

CITRIX PARTNER DATA PROCESSING ADDENDUM

Version: June 26, 2020

1. Scope, Order of Precedence and Parties

This Partner Data Processing Addendum (“DPA”) applies to the Processing of Personal Data by one party acting as a Processor on behalf of the other party acting as a Controller in connection with the relevant Citrix Program Guide and/or the contract in force between Citrix and the Partner (collectively, the “Agreement”). In the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA shall control. In the event of a conflict between the terms of this DPA and the EU Standard Contractual Clauses, the terms of the EU Standard Contractual Clauses shall control.

This DPA is between the Partner (“You”) and the Citrix contracting entity (“Citrix”) that enter into the Agreement and is incorporated by reference into the Agreement. Your location determines the Citrix entity as identified at <https://www.citrix.com/buy/licensing/citrix-providing-entities.html>.

2. Definitions

“Affiliate” means any subsidiary of a party that may assist in the Processing of the other party’s Personal Data under this DPA.

“Aggregate” means information that relates to a group or category of individuals, from which identities have been removed such that the information is not linked or reasonably linkable to any individual subject to Applicable Data Protection Law.

“Applicable Data Protection Laws” means (i) the EU General Data Protection Regulation 2016/679 (“GDPR”) and laws or regulations implementing or supplementing the GDPR; and (ii) any other international, federal, state, provincial and local privacy or data protection laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective that apply to the Processing of Personal Data under this Agreement.

“European Economic Zone” means the European Economic Area, Switzerland and the United Kingdom.

“EU Standard Contractual Clauses” means the contractual clauses annexed to the EU Commission Decision 2010/87 or any successor clauses approved by the EU Commission.

“Personal Data” means any information Processed in connection with the performance of the Agreement that can identify a unique individual, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of individuals or as such information may be otherwise defined under Applicable Data Protection Laws.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in order to perform the Services that compromises the security of the Personal Data.

“Sub-Processor” means any third party engaged to assist with the Processing of Personal Data for the performance of Services under the Agreement.

Terms used but not defined in this DPA (e.g., “Business Purpose, Consumer, Controller, Data Subject, Process/Processing, Processor”) shall have the same meaning as set forth in the Agreement or Applicable Data Protection Laws.

3. Roles as Data Controller and Data Processor

For purposes of this DPA, You and Citrix are either the Controller or the Processor of the Personal Data, as applicable to the performance of the Agreement. The party acting as the Controller is responsible for complying with its obligations as a Controller under Applicable Data Protection Laws governing its provision of Personal Data to the other party under the Agreement, including without limitation obtaining any consents, providing any notices, or otherwise establishing the required legal basis. Unless specified in the Agreement, neither party will provide the other with access to any Personal Data that imposes specific data protection requirements greater than those agreed to in the Agreement and this DPA, and the party acting as the Controller will limit the other's access to Personal Data as necessary under the Agreement.

The party acting as the Processor is responsible for complying with its obligations under Applicable Data Protection Laws that apply to its Processing of Personal Data under the Agreement and this DPA. In cases where the party acting as a Controller is in fact a Data Processor, then the other party shall be deemed a sub-Processor.

4. Purpose of Processing

Processor and any persons acting under its authority under this DPA, including sub-Processors and Affiliates as described in Section 6, will Process Personal Data only in accordance with Controller's written instructions as specified in the Agreement, this DPA and in accordance with Applicable Data Protection laws. Neither party will disclose Personal Data in response to a subpoena, judicial or administrative order, or other binding instrument (a "Demand") unless required by law. Each party will promptly notify the other of any Demand unless prohibited by law and provide the other party reasonable assistance to facilitate a timely response to the Demand.

Citrix may Aggregate Personal Data as part of the Services in order to provide, secure and enhance Citrix products and Services. Additional details related to Citrix's Processing activities may be specified in the Agreement and certain addition Services descriptions are available at <https://www.citrix.com/buy/licensing/saas-service-descriptions.html>. Citrix may also provide Personal Data to Affiliates in connection with any anticipated or actual merger, acquisition, sale, bankruptcy or other reorganization of some or all of its business, subject to the obligation to protect Personal Data consistent with the terms of this DPA.

5. Data Subjects and Categories of Personal Data

Controller determines the Personal Data to which it provides Process access to under the Agreement. This may involve the Processing of Personal Data of the following categories of Data Subjects:

- Employees and applicants
- Customers and end users
- Suppliers, agents and contractors

The Processing of Controller's Personal Data may also include the following categories of Personal Data:

- Direct identifiers such as first name, last name, date of birth, and home address
- Communications data such as home telephone number, cell telephone number, email address, postal mail and fax number
- Family and other personal circumstance information, such as age, date of birth, marital status, spouse or partner, number and names of children
- Employment information such as employer, work address, work email and phone, job title and function, salary, manager, employment ID, system usernames and passwords, performance information, CV data
- Other data such as financial, good or services purchased, device identifiers, online profiles and behavior, and IP address
- Other Personal Data to which Controller provides Processor access in connection with the Agreement

6. Sub-Processing

Subject to the terms of this DPA, Controller authorizes Processor to engage sub-Processors and Affiliates for the Processing of Personal Data. These sub-Processors and Affiliates are bound by written agreements that require them to provide at least the level of data protection required of Processor by the Agreement and this DPA. Controller may request Processor to perform an audit on a sub-Processor or to obtain an existing third-party audit report related to the sub-Processor's operations to verify compliance with these requirements. Controller may also request copies of the data protection terms Processor has in place with any sub-Processor or Affiliate involved in providing the Services. Processor remains responsible at all times for such sub-Processors' and Affiliates' compliance with the requirements of the Agreement, this DPA and Applicable Data Protection Laws.

Processor shall maintain a list of sub-Processors and Affiliates, as well as a mechanism to obtain notice of any updates to the list. Citrix's list is available at <https://www.citrix.com/buy/licensing/subprocessor-list.html>. At least fourteen (14) calendar days before authorizing any new sub-Processor to access Personal Data, Processor will update the list of sub-Processors and Affiliates. The following terms also apply:

- If, based on reasonable grounds related to the inability of such sub-Processor or Affiliate to protect Personal Data, Controller does not approve of a new sub-Processor or Affiliate, then it may terminate any subscription for the affected service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.
- If the affected service is part of a suite (or similar single purchase of services), then any such termination will apply to the entire suite.
- After such termination, Controller shall remain obligated to make all payments required under any purchase order or other contractual obligation related to the affected service and shall not be entitled to any refund or return of payment.

7. International Transfer of Personal Data

Processor may transfer Personal Data to the United States and/or to other third countries as necessary under the Agreement, and You appoint Processors to perform any such transfer in order to process Personal Data as necessary under the Agreement. Processor will follow the requirements of this DPA regardless of where such Personal Data is stored or Processed.

Where the Processing involves the international transfer of Personal Data under Applicable Data Protection Laws in the European Economic Zone to Processor, sub-Processors or Affiliates in a jurisdiction (i) that has not been deemed by the European Commission to provide an adequate level of data protection, and (ii) there is not another legitimate basis for the international transfer of such Personal Data, such transfers are subject to either the EU Standard Contractual Clauses or other valid transfer mechanisms available under Applicable Data Protection Laws. For international transfers subject to the EU Standard Contractual Clauses, the parties hereby enter into an unmodified set of Standard Contractual Clauses, the body of which is incorporated by reference into this DPA without modification; the Appendices are attached hereto as Exhibits 1(a)&(b). For such purposes, Controller will act as the "data exporter" on its behalf and/or on behalf of its Affiliates, Processor will act as the "data importer" on its behalf and/or on behalf of its Affiliates and any sub-Processors will act as "subcontractors" under Clause 11 of the EU Standard Contractual Clauses. Without prejudice to clauses 6 (Mediation and Jurisdiction) and 8 (Governing Law) of the Standard Contractual Clauses, the parties agree that:

- they shall submit to the jurisdiction of, the country where the Controller is established (if the Controller is established in a Member State of the European Economic Zone), or Ireland (if the Controller is not established in a Member State of the European Economic Zone) with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and
- this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of, the country where the Controller is established (if the Controller is established in

a Member State of the European Economic Zone), or Ireland (if the Controller is not established in a Member State of the European Economic Zone).

Where the Processing involves the international transfer of Personal Data under other Applicable Data Protection Laws to Processor, sub-Processors or Affiliates, such transfers are subject to the data protection terms specified in this DPA and Applicable Data Protection Laws.

8. Requests from Data Subjects

Processor will make available to Controller the Personal Data of its Data Subjects and the ability to fulfill requests by Data Subjects to exercise one or more of their rights under Applicable Data Protection Laws in a manner consistent with Processor's role as a Data Processor. Processor will provide reasonable assistance to assist with Controller's response.

If Processor receives a request directly from Controller's Data Subject to exercise one or more of their rights under Applicable Data Protection Laws, Processor will direct the Data Subject to Controller unless prohibited by law.

9. Security

Processor shall implement and maintain appropriate technical and organizational practices designed to protect Personal Data against any misuse or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such security practices shall be consistent with those set forth in the Citrix Services Security Exhibit, which is available at <https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html>.

10. Personal Data Breach

Processor shall notify Controller without undue delay after becoming aware of a Personal Data Breach involving Personal Data in Processor's possession, custody or control. Such notification shall at least: (i) describe the nature of the Personal Data Breach including, where possible, the categories and approximate number of Controller's Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) provide the name and contact details of the data protection officer or other contact where more information can be obtained; and (iii) describe the measures taken or proposed to be taken to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects. The parties will coordinate on the content of any public statements or required notices to individuals and/or supervisory authorities.

11. Instructions and Providing Information & Assistance

Controller may provide additional instructions to Processor related to the Processing of Personal Data that are necessary for the parties to comply with their respective obligations under Applicable Data Protection Laws as a Data Controller and Data Processor. Processor will comply with Controller's instructions at no additional charge, provided that in the event that the instructions impose costs on Processor beyond those included in the scope of Services under the Agreement, the parties agree to negotiate in good faith to determine the additional costs. Processor will promptly inform Controller if it believes that Controller's instructions are not consistent with Applicable Data Protection Laws, provided that Processor shall not be obligated to independently inspect or verify Controller's Processing of Personal Data.

Processor will provide Controller with information reasonably necessary to assist Controller in enabling Controller's compliance with its obligations under Applicable Data Protection Laws, including without limitation Processor's obligations under the E.U General Data Protection Regulation to implement appropriate data security measures, carry out a data protection impact assessment and consult the competent supervisory authority (taking into account the nature of Processing and the information available to Processor), and as further specified in this DPA.

12. Return and Deletion of Personal Data

Processor will return or provide an opportunity for Controller to retrieve all Personal Data after the end of the Agreement and delete existing copies. Controller shall have thirty (30) calendar days to download its Personal Data after termination of the Agreement and must contact Processor for download access and instructions. In the event Controller does not contact Processor for this purpose within 30 calendar days, Processor shall delete Controller's Personal Data promptly once that Personal Data is no longer accessible by Controller, except for (i) back-ups deleted in the ordinary course, and (ii) retention as required by applicable law. In the event of either (i) or (ii), Processor will continue to comply with the relevant provisions of this DPA until such data has been deleted.

13. Audit

In the event the information Controller requests of Processor under Section 11 above does not satisfy Controller's obligations under Applicable Data Protection Laws, Controller may carry out an audit of Processor's Processing of Your Personal Data up to one time per year or as otherwise required by Applicable Data Protection Laws. To request an audit, Controller must provide Processor with a proposed detailed audit plan three weeks in advance, and the parties will work with You in good faith to agree on a final written plan. Any such audit shall be conducted at Controller's own expense, during normal business hours, without disruption to Processor's business, and in accordance with processor's security rules and requirements. Prior to any audit, Processor undertakes to provide Controller reasonably requested information and associated evidence to satisfy Controller's audit obligations, and Controller undertakes to review this information prior to undertaking any independent audit. If any of the requested scope of the audit is covered by an audit report issued to Processor by a qualified third party auditor within the prior twelve months, then the parties agree that the scope of Controller's audit will be reduced accordingly.

Controller may use a third-party auditor with Processor's agreement, which will not be unreasonably withheld. Prior to any third-party audit, such auditor shall be required to execute an appropriate confidentiality agreement with Processor. If the third party is Controller's supervisory authority that applicable law enables it to audit Processor directly, Processor will cooperate with and provide reasonable assistance to the supervisory authority in accordance with applicable law.

Controller will provide Processor with a copy of any final report unless prohibited by Applicable Data Protection Laws, will treat the findings as Confidential Information in accordance with the terms of the Agreement (or confidentiality agreement entered into between the parties), and use it solely for the purpose of assessing Processor's compliance with the terms of the Agreement, this DPA and Applicable Data Protection Laws.

14. Data Protection Officer

You may contact the Citrix global Data Protection Officer c/o Citrix Systems, Inc., 15 Network Drive, Burlington MA 01803 USA. If You have appointed a Data Protection Officer, You may include their contact information in the Agreement.

15. Term

This DPA becomes effective upon the later of Your execution of the Agreement and the version date of this DPA.

Exhibit 1(a): Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly activities relevant to the transfer):

The party acting as the Controller under the Agreement and performing its activities specified in the Agreement.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

The party acting as the Processor under the Agreement and performing its activities specified in the Agreement.

Data Subjects

The personal data transferred concern the following categories of data subjects are (please specify):

Please refer to Section 5 of the DPA.

Categories of data

The personal data transferred concern the following categories of data are (please specify):

Please refer to Section 5 of the DPA.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data are (please specify):

None.

Processing operations

The personal data transferred will be subject to the following basic processing activities are (please specify):

Please refer to Section 4 of the DPA.

DATA EXPORTER

Name: The Controller who has executed the Agreement

DATA IMPORTER

Name: The Processor who has executed the Agreement

Exhibit 1(b): Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer shall implement and maintain appropriate technical and organizational measures designed to protect Personal Data against any misuse or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data that Data importer may transmit, store or otherwise Process. These technical and organisational security measures shall be consistent with those set forth in Citrix Services Security Exhibit available at <https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html>.

DATA EXPORTER

Name: The Controller who has executed the Agreement

DATA IMPORTER

Name: The Processor who has executed the Agreement