "annual contract value," the "annual contract value" may be viewed as the "list price for the order," and the corresponding discount will apply. You must register deals online via the Barracuda Networks tool.

This Program is designed to recognize your efforts in deals that you bring to Barracuda Networks and lead the effort to complete. To achieve this, the Program provides you with additional discounts.

Channel partners who generate the lead, initiate the end-user relationship, and are proactive in working with the end user will normally be awarded deal registration. Deal registration will not be granted or considered valid if the channel partner is trying to obtain a deal when another channel partner's efforts have created the deal. Barracuda Networks reserves the right to reject any deal registration at any time, even after deal registration has been granted, approved, or received. Deal registration may or may not be exclusive, at Barracuda Networks' sole discretion.

Lead Out deal registration opportunities are (i) in response to an end-user initiated request for proposal (RFP), or (ii) based on information provided by Barracuda Networks to the channel partner, or (iii) otherwise known to Barracuda Networks before the channel partner requested registration for the potential deal.

Design-in deal registration opportunities are new deals (excluding upgrades and renewals) that the channel partner has identified and pre-qualified as potential deals without any involvement from Barracuda Networks.

## The Process

You must request deal registration via the Partner Portal. The appropriate Barracuda Networks sales team member will acknowledge the deal registration. Deal registration status is displayed in the Partner Portal and you will receive a deal registration identification number via email. The deal registration status will normally appear as “Received,” and will remain as “Received” until it expires. If Barracuda Networks determines that a deal is “Approved: Standard” or “Not Approved” based on criteria below, you will receive an email notification indicating the change in status. Average time for response is within 48 hours. Barracuda Networks reserves the right to change deal registration status at any time.

## Distribution

If you are purchasing through a distributor, you must specify the distributor at the time of deal registration, and you cannot change the distributor.

## Ordering with Deal Registration

Any additional discount will be provided at the time of order if the deal registration is valid and the deal registration identification number is on your purchase order. Discount requests must be indicated at the time your purchase order is placed and will not be approved for any reason AFTER the purchase order is placed.

## Additional Rules

- Any channel partner that registers a deal on or after the date of sale will not obtain deal registration status.
- Deal registration is valid for ninety (90) days after it is received/acknowledged but may be extended upon request at Barracuda Networks' discretion.
- Deal registration identification number and product must match when order is placed.
- Deal registration requires meeting all channel partner requirements at time of order.
- Deal registration requires that the channel partner be in good standing with up-to-date certifications for the designated partner level.
- Barracuda Networks reserves the right to award or not award the deal registration discount to a channel partner in its sole discretion, and Barracuda Networks' decision is final.

## Renewals

- You must notify end users sixty (60) days prior to the expiration date for all Barracuda Networks subscriptions.
- Barracuda Networks reserves the right to solicit a renewal order directly from the end user or through another reseller as set forth below.
- The “Renewal for Partner of Record” discount applies to the reseller who initially made the sale to the end user, or for renewals, the reseller of record, which in all cases must be in good standing, and in full compliance with the Program level requirements set forth herein (the “Partner of Record”). An end user may request a change, or Barracuda may require a change, to the Partner of Record if the current reseller cannot adequately work with them or effectively manage the renewal.

- Disputes to the Partner of Record will be resolved by Barracuda Networks in its sole discretion.
- All channel partners selling renewals who are NOT the Partner of Record will be given the “unregistered” discount.
- Renewals are subject to the discount rules described in table 1.4. Renewals are not eligible for additional discounts.
- Barracuda Networks products must maintain continuous support subscriptions, or they will be subject to a reinstatement fee dating back to the expiration date of the previous period.
- In order to qualify for the internal use discount set forth above for renewals, you are required to have at least one new product sale (\$5K minimum) in the previous twelve (12) month period, otherwise the standard renewal resale discounts will apply.

Barracuda Networks offers certain SKUs and business arrangements only to those channel partners who can demonstrate business or technical acumen in certain areas. This is necessary to provide the expected level of service to end users in these new markets. Competencies will be restricted to channel partners in the Premier or Preferred Program levels.

## Managed Services Provider (MSP) Competency

Upon prior written approval from Barracuda Networks, which will include additional contractual terms, you may use certain pre-approved products and support services to provide managed services to third parties.

The Managed Service Provider (MSP) Competency is designed for traditional resellers who are transitioning to a managed-services business model or have an existing managed-services practice. MSPs are channel partners who demonstrate a core strength delivering and supporting one or more services built on a particular Barracuda Networks product to their end users.



### Requirements

- You must have a Barracuda Networks Reseller Agreement in place.
- You must provide end users tier 1 and tier 2 technical support during regular business hours and after-hours incident response.
- You must communicate to end users that the MSP is the primary support contact and that any solution support issues will be handled by the MSP and not by Barracuda Networks.

## Benefits

- You will have access to Barracuda Networks MSP Solution SKUs. These SKUs are available for certain products and are invoiced monthly with an annual contract commitment.
- You may request to transfer an MSP solution appliance or subscription to another end user by making the request in writing to Barracuda Networks. Barracuda Networks must consent in writing prior to any such transfer. Prior to any permitted transfer, you must ensure that all data and information of the prior end user is permanently deleted as instructed by Barracuda Networks and re-registered in the name of the new end user.

## Terms and Conditions

When purchasing the MSP solution SKUs, the following terms apply:

With respect to any solutions you use to provide managed services to third parties (a) you will not be entitled to any of the benefits set forth herein, including—without limitation—any deal registration discounts and (b) you agree to indemnify and hold harmless Barracuda Networks from any claims from any third party related to the services you provide.

## Lead Referrals

Barracuda Networks generates leads through a wide range of marketing efforts and distributes them to channel partners. Lead distribution will be determined based on adherence to the Competency Requirements above and on other factors determined solely by Barracuda Networks.

Barracuda Networks will not share any sales lead that it provides to a channel partner with another reseller for a period of up to ninety (90) days unless the channel partner is not actively pursuing the opportunity, in Barracuda Networks' sole discretion. This period affords the channel partner the opportunity to complete the sale to the end user. Barracuda is under no obligation to share leads.

## Evaluation Products (“Demo”)

### Key Features

- Low cost of investment
- Simple process for evaluations
- Conversion allows the end user to keep their configured unit.
- Barracuda Networks will use reasonable efforts to ship orders next day, eliminating the need for in-house inventory.

You may request demo products for your end users to evaluate. Barracuda Networks requires an Evaluation Agreement to be signed with the end user before the demo product is shipped.

# Demo Product Conversion

There are two ways to convert demo products:

1. Convert demo product to end-user product.

Any demo product may be converted to an end-user product by sending a valid purchase order for a demo product conversion once it is sold to an end user. The price of the demo product conversion is set forth on the local price list. You must pay a demo-product conversion fee.

The activation date is the date the purchase order is received or thirty (30) days after the demo product was installed at the end user, whichever is earliest. No replacement product will be shipped at the time of conversion. An automatic credit will be created for any fees paid, and held in the account of the channel partner that paid the fee, for application to a new order.

**The purchase order must include:**

- Serial number of the demo product
- Reseller information
- End-user contact information
- Evaluation conversion part numbers and relevant subscriptions

2. Install a new unit for the user.

If the end user wants a replacement unit to substitute for the demo product, the channel partner is responsible for purchasing and providing the replacement product to the end user. As with any product sale, the new unit must be activated when received by the end user. The demo product remains a demo product and can be used for another end-user evaluation after the data is wiped using the Barracuda full recovery option and the demo product is reset.

## Spares Program

Barracuda Networks allows channel partners to purchase a limited number of spare products at a discounted price for end users who have purchased Instant Replacement Service from Barracuda Networks. Spares may only be purchased at the time the order is received by Barracuda Networks for the product covered by Instant Replacement. You may purchase, at most, one spare product for each product covered by instant Replacement for a specific end user. In order to purchase a spare product, you must provide Barracuda Networks with the name and address of the end user at the time of order.

Spare products may be sent to the designated end user in the event of a product failure. You must notify Barracuda Networks of your intent to replace a defective product with a spare product prior to sending the replacement spare unit to the end user so that Barracuda Networks may activate the spare product. You are responsible for ensuring that the defective product is returned to Barracuda Networks. Once Barracuda Networks receives the defective product, Barracuda Networks will send you a replacement spare product in accordance with the terms in your Reseller Agreement for return and shipment of defective or RMA products.



## **Barracuda Campus**

Technical training and certification programs designed to help you with supporting Barracuda Networks products can be found here: <https://campus.barracuda.com>.

## **Joint Account Calls**

When it helps to have Barracuda Networks representation in an important end-user call, you can schedule a joint account teleconference with a local Barracuda Networks representative.

## **Program Contact**

For questions or more information on the Program, contact your channel manager or [Sales@barracuda.com](mailto:Sales@barracuda.com)

Barracuda Networks

# MDF Partner Program Guide

---

Americas

# Table of Contents

Overview .....	3
Barracuda MDF at a glance.....	3
Process Overview .....	5
Partner Step-By-Step Process To Access Barracuda MDF .....	6
Activity Categories.....	7
*Pro-rated Description.....	11
Non-Eligible Activities .....	11
Branding Guidelines.....	12
Resources.....	12

## Overview

Barracuda is pleased to provide our partners with a Marketing Development Fund (MDF) Program that enhances and supports our partners' sales and marketing strategies and ultimately helps develop revenue opportunities to secure new business. This Policy Guide explains how to easily access, use and claim MDF.

### Eligibility:

- Partner must be a current authorized Barracuda Reseller with Premier or Preferred status.
- Partner must be fully compliant with all sales program policies provided by Barracuda, in accordance with the Barracuda approval process as outlined in this Policy Guide.
- Eligible channel partners must be current on certifications and other program requirements to request MDF.

### Description:

The Barracuda MDF Program provides eligible Barracuda Partners the ability to apply for reimbursable funding for approved demand generation, business development, and partner enablement activities. The Barracuda MDF Program requires that partners first incur the expense for a pre-approved activity. Partners will then be reimbursed at a pre-designated level to assist covering the marketing costs.

### Effective Date:

The Barracuda MDF Program is effective as of March 1, 2022. Barracuda reserves the right to modify or cancel this MDF Program at any time. It is the obligation of our partners to review the latest version of the Partner Program Guide located on the platform Homepage, within our Partner Portal.

## Barracuda MDF at a glance

### Investment and Contribution:

Partners may access MDF with:

- An approved business/marketing plan for all activities planned on a quarterly basis
- Approved MDF requests that include associated ROI for each activity. Barracuda will fund up to 50% of the total activity cost for approved activities. Activities may be eligible upon prior approval for funding up to 100% of the total activity cost. Total fund details will be specified in the approved request.

### Fund Requests:

Partners must submit all requests through the Barracuda MDF Tool found on the Partner Portal. All MDF requests must be pre-approved in writing by Barracuda Networks. Once an activity is pre-approved, Barracuda Networks will make the funds available for reimbursement for up to three (3) months from the event end date, at which point any unused pre-approvals will expire. Barracuda may reject any claim which does not meet the requirements of the MDF Program. The funds must be used and claimed during the timeframes for which they were requested and approved. Reference the "Claims and Proof of Performance" section for full timeframe details.

Channel partners are responsible for paying supplier invoices for marketing activities. Barracuda Networks will not pay third-party invoices.

### **Eligible Activities:**

A list of eligible activities, descriptions, Proof of Performance (PoP) and ROI values are included in the tables that follow. If your activity is not listed, please contact and discuss with your Barracuda Channel Manager and/or Channel Field Marketing Manager to see if it can be qualified. Activities must meet a \$100.00 USD (or equivalent) minimum to qualify.

### **Branding and Approved Marketing Guide:**

Collateral that includes any element of the Barracuda branding and messaging must be uploaded and approved in the Barracuda MDF Tool before an activity is launched. All marketing collaterals must be prepared in accordance with current Barracuda Branding Guidelines located on the Barracuda Media Portal.

### **Claims & Proof of Performance:**

Expenses must be incurred within the timeframe that the funds are allocated and must be submitted via the Barracuda MDF Tool. The associated Proof of Performance (PoP) and ROI must be submitted for each activity, and claims must be submitted within 90 days of the completed activity.

Claims must be received, and proof of performance verified by Barracuda Networks ten (10) business days before the pre-approval is scheduled to expire in order to be considered for payment by Barracuda Networks. Failure to submit a claim for reimbursement within the stated timeline will be grounds for forfeiture of such funds.

### **Audit:**

All claims will be audited and approved according to these MDF Policy guidelines and the Barracuda Partner Program Guide. Partner will be notified should more information be required.

### **Reimbursement & Payment:**

Barracuda Networks will use commercially reasonable efforts to reimburse the claim within 45 days of Barracuda Networks approval of the claim. Upon approval, payments will be made through a credit memo. Credit memo's may only be applied to direct future purchases (i.e. non-pending invoices) from Barracuda Networks. Credits not used by channel partner to purchase new products or support services within six (6) months of the date of the credit will be forfeited and no longer valid or claimable. Reclaimable local taxes will not be paid on any invoice. No payments will be made nine (9) months after the completion of any event.

Submitted claims against requests are paid based solely on compliance with the program as outlined in this Policy Guide and other policies provided by Barracuda. All decisions of Barracuda Networks with regard to pre- and post-payment approval are final.

### Barracuda Administration:

The Barracuda MDF Program is administered by each of the regional channel marketing teams, globally, and will be distributed regionally in support of the channel marketing teams and partners.

### Partner MDF Management:

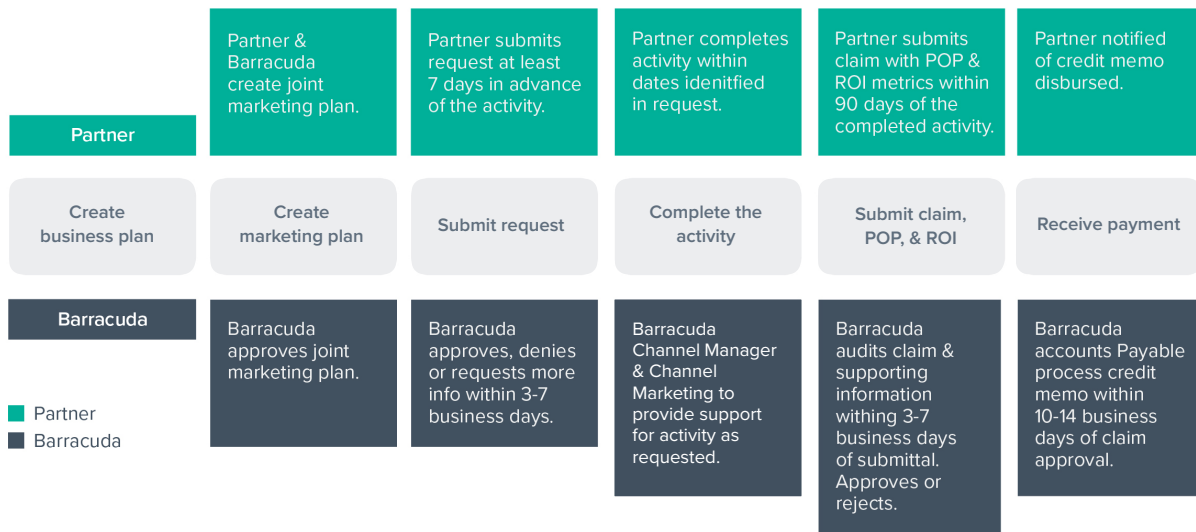
All MDF activities are managed through the Barracuda MDF Tool located on the Partner Portal.

### Error Resolution:

If you believe an error has been made in auditing your claim, you must report it to [amer\\_mdf@barracuda.com](mailto:amer_mdf@barracuda.com) support team via e-mail within 60 days of the date the claim was audited or the statement was received. Failure to report a problem within this 60-day window will result in loss of opportunity for an adjustment to your account. All disputes will be resolved in the reasonable sole discretion of Barracuda.

## Process Overview

Below is a visual of the MDF process from creation of the quarterly marketing plan, to requesting and claiming MDF.



## Partner Step-By-Step Process To Access Barracuda MDF

STEP	ACTIVITY	DESCRIPTION
1	Create and submit a quarterly marketing plan	<p>Work with your Channel Manager and Channel Marketing Manager to:</p> <ol style="list-style-type: none"> <li>Create a business/marketing plan that supports your Barracuda business objectives and projected ROI for each activity per quarter.</li> <li>Define marketing activities including the projected ROI.</li> <li>Create ROI Plans which align to Barracuda recommendation.</li> </ol>
2	Create and submit an MDF request	<p>Submit your MDF request through the Barracuda MDF program on the Partner Portal. Please upload your activity at least <b>7 days before the activity commences. All MDF requests must be approved before a partner commits, executes or incurs any expenses for these activities.</b></p> <p>Barracuda will approve, reject or request more information within 3–7 business days.</p>
3	Execute the activity	<p>The activity must occur between the start and end dates requested in the MDF request.</p> <p>No activity may begin until the request is approved in the MDF tool.</p> <p>Upon request, the Barracuda Channel Manager and Channel Marketing Manager will work with you to complete the activity.</p>
4	Submit an MDF claim and PoP (Proof of Performance)	<p>Submit your MDF claim with the required PoP and ROI through the MDF tool within 90 days of the completed activity.</p> <p>Claims submitted for greater than the amount of the approved request will be rejected or fulfilled at the approved amount only.</p> <p>If Barracuda determines that the claim is incomplete, additional information must be submitted through the MDF tool. If the incomplete status is not resolved within 30 days from submission, the claim will be denied.</p>
5	Receive reimbursement payment	<p>Barracuda will review and approve/decline or request more information within 3–7 business days of the claim form submission date.</p> <p>The maximum amount that will be reimbursed is the amount the request was approved for.</p> <p>Partners will receive notification of the credit memo. Partners will also be able to view reports of their own activity in the tool.</p> <p>Partners will receive payment of undisputed amounts within 45 days of the claim's approval.</p>

## Activity Categories

DEMAND GENERATION	BUSINESS DEVELOPMENT	PARTNER ENABLEMENT
<b>Direct Marketing</b> <i>(Email, mail, telemarketing, product samples etc.)</i>	<b>Sales Incentives</b> <i>(Partner Sales Incentives/SPIFs)</i>	<b>Partner Facing Events</b> <i>(Vendor fairs, Floor Days, Vendor Sales Kick-offs/Sales Conferences)</i>
<b>Advertising/Media/PR</b> <i>(Print, online, audio, video, banners, branded merchandise)</i>		
<b>Web Marketing &amp; Website</b> <i>(Social media / SEO / SEM /webcasts/web conferences/webinars, Barracuda ONLY Micro site, Website Updates/Maintenance)</i>		
<b>Demand Gen Tools</b> <i>(Case studies, white papers, collateral, content, syndication, Gartner, analyst documents, etc.)</i>		
<b>Promotional Merchandise</b> <i>(Vendor or co-branded items, non-branded items/prizes)</i>		
<b>Customer Facing Events</b> <i>(Seminars/tradeshows, Lunch and Learns, Webinars, Customer engagement events)</i>		
<b>Recommend Resellers allocate 70% of activities in Demand Generation</b>	<b>Recommend Resellers allocate 10% of activities in Business Development</b>	<b>Recommend Resellers allocate 20% of activities in Partner Enablement</b> <b>Recommend Resellers allocate 20% of activities in Partner Enablement</b>

The Barracuda MDF Program is designed to support value-add marketing activities that build awareness and demand generation while also enabling and developing partners to improve joint marketing efforts. The tables that follow outline the types of activities eligible for MDF across demand generation (focused on specific audiences and sales acceleration), business development (focused on accelerating general awareness), and partner enablement (building sales awareness and education). In addition, Barracuda has identified a recommended allocation of funds across each category. The tables that follow include detailed descriptions of each activity, with Proof of Performance (PoP) requirements and metrics that may support activity ROI.

### DETAILED ELIGIBLE ACTIVITIES AND PROOF OF PERFORMANCE METRICS\*

\* Partners are responsible for ensuring that all information submitted to Barracuda regarding Proof of Performance Criteria (including third party material) complies with contractual and data privacy obligations, as well as applicable law.



## Activity Categories

DEMAND GENERATION	DESCRIPTION	PROOF OF PERFORMANCE CRITERIA
<p><b>Direct Marketing *(Prorated)</b></p> <ul style="list-style-type: none"> <li>• <i>Email,</i></li> <li>• <i>Direct mail,</i></li> <li>• <i>Telemarketing</i></li> <li>• <i>List purchase</i></li> </ul>	<p>MDF may be used towards the purchase, production and distribution of brochures, flyers and direct email or mail pieces. The cost of a list purchased can also be included.</p> <p>You may use materials supplied by Barracuda or develop your own, provided all approved advertising branding and approved marketing copy procedures are followed.</p> <p>Telemarketing: Cost to use a 3rd party or own in-house telemarketing agency to contact current customers as well as prospects regarding Barracuda products.</p>	<ul style="list-style-type: none"> <li>• Pre-approved Joint marketing plan that includes the activity in Barracuda template (or similar).</li> <li>• Copy of internal or 3rd party itemized invoices showing total costs</li> <li>• Draft and final copy of all materials</li> <li>• Lead list</li> </ul> <p><b><u>And one of the below as appropriate</u></b></p> <ul style="list-style-type: none"> <li>• PDF, email/mail piece</li> <li>• Call script and lead list (telemarketing)</li> <li>• Lead list (list acquisition)</li> </ul> <p><b>ROI:</b></p> <ul style="list-style-type: none"> <li>• Number of respondents/click throughs</li> <li>• Number of qualified leads</li> <li>• Pipeline dollar amount</li> <li>• Revenue dollar amount</li> </ul>
<p><b>Advertising/Media/PR *(Prorated)</b></p> <ul style="list-style-type: none"> <li>• <i>Print</i></li> <li>• <i>Online</i></li> <li>• <i>Press Release</i></li> <li>• <i>Audio/Podcasts/Radio</i></li> <li>• <i>Video/Graphics</i></li> </ul>	<p>Advertising/Media/PR that clearly supports or promotes Barracuda solutions and brand. (Includes, print, online, audio, video, graphics etc.)</p> <p>You may use materials supplied by Barracuda or develop your own, provided all approved advertising branding and approved marketing copy procedures are followed.</p>	<ul style="list-style-type: none"> <li>• Pre-approved Joint marketing plan that includes the activity in Barracuda template (or similar).</li> <li>• Copy of internal or 3rd party itemized invoices showing total costs</li> <li>• Draft and final copy of all materials</li> <li>• Lead list</li> </ul> <p><b><u>AND</u></b></p> <ul style="list-style-type: none"> <li>• PDF of screen capture, URL or sample piece showing Barracuda brand</li> <li>• MP4 or equivalent of audio/video file.</li> </ul> <p><b>ROI:</b></p> <ul style="list-style-type: none"> <li>• Number of views or downloads</li> <li>• Number of respondents/click throughs</li> <li>• Number of qualified leads</li> <li>• Pipeline dollar amount</li> <li>• Revenue dollar amount</li> </ul>
<p><b>Web Marketing &amp; Website *(Prorated)</b></p> <ul style="list-style-type: none"> <li>• <i>Social media</i></li> <li>• <i>SEO / SEM</i></li> <li>• <i>Barracuda Microsite</i></li> <li>• <i>Barracuda Website</i></li> </ul>	<p>Cost to promote Barracuda mostly through social media including paid placement and development. Barracuda Microsite or Website: Fees to cover a 3rd party/in-house agency to create and update a microsite that promotes Barracuda products. Note: Does not cover existing personnel time.</p>	<ul style="list-style-type: none"> <li>• Pre-approved Joint marketing plan that includes the activity in Barracuda template (or similar).</li> <li>• Copy of internal or 3rd party itemized invoices showing total costs</li> <li>• Draft and final copy of all materials</li> <li>• Lead list</li> </ul> <p><b><u>And one of the below as appropriate</u></b></p> <ul style="list-style-type: none"> <li>• Re-tweet, repost, share, SEO, SEM costs for key words URL of search engine page</li> <li>• For social media, screen captures, PDF of content or re-tweets, reposts, shares</li> <li>• URL of website that shows Barracuda co-branding and messaging</li> </ul> <p><b>ROI:</b></p> <ul style="list-style-type: none"> <li>• Number of placements</li> <li>• Number of impressions</li> <li>• Number of click- throughs/retweets/shares/etc.</li> <li>• Number of qualified leads</li> <li>• Number of views</li> </ul>

DEMAND GENERATION	DESCRIPTION	PROOF OF PERFORMANCE CRITERIA
<p><b>Demand Gen Tools *(Prorated)</b></p> <ul style="list-style-type: none"> <li>• <i>White papers</i></li> <li>• <i>Case studies</i></li> <li>• <i>Collateral</i></li> <li>• <i>Content syndication</i></li> <li>• <i>List purchase</i></li> <li>• <i>Localization/Translation</i></li> <li>• <i>Analyst documents</i></li> </ul>	<p>Creation of success stories, white papers for partner events. Cost of printing co-branded collateral etc. Fees If any.</p>	<ul style="list-style-type: none"> <li>• Pre-approved Joint marketing plan that includes the activity in Barracuda template (or similar).</li> <li>• Copy of internal or 3rd party itemized invoices showing total costs/cost per item if done internally</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• PDF of collateral asset or White paper or analyst article that shows Barracuda co-branding and messaging</li> <li>• Listing and dates of campaigns and promotions utilizing the collateral or White paper along with names of lead company names</li> </ul> <p><b>ROI:</b></p> <ul style="list-style-type: none"> <li>• Number of recipients/downloads</li> <li>• Number of qualified leads</li> </ul>
<p><b>Promotional Merchandise</b></p> <ul style="list-style-type: none"> <li>• <i>Vendor or co-branded items</i></li> <li>• <i>Non-branded items/prizes</i></li> </ul>	<p>Promotional Merchandise requires copy of invoice and example of branding that has been approved by Barracuda and/or meets the most current branding guidelines.</p>	<ul style="list-style-type: none"> <li>• Pre-approved Joint marketing plan that includes the activity in Barracuda template (or similar).</li> <li>• Copy of internal or 3rd party itemized invoices showing total costs/cost per item if done internally</li> <li>• Proof and final invoice of all materials</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Promotional item design and logo usage</li> <li>• Photo of actual merchandise</li> </ul> <p><b>ROI:</b></p> <ul style="list-style-type: none"> <li>• Number of items distributed</li> <li>• Pipeline dollar amount</li> <li>• Revenue dollar amount</li> </ul>
<p><b>End User/Customer Facing Events *(Prorated)</b></p> <ul style="list-style-type: none"> <li>• <i>Seminars</i></li> <li>• <i>Trade shows</i></li> <li>• <i>Lunch &amp; Learns</i></li> <li>• <i>Webinars</i></li> <li>• <i>Customer Engagement</i></li> </ul>	<p>End User/Customer facing tradeshows, seminars or other events. Costs are prorated based on portion of event dedicated to Barracuda. Travel, lodging, food, transportation, and entertainment not covered.</p>	<ul style="list-style-type: none"> <li>• Pre-approved Joint marketing plan that includes the activity in Barracuda template (or similar).</li> <li>• Copy of internal or 3rd party itemized invoices showing total costs</li> <li>• Draft and final copy of all materials</li> <li>• Lead List</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Event invitation</li> <li>• Event agenda</li> <li>• Event Prospectus</li> <li>• Attendee list (company name, attendee name, title, email, phone)</li> <li>• Photo of display that shows Barracuda co-branding and messaging (trade show)</li> </ul> <p><b>ROI:</b></p> <ul style="list-style-type: none"> <li>• Number of attendees</li> <li>• Number of qualified leads</li> <li>• Pipeline dollar amount</li> <li>• Revenue dollar amount</li> </ul>

BUSINESS DEVELOPMENT	DESCRIPTION	PROOF OF PERFORMANCE CRITERIA
<p><b>Sales Incentives</b></p> <ul style="list-style-type: none"> <li>• <i>Partner Sales Incentives/SPIFs</i></li> </ul>	<p>Sales incentives to targeted sales reps and/or sales engineers to drive specific results and/or sales behavior that supports the sales of Barracuda solutions.</p>	<ul style="list-style-type: none"> <li>• Pre-approved Joint marketing plan that includes the activity in Barracuda template (or similar).</li> <li>• Copy of internal or 3rd party itemized invoices or debit memo showing total costs</li> </ul> <p><b>And one of the below:</b></p> <ul style="list-style-type: none"> <li>• Description of SPIF, objective, eligibility rules, award type, name of winners, pay out, start and stop dates</li> <li>• Description of program, objectives, eligibility rules, list of partners receiving SPIF Incentives and basis of payment.</li> </ul> <p><b>ROI:</b></p> <ul style="list-style-type: none"> <li>• Number of recipients/downloads</li> <li>• Number of qualified leads</li> </ul>

PARTNER ENABLEMENT	DESCRIPTION	PROOF OF PERFORMANCE CRITERIA
<p><b>Partner Facing Events *(Prorated)</b></p> <ul style="list-style-type: none"> <li>• <i>Sales Kick-offs</i></li> <li>• <i>Sales Conferences</i></li> <li>• <i>Internal Vendor Fair</i></li> <li>• <i>Floor Day</i></li> </ul>	<p>Cost of participating in a partner's kick-off or sales conference (e.g., sponsorships, funding a tabletop, providing giveaways)</p>	<ul style="list-style-type: none"> <li>• Pre-approved Joint marketing plan that includes the activity in Barracuda template (or similar).</li> <li>• Copy of internal or 3rd party itemized invoices or debit memo showing total costs</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Event invitation</li> <li>• Event agenda</li> <li>• Attendee list</li> <li>• Photo of display that shows Barracuda co-branding and messaging. .</li> </ul> <p><b>ROI:</b></p> <ul style="list-style-type: none"> <li>• Number of recipients/downloads</li> <li>• Number of qualified leads</li> </ul>

Have an idea about an activity that isn't listed? Please contact your Channel Field Marketing Manager or Channel Manager who will work with you to see if your activity can be qualified. Good ideas will always be considered!

## \*Pro-rated Description

- Barracuda products may be promoted by themselves or in conjunction with another manufacturer's products, solution, or services. When Barracuda products are promoted in combination with another manufacturer's products, payment will be allowed only for that portion of the activity that is devoted to a Barracuda product. The amount of payment to be applied to a print, catalog, display or event with mixed promotion will be equal to the prorated space dedicated to the Barracuda product.
- The amount prorated should be identified in the Prior Approval for MDF request form and will be reviewed by Barracuda.
- Example: Partner is launching a demand generation campaign with Microsoft and therefore will pay 50% of the total cost or prorate accordingly.
- If competitive products are presented at a trade show booth, or in a promotion or print advertising, Barracuda Networks may, at its discretion, reduce the amount of the applicable MDF's. .

## Currencies

MDF claims will be paid in currency based on (1) Partner's selected currency or (2) the relevant geographic currency (e.g., Euro). Valuation will be based on the exchange rate as of the date of the claim submission or exchange rate at time of payment using the Oanda Currency Conversion tool or exchange rate tool with similar functionality, as determined by Barracuda or the bank making payment in either of their sole discretion. Please see, e.g., the Oanda Currency Conversion tool at: <http://www.oanda.com/convert/classic>.

## Non-Eligible Activities

- Travel, lodging, entertainment, and food costs to attend customer events or meetings <sup>1</sup>
- Travel and hotel expenses for any government or quasi-government customers
- Infrastructure and internal operating expenses including web hosting fees, creating websites, graphics software or other software
- 3rd party pre-sales system planning, assessment and related services (may reconsider for marketing bureaus)
- Gift cards of greater value than \$25 USD
- Alcohol
- Political activities and contributions
- Shipping and labor costs
- Charitable donations
- Barracuda equipment for internal use (outside product samples and promotional merchandise)
- Any other activity in the discretion of Barracuda that would not reflect favorably upon its business.

## Branding Guidelines

Please see [Barracuda Branding Guidelines](#) prior to developing any collateral and/or messaging. These guidelines can be found on the [Barracuda Partner Portal](#) and must be followed for all collateral and messaging.

## Resources

Barracuda MDF Program can be accessed through the Barracuda Partner Portal. The program is accessible from the Portal and there is no additional username or password needed by the partner marketing representative. The marketing resources page also contains a large selection of marketing materials that may be co-branded.