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 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. 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 required at the time of PRODUCT purchase and must be purchased separately. MAINTENANCE is available for an initial one (1) year term and may automatically renew or be extended by your purchase of available annual renewals (the "MAINTENANCE Term"). The MAINTENANCE offering you purchase determines how renewals work. In the event your offering includes automatic renewals, should you wish to
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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 trade-up, or a new product release with new product licenses under MAINTENANCE, you agree to destroy the original License Keys and retain no copies after installation of the new License Keys and PRODUCT. Solely for the purpose of migrating users, you are permitted a ninety (90) day grace period to run both your new and old License Keys in production. This period begins with your purchase of the upgrade or trade-up, or with your download of the
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9. TERMINATION AND SURVIVAL. 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 granted 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. 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. 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.
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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, corporate reorganization, 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.

14. 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.

15. 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.

16. TRADEMARKS. This AGREEMENT does not grant you the right to use any CITRIX trade or service mark. For information about proper permitted usage of CITRIX trademarks please see: http://www.citrix.com/about/legal/brand-guidelines.html.

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