

Last Revised: February 3, 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.

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 AND SUBSCRIPTION LICENSES. 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”). **The MAINTENANCE or subscription license 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. 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**

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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>. 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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, 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

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6. DATA PROTECTION AND GDPR COMPLIANCE. Citrix agrees to deal with personal data relevant to Customer's end-users in accordance with applicable data protection laws and regulations and the following: (a) with respect to personal data provided in connection with sales and marketing activities or use of Citrix websites, the Citrix Privacy Policy at <https://www.citrix.com/about/legal/privacy/>; (b) with respect to any personal information of European Union residents processed in connection with services, the Data Processing Agreement at <https://www.citrix.com/buy/licensing/citrix-data-processing-agreement.html> ("European Union General Data Protection Regulation Terms"); and (c) with respect to services, the Citrix Services Security Exhibit at <https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html>. Customer agrees to provide any notices

and obtain any consent necessary for Citrix to access and process personal and other data as specified in this Agreement. The Privacy Policy, the Data Processing Agreement and the Citrix Services Security Exhibit 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. 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>.
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