

Last revised: March 21st, 2018

CITRIX DATA PROCESSING AGREEMENT

European Union General Data Protection Regulation Terms

This Data Processing Agreement (“Agreement”) addresses the processing of personal information of European Union residents in connection with Citrix Cloud services, technical support services or consulting services under a Citrix license, subscription or services agreement. This Agreement is between the end-user customer (“You”) and the Citrix contracting entity (“Citrix”) and is incorporated by reference into such services agreements. Your location determines the Citrix entity as identified at <https://www.citrix.com/buy/licensing/citrix-providing-entities.html>. The EU Standard Contractual Clauses in Exhibit 1 are always between You and Citrix Systems Inc., irrespective of Your location.

Article 1. Definitions

“You” means the end-customer specified under this Agreement.

“Personal Data” means personal data, as that term is defined in Article 4 of the GDPR, in Your computing environment(s) to which Citrix is provided access in order to provide Services under this Agreement.

“Services Description” means the description of the Services Citrix is providing to You.

Terms used but not defined in these Agreement (e.g., “processing”, “controller”, “processor”, “data subject”) shall have the same meaning as set forth in Article 4 of the GDPR.

Article 2. Roles and Scope

1. These GDPR Terms apply to Citrix’s processing of Personal Data.

2. For purposes of these GDPR Terms, You and Citrix agree that You are the controller and Citrix is the processor of such Personal Data, except when You act as a processor of Personal Data, in which case Citrix is a sub-processor.

Article 3. Scope, type and purpose of the personal data processing

1. The scope and purpose of the collection, processing and/or use of Personal Data by Citrix is described at <http://www.citrix.com/products/all-products.html> and/or these GDPR Terms.

2. You determine the scope of Personal Data to which You provide Citrix access to perform the services.

Accordingly, the collection, processing and/or use of Personal Data may relate to the following categories of data

- o Personal information: first name, last name, date of birth,
- o Communications data: telephone, email, postal mail
- o Product Scope: any other personal data as defined for the relevant product or service on www.citrix.com/product.
- o Other: other personal data to which You provide Citrix access in connection with the provision of Products or Services.

You are responsible for providing Citrix access only to such Personal Data as needed for performance of the Services.

3. Depending upon the Product or Services provided, You and Citrix may further agree upon the location or zone for storage of Personal Data.

Article 4. Data Processing

1. Citrix shall:

- a) process the Personal Data only (i) on documented instructions from You, as further specified in the Agreement, or (ii) where required to do so by Union or Member State law to which Citrix is subject, in which case Citrix shall inform You in advance, unless prohibited by law;
- b) ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- c) take all measures required of Citrix as a data processor pursuant to Article 32 of the GDPR, as further specified in Article 8 below and in Exhibit 2, Citrix Services Security Exhibit;
- d) respect the conditions referred to in Article 5 for engaging another processor;
- e) provide You reasonable assistance in the fulfilment of Your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- f) assist You in ensuring Your compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Citrix;
- g) return or provide an opportunity for You to retrieve all Personal Data after the end of the provision of services and delete existing copies as follows: You shall have thirty (30) calendar days to download Your Personal Data after termination of the Agreement and must contact Citrix technical support for download access and instructions. Should You do not contact Citrix technical support for this purpose within 30 calendar after the end of the provision of services, Citrix shall delete Your Personal Data promptly once that Personal Data is no longer accessible by You, except for (i) secure back-ups deleted in the ordinary course, and (ii) retention as required by applicable law; in the event of either (i) or (ii), Citrix will continue to comply with the relevant provisions of these GDPR Terms until such data has been deleted;
- h) make available to You information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits by You or Your third-party auditor, in accordance with Article 11 below;
- i) inform You if, in Citrix's opinion, any instruction infringes the GDPR or other Union or Member State data protection provisions, provided that Citrix shall have no obligation to independently inspect or verify Your use or processing of Personal Data; and
- j) inform You of and provide You reasonable assistance in meeting Your obligations in regard to any Personal Data breach, in accordance with Article 9 below.

2. Where Citrix engages another processor for carrying out specific processing activities on Your behalf, the same data protection obligations as set out in these GDPR Terms shall be imposed on that other processor as applicable by way of a contract, or other legal act under Union or Member State law, providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the applicable requirements of the GDPR. Where that other processor fails to fulfill its data protection obligations, Citrix shall remain responsible for the performance of that other processor's obligations.

Article 5. Sub-processing

1. Subject to the terms of this Article 5, You consent to Citrix engaging Sub-processors for the processing of Personal Data.

2. Citrix will ensure that Sub-processors are bound by written agreements that require them to provide at least the level of data protection required of Citrix by these GDPR Terms.

3. Citrix remains responsible at all times for such processors' compliance with these GDPR Terms as applicable.

4. Sub-processors are set forth in the List of Sub-processors made available to You. At least ten (10) business days before authorizing any new Sub-processor to access personal data, Citrix will update the List of Sub-processors and

provide You with a mechanism to obtain notice of that update. Where Citrix is a processor (and not a sub-processor), the following terms apply:

- a) If You do not approve of a new Sub-processor, then You 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.
- b) If the affected service is part of a suite (or similar single purchase of services), then any termination will apply to the entire suite.
- c) After termination, You shall remain obligated to make all payments required under any purchase order or other contractual obligation with the ELA Reseller and/or Citrix and shall not be entitled to any refund or return of payment from the ELA Reseller and/or Citrix.

Article 6. Onward and International Data Transfer

1. Citrix may transfer Personal Data to the United States and/or to other third countries where Citrix or its processors operate. Citrix will follow the requirements of these GDPR Terms regardless of where such Personal Data is stored or processed.

2. Attached hereto as Exhibit 1 is the “Standard Contractual Clauses (“Processor”)” specified in European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of data to processors established in third countries under the European Data Protection Directive. Where You provide Personal Data governed by the General Data Protection Regulation and there is not another legitimate basis for the international transfer of such Personal Data, the “Standard Contractual Clauses (“Processor”)” specified in such Decision shall apply. In such case, Article 1 of Exhibit 2 (Citrix Services Security Exhibit) shall constitute Appendix II to the Standard Contractual Clauses (description of technical and organizational security measures). In the event that such Decision is deemed invalid, the parties agree to negotiate in a timely way and in good faith any replacement terms as may be required for the international transfer of such Personal Data. For further information concerning audits performed under the Standard Contractual Clauses, see Article 11, Audits, below.

3. In addition, Citrix may process and disclose Personal Data (a) to affiliated entities, for purposes consistent with the Agreement and these GDPR Terms; (b) 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 the Agreement; or (c) for legal purposes, including enforcement of its rights, detecting and preventing fraud, protecting against harm to the rights or property of Citrix, Citrix or Your users, or the public; and (c) as required by law, including in response to a subpoena, judicial or administrative order, or other binding instrument (each a “Demand”). Except where prohibited by law, Citrix will promptly notify You of any Demand and provide You reasonable assistance to facilitate Your timely response to the Demand.

Article 7. Assisting Your Response to Requests from Data Subjects

1. Citrix will make available to You the Personal Data of Your data subjects and the ability to fulfill requests by data subjects to exercise one or more of their rights under the GDPR in a manner consistent with the functionality of the Product and Citrix’s role as a processor. Citrix shall comply with reasonable requests to assist with Your response.

2. If Citrix receives a request from Your data subject to exercise one or more of its rights under the GDPR, Citrix will redirect the data subject to make its request directly to You.

Article 8. Specific Security Terms

Citrix shall maintain security measures and practices for the protection of Personal Data as set forth in Exhibit 2 of this Agreement (Citrix Services Security Exhibit). Citrix may update the practices specified in this Exhibit 2, provided that the measures provided during any term of Service shall in no event provide no less protection than those included as of the effective date of such term.

Article 9. Personal Data Breach

Citrix shall notify You without undue delay after becoming aware of a data breach relating to Personal Data. Such notification shall at least:

- a) describe the nature of the Personal Data breach including, where possible, the categories and approximate number of Your data subjects concerned and the categories and approximate number of Personal Data records concerned;
- b) provide the name and contact details of the data protection officer or other contact where more information can be obtained; and
- c) 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.

Article 10. Records of Processing Activities

Citrix shall maintain all records of processing activities required by Article 30(2) of the GDPR.

Article 11. Audit right

You may carry out audits of Citrix's processing of Your Personal Data as required by law. Any such audit shall be conducted at Your own expense, during normal business hours, without disruption to Citrix's business, and in accordance with Citrix's security rules and requirements. Prior to any audit, Citrix undertakes to provide You reasonably requested information and associated evidence to satisfy Your audit obligations, and You undertake to review this information prior to undertaking any independent audit.

You may use a third-party auditor with Citrix's agreement, which shall not be unreasonably withheld. Prior to any third-party audit, such auditor shall be required to execute an appropriate confidentiality agreement with Citrix.

Article 12. Modification, Supplementation, and Term

1. Citrix may modify or supplement these GDPR Terms, with notice to You, (i) if required to do so by a supervisory authority or other government or regulatory entity, (ii) if necessary to comply with applicable law, (iii) to implement standard contractual clauses laid down by the European Commission or (iv) to adhere to an approved code of conduct or certification mechanism approved or certified pursuant to Articles 40 and 42 of the GDPR.

2. Without prejudice to these GDPR Terms, Citrix may from time to time provide additional information and detail about how it will execute these GDPR Terms in its product-specific technical, privacy, or policy documentation.

3. These GDPR Terms become effective upon effectiveness of the GDPR.

For You

For Citrix

Name:

Name: Antonio Gomes

Function:

Function: Senior Vice-President and
General Counsel

Authorised Signature

Authorised Signature

Antonio Gomes

Antonio Gomes (Mar 22, 2018)

Exhibit 1: Standard Contractual Clauses (“Processor”)

EU Commission Standard Contractual clauses for the transfer of personal data to processors established in third countries

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

You

(the data **exporter**)

And

Name of the data importing organisation:

Citrix Systems, Inc. (including its Affiliates)

Address: 851 West Cypress Road, Ft. Lauderdale, FL 33309

Tel.:+1 954 267 3000; fax: + 1 805 690 6471; e-mail: modelclauses@citrix.com

(the data **importer**)

Each a ‘party’; together ‘the parties’,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ([1](#));
- (b) ‘the data exporter’ means the controller who transfers the personal data;
- (c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) ‘the sub-processor’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer [\(2\)](#)

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial

information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses ⁽³⁾. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely ...
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

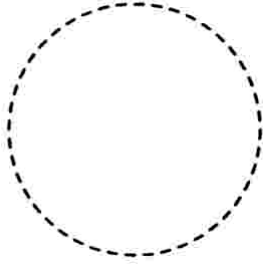
On behalf of the data exporter:

Name (written out in full): ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

	Signature ...
---	---------------

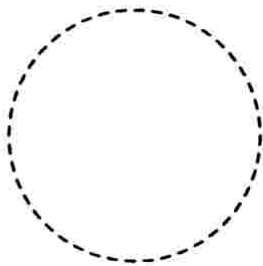
On behalf of the data importer:

Name (written out in full): Antonio Gomes

Position: Senior Vice-President and General Counsel

Address: 851 West Cypress Road - Ft. Lauderdale, FL 33309 (USA)

Other information necessary in order for the contract to be binding (if any):

	Signature ... <i>Antonio Gomes</i> <small>Antonio Gomes (Mar 22, 2018)</small>
---	--

⁽¹⁾ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

⁽²⁾ Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, inter alia, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

⁽³⁾ This requirement may be satisfied by the sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

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 Your activities relevant to the transfer):

Using Citrix IT products, services and solutions as described in Citrix Services Description.

Data importer

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

Providing IT products, services and solutions as described in Citrix Services Description.

Data subjects

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

As described in Article 3 of the Agreement.

Categories of data

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

As described in Article 3 of the Agreement.

Special categories of data (if appropriate)

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

As described in Article 3 of the Agreement.

Processing operations

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

As described in the Service Description.

DATA EXPORTER

Name:

Function:

Authorised Signature

DATA IMPORTER

Name: Antonio Gomes

Function: Senior Vice-President and
General Counsel

Authorised Signature

Antonio Gomes

Antonio Gomes (Mar 22, 2018)

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):

Technical and organisational security measures are described in Citrix Services Security Exhibit (Exhibit 2 to the Agreement)

DATA EXPORTER

Name:

Function:

Authorised Signature

DATA IMPORTER

Name: Antonio Gomes

Function: Senior Vice-President and
General Counsel

Authorised Signature

Antonio Gomes

Antonio Gomes (Mar 22, 2018)
