

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
19-723 A-1

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Citrix
Contractor Representative	Donovan Pearman, Sr. Corp. Acct. Mgr.
Telephone Number	949-338-2940
Contract Term	11/5/2019- 12/30/24
Original Contract Amount	\$768,600
Amendment Amount	\$963,071
Total Contract Amount	\$1,731,671
Cost Center	

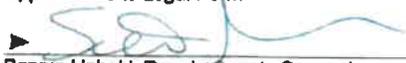
Briefly describe the general nature of the contract: Amendment No. 1 to Citrix Software License Review Closure Agreement 19-723 with Citrix Systems, Inc. for Enterprise License Program Qualifying Minimum Purchase Discounts.

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department

For 
Bonnie Uphold, Deputy County Counsel

Date


William L. Gilbert, Director

Date

11/8/21

11/8/21

**AMENDMENT #1 TO THE
CITRIX ENTERPRISE LICENSE PROGRAM
FOR ARROWHEAD REGIONAL MEDICAL CENTER
REGISTRATION NO. 192619**

This Amendment #1 (“Amendment”) is made as of the 16th day of November, 2021 (“Amendment Effective Date”) between San Bernardino County on behalf of Arrowhead Regional Medical Center (“you” or “Customer”) and Citrix Systems, Inc. (“Citrix”).

Citrix and you agree to amend the Enterprise License Program terms, and included end-user license agreement terms, applicable to your Program registration No. 192619 (“Agreement”), as follows:

1. Amendment Term. The term of this Amendment shall be from the Amendment Effective Date until December 30, 2024 (First Amendment Term); provided that the San Bernardino County Board of Supervisors approves this Amendment #1 and returns this signed Amendment to Citrix (in PDF) for counter-signature not later than November 30, 2021.
2. All capitalized terms used herein and not defined shall have the meaning given in the Agreement. This Amendment supersedes any contrary or inconsistent provisions of the Agreement. Other than as specifically amended herein, the Agreement shall remain in full force and effect.
3. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, in consideration of the foregoing and intending to be legally bound hereby, Citrix and you have executed this Amendment to be effective as of the Amendment Effective Date.

CITRIX SYSTEMS, INC.

By: *John C. General*
John C. General (Oct 15, 2021 15:23 EDT)
Name: John C. General
Title: Sr. Mgr., Revenue Operations
Date: Oct 15, 2021

SAN BERNARDINO COUNTY

By: *Curt Hagman*
Name: Curt Hagman
Title: Chairman, Board of Supervisors
Date: NOV 16 2021

EXHIBIT A
QUALIFYING MINIMUM PURCHASE AND SUGGESTED DISCOUNT

In the event that Citrix receives a non-cancelable purchase order for the qualifying minimum purchase described in (A) below on or before December 24, 2021, for expected delivery on or before December 31, 2021 (“Qualifying Minimum Purchase”), during the First Amendment Term you shall be entitled to the discounts in (B) below (only if purchased directly from Citrix Systems Inc. in North America):

A. Qualifying Minimum Purchase

Quantity	Description	SKU	Start	End	Extended Discounted Price*
4500	Citrix Workspace Service	6000062	12/31/2021	12/30/2024	\$ 1,169,956.98
4500	Priority for Workspace Svc Premium Plus User/Device	6000093	12/31/2021	12/30/2024	\$146,041.26
3000	Priority Security & Performance Analytics (Upgrade to Priority from Select Customer Success Services maintenance – co-term with existing subscription term)	6000225	12/31/2021	12/30/2023 ^o	\$ 13,866.89
TOTAL					\$ 1,329,865.13
One-time Credit for Unused Maintenance as noted in Payment Schedule below					(\$366,794.76)
TOTAL AFTER CREDIT					\$963,070.37

*Discount for Qualifying Minimum Purchase is a one-time only discount, and will not apply to future orders. All line items in Table A above must be purchased as part of the Qualifying Minimum Purchase directly from Citrix Systems Inc. in North America to qualify for suggested discounted pricing. All prices exclude applicable taxes. Purchase Order must reflect the Total price noted above for all years, and then invoice for the first year will reflect the one-time credit noted below. For the avoidance of doubt, approval by the San Bernardino County Board of Supervisors of this Amendment #1 is a firm commitment by Customer to proceed with the order.

^oEnd date for Priority Security & Performance Analytics Upgrade to Priority intended to co-term with existing terms for Security & Performance Analytics Service.

Payment Schedule**

<u>Invoice Date</u>	<u>Invoice Amount</u>
December 30, 2021	\$76,493.62 (includes one-time credit of \$366,794.76 for unused maintenance***)
December 30, 2022	\$443,288.38
December 30, 2023	\$443,288.38

** Payment for fees due NET30 date on invoice. Multi-year subscription for any service is for the full value of all years of the subscription, even if required payments are annual. In the event Customer fails to pay any annual payment when due, and such default shall continue for a period of thirty (30) days following notice of non-payment from Citrix, then any and all remaining amounts shall become immediately due and payable. Citrix reserves its right to suspend or terminate service delivery for non-

payment as set forth in the applicable terms of service. Customer's payment obligations shall survive participation in, termination of, or expiration of the applicable program.

***Existing Workspace on-premises licenses will be terminated and replaced with Workspace Services subscription licenses noted above. Subscription licenses for Workspace Services above include Hybrid Rights pursuant to the then-applicable SKU entitlement.

B. Discount for Subsequent Product Purchases. During the First Amendment Term, based on completion of the Qualifying Minimum Purchase, your discount for subsequent purchases of then-available Citrix Software product licenses (excluding SaaS) shall be 20% off Citrix's Suggested Retail Price, and your discount for subsequent purchases of same SKU then-available CVAD Service (6000062) shall be fifteen percent (15%) off Citrix's Suggested Retail Price. Minimum commitment of three years required to qualify for discounts. Citrix may co-terminate (and pro-rate) such additional licenses to the subscription term for then-existing same SKU licenses. Such subsequent product purchases made pursuant to this section must be made directly from Citrix Systems Inc. in North America to qualify for stated discount.