

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

SAN BERNARDINO  
COUNTY

Contract Number

20-1055

SAP Number

### Arrowhead Regional Medical Center

|                                    |  |
|------------------------------------|--|
| Department Contract Representative | William L. Gilbert                       |
| Telephone Number                   | (909) 580-6150                           |
| Contractor                         | Citrix Systems, Inc.                     |
| Contractor Representative          | Joey Corder                              |
| Telephone Number                   | 720-201-6078                             |
| Contract Term                      | October 28, 2020 through October 6, 2021 |
| Original Contract Amount           |  |
| Amendment Amount                   |  |
| Total Contract Amount              | \$87,950                                 |
| Cost Center                        | 8480                                     |

**Briefly describe the general nature of the contract:**

Agreement with Citrix Systems, Inc. for consulting services to upgrade and configure Citrix Federated Authentication Services not to exceed \$87,950 for the one-year period of October 28, 2020, through October 6, 2021.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphold  
Bonnie Uphold, Deputy County Counsel

Date 9-23-20

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ William L. Gilbert  
William L. Gilbert, Director

Date 9/24/2020

**CITRIX'S OFFER TO ENTER INTO THIS SCOPE DOCUMENT SHALL EXPIRE IF NOT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF ARROWHEAD AND RETURNED BY NOVEMBER 15, 2020**

## **San Bernardino County on behalf of Arrowhead Regional Medical Center**

Citrix Netscaler Configuration for Azure AD  
Multi-Factor Authentication and SAML with  
Federated Authentication Services



Scope Document

September 18, 2020 | Version 2.3



# Contents

- 1. Project Scope..... 3
- 2. Deliverables ..... 5
- Project Leadership ..... 6
- 3. Change Management ..... 7
- 4. Engagement Assumptions ..... 8
- 5. Estimated Work Effort ..... 10
- 6. Quote ..... 11



851 West Cypress Creek Road Fort Lauderdale, FL 33309 954-267-3000 [www.citrix.com](http://www.citrix.com)

Copyright © 2019 Citrix Systems, Inc. All rights reserved. Citrix, the Citrix logo, Citrix ICA, Citrix XenDesktop, and other Citrix product names are trademarks of Citrix Systems, Inc. All other product names, company names, marks, logos, and symbols are trademarks of their respective owners.

# 1. Project Scope

County of San Bernardino on behalf of Arrowhead Regional Medical Center (“ARROWHEAD”) is looking for the ability to leverage Azure AD and SAML authentication architecture from Citrix ADC, to the StoreFront Server, to the Virtual App servers as well as O365. This architecture has been proposed to provide an optimally secure, single-sign0on experience for the ARROWHEAD end users when accessing O365 as well as remote access of virtualization resources. ARROWHEAD would like to leverage Citrix Federated Authentication Services (FAS) in conjunction with multi-factor authentication (MFA) with Azure AD as the identity provider. This configuration will provide universal SSO while leveraging Azure AD for MFA. The Citrix ADC SDX appliances are running on code version 11.1 that need to be upgraded per below:

- **SDX Firmware and Config:** The ARROWHEAD SDX appliances need to be upgraded to the 12.x version firmware and considerations will be made to ensure the appropriate CPU and SSL resources are assigned to the ADC instances
- **ADC Firmware and Config:** The ARROWHEAD VPXs, living on the SDXs need to be upgraded to the 12.x version firmware

The approach for this engagement will follow the Citrix Consulting Methodology. The engagement will consist of the described activities. Activities not listed are considered out of scope.

| Project Phase   | Activities in Scope   |
|---|---|
| <b>Design</b>   |   |
| Federated Authentication Access Infrastructure Design | <p>Citrix will work with ARROWHEAD to provide a design for utilizing federated authentication into the Citrix environment. The design process will include the following tasks and components:</p> <ul style="list-style-type: none"> <li>• Gather business and technical requirements and identify key prerequisites for integrating the desired Azure AD authentication solution for MFA with the existing ARROWHEAD Citrix environment</li> <li>• Define key Design decisions for the SAML FAS and MFA SSO solution within the NetScaler Gateway, Storefront, and Citrix 7.15 environment</li> <li>• Components required for FAS</li> <li>• Sizing Considerations</li> <li>• ADC Integration</li> <li>• High Availability</li> </ul> |
| <b>Deploy</b>   |   |
| Federated Authentication Product Deployment           | <p>Citrix will work with ARROWHEAD to integrate FAS into the test Citrix environment by performing the following:</p> <ul style="list-style-type: none"> <li>• Install and configure StoreFront with FAS integration</li> <li>• Configure a new NetScaler Gateway vServer for Remote Access leveraging Azure AD for MFA                             <ul style="list-style-type: none"> <li>○ The NetScaler Gateway will be an SP for Azure IDP</li> <li>○ Azure will provide AD Authentication and provide UPN for use with FAS</li> </ul> </li> </ul>  |

Arrowhead Regional Medical Center -Citrix ADC Azure AD MFA and FAS

| Project Phase | Activities in Scope  |
|---------------|--|
|               | <ul style="list-style-type: none"> <li>• Integrate Citrix FAS with supporting components within the ARROWHEAD 7.15 Citrix environment for components such as 7.15 Delivery Controllers and StoreFront Servers. Tasks include:               <ul style="list-style-type: none"> <li>○ Work with ARROWHEAD security team to configure/validate a Certificate Authority (CA) to use with FAS</li> <li>○ Install and configure FAS on Windows server</li> <li>○ Set required Group Policy Object (GPO) settings for proper integration of FAS servers within ARROWHEAD domain</li> <li>○ Configure existing StoreFront and 7.15 Delivery Controllers to accept FAS-based authentication</li> <li>○ Conduct baseline functionality testing of solution with MFA mechanism including end-to-end SSO functionality to backend Citrix 7.15 resources</li> </ul> </li> <li>• Upgrade the Citrix ADC code on the following:               <ul style="list-style-type: none"> <li>○ <u>SDX Firmware and Config</u>: ARROWHEAD SDX appliances need to be upgraded to the 12.x version firmware and assigned appropriate CPU and SSL resources</li> <li>○ <u>ADC Firmware and Config</u>: ARROWHEAD virtual Citrix ADCs need to be upgraded to the 12.x version firmware</li> </ul> </li> <li>• Configure NetScaler as the SP</li> <li>• Integrate Azure AD with ADC as IDP</li> <li>• Provide assistance with testing the authentication and authorization scenarios and troubleshooting issues as necessary.</li> </ul> <p>Note: Citrix assumed the following pre-requisite components have been successfully deployed within ARROWHEAD's environment:</p> <ul style="list-style-type: none"> <li>- Active Directory Somain Controllers to integrate with FAS servers</li> <li>- Azure AD servers t be configures as primary IDP on NetScaler for SAML authentication</li> <li>- Citrix can work with the appropriate teams to assist with either of these</li> </ul> |

## 2. Deliverables

Citrix will provide the following documentation for activities within the scope of this engagement. This documentation is included in the overall work effort and fees for this engagement.

All documentation is thoroughly reviewed during the Citrix Quality Assurance process prior to delivery to review for technical accuracy, risk mitigation and alignment with Citrix Consulting's leading practices.

### 2.1. Design Phase

#### 2.1.1. Conceptual Design Summary Document

Citrix will document the following in a Conceptual Design Summary Document:

- a) A configuration summary for the components of the proposed solution.
- b) A Visio diagram of the components in the proposed solution.

### 2.2. Deploy Phase

#### 2.2.1. Environment Summary Document

Citrix will document the following in an Environment Summary Document:

- c) A configuration summary for the components of the as-built environment.
- d) A summary of key issues encountered and next steps.

## 3. Project Leadership

### 3.1. Project Lead

The role of the Project Lead is to plan and lead day-to-day project activities, making adjustments as needed per project progress, unexpected challenges, etc. and is the primary contact for the project. For example, common Project Lead tasks include (but are not limited to):

- a. Managing daily activities against the work plan.
- b. Coordinating meetings necessary for project deliverables (e.g. requirements and design review sessions).
- c. Reviewing progress with ARROWHEAD team.
- d. Communicating weekly status.

### 3.2. Service Delivery Manager

A Citrix Service Delivery Manager (SDM) will be assigned to the project to provide project management oversight, focusing on holistic project elements (as opposed to day-to-day project management) to facilitate ARROWHEAD satisfaction via project success. The SDM will typically work with the Project Lead to define a plan/structure for addressing critical project elements that will thereafter be implemented by the Project Lead. For example, common SDM tasks include (but are not limited to):

- a. Working with ARROWHEAD to define/perform pre-project setup/preparatory tasks.
- b. Working with the project lead to create an initial project schedule/work plan to align with the agreed upon delivery model, then help manage it accordingly.
- c. Helping to manage overall project scope, budget/cost, and timelines.
- d. Managing project scope/change requests and/or addendums, as needed.
- e. Helping to identify, track, and mitigate project risks.
- f. Monitoring overall project pulse/health and making as-needed adjustments to maintain success.
- g. Interactive review of project deliverables for accuracy

Note: SDM activities will primarily be conducted in a remote capacity with onsite engagement on an as needed basis

### 3.3. Enterprise Architect

The role of the Citrix Enterprise Architect (EA) will be to assist with the technical accuracy of project deliverables. The Enterprise Architect will conduct a Quality Assurance (QA) process to validate technical concepts, recommendations, procedures, and leading practices included in all project deliverables.

Note: EA activities will primarily be conducted in a remote capacity with onsite engagement on an as needed basis

### 3.4. Status Reporting

For engagements that are two weeks in duration or greater, Citrix will deliver weekly status reports that will provide visibility into status of deliverables, highlight issues for management attention and provide visibility into activities to come.

## 4. Change Management

Citrix follows a structured methodology with respect to managing unexpected scope changes or ARROWHEAD failure to meet assumptions. Such changes may be encountered in projects such as this one. If items requiring change are identified, the following are high-level steps that Citrix will follow:

- a. Discuss and confirm need for additional work with the customer.
- b. Identify additional tasks and deliverables associated with the scope change.
- c. Estimate the work effort associated with the additional tasks and deliverables.
- d. Based on the work effort estimate, determine the impact on schedule and budget, including contingency.
- e. If the scope change does not require additional project budget, then Citrix will document any changes to project scope and/or deliverables in the form of a Scope Change Addendum. This Addendum will need to be approved in writing by ARROWHEAD (email is sufficient) prior to Citrix proceeding with the engagement under the new or modified Project Scope.
- f. If the change requires additional project budget, an agreement Addendum or new agreement will need to be executed.



## 5. Engagement Assumptions

### 5.1. General Assumptions

The following are general assumptions for the engagement. Should ARROWHEAD not be able to meet these assumptions, Citrix may not be able to complete some or all of the activities defined within the 'Project Scope' (Section 2) and 'Project Document Deliverables' (Section 3) within the current project budget. ARROWHEAD would need to purchase additional hours in order to complete the project. Citrix will notify ARROWHEAD of any potential risks to project completion and/or project budget in the form of a Project Risk Memorandum, which will detail the risks, recommendations for mitigation and next steps:

- a. ARROWHEAD will confirm that the appropriate functional and technical resource(s) will be available throughout the engagement for technical discussions, build/ configuration assistance, knowledge transfer, status meetings, questions and requests.
- b. The appropriate ARROWHEAD resources will be available to cover the topics detailed in the 'Project Scope' section (Section 2) of this document.
- c. ARROWHEAD resources will be part of the project team and will be available throughout the project.
- d. All required hardware, software and necessary licenses will be set up, configured and operational in the target environment.
- e. A weekly status report will be provided and communicated to ARROWHEAD.
- f. Upon the conclusion of the engagement ARROWHEAD will be responsible to resolve any ongoing technical issues. Citrix Technical Support and Citrix Remote Services for Citrix products are available for purchase at an additional charge.
- g. Upon conclusion of the engagement, the Citrix project team will formally transition any processes and responsibilities back to ARROWHEAD.

### 5.2. Logistics Assumptions

During the pre-project/preparatory stage, it will be the responsibility of the Service Delivery Manager (SDM) assigned to the engagement to work with ARROWHEAD and determine the best approach to deliver the services for the engagement.

Depending on the SDM's assessment of ARROWHEAD's readiness, resource availability and taking into consideration a number of other factors, the engagement will be executed by leveraging on of the following models:

- a. **Full Time Virtual Engagement.** Citrix will assign a team of offsite (remote) consultants to complete the engagement on a full-time schedule.

The following are the logistics assumptions for the engagement:

- a. ARROWHEAD will provide Citrix with the name of a primary and backup project contact prior the official kickoff meeting.
- b. ARROWHEAD will provide workspace and meeting rooms for the Citrix project team throughout the duration of the project for any onsite portions of the engagement. For virtual engagements (or phases) ARROWHEAD must be able to connect to GoToMeeting sessions or provide access to an alternative screen sharing and collaboration tool.
- c. The Citrix project team should have access to the following for any onsite portions of the engagement:
  - Workspace (desk, chair, etc.) and access to offices during normal work hours as well as after hours

Arrowhead Regional Medical Center -Citrix ADC Azure AD MFA and FAS

- Network connections
  - Internet access
  - Telephone access
- d. A PO must be received from ARROWHEAD for Citrix to be able to set the project start date. Citrix Consulting start date approval will be based on team and skills availability, as well as ARROWHEAD readiness.
- e. If any critical assumptions are not met within a reasonable amount of time prior to the project start the start date may be delayed. This delay may result in project timelines being extended and additional effort from Citrix Consulting. This additional effort will trigger the Change Management process as previously outlined. Any changes in the start date initiated by ARROWHEAD may result in a significant delay to the project start.

## 6. Estimated Work Effort

### 6.1. Work Effort

The following is a high-level work effort for the engagement. This work effort is intended to provide general guidelines for the structure of the engagement. Additionally, this engagement is not a fixed fee engagement. Citrix will work up the time allocated below, however, if additional time is required to complete the work effort, additional time would need to be purchased.

| Phase   |            | Week      |           |           |           |           |
|---|------------|-----------|-----------|-----------|-----------|-----------|
| Deliverable                                   | Hours      | 1         | 2         | 3         | 4         | 5         |
| <b>Design</b>                                 |            |           |           |           |           |           |
| FAS Integration Design                        | 40         | 40        |           |           |           |           |
| <b>Deploy</b>                                 |            |           |           |           |           |           |
| Install and configure StoreFront with FAS     | 40         |           | 40        |           |           |           |
| NetScaler remote access configuration         | 40         |           |           | 40        |           |           |
| NetScaler code upgrade and Knowledge Transfer | 40         |           |           |           | 40        |           |
| Testing and Validation                        | 40         |           |           |           |           | 40        |
| <b>Project Leadership</b>                     |            |           |           |           |           |           |
| Project Delivery manager                      | 20         | 4         | 4         | 4         | 4         | 4         |
| Enterprise Architect                          | 20         | 4         | 4         | 4         | 4         | 4         |
| <b>Total</b>                                  | <b>240</b> | <b>48</b> | <b>48</b> | <b>48</b> | <b>48</b> | <b>48</b> |

### 6.2. Work Effort and Staffing

Based on the assumptions and requirements gathered thus far, the following is the estimated work effort for the engagement.

| Phase                    | Staffing   | Work Effort (Hours) |
|--------------------------|--|---------------------|
| <b>Design</b>            | Senior Virtualization Consultant<br>Senior Networking Consultant | 40                  |
| <b>Deploy</b>            | Senior Virtualization Consultant<br>Senior Networking Consultant | 160                 |
| <b>Leadership</b>        | Service Delivery Manager<br>Enterprise Architect                 | 40                  |
| <b>Total Work Effort</b> |  | <b>240</b>          |

## 7. Quote

|                  |   |
|------------------|---|
| Bill To          | <b>San Bernardino County on behalf of Arrowhead Regional Medical Center</b><br>Adam McCartney<br><a href="mailto:McCartneyA@armc.sbcounty.gov">McCartneyA@armc.sbcounty.gov</a> |
| Quote Number     | CTX05072010   |
| Quote Expiration | <b>11/15/2020</b>   |
| Billing Cycle    | Upfront   |
| Payment Terms    | NET 30  |

| Qty                | SKU     | Description   | SRP                                    | Total              |
|--------------------|---------|---|--|--------------------|
| 5                  | 4063690 | Up to 48 hours of Citrix Consulting Services to be applied towards future work within 1 year, for avoidance of doubt, all hours not consumed within 1 year of the invoice date will be forfeit unless otherwise agreed. Not Subject to acceptance. Includes one consultant, QA reviews, and/ or project oversight. The attached Scope Document will be prepared and approved by both parties, which will define the number of credits to be redeemed for the effort, scope of work, and deliverable. Prior to engaging in project-related work, the scope of the effort will be discussed and agreed to between Citrix and the Customer. Does not include Citrix technical incident support, product enhancements, or product licenses of any kind. In order to facilitate scheduling, Citrix may begin Project Leadership work on administration and logistics (up to six hours) for the project prior to receipt of the Purchase Order. Both parties agree that this agreement applies retroactively to govern such work. | \$17,040.00<br>(Discounted by 5% each) | \$80,940.00        |
| 1                  | 4070491 | eLearning All-Access Subscription (Individual) (\$/Å£/â?-/Å¥)   | \$7,000 (Discounted at 5% each)        | \$6,650.00         |
| <b>TOTAL (USD)</b> |         |   |  | <b>\$87,950.00</b> |

### Notes

#### Consulting

- Prices quoted are exclusive of taxes.
- Some services may not be available in all regions.
- Contact your local office for availability.
- Consulting services terms for products which you have not yet licensed and/or installed are contained in the license program terms under which you have registered.
- The Citrix SKU determines Customer's offering entitlement. [This Scope Document is subject to the Enterprise License Agreement Number 192619 between the parties, dated March 30, 2012.](#) For the convenience of the reader, the then-applicable consulting terms of [Enterprise License Agreement Number 192619 as of the effective date of this Scope Document are attached as Exhibit A \(Enterprise License](#)

[Program Terms](#)), [Exhibit B \(Citrix End User Services Agreement\)](#), and [Exhibit C \(Citrix License Agreement\)](#), respectively, hereto.

- Nothing contained in any purchase order or any other document submitted shall in any way modify or add to these terms and conditions.
- All purchases are final with no right of return, refund or acceptance.
- Citrix Consulting, jointly with the Customer, will evaluate the best way to provide the services, including the use of virtual delivery.
  - For virtual engagements (or phases), customer resources must be able to connect to GoToMeeting sessions or the customer must provide access to an alternative screen sharing and collaboration tool.
- This is not a fixed-fee contract and additional hours may be required if project scope changes.

## To make a payment:

Please send original PO referencing Quote # to Citrix via Email: joseph.corder@citrix.com.

**Remit Payment to:**  
 Citrix Systems, Inc.  
 P.O. Box 931686  
 Atlanta, GA 31193-1686

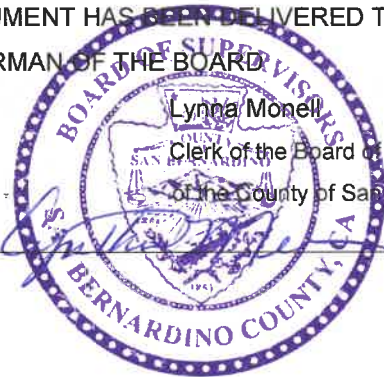
**CITRIX CONSULTING**  
 Joseph Corder  
 Phone: 7202016078  
 Email: joseph.corder@citrix.com

COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, Board of Supervisors

Dated: OCT 27 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD



Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By Deputy

CITRIX SYSTEMS, INC.

By

*(Authorized signature - sign in blue ink)*

Name Edgar Mansilla

*(Print or type name of person signing contract)*

Title Senior Manager, WW RevOps

*(Print or Type)*

Dated: September 18, 2020

Last Revised: August 19, 2020

## CITRIX END USER SERVICES AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND CITRIX. BY ACCESSING AND/OR USING THE SERVICES, CUSTOMER IS AGREEING, ON BEHALF OF AN INDIVIDUAL AND/OR A LEGAL ENTITY, TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY SERVICES SOLD BY CITRIX, WHICH SHALL BE SUBJECT TO THE TERMS OF THE THIRD PARTY PROVIDER.

1. **DEFINITIONS.** As used in the Agreement, the following defined terms shall apply:
  - 1.1. **Affiliate** means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.
  - 1.2. **Agreement** means this End User Services Agreement and any other documents incorporated herein by reference.
  - 1.3. **Citrix** means the providing Citrix entity specified at <https://www.citrix.com/buy/licensing/citrix-providing-entities.html>.
  - 1.4. **Citrix Marks** means any name, logo, or mark belonging to Citrix or its Affiliates.
  - 1.5. **Customer** means the legal entity or individual that has ordered any Services from Citrix.
  - 1.6. **Customer Account** means an account for Customer that is required to access and utilize the applicable Services.
  - 1.7. **Customer Content** means any data uploaded to Customer's Account for storage or data in Customer's computing environment to which Citrix is provided access in order to perform Services.
  - 1.8. **Device** means a device authorized by you to be used by any individual(s) to access instances of a Service. This applies under the Device licensing model.
  - 1.9. **Fees** means all Citrix fees applicable to the Services.
  - 1.10. **Logs** means records of Services, including, but not limited to, data and information on performance, stability, usage, security, support, and technical information about devices, systems, related software, services or peripherals associated with Customer's use of Services.
  - 1.11. **Open Source Software** means third party software distributed by Citrix under an open source licensing model (e.g., the GNU General Public License, BSD or a license similar to those approved by the Open Source Initiative).
  - 1.12. **Order** means any initial or subsequent ordering document, auto-renewal (if applicable and you have not provided notice of non-renewal), and/or online request for access to the Services submitted to Citrix, a Citrix authorized reseller, and/or through Citrix product websites.
  - 1.13. **PHI** means personal health information covered by US HIPAA regulations. PHI may be uploaded as Customer Content into any Service designated by Citrix as suitable for PHI.
  - 1.14. **Services** means the generally available Citrix software-as-a-service offerings inclusive of any services delivered through any unified, hosted Citrix service delivery platform, including any on-premises components (e.g., client software, tools, on-premises software with hybrid licenses), and Updates, all as further described in the Service Descriptions, as well as technical support services. Services availability is subject to the Citrix

product lifecycle policy on <https://www.citrix.com/>. Citrix may update the Services with Updates at any time in its sole discretion. Services are of an electronic nature delivered to you remotely via a technology infrastructure and with minimal or no human intervention.

- 1.15. **Service Descriptions** means the overview and other terms applicable to the Services, as amended from time to time, as found at <https://www.citrix.com/buy/licensing/saas-service-descriptions.html>.
- 1.16. **Taxes** means all applicable transactional taxes on Services (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on the Services.
- 1.17. **Updates** means any corrections, bug fixes, features or functions added to or removed from the Services, but shall not include any new Service(s) not generally included with the Services purchased. Updates shall not substantially diminish or eliminate the core functionality of the Services subject to the exclusive remedy set forth in Section 4.2.
- 1.18. **Use Level** means the purchased Service entitlement(s) under the license model(s) by which Citrix measures, prices and offers the Services to Customer as set forth at <https://www.citrix.com/buy/licensing/product.html>.
- 1.19. **User** means an individual that is authorized by Customer to access the Services through Customer's assignment of a single user ID. This applies under the User licensing model.

## 2. **RIGHTS.**

- 2.1. **Right to Use Service for Business.** Subject to these terms, Citrix, with the assistance of Citrix third-party service providers, will provide the Services set forth in any Order that Citrix has accepted for Customer's use, in accordance with the Agreement and applicable Use Levels. Customer acknowledges that Services are not intended for use by consumers and are only for business and professional purposes as expressly granted in this Agreement. Citrix hereby grants Customer a limited, personal, non-exclusive, non-transferable worldwide license to use the Services up to the number of subscriptions purchased and in accordance with the license model(s) purchased and identified at <https://www.citrix.com/buy/licensing/product.html>. Technical support for the Services is provided as set forth in the applicable Service Description and at <https://www.citrix.com/support/programs.html>. Updates to the Services are managed by Citrix and included in the Fees. Customer shall use the then-current version of the Services, including any Updates, as made available by Citrix. To the extent that Affiliates use the Services, Customer warrants that it has the authority to bind those Affiliates and will be liable to Citrix in the event any Affiliate fails to comply with this Agreement. Customer may purchase Citrix consulting services in support of Services or may receive them as part of technical support services. With respect to Citrix consulting services, all intellectual property rights in all deliverables, pre-existing works and derivative works of such pre-existing works, as well as developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the consulting services are and shall remain the sole and absolute property of Citrix, subject to a worldwide, non-exclusive license to you for internal use.
- 2.2. **Limitations on Use.** Except to the extent permitted by applicable law, Customer agrees not to (i) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to the Services and/or Citrix technology; (ii) knowingly or negligently access or use the Services in a manner that abuses or disrupts the Citrix networks, security systems, User accounts, or Services of Citrix or any third party, or attempt to gain unauthorized access to any of the above through unauthorized means; (iii) transmit through or post on the Services any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise unlawful; (iv) market, offer to sell, and/or resell the Services (but the Services may be used by Customer in support of Customer's proprietary service offering(s)); (v) if the Customer is a Citrix competitor for the relevant Services, use the Services directly or indirectly for competitive benchmarking or other competitive analysis, unless permitted under applicable law; and (vi) upload any PHI to a Service not designated by Citrix as suitable for PHI. Service application program interfaces are licensed only through the Citrix developer portal at <https://developer.cloud.com>.
- 2.3. **Violations of Limitations on Use.** If Customer becomes aware or receives notice from Citrix that any Customer Content or any User's access to or use of Customer Content violates Section 2.2, Customer must take immediate action to remove the applicable part of the Customer Content or to suspend the User's access

to the Services, as applicable. Citrix may ask Customer to remediate, and if Customer fails to comply with such request, Citrix may suspend the Services pursuant to Section 9.8.

- 2.4. **Proprietary Rights.** Except for the limited use rights expressly granted herein, Customer has no right, title or interest in or to the Services or Citrix Marks or any intellectual property rights related thereto.
- 2.5. **Open Source Software.** Notwithstanding anything set forth in this Agreement, your use of Open Source Software shall in all ways be exclusively governed by the open source license(s) indicated as applicable to the code at <https://www.citrix.com/buy/licensing/open-source.html>.
3. **ORDERS, FEES AND PAYMENT.** Customer may order Services using the Citrix then-current ordering processes. Customer is responsible for all Fees and Taxes on Orders. Payment is due for a Service for the term purchased, including any renewals, pursuant to the payment schedule of the applicable license model. If you purchase a multi-year subscription for any Service, or multi-year renewal, your purchase is for the full value of all years of the subscription, even if required payments are annual. In the event you fail to pay any annual payment on a multi-year subscription, or multi-year renewal, and such default shall continue for a period of thirty (30) days, then any and all remaining amounts for the relevant subscription shall become immediately due and payable. If you purchase a subscription under a consumption-based license model, your purchase constitutes your agreement to be invoiced for and pay for consumption at intervals and pricing as defined in the license model. If you purchase an auto-renewing subscription (which includes consumption models), your purchase constitutes your agreement to auto-renewals for same term as initially purchased, and to auto-renewals for your other Citrix subscriptions, if any, for the same term as initially purchased for each of those. You maintain the right to give e-mail notice of non-renewal to Citrix prior any auto-renewal. Citrix will provide e-mail notice of each subscription renewal (other than those under consumption models) at least sixty (60) days in advance of renewal. Each consumption model invoice shall constitute an auto-renewal notice under consumption models. Renewal options for subscriptions available in your ordering location are identified at <https://www.citrix.com/buy/licensing/citrix-cloud-services-renewals.html>. Ensure you confirm the renewal option for the subscription you purchase prior to purchase. You may view your renewals selection for your purchased subscriptions at any time at <https://www.mycitrix.com/>. Unless you complete a renewal through a Citrix authorized reseller, you understand and agree that a subscription renewal will be through and due and payable to Citrix. Fees may increase and discounts may not apply to renewals. All Orders, including for renewals, are subject to acceptance by Citrix in its discretion. Payments to Citrix are due net thirty (30) days after the date of its invoice. All purchases are final, with no right to a refund, except as expressly provided under Sections 4.2, 6.1 and 7 of this Agreement. Citrix reserves the right, in its discretion, to suspend or terminate the Services or any portion thereof for non-payment of Fees. All Customer information provided by or on behalf of Customer for a subscription must be current, complete and accurate, and Customer is responsible for keeping such information updated.
4. **TERM AND TERMINATION.**
  - 4.1. **Term.** The terms of this Agreement shall apply for the period of Services set forth under accepted Orders, including any renewals, or for the offered period of a Beta, Tech Preview, Labs Services or Trial subscription.
  - 4.2. **Termination for Cause.** Either party may terminate a specific Service if the other party breaches any of its material obligations as to the specific Service, and fails to cure within thirty (30) days of receipt of written notice from the non-breaching party. In the event of termination by Customer for Citrix material breach, Customer shall be entitled to a refund of any unused prepaid Fees, and relief from any subsequent annual payments due, with respect to such Services. With respect to any breach of Section 1.17 by Citrix, Customer must give written notice within thirty (30) days of introduction of the relevant Update, or be deemed to waive its claims as to such Update, and termination with such refund and relief shall be its exclusive remedy. Either party may immediately terminate the Agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. Citrix may immediately terminate the Agreement if the Customer breaches Sections 2, 5 or 9.12.
  - 4.3. **Effect of Termination.** Upon termination under Section 4.2, Customer will immediately discontinue all access and use of the specific Service. Neither party shall be liable for any damages resulting from termination, including without limitation unavailability of Customer Content arising therefrom; provided, however, termination shall not affect any claim arising prior to the effective termination date. Citrix shall have the right to



invoice Customer and Customer agrees to pay for any use of the Service past the date of termination other than Customer's access to download Customer Content.

## 5. **CUSTOMER CONTENT AND CUSTOMER ACCOUNT.**

- 5.1. **Customer Content.** Customer retains all rights to any and all of its Customer Content, subject to a non-exclusive, worldwide, royalty-free, license to Citrix as necessary to provide the Services hereunder. Each party shall apply reasonable technical, organizational and administrative security measures, as appropriate relative to the Services, to keep Customer Content protected in accordance with industry standards, including those identified in Section 9.7 for Citrix. Service interaction with Customer Content varies depending on the nature of the Service. If Citrix reasonably believes a problem with the Services may be attributable to Customer Content or use of the Services, Customer shall cooperate with Citrix to identify the source of and to resolve the problem. Customer shall comply with all intellectual property laws and obligations related to the Customer Content, as well as all legal duties applicable to Customer by virtue of using the Services, including providing all required information and notices and obtaining all required consents. This Agreement states Citrix' exclusive obligations with respect to care of Customer Content. Citrix has no obligation to maintain Customer Content following expiration or termination of the Agreement or the affected Services. For Services that provide for download of Customer Content, Customer shall have thirty (30) days to download Customer Content after expiration or termination and must contact Citrix technical support for download access and instructions.
- 5.2. **Customer Account.** Customer is solely responsible for (i) the configuration of Customer's Account; (ii) the operation, performance and security of Customer's equipment, networks and other computing resources used to connect to the Services; (iii) ensuring all Users and Devices exit or log off from the Services at the end of each session in accordance with Customer's session policy; (iv) maintaining the confidentiality of Customer's Account, User id's, conference codes, passwords and/or personal identification numbers used in conjunction with the Services, including not sharing login information among Users; and (v) all uses of the Services that occur using Customer's password or Account. Customer will notify Citrix immediately of any unauthorized use of its Account or any other breach of security. Ownership of Customer's Account is directly linked to the individual or entity that completes the registration process for the Account. Customer acknowledges that Citrix will rely on the information provided for issues arising with the Customer Account.
- 5.3. **Customer Account Access/Instructions.** The Customer Account owner, and any authorized User or Device, will have access to information in the Customer Account. Citrix will not provide access to any other User or Device at any time. Customer agrees that Citrix may rely on instructions given by the Customer Account owner either through the Account dashboard or via email from the address on file for the Customer Account owner. Customer agrees not to request access to or information about an account that is not owned by the Customer. In the event of a dispute regarding Customer Account data, Citrix will only release information to another party other than the Customer Account owner pursuant to a court order or other notarized waiver and release as determined by Citrix.

## 6. **WARRANTIES AND WARRANTY DISCLAIMER.**

- 6.1. CITRIX WARRANTS THAT THE SERVICES WILL MATERIALLY CONFORM TO THE SERVICE DESCRIPTIONS. CITRIX' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT CITRIX' SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES OR TO TERMINATE THE NON-CONFORMING SERVICES, AND PROVIDE A PRORATED REFUND OF ANY UNUSED PREPAID FEES FROM THE PERIOD OF NON-CONFORMANCE, AND RELIEF FROM ANY SUBSEQUENT ANNUAL PAYMENTS DUE, WITH RESPECT TO SUCH SERVICE. CITRIX SHALL PROVIDE CONSULTING SERVICES, IF PURCHASED, IN A PROFESSIONAL AND WORKMANLIKE MANNER. CITRIX' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY IS RE-PERFORMANCE OF THE CONSULTING SERVICES, OR IF RE-PERFORMANCE IS NOT POSSIBLE, OR CONFORMING, THEN CITRIX SHALL PROVIDE A REFUND THE AMOUNT PAID FOR THE NON-CONFORMING CONSULTING SERVICES.
- 6.2. THE FOREGOING LIMITED WARRANTY DOES NOT COVER PROBLEMS ARISING BY ACCIDENT, ABUSE OR USE IN A MANNER INCONSISTENT WITH THIS AGREEMENT OR RESULTING FROM EVENTS BEYOND CITRIX' REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY OF OR OPERATION IN COMBINATION WITH A THIRD PARTY NETWORK OR SYSTEM, HARDWARE, SOFTWARE, SERVICE OR DATA. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CITRIX AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL OTHER

REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, OR LACK OF VIRUSES, BUGS OR ERRORS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY IF CUSTOMER IS LOCATED IN SUCH A JURISDICTION.

- 6.3. **AUSTRALIAN CONSUMERS COVERED BY AUSTRALIAN CONSUMER LAW.** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Notwithstanding any other provision of this Agreement and to the extent permitted by applicable law, Citrix' liability arising from or in relation to a claim under or a breach of any warranty or statutory guarantee that cannot be excluded will be limited, at Citrix's option: (i) to the supplying of the Services again; or (ii) the payment of the cost of having the Services supplied again.
7. **INDEMNIFICATION BY CITRIX.** Citrix shall indemnify and defend Customer against any third party Infringement Claim, and pay reasonable attorneys' fees, court costs, damages finally awarded, or reasonable settlement costs, with respect to such Infringement Claim; provided that: (i) Customer promptly notifies Citrix in writing of an Infringement Claim such that Citrix is not prejudiced by any delay of such notification; (ii) Citrix has sole control over the defense and any settlement of any Infringement Claim; and (iii) Customer provides reasonable assistance in the defense of same. For the purposes of these terms, "Infringement Claim" means any claim, suit or proceeding brought against Customer based on an allegation that the Services, excluding any Open Source Software included in any software components distributed to Customer or used in conjunction with the Services, as delivered by Citrix, infringes upon any patent or copyright or violates any trade secret rights of any third party. If Customer's use of any of the Services is, or in Citrix' opinion is likely to be, enjoined as a result of an Infringement Claim, Citrix shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Services as contemplated herein, or (ii) replace or modify the Services to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) are not reasonably available, Citrix may, in its sole discretion and upon written notice to Customer, cancel access to the Services and refund to Customer any prepaid, but unused, Fees on the Services. Citrix assumes no liability, and shall have no liability, for any Infringement Claim based on (i) Customer's access to and/or use of the Services following notice of an Infringement Claim; (ii) any modification of the Services by Customer or at its direction; (iii) Customer's combination of the Services with third party programs, services, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Citrix or involving any marking or branding applied at Customer's request. THE FOREGOING STATES CITRIX' SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.
8. **LIMITATION OF LIABILITY.** EXCEPT FOR (a) A PARTY'S INDEMNIFICATION OBLIGATIONS, AND (b) A BREACH BY CUSTOMER OF SECTION 2 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; and (v) UNAVAILABILITY (EXCLUDING CREDITS DUE FOR ANY SERVICE LEVEL AGREEMENT OBLIGATION) OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. EXCEPT FOR (a) A PARTY'S INDEMNIFICATION OBLIGATIONS, AND (b) A BREACH BY CUSTOMER OF SECTION 2 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES, LICENSORS AND SERVICE PROVIDERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF, SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, OR IN THE CASE OF CITRIX CONSULTING SERVICES, THE AMOUNTS PAID FOR THE APPLICABLE CONSULTING SERVICE. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER

SUMS DUE UNDER ANY ORDER. THE SERVICE DESCRIPTIONS MAY CONTAIN ADDITIONAL LIMITATIONS OF LIABILITY RELATED TO INDIVIDUAL SERVICES.

9. **ADDITIONAL TERMS.**

- 9.1. **U.S. Government End-Users.** If Customer is a U.S. Government agency, Customer hereby acknowledges and agrees that the software being accessed through Services, as well as any software that is downloaded by any User or Device in connection with the Service, constitutes "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is Citrix Systems, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309.
- 9.2. **Services Trial.** If a Service offering is identified as a trial ("Trial"), Customer may use the Service for a limited period of time for internal demonstration, test, or evaluation purposes. CITRIX PROVIDES TRIALS "AS IS" AND WITHOUT WARRANTY. ANY CUSTOMER DATA UPLOADED IN A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions in this Agreement.
- 9.3. **Beta, Tech Preview or Labs Services.** The Services do not include Beta, Tech Preview or Labs Services. CUSTOMER ACKNOWLEDGES THAT ANY BETA, TECH PREVIEW OR LABS SERVICES ARE OFFERED "AS-IS" FOR INTERNAL DEMONSTRATION, TEST OR EVALUATION PURPOSES AND WITHOUT WARRANTY. SUCH SERVICES MAY CONTAIN BUGS, ERRORS AND OTHER DEFECTS. Citrix does not make any representations, promises or guarantees that such Services will be publicly announced or made generally available. Citrix has no obligation to provide technical support or continued availability, and such Services can be suspended or terminated at any time by Citrix in its sole discretion with or without notice to Customer.
- 9.4. **Third Party Products, Services or Content.** A Service may contain features or functions that enable interoperability with third party products, services or content. Citrix may also provide access to third party products, services or content directly within the Services. Third party products, services or content, and customer content in third party services, are not part of the Services and are not warranted or supported by Citrix. Your use of such third party products, services or content is subject to the terms of the third party provider.
- 9.5. **Copyright.** Citrix reserves the right to delete or disable any allegedly infringing content, to require that Customer terminate the accounts of Users who are repeat infringers, and to forward the information in the copyright-infringement notice to the User who allegedly provided the infringing content.
- 9.6. **Consent to Use Logs.** Citrix and its service providers may collect and use Logs for purposes of facilitating the Services, including securing, managing, measuring and improving the Services. Logs may be used for purposes not specified in this Section only in an aggregated, anonymized form.
- 9.7. **Security and Privacy.** When providing SaaS Services, technical support services or consulting services, Citrix will (i) implement and maintain the administrative, physical and technical security controls as set forth in the Citrix Services Security Exhibit at <https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html>, and (ii) process personal data on Customer's behalf as set forth in the Citrix Data Processing Addendum at <https://www.citrix.com/buy/licensing/citrix-data-processing-agreement.html>. Customer agrees to provide any notices, obtain any consents or otherwise establish the legal basis necessary for Citrix to access and process personal and other data as specified in this Agreement. The Data Processing Addendum and the Citrix Services Security Exhibit are incorporated herein by reference.
- 9.8. **Suspension of Service.** Citrix reserves the right to suspend Customer's access to a Service if it determines, in its sole discretion, that (i) payment for the Services is not received within 30 days from the date on which payment is due; (ii) Customer's or its Users' use of the Services are in breach of this Agreement and not cured as required by Section 4.2; (iii) Customer failed to timely address Citrix's request to take action pursuant to Section 2.3; (iv) Customer's use of the Services poses a security or other risk to the Services or to other users of the Services; or (v) suspension is required pursuant to a subpoena, court order or other legal process. Citrix

agrees to notify Customer of any such suspension. Customer will remain responsible for all fees incurred before or during any suspension. Citrix reserves the right, in its discretion, to impose reasonable Fees to restore archived data upon Customer request from delinquent accounts.

- 9.9. **High-Risk Use.** Customer acknowledges that the Services are not designed or intended for access and/or use in or with high-risk activities.
- 9.10. **Voice and Data Charges; Customer Connectivity.** Customer is responsible for all fees and charges imposed by Customer's telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of the Services. If Customer's broadband connection and/or telephone service fails, or Customer experiences a power or other failure or interruption, the Services may also cease to function for reasons outside of Citrix' control.
- 9.11. **Assignment.** Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without Citrix' prior written consent, except that Customer may assign this Agreement in whole to an Affiliate, or a successor in interest as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Customer shall provide notice to Citrix upon completion of any permitted assignment. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.
- 9.12. **Export Restriction and Compliance with Laws.** Customer acknowledges that the Services are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Customer also specifically agrees not to, directly or indirectly, allow access to or use of the Services in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. law without authorization from the U.S. government. Both parties also agree to comply with all other laws, rules and regulations applicable to that party under this Agreement.
- 9.13. **Audit.** To the extent permitted by applicable law, you agree to allow Citrix to audit your compliance with this Agreement pursuant to the terms explained at: <https://www.citrix.com/about/legal/product-license-compliance.html>.
- 9.14. **Notices.** All legal notices required under this Agreement shall be in writing and delivered in person or by certified or registered express mail to the address last designated on the account for Customer, and the Citrix contracting entity as specified below, or such other address as either party may specify by notice to the other party as provided herein. Notice shall be deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt; or (iii) five (5) days after deposit in the mail. A copy of all legal notices from Customer to Citrix must also be sent to [contract-notice@citrix.com](mailto:contract-notice@citrix.com). Non-legal notices under Section 3.0 may be provided by Customer to the Citrix email address specified on the applicable Renewal Notification and shall be deemed effective as of the date and time stamp on the Customer's email. Citrix may provide Customer with non-legal notices through [www.mycitrix.com](http://www.mycitrix.com) and/or through in-product messaging or dashboards, which shall likewise be deemed effective immediately.
- 9.15. **Entire Agreement; Order of Precedence.** The Agreement sets forth the entire agreement and understanding of the parties relating to the Services and Customer Content and supersedes all prior and contemporaneous oral and written agreements. For any conflict between these terms and any supplementary BAA terms related to PHI, this Agreement shall control. For any conflict between these terms and the Service Descriptions related to a specific Service, these terms shall control. Nothing contained in any Order or other document submitted by Customer shall in any way add to or otherwise modify the Agreement or any Citrix license program terms under which an Order is submitted. The terms of this Agreement and/or Service Descriptions or other referenced documents may be updated by Citrix from time to time without notice (but will be identified by the last updated date) and may be reviewed anytime at [https://www.citrix.com/content/dam/citrix/en\\_us/documents/buy/enterprise-saas-eusa.pdf](https://www.citrix.com/content/dam/citrix/en_us/documents/buy/enterprise-saas-eusa.pdf). Customer's continued access to and use of the Services constitutes acceptance of the then-current terms.
- 9.16. **General Terms.** Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement. The provisions of Sections 1 (Definitions), 2.2 (Limitations on Use), 2.4 (Proprietary Rights), 2.5 (Open Source Software), 3 (Orders, Fees, and Payments), 4.3 (Effect of Termination), 5 (Customer Content and Customer Accounts), 7 (Indemnification), 8 (Limitation of Liability), 9.14 (Notices), 9.16 (General), and 9.17 (Contracting Party, Choice of Law and Location for Resolving Disputes) shall survive any termination of the Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Citrix may subcontract responsibilities under this Agreement, but remains responsible for its breach of this Agreement by the acts or omissions of Citrix or its subcontractors. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof. Citrix authorized resellers and distributors do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Citrix. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. Citrix failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative. This Agreement may be agreed to online, by use of the Services and/or executed by electronic signature and in one or more counterparts. Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("Force Majeure"). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

- 9.17. **Contracting Party, Choice of Law and Location for Resolving Disputes.** The Citrix contracting entity under this Agreement, and governing law and jurisdiction to resolve any dispute, are identified at <https://www.citrix.com/buy/licensing/citrix-providing-entities.html>. The specified state governing law and jurisdiction do not apply to U. S. Government Customers.

CTX\_code: EUSA 08/19/20

*Last Revised: August 19, 2020*

## CITRIX LICENSE AGREEMENT

This is a legal agreement ("AGREEMENT") between the end-user customer ("you"), and the providing Citrix entity (the applicable providing entity is hereinafter referred to as "CITRIX"). This AGREEMENT includes the Data Processing Agreement, the Citrix Services Security Exhibit and any other documents incorporated herein by reference. Your location of receipt of the Citrix product (hereinafter "PRODUCT") and maintenance (hereinafter "MAINTENANCE") determines the providing entity as identified at <https://www.citrix.com/buy/licensing/citrix-providing-entities.html>. BY INSTALLING AND/OR USING THE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL AND/OR USE THE PRODUCT. Nothing contained in any purchase order or any other document submitted by you shall in any way modify or add to the terms and conditions contained in this AGREEMENT. This AGREEMENT does not apply to third party products sold by Citrix, which shall be subject to the terms of the third party provider.

### 1. PRODUCT LICENSES.

- a. End User Licenses. Citrix hereby grants Customer a non-exclusive worldwide license to use the software in a software PRODUCT and the software installed in an appliance PRODUCT under the license models and for the term identified at <https://www.citrix.com/buy/licensing/product.html>. Unless otherwise noted, each product license may be loaded on only a single license server, appliance or appliance instance, as applicable. Any experimental features delivered with such software will be identified and are licensed only for internal testing purposes. Notwithstanding anything set forth in this AGREEMENT or at the referenced website, your use of open source software shall in all ways be exclusively governed by the open source license indicated as applicable to the code at <https://www.citrix.com/buy/licensing/open-source.html>. Your license to software in a Software or Appliance PRODUCT will be activated by license keys that allow use of the PRODUCT in increments defined by the license model purchased ("License Keys"). "Software" means a Citrix proprietary and/or open source software program in object code form licensed hereunder. "Appliance" means a hardware appliance with installed Software. License Keys for other CITRIX products or other editions of the same PRODUCT may not be used to increase the allowable use for your edition of the PRODUCT.
  - b. Partner Demo. If a Software PRODUCT is labeled "Partner Demo," notwithstanding any term to the contrary in this AGREEMENT, your license permits use only if you are a current CITRIX authorized distributor or reseller, and then only for demonstration, test, or evaluation purposes in support of your end-user customers, and not for any other purpose, including without limitation customer training or production purposes. Note that a Partner Demo PRODUCT may disable itself upon the expiration of the License Key. In no event may a Partner Demo PRODUCT be used beyond expiration.
  - c. Evaluation. If a PRODUCT is labeled "Evaluation," notwithstanding any term to the contrary in this AGREEMENT, your license permits use only if you are an end-user customer and then only for your internal demonstration, test, or evaluation purposes, and not for any other purpose, including without limitation production purposes. Your license is for ninety (90) days with no right to MAINTENANCE, the Limited Warranty, or Infringement Indemnification. Note that an Evaluation PRODUCT may disable itself upon the expiration of the License Key. In no event may an Evaluation PRODUCT be used beyond expiration. If the Evaluation PRODUCT is an appliance, it must be returned upon such expiration.
  - d. Archive Copy. You may make one (1) copy of the software in a Software or Appliance PRODUCT in machine-readable form solely for backup, provided that you reproduce all proprietary notices on the copy.
2. MAINTENANCE, SUBSCRIPTION LICENSES AND MANAGED SERVICES. The MAINTENANCE plan applicable to this PRODUCT is identified at <https://www.citrix.com/buy/licensing/product.html> and plan entitlements and requirements are explained at <https://www.citrix.com/support/programs.html>. Entitlements may include cloud services that shall be delivered under the terms of the End User Services Agreement at <https://www.citrix.com/buy/licensing/agreements.html>. MAINTENANCE is included with subscription licenses for the term purchased, but for other licenses, is required at the time of PRODUCT purchase, and must be purchased separately. MAINTENANCE as purchased separately is available for an initial one (1) year or at your option

multi-year term and may automatically renew or be extended by your purchase of available annual renewals (the "MAINTENANCE Term"). Managed services are optional may be purchased separately. **The MAINTENANCE, subscription license or managed services offering you purchase determines how renewals work. If you purchase an auto-renewing offering, your purchase constitutes your agreement to auto-renewals for same term as initially purchased, and to auto-renewals for your other such offerings, if any, for the same term as initially purchased for each. You maintain the right to give e-mail notice of non-renewal to Citrix prior to any auto-renewal. Citrix will provide e-mail notice of each renewal at least sixty (60) days in advance of renewal. Renewal options for Maintenance and license subscriptions available in your ordering location are identified at <https://www.citrix.com/buy/licensing/citrix-cloud-services-renewals.html>. Ensure you confirm the renewal option you purchase prior to purchase. You may view your renewals selection for your purchases at any time at <https://www.mycitrix.com/>.** Unless you complete a renewal through a Citrix authorized reseller, you understand and agree that a renewal will be through Citrix. Fees may increase and discounts may not apply to renewals. All orders, including for renewals, are subject to acceptance by Citrix in its discretion. MAINTENANCE for a Software or Appliance PRODUCT begins upon delivery of the License Keys. Under MAINTENANCE, CITRIX will make any Updates for the PRODUCT covered by the plan available to you. An "Update" shall mean a generally available release of the same edition of the Software for the same PRODUCT that Citrix may make available from time to time. CITRIX is not obligated to make any Updates available. Updates shall be subject to the terms of this AGREEMENT, except that Updates are not covered by the Limited Warranty applicable to the PRODUCT, to the extent permitted by applicable law. You acknowledge that CITRIX may develop and market new or different software or appliance offerings or editions of the PRODUCT that use portions of the PRODUCT and that perform all or part of the functions performed by the PRODUCT. Nothing contained in this AGREEMENT shall give you any rights with respect to such new or different offerings or editions. MAINTENANCE purchased separately will be available for a PRODUCT until it is no longer offered in accordance with the applicable CITRIX PRODUCT Lifecycle Support Policy posted at <https://www.citrix.com/support/product-lifecycle.html>. Any deliveries of Updates shall be electronic. MAINTENANCE includes technical support, and may include online services, and, for hardware only, an extended hardware warranty, as stated at <https://www.citrix.com/support/programs.html>. The offering you purchase determines your entitlement and usage rights. In addition to MAINTENANCE, you may also purchase CITRIX consulting services as may be available (including installation services, remote monitoring services or technical consulting). CITRIX' provision of technical support or consulting services is predicated upon the following responsibilities being fulfilled by you: (i) you will designate a primary administrative contact for technical support; (ii) you agree to perform reasonable problem determination activities and reasonable problem resolution activities as suggested by CITRIX; (iii) you are responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and for reconstructing any lost or altered files resulting from catastrophic failures; (iv) you are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware at your site and providing CITRIX with access to your facilities as required to operate the PRODUCT and permitting CITRIX to perform the service; and (v) you are required to implement all currently available and applicable software hotfixes, hotfix rollup packs, and service packs or their equivalent for the PRODUCT in a timely manner. CITRIX is not required to provide any technical support for problems arising out of: (i) your or any third party's alterations or additions to the PRODUCT, operating system or environment; (ii) CITRIX provided alterations or additions to the PRODUCT that do not address Errors or Defects; (iii) any functionality not defined in the user documentation published by CITRIX and included with the PRODUCT (hereinafter "Documentation"); (iv) use of a Software PRODUCT on a processor or peripherals other than the processor and peripherals defined in the Documentation; (v) any PRODUCT that has reached End-of-Life; and (vi) any consulting deliverables from CITRIX, you or any third party. An "Error" is defined as a failure in the PRODUCT to materially conform to the functionality defined in the Documentation. A "Defect" is defined as a failure in the PRODUCT to conform to the specifications in the Documentation. In situations where CITRIX cannot provide a satisfactory resolution to your critical problem through normal technical support methods, CITRIX may engage its product development team to create a private fix. Private fixes are designed to address your specific situation and may not be further distributed by you. CITRIX retains all right, title, and interest in and to all fixes, packs and their equivalent. Any private fixes are not provided as part of the PRODUCT under the terms of this AGREEMENT and they are not covered by the Limited Warranty or Infringement Indemnification applicable to the PRODUCT, to the extent permitted by applicable law. With respect to CITRIX consulting services, including managed services, and any consulting services received under MAINTENANCE, all intellectual property rights in all deliverables, pre-existing works and derivative works of such pre-existing works, as well as developments made,

conceived, created, discovered, invented, or reduced to practice in the performance of the consulting services are and shall remain the sole and absolute property of CITRIX, subject to a worldwide, non-exclusive license to you for internal use.

3. DESCRIPTION OF OTHER RIGHTS, LIMITATIONS, AND OBLIGATIONS. Except as expressly set forth in Section 13, you may not transfer, rent, timeshare, grant rights in or lease the PRODUCT except to the extent such foregoing restriction is prohibited by applicable mandatory law. Any attempt to do so in violation of this prohibition shall be void. If you purchased or otherwise received replacement License Keys as part of a PRODUCT upgrade or trade-up, or a new product release with new product licenses under MAINTENANCE, you agree to destroy the original License Keys and retain no copies after installation of the new License Keys and PRODUCT. Solely for the purpose of migrating users, you are permitted a ninety (90) day grace period to run both your new and old License Keys in production. This period begins with your purchase of the upgrade or trade-up, or with your download of the new release under MAINTENANCE. You shall provide the serial numbers of the original License Keys and corresponding replacement License Keys to the reseller and, upon request, directly to CITRIX, for tracking purposes. In the event you make a transfer of the PRODUCT in the EU or EER, to the extent permitted by law and notwithstanding the terms of this AGREEMENT, you must uninstall the PRODUCT and License Keys, cease your use, transfer them to the transferee and retain no copies. You are responsible for ensuring that the transferee accepts the terms of this AGREEMENT. You must provide evidence that the conditions for a lawful transfer of the PRODUCT are met. All Limited Warranty, MAINTENANCE and Infringement Indemnification rights will terminate automatically upon such transfer and will not be available to the transferee, including the ability to purchase MAINTENANCE. You must comply with applicable export laws with respect to such a transfer. You may not modify, translate, reverse engineer, decompile, disassemble, create derivative works based on or copy the PRODUCT, except as expressly licensed in this AGREEMENT or to the extent such foregoing restriction is expressly prohibited by applicable mandatory law. You may not remove any proprietary notices, labels or marks on the PRODUCT. If you are a Citrix competitor for the relevant PRODUCT, you may not use the PRODUCT directly or indirectly for competitive benchmarking or other competitive analysis, unless permitted under applicable law. Notwithstanding the foregoing, this AGREEMENT shall not prevent or restrict you from exercising additional or different rights to any portions of the PRODUCT that are open source software. To the extent permitted by applicable law, you agree to allow CITRIX to audit your compliance pursuant to the terms explained at: <https://www.citrix.com/about/legal/product-license-compliance.html>. With respect to your purchase of a product trade-up or upgrade, or your implementation of a product release with new product licenses under MAINTENANCE, you are permitted a 90-day grace period to run both your new and the old PRODUCT licenses in production. This period runs from your purchase of the trade-up or upgrade, and from your download of the new release under your MAINTENANCE program. You agree to destroy the old licenses and retain no copies after the grace period. Certain PRODUCTS include a license overdraft feature that enables you to use a limited number of additional licenses to prevent access denial. Any overdraft feature is offered as a convenience, not as a license entitlement. Any overdraft licenses used must be purchased within thirty (30) days of first use. Note that a PRODUCT may be provided with identified experimental features which are not part of the PRODUCT and which are not covered by MAINTENANCE and the Limited Warranty. Such features are offered "AS IS" and may never become part of the PRODUCT or any CITRIX commercial product. Citrix makes no representations or certifications with respect to experimental features.

ALL RIGHTS IN THE PRODUCT NOT EXPRESSLY GRANTED ARE RESERVED BY CITRIX OR ITS LICENSORS. CITRIX and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the PRODUCT, including any adaptations, modifications, translations, derivative works or copies, and any relating to the design, manufacture, or operation of the same.

4. INFRINGEMENT INDEMNIFICATION. In the event of any claim, suit, or proceeding brought against you based on an allegation that a PRODUCT, experimental features or consulting deliverable hereunder (excluding open source software) infringes upon any patent, copyright or trade secret of any third party ("Infringement Claim"), CITRIX shall defend, or at its option, settle, such Infringement Claim, and shall pay all costs (including reasonable attorney's fees) associated with the defense of such Infringement Claim, and all damages finally awarded or settlements undertaken by CITRIX in resolution of such Infringement Claim, provided you: (i) promptly notify CITRIX in writing of your notification or discovery of an Infringement Claim such that CITRIX is not prejudiced by any delay in such notification; (ii) give CITRIX sole control over the defense or settlement of the Infringement



Claim; and (iii) provide reasonable assistance in the defense of the same. Following notice of an Infringement Claim, or if CITRIX believes such a claim is likely, CITRIX may at its sole expense and option: (i) procure for you the right to continue to use the alleged infringing PRODUCT, experimental feature or consulting deliverable; (ii) replace or modify the PRODUCT, experimental feature or consulting deliverable to make it non-infringing; or (iii) accept return of the PRODUCT, experimental feature or consulting deliverable and, for the PRODUCT, provide you with a prorated refund for the licenses, other than as to subscription licenses, using a three (3) year straight line depreciation basis for the PRODUCT, and for subscription licenses, provide you with a refund of any unused, prepaid fees and relief from any subsequent annual payments due with respect to such licenses, and, for a consulting deliverable, refund payments made for the deliverable. CITRIX assumes no liability, and shall have no liability, for any Infringement Claims or allegations of infringement based on: (i) your use of any PRODUCT, experimental feature or consulting deliverable after notice that you should cease use of such PRODUCT, experimental feature or consulting deliverable due to an Infringement Claim; (ii) any modification of the PRODUCT, experimental feature or consulting deliverable by you or at your direction; (iii) your combination of the PRODUCT, experimental feature or consulting deliverable with non-CITRIX hardware, software, services, data or other content or materials if such Infringement Claim would have been avoided by the use of the PRODUCT, experimental feature or consulting deliverable alone. THE FOREGOING STATES YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM OR ALLEGATION OF INFRINGEMENT.

5. LIMITED WARRANTY AND DISCLAIMER. CITRIX warrants that for a period of ninety (90) days from delivery of the License Keys, the software in a Software or Appliance PRODUCT will perform substantially in accordance with the PRODUCT's Documentation. Citrix warrants that for a period of one (1) year from delivery of the License Keys, the hardware in an Appliance PRODUCT, will be free from defects in material and workmanship in normal use. This hardware warranty does not cover any of the following: (i) improper installation, maintenance, adjustment, repair or modification by Customer or a third party; (ii) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (iii) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, water damage or other irregularities; (iv) third party software or software drivers; or (v) damage to hardware during shipment of an Appliance PRODUCT. CITRIX and its licensors' and suppliers' ("SUPPLIERS'") entire liability and your exclusive remedy under this Software or hardware warranty (which is subject to your return of the PRODUCT to CITRIX or an authorized reseller) will be, at the sole option of CITRIX and subject to applicable law, to replace the PRODUCT or to refund the purchase price paid (and for subscription licenses, provide relief from any subsequent annual payments due with respect to such licenses), and to terminate your software licenses to the PRODUCT. CITRIX will provide MAINTENANCE (including consulting services, if purchased separately) in a professional and workmanlike manner, but CITRIX cannot guarantee that every question or problem raised by you will be resolved or resolved in a certain amount of time. Citrix does not warrant in any form the results or achievements of the PRODUCT, technical support, consulting services or related deliverables. With respect to technical support, CITRIX' and its SUPPLIERS' entire liability and your exclusive remedy under this warranty is re-performance of the services. With respect to consulting services, CITRIX' and its SUPPLIERS' entire liability and your exclusive remedy under this warranty is re-performance of the services or, if re-performance is not possible or conforming, refund of amounts paid for the non-conforming services.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY, CITRIX AND ITS SUPPLIERS MAKE AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO THE PRODUCT, ANY EXPERIMENTAL FEATURES, MAINTENANCE AND ANY OTHER SOFTWARE OR SERVICE DELIVERED HEREUNDER, ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCT AND MAINTENANCE ARE NOT DESIGNED, MANUFACTURED, DELIVERED OR INTENDED FOR ANY USE WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU ASSUME RESPONSIBILITY FOR THEIR SELECTION TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THEIR INSTALLATION, USE, AND RESULTS OBTAINED THEREFROM.

6. SECURITY AND PRIVACY. When performing the Services, Citrix will (i) implement and maintain the administrative, physical and technical security controls as set forth in the Citrix Services Security Exhibit at <https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html>, and (ii) process personal data on Customer's behalf as set forth in the Citrix Data Processing Addendum at <https://www.citrix.com/buy/licensing/citrix-data-processing-agreement.html>. Customer agrees to provide any notices, obtain any consents or otherwise establish the legal basis necessary for Citrix to access and process personal and other data as specified in this Agreement. The Citrix Services Security Exhibit and the Citrix Data Processing Addendum are incorporated herein by reference.
7. EXPORT RESTRICTION. You agree that you will not export, re-export, or import the PRODUCT, MAINTENANCE or any other software or service delivered hereunder in any form without the appropriate government licenses. You understand that under no circumstances may the PRODUCT, MAINTENANCE or any other software or service delivered hereunder be exported to: (i) any country subject to U.S. embargo, (ii) U.S.-designated denied persons or prohibited entities, or (iii) U.S. specially designated nationals.
8. LIMITATION OF LIABILITY. EXCEPT FOR CITRIX' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 4, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER CITRIX NOR ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING FROM YOUR USE OF THE PRODUCT, EXPERIMENTAL FEATURES, EVALUATION PRODUCT, MAINTENANCE OR ANY OTHER SOFTWARE OR SERVICE DELIVERED HEREUNDER, OR DAMAGE ARISING FROM YOUR USE OF THIRD PARTY PRODUCTS OR HARDWARE, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR YOUR EXPORTATION, REEXPORTATION, OR IMPORTATION OF ANY OR ALL OF THE SAME. THIS LIMITATION WILL APPLY EVEN IF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. EXCEPT FOR CITRIX' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 4 (UNLESS NOTED AT <https://www.citrix.com/buy/licensing/product.html>), AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS EXCEED THE AMOUNT PAID FOR THE RELEVANT PRODUCT (DURING THE RELEVANT TERM IF SUBSCRIPTION), RELEVANT MAINTENANCE TERM OR CONSULTING DELIVERABLE. TOTAL AGGREGATE LIABILITY IS LIMITED TO \$100.00 US FOR ANY EXPERIMENTAL FEATURES OR ANY EVALUATION PRODUCT. YOU ACKNOWLEDGE THAT THE LICENSE, MAINTENANCE AND CONSULTING FEES REFLECT ALLOCATIONS OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. For purposes of this AGREEMENT, the term "AFFILIATE" shall mean any entity that controls, is under common control with, or is controlled by CITRIX, where "control" means the ownership, direct or indirect, of a majority of CITRIX' stock or other interest entitled allowing the owner to direct the affairs of CITRIX. AFFILIATES, suppliers, and authorized distributors are intended to be third party beneficiaries of this AGREEMENT.
9. PURCHASE, TERMINATION AND SURVIVAL. If you purchase a multi-year offering, or multi-year renewal, your purchase is for the full value of all years of the offering, even if required payments are annual. In the event you fail to pay any annual payment on a multi-year offering, or multi-year renewal, and such default shall continue for a period of thirty (30) days, then any and all remaining amounts for the relevant purchase shall become immediately due and payable. All purchases are final with no right of return, and neither CITRIX nor any reseller or distributor will be obligated to pay, nor will you be due, any refund of amounts paid by you, other than under the Limited Warranty or Infringement Indemnification terms of this AGREEMENT. All purchases are subject to applicable taxes. This AGREEMENT is effective until terminated. You may terminate this AGREEMENT at any time by removing the software of your Software PRODUCT(s) from your computers and destroying all copies, and by

removing the software of your Appliance PRODUCT(s) from the hardware, and then providing written notice to CITRIX with the serial numbers of your License Keys. CITRIX may terminate this AGREEMENT at any time for your breach of this AGREEMENT. Unauthorized copying of the software in a Software or Appliance PRODUCT or the Documentation or otherwise failing to comply with the license grant or restrictions of this AGREEMENT will result in automatic termination of this AGREEMENT and will make available to CITRIX all other legal remedies. You agree and acknowledge that your material breach of this AGREEMENT shall cause CITRIX irreparable harm for which monetary damages alone would be inadequate and that, to the extent permitted by applicable law, CITRIX shall be entitled to injunctive or equitable relief without the need for posting a bond. Upon termination of this AGREEMENT, the PRODUCT licenses and associated MAINTENANCE purchased hereunder will terminate and you must immediately destroy the software in a Software or Appliance PRODUCT and the Documentation, and all backup copies thereof. Any termination of consulting services is subject to the applicable scope definition, and you shall pay for services provided prior to the termination. Those provisions of this AGREEMENT, which are intended by the parties to survive, shall survive termination of this AGREEMENT, including without limitation, the Limitation of Liability terms.

10. U.S. GOVERNMENT END-USERS. If you are a U.S. Government agency, you hereby acknowledge and agree that the software in a Software or Appliance PRODUCT constitutes "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this standard commercial license AGREEMENT. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, you hereby acknowledge that the Government's right to use, duplicate, or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is Citrix Systems, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309.
11. AUTHORIZED DISTRIBUTORS AND RESELLERS. CITRIX authorized distributors and resellers do not have the right to make modifications to this AGREEMENT or to make any additional representations, commitments, or warranties binding on CITRIX.
12. CHOICE OF LAW AND VENUE. The location of your providing entity will determine the choice of law and venue as identified at <https://www.citrix.com/buy/licensing/citrix-providing-entities.html>. If any provision of this AGREEMENT is invalid or unenforceable under applicable law, it shall be to that extent be deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this AGREEMENT in a manner consistent with the original intent of the AGREEMENT. No waiver is effective unless signed by the party to be bound.
13. ASSIGNMENT AND SUBCONTRACTING. Neither party hereto may assign this AGREEMENT, or any rights or obligations under it except as permitted by law or as set forth below, without the prior written consent of the other party, unless assigned to a successor in interest, or pursuant to a merger, or a sale or transfer of all or substantially all of the party's assets. You shall provide notice to CITRIX upon completion of any permitted assignment. In addition, you may assign this AGREEMENT to a majority-owned affiliate, and CITRIX may assign this AGREEMENT, or any rights or obligations under it to any AFFILIATE or any third party acquiring or otherwise assuming part of the business of CITRIX or any of its AFFILIATES. Subject to this restriction, this AGREEMENT will be binding upon and inure to the benefit of the parties hereto, their successors and assigns. CITRIX may use subcontractors to provide services to you under this AGREEMENT, but CITRIX shall remain responsible to you for the performance of the services.
14. NOTICES. All legal notices required under this Agreement shall be in writing and delivered in person or by certified or registered express mail to the address last designated on the account for you, and the CITRIX contracting entity as specified below, or such other address as either party may specify by notice to the other party as provided herein. Notice shall be deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation

of receipt; or (iii) five (5) days after deposit in the mail. A copy of all legal notices from you to CITRIX must also be sent to [contract-notice@citrix.com](mailto:contract-notice@citrix.com). Non-legal notices under Section 2.0 may be provided by you to the CITRIX email address specified on the applicable Renewal Notification and shall be deemed effective as of the date and time stamp on your email. CITRIX may provide you with non-legal notices through [www.mycitrix.com](http://www.mycitrix.com) and/or through in-product messaging or dashboards, which shall likewise be deemed effective immediately.

15. FORCE MAJEURE. CITRIX and/or any of its AFFILIATES shall not be liable for any delay or failure to perform any obligation under this AGREEMENT where the delay or failure results from any cause beyond its/their reasonable control, including without limitation: (i) acts of God; (ii) electrical power failures or surges; (iii) utilities or other telecommunications failures; (iv) storms or other elements of nature; or (v) terrorism or acts of war; but only for so long as such condition exists.
16. HOW TO CONTACT CITRIX. Should you have any questions concerning this AGREEMENT or want to contact CITRIX for any reason, write to CITRIX Customer Service at the address identified at <https://www.citrix.com/buy/licensing/citrix-providing-entities.html>.
17. TRADEMARKS. This AGREEMENT does not grant you the right to use any CITRIX trade or service mark. For information about proper permitted usage of CITRIX trademarks please see: <https://www.citrix.com/about/legal/brand-guidelines.html>.

CTX\_code: EULA 08/019/2020

## **Enterprise License Program Terms (Last Revised 1 May 2020)**

### **Flexibility with Enterprise Licensing**

The Enterprise Licensing Program (the “Program”) provides enterprise customers greater flexibility in licensing, purchasing, installing and maintaining Citrix enterprise products and in purchasing Citrix enterprise services. The Program is available through authorized Citrix resellers (or Citrix as noted below). Citrix may share your account information with authorized Citrix resellers and distributors to enable them to support your transactional needs. Registration for the Program does not obligate you to make a purchase. When you are ready to purchase, your submission of a purchase order under your registration number and customer number to an authorized Citrix reseller or Citrix constitutes your acceptance of the then current Program terms. Should you authorize a finance company to submit an order on your behalf, you agree that such submission will likewise constitute your acceptance of the then current Program terms. The finance company’s use of your registration number and customer number, with product or service delivery to you, shall confirm your authorization. Ask your authorized Citrix reseller for a current list of the Citrix offerings which are available in your geography under the Program.

### **Pricing**

Program pricing is based on two models, one for perpetual license and other eligible on-premises product offerings, and the other for subscription license and Citrix Cloud subscription offerings. Only one model applies to any offering.

Pricing for perpetual license and other eligible on-premises offerings follows a transaction-based model with enterprise levels of suggested discounts, allowing customers to combine points across eligible offerings in order to establish their corporate discount level. For three (3) years after making a qualifying minimum purchase, the same suggested discount level applies to additional orders for eligible offerings by your organization, including by your registered Affiliate(s). “Affiliate” means any entity that controls, is under common control with, or is controlled by you, where “control” means the ownership, direct or indirect, of a majority of an entity’s stock or other interest entitled allowing the owner to direct the affairs of such entity. Should you or any registered Affiliate place an additional order within twelve (12) months prior to expiration of your current suggested discount level for eligible offerings, and the order is for at least one-half the points initially required to qualify for your current suggested discount level, the suggested discount will be extended for such offerings for an additional twenty-four (24) months from scheduled expiration. If the order you place within the twelve (12) months is sufficient to increase your suggested discount level by one level (a PlusOne order), your discount period will be extended for twenty-four (24) months from scheduled expiration. Should you place an order qualifying as a PlusOne Upgrade order at any other time, your suggested discount level will

increase one level, but your discount period will not be extended. Ask your authorized Citrix reseller or Citrix representative for the order size or point value required to qualify for a PlusOne Upgrade order in your geography based on your current Program discount level. Should you or any registered Affiliate place an additional order for eligible offerings at any time during your registration, and the order qualifies for a higher suggested corporate discount level, the suggested discount will be extended for an additional three (3) years at the higher suggested discount level from the date of the qualifying order. Should a qualifying discount renewal order not be received, your registration continues, but your suggested discount will fall to the level corresponding to any lesser purchase, if any, made within such window. If no qualifying additional purchase is made, your suggested discount will fall to Level 1 (suggested discount of zero) until a new qualifying minimum purchase is made. Such a new qualifying minimum purchase must then be made by the same standards as applicable to those just registering for the Program for the first time.

Program pricing for eligible subscription license and Citrix Cloud subscription offerings follows a tiered-price model where the suggested price decreases with the number of active entitlements. Active entitlements include those purchased by your organization and your registered Affiliate(s).

Actual customer pricing and discounts under both models are established by your authorized Citrix reseller (or Citrix in the event of direct purchase). You must negotiate your pricing and discounts with your provider for each purchase. A minimum initial purchase is required to purchase under the Program. The annual value of an individual subscription license or Citrix Cloud services purchase and/or the value of a perpetual or other eligible on-premises purchase can qualify for the minimum initial purchase requirement or for any of the minimum corporate discount extension purchase requirements. Your suggested corporate discount and suggested tiered pricing may differ between relevant offerings and may not apply to or accrue to some offerings. If you are unable to commit to the minimum initial purchase, Citrix recommends you register for the Citrix Easy License Program instead.

The Program works well for all types of companies, centralized or decentralized. There is no customer reporting required under the Program. Certain levels of corporate discount may include the right to have an appointed executive sponsor and to receive discounts on select Citrix services.

### **Maintenance, Warranty and Consulting**

Citrix maintenance, technical support and warranty models vary by Citrix product. Your authorized Citrix reseller can clarify the maintenance, support and warranty offerings available in your geography for the products of interest to you. Note that maintenance, support and warranty renewals are available directly from Citrix in North America. Citrix also offers a variety of consulting services relating to Citrix products. These offerings are available directly

from Citrix worldwide. On an exception basis, Citrix may likewise accept orders for products and services directly worldwide. Maintenance, support, warranty and consulting terms are contained in the relevant product license(s) or terms of service. Consulting is a type of support offering, and warranties and limitations of liability applicable to support offerings in the relevant product license(s), apply to consulting services. If you require consulting services in relation to a product you have not yet installed, your purchase of consulting services shall be based on the following terms instead: a) consulting services shall be provided in a professional and workmanlike manner; ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY DISCLAIMED; b) all intellectual property rights in all reports, preexisting works and derivative works of such preexisting works, as well as installation scripts and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the services are and shall remain the sole and absolute property of Citrix, subject to a worldwide, nonexclusive license to you for internal use; and c) Citrix's liability shall be limited to the amount paid for the consulting services at issue. Discounts offered on maintenance and warranty renewal, and consulting services, may differ from those suggested for Citrix products.

### **Is Enterprise Licensing right for my organization?**

Your authorized Citrix reseller can clarify the minimum initial purchase requirements and minimum reorder requirements in your geography for the offerings of interest to you. All purchases under the Program are final with no right of return, cancellation or refund, other than under warranty or the infringement indemnification terms of the relevant product license(s) or terms of service. Hosted service, application service and infrastructure service providers are not eligible to purchase software or software maintenance under this Program in support of service offerings for third parties. Citrix has created the Citrix Service Provider Program for such services. For purposes of this restriction, "hosted service providers" are customers that focus on delivery of a combination of traditional IT functions such as infrastructure, applications, security, monitoring, storage, web development, website hosting and email to third party customers, over the Internet or other wide area networks; "application service providers" are customers that focus on delivery of application services in such a manner; and "infrastructure service providers" are customers that focus on delivery of infrastructure services in the same manner. This restriction does not apply to services for internal users (including their contractors, consultants and agents) or services for third parties which are offered only as part of business outside the scope of those excluded above.

### **Product Licenses and Terms of Service**

Citrix products are offered for your implementation and use under a license or as Cloud services under terms of service which you accept upon your submission of a purchase order hereunder, as well as upon product installation or Cloud service initialization, as applicable. Licenses are

shipped with products in a click-wrap format while terms of service are made available as a web-link during your initial set-up of a service and/or as a link within the service site. Your authorized Citrix reseller can clarify the license and service models available for the Citrix products of interest to you. If you wish to view all current licenses and terms of service now, including applicable maintenance, support, warranty and consulting terms, please click here: <https://www.citrix.com/buy/licensing/agreements.html>. These are part of these Program terms, apply to your use of products and services, and should be reviewed in advance of purchase. You may not transfer or assign a license or service entitlement without the prior written consent of Citrix unless you transfer or assign the license or service entitlement to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all of your assets, in which case you still need to notify Citrix.

### **Program and License Update**

Citrix will occasionally update these Enterprise License Program terms, its product licenses and/or terms of service. When we do, we will also revise the "Last Revised" date at the top of the Program terms, the relevant product licenses and/or terms of service. Any changes apply only to your new product or service purchases or service renewals on or after the date of change. You are not obligated to make additional purchases if you do not agree with updated terms. Citrix maintains the right to reject a purchase order for non-compliance with these terms. Citrix also maintains the right to terminate the Program for any or no reason upon thirty (30) days prior e-mail notification to you. If you are registered for the same Program in multiple instances, or if you are registered for more than one Citrix licensing program, Citrix may automatically terminate all registrations, except for the registration then offering you the highest earned discount. If you purchase a multi-year subscription for any service(s), your purchase is for the full value of all years of the subscription, even if required payments are annual. In the event you fail to pay any annual payment when due, and such default shall continue for a period of thirty (30) days, 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. Your payment obligations shall survive your participation in, termination of, or expiration of the Program. You agree that all of your payment obligations shall be absolute and non-assignable. With respect to any order submitted directly to Citrix and accepted, payment shall be due to Citrix net 30 days after the date of invoice. Should any such order identify a "Bill To" other than you, you understand that you remain liable for payment until payment is made. Citrix shall ship tangible products Ex Works Citrix' shipping location (Incoterms 2010) and title shall pass upon delivery by Citrix to the shipping location. Intangible software and online services shall be delivered electronically. Nothing contained in any purchase order or any other document submitted by you or your finance company to an authorized reseller or Citrix shall in any way add to or otherwise modify the Program terms. The Program terms, including applicable product licenses and terms of service, shall constitute your exclusive agreement with Citrix. Authorized Citrix resellers are independent contractors and are not authorized to bind Citrix in any way.