



October 28, 2019

William L. Gilbert, Director
County of San Bernardino Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324

Re: Citrix Software License Review Closure
County of San Bernardino
on behalf of Arrowhead Regional Medical Center

Dear Mr. Gilbert:

Citrix and Arrowhead Regional Medical Center (ARMC), a department of the County of San Bernardino, signed a Citrix Software License Review (SLR) closure letter dated July 23, 2019 (the Former Letter Agreement). Pursuant to the Former Letter Agreement, Citrix issued 1,400 licenses set forth in the quote of the Former Letter Agreement; however, those licenses were never activated by the County (Shipped Licenses). The Former Letter Agreement did not take effect, as it was not signed by an authorized representative of the County.

The parties desire to and hereby vacate that Former Letter Agreement and enter into a settlement under the terms set forth in this letter (the Replacement Letter Agreement). This Replacement Letter Agreement shall override and supersede the Former Letter Agreement, which is deemed void and of no effect. This Replacement Letter Agreement will serve to formally close the recent SLR conducted by Deloitte & Touche on behalf of Citrix regarding ARMC's use of certain Citrix software under the ELA, as noted below, and is expressly limited to such use by ARMC. The Shipped Licenses are hereby rescinded, and the County of San Bernardino (either itself or through ARMC) shall destroy such licenses and provide a reasonable, mutually agreeable certification of destruction. Citrix will reissue new licenses upon payment by County.

The County of San Bernardino, a political subdivision organized and existing under the constitution and the laws of the State of California, operating a hospital or surgery center known as Arrowhead Regional Medical Center. ARMC is a regional medical facility located in Colton, California, with additional family centers located in Southern California. The County of San Bernardino has done business with Citrix under the terms of an Enterprise License Agreement Number 192619, dated March 30, 2012 (ELA).

Deloitte & Touche (Deloitte) reported the recent audit findings and conclusions regarding the SLR in the Effective License Position (ELP) report dated June 24, 2019. Adam McCartney from the County of San Bernardino and Bryan Runions from Citrix Systems Inc. agreed upon the ELP, and it is now accepted as the resolution of the SLR by both Citrix and the County of San Bernardino on behalf of Arrowhead Regional Medical Center as outlined below.

**Summary of Findings:****Citrix Draft Effective License Position | Arrowhead Regional Medical Center**

Product Family	Current Product Name	Current Edition	Former Product Name	Former Edition	Version	Metric	License Entitlement	Maintenance Owned	Licenses Deployed	License Discrepancy	Maintenance Difference
Workspace											
Mobility	Citrix Workspace	n/a	Citrix Workspace Suite	n/a	n/p	User	3,100	3,100	4,156	1,056	0
ADC											
ADC	Citrix ADC SDX 14020	n/a	Citrix NetScaler SDX 14020	n/a	n/p	Appliance	2	2	2	0	0
ADC	Citrix ADC VPX	Premium	Citrix NetScaler VPX	Platinum	n/p	Per VM	-	-	8	0	0
ADC	Citrix ADC MPX 8005	Premium	Citrix NetScaler MPX 8005	Platinum	n/p	Appliance	2	2	2	0	0
SaaS											
SaaS	Citrix Content Collaboration	n/p	Citrix ShareFile	n/p	n/p	MegaBytes	-	-	1.94	-	-

Citrix Workspace (formerly known as Citrix Workspace Suite) User: Deloitte noted that Arrowhead Regional Medical Center owned 3,100 Citrix Workspace user entitlements, yet had a peak count of 4,156 licenses consumed, resulting in an over deployment of 1,056 Citrix Workspace users.

Resolution

Signature to this Replacement Letter Agreement by the County of San Bernardino, and returning the letter to Citrix Systems Inc. by November 10, 2019, shall constitute agreement and adoption by the County of San Bernardino of this Replacement Letter Agreement, on behalf of itself and ARMC. Execution of this letter by the County of San Bernardino shall constitute a non-cancellable purchase order for the products and services described in the below quote, and Citrix may invoice immediately for such products and services. Any purchase order issued shall be for administrative purposes only. Payment for such products and services shall be made to Citrix within sixty (60) days of the date on any invoice and shall be final and non-refundable. For the avoidance of doubt, the operative agreement governing the use of such licenses and services subject to this letter is Enterprise License Agreement Number 192619.

	End User Org ID: 45989920 End User Name: Arrowhead Regional Medical Center End User Contract Number: 192619 Proposal Expires: November 10, 2019			
Quantity	Description	Part Number	Per Unit Cost	Net to Citrix
1,400	Citrix Workspace Suite x1 User Perpetual License	3012411-E4	\$450.00	\$630,000.00
1,400	CSS Select Workspace Suite x1 User 1 Year	4032407-E4	\$99.00	\$138,600.00
Total				\$768,600.00
Exclusive of applicable customs, taxes, shipping, or other local county fees. All line items must be purchased to qualify for the suggested discount. For the avoidance of doubt, 1,056 of the above 1,400 licenses relate to current use levels. The remaining 344 of the 1,400				



licenses are intended for future growth and to take advantage of special pricing.		
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In consideration of the County of San Bernardino's agreement with the terms and conditions herein, and conditioned upon timely payment for the products and services hereunder, Citrix releases and forever discharges the County of San Bernardino, and its past and present employees, agents, shareholders, officers, directors, predecessors, if any, joint ventures, successors and assigns, heirs, executors, administrators and trustees from any and all suits, causes of action, claims, allegations, and demands whatsoever in law or in equity, which it now has or to which it may hereafter become entitled on account of any act, failure to act, or event occurring prior to November 5, 2019 that arises out of AMRC's use of the quantities of the products specified on the ELP. For the avoidance of doubt, this Replacement Letter Agreement does not release such parties from any act, failure to act, or event arising out of use of other Citrix products or services, except the product licenses that are part of the ELP as used by ARMC.

As part of this settlement, Citrix waives the provisions of California Civil Code Section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

This letter may not be combined with any allowance, discount, or other special offering which Citrix makes available for the products. County of San Bernardino agrees on behalf of itself and ARMC that all terms and conditions, including pricing, associated with this transaction are confidential and will not be disclosed, except as required by law (eg, for approvals by the Board of Supervisors).

This Replacement Letter Agreement and the applicable agreement(s) for the products, including without limitation Enterprise License Agreement Number 192619, are the complete agreement(s) between Citrix and County of San Bernardino with respect to use of the products and services by ARMC, and replace any prior oral or written communications between us, concerning this matter. Nothing in this Letter shall be deemed to limit or exclude liability for fraudulent misrepresentation.

Sincerely,

Daniel Fuller
Director, Citrix License Advisory Services
Date: October 28, 2019



The undersigned represents that he or she has authority to execute this letter on behalf of the above referenced entity (including without limitation the County of San Bernardino, for itself and for Arrowhead Regional Medical Center), by signing this letter such entity is hereby bound by its terms and the terms of the Letter Agreement, and there are no further contingencies required for such entity to perform, including without limitation related to funding or board approvals.

AGREED TO AND ACCEPTED:

County of San Bernardino

For itself and on behalf of Arrowhead Regional Medical Center

By: _____

Name: William L. Gilbert

Title: Director

Date: