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 MAINENANCE 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. Citrix reserves the right, in its discretion, to suspend or terminate offerings, or any portion thereof, for non-payment. 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. 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 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.

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