

Education Licensing Program Terms (Last Revised 1 May 2020)

Simple access and discounts with Education licensing provides academic and some not-for-profit customers greater flexibility in licensing, purchasing, installing and maintaining Citrix products and in purchasing Citrix services. The Education Licensing Program (the “Program”) is available only through authorized Citrix resellers (or Citrix as noted below). Citrix may share your account information with authorized Citrix resellers and distributors to enable them to support your transactional needs. Registration for the Program does not obligate you to make a purchase. When you are ready to purchase, your submission of a purchase order under your registration number and customer number to an authorized Citrix reseller or Citrix constitutes your acceptance of the then current Program terms. Should you authorize a finance company to submit an order on your behalf, you agree that such submission will likewise constitute your acceptance of the then current Program terms. The finance company’s use of your registration number and customer number, with product or service delivery to you, shall confirm your authorization. Ask your authorized Citrix reseller for a current list of the Citrix offerings which are available in your geography under the Program.

Academic Entities

This Program is only for Academic Entities. “Academic Entities” are:

- i) schools organized and operated exclusively for educational purposes, such as correspondence schools, junior colleges, colleges, universities, scientific or technical institutions, which are accredited by associations recognized by the Department of Education and/or the local education authority, and that teach students as their primary focus or the district, regional, or state administrative offices of the foregoing, if the offices are organized and operated exclusively for educational purposes; or
- ii) hospitals, healthcare organizations, medical testing laboratories, non-profit museums or public libraries which are wholly owned by an entity described in subsection i). By way of example, the hospital or library of a university meeting the requirements would be an Academic Entity. Any administrative office or board of directors that controls, administers, or is controlled by or administered by an Academic Entity, is likewise an Academic Entity.

Pricing

Program pricing is based on two models, one for perpetual license and other eligible on-premises offerings, and the other for subscription license and Citrix Cloud subscription offerings. Only one model applies to any offering.

Program pricing for perpetual license and other eligible on-premises offerings follows a suggested discount model. Your suggested discount lasts throughout your registration.

Program pricing for eligible subscription license and Citrix Cloud subscription offerings follows a suggested tiered price model where the suggested price decreases with the number of active entitlements.

Actual customer pricing and discounts under both models are established by your authorized Citrix reseller (or Citrix in the event of direct purchase). You must negotiate your pricing and discounts with your provider for each purchase. A minimum initial purchase is required to purchase under the Program. The annual value of an individual subscription license or Citrix Cloud services purchase and/or the value of a perpetual license or other eligible on-premises purchase may qualify for the minimum initial purchase requirement. Your suggested tiered pricing and suggested academic discount may differ between relevant offerings and may not apply to or accrue to some offerings.

This Program works for Academic Entities whether centralized or decentralized.

Maintenance, Warranty and Consulting

Citrix maintenance, technical support and warranty models vary by Citrix product. Your authorized Citrix reseller can clarify the maintenance, support and warranty offerings available in your geography for the products of interest to you. Note that maintenance, support and warranty renewals are available directly from Citrix in North America. Citrix also offers a variety of consulting services relating to Citrix products. These offerings are available directly from Citrix worldwide. On an exception basis, Citrix may likewise accept orders for products and services directly worldwide. Maintenance, support, warranty and consulting terms are contained in the relevant product license(s) or terms of service. Consulting is a type of support offering, and warranties and limitations of liability applicable to support offerings in the relevant product license(s), apply to consulting services. If you require consulting services in relation to a product you have not yet installed, your purchase of consulting services shall be based on the following terms instead: a) consulting services shall be provided in a professional and workmanlike manner; ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE SPECIFICALLY DISCLAIMED; b) all intellectual property rights in all reports, preexisting works and derivative works of such preexisting works, as well as installation scripts and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the services are and shall remain the sole and absolute property of Citrix, subject to a worldwide, nonexclusive license to you for internal use; and c) Citrix's liability shall be limited to the amount paid for the consulting services at issue.

Is Education Licensing right for my organization?

Your authorized Citrix reseller can clarify the minimum initial purchase requirements and minimum reorder requirements in your geography for the offerings of interest to you. All purchases under the Program are final with no right of return, cancellation or refund, other than under warranty or the infringement indemnification terms of the relevant product license(s) or terms of service. Hosted service, application service and infrastructure service providers are not eligible to purchase software or software maintenance under this Program in support of service offerings for third parties. Citrix has created the Citrix Service Provider Program for such services. For purposes of this restriction, “hosted service providers” are customers that focus on delivery of a combination of traditional IT functions such as infrastructure, applications, security, monitoring, storage, web development, website hosting and email to third party customers, over the Internet or other wide area networks; “application service providers” are customers that focus on delivery of application services in such a manner; and “infrastructure service providers” are customers that focus on delivery of infrastructure services in the same manner. This restriction does not apply to services for internal users (including their contractors, consultants and agents) or services for third parties which are offered only as part of business outside the scope of those excluded above.

Product Licenses and Terms of Service

Citrix products are offered for your implementation and use under a license or as online services under terms of service which you accept upon your submission of a purchase order hereunder, as well as upon product installation or Cloud service initialization, as applicable. Licenses are shipped with products in a click-wrap format while terms of service are made available as a web-link during your initial set-up of a service and/or as a link within the service site. Your authorized Citrix reseller can clarify the license and service models available for the Citrix products of interest to you. If you wish to view all current licenses and terms of service now, including applicable maintenance, support, warranty and consulting terms, please click here: <https://www.citrix.com/buy/licensing/agreements.html>. These are part of these Program terms, apply to your use of products and services, and should be reviewed in advance of purchase. You may not transfer or assign a license or service entitlement without the prior written consent of Citrix unless you transfer or assign the license or service entitlement to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all of your assets, in which case you still need to notify Citrix. Note that service renewals may only be available directly from Citrix.

Program and License Update

Citrix will occasionally update these Program terms and/or its product licenses. When we do, we

will also revise the "Last Revised" date at the top of the Program terms and/or the relevant product licenses. Any changes apply only to your purchases on or after the date of change. You are not obligated to make additional purchases if you do not agree with updated terms. If you are registered for the same Program in multiple instances, or if you are registered for more than one Citrix licensing program, Citrix may automatically terminate all registrations except for the registration offering you the highest earned discount. Citrix maintains the right to reject a purchase order for non-compliance with these terms. Citrix also maintains the right to terminate the Program for any or no reason upon thirty (30) days prior e-mail notification to you. If you are registered for the same Program in multiple instances, or if you are registered for more than one Citrix licensing program, Citrix may automatically terminate all registrations, except for the registration then offering you the highest earned discount. If you purchase a multi-year subscription or subscription renewal for any service(s), your purchase is for the full value of all years of the subscription, even if required payments are annual. In the event you fail to pay any annual payment when due, and such default shall continue for a period of thirty (30) days, then any and all remaining amounts shall become immediately due and payable. Citrix reserves its right to suspend or terminate service delivery for non-payment as set forth in the applicable terms of service. Your payment obligations shall survive your participation in, termination of, or expiration of the Program. You agree that all of your payment obligations shall be absolute and non-assignable. With respect to any order submitted directly to Citrix and accepted, payment shall be due to Citrix net thirty (30) days after the date of invoice. Should any order identify a "Bill To" other than you, you agree that you remain liable for payment until payment is made. Citrix shall ship tangible products Ex Works Citrix' shipping location (Incoterms 2010) and title shall pass upon delivery by Citrix to the shipping location. Intangible software and online services shall be delivered electronically. Nothing contained in any purchase order or any other document submitted by you or your finance company to an authorized reseller or Citrix shall in any way modify the Program terms. The Program terms, including applicable product licenses and terms of service, shall constitute your exclusive agreement with Citrix. Authorized Citrix resellers are independent contractors and are not authorized to bind Citrix in any way.