

## **Enterprise License Program Terms (Last Revised 23 July 2018)**

### **Flexibility with Enterprise Licensing**

The Enterprise Licensing Program (the “Program”) provides enterprise customers greater flexibility in licensing, purchasing, installing and maintaining Citrix enterprise products and in purchasing Citrix enterprise services. The Program is available 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.

### **Pricing**

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

Pricing for eligible on-premises offerings follows a transaction-based model with enterprise levels of suggested discounts, allowing customers to combine points across eligible offerings in order to establish their corporate discount level. For three (3) years after making a qualifying minimum purchase, the same suggested discount level applies to additional orders for eligible on-premises offerings by your organization, including by your registered Affiliate(s). “Affiliate” means any entity that controls, is under common control with, or is controlled by you, where “control” means the ownership, direct or indirect, of a majority of an entity’s stock or other interest entitled allowing the owner to direct the affairs of such entity. Should you or any registered Affiliate place an additional order within twelve (12) months prior to expiration of your current suggested discount level for eligible on-premises offerings, and the order is for at least one-half the points initially required to qualify for your current suggested discount level, the suggested discount will be extended for such offerings for an additional twenty-four (24) months from scheduled expiration. If the order you place within the twelve (12) months is sufficient to increase your suggested discount level by one level (a PlusOne order), your discount period will be extended for twenty-four (24) months from scheduled expiration. Should you place an order qualifying as a PlusOne Upgrade order at any other time, your suggested discount level will increase one level, but your discount period will not be extended. Ask your authorized Citrix

reseller or Citrix representative for the order size or point value required to qualify for a PlusOne Upgrade order in your geography based on your current Program discount level. Should you or any registered Affiliate place an additional order for eligible on-premises offerings at any time during your registration, and the order qualifies for a higher suggested corporate discount level, the suggested discount will be extended for an additional three (3) years at the higher suggested discount level from the date of the qualifying order. Should a qualifying discount renewal order not be received, your registration continues, but your suggested discount will fall to the level corresponding to any lesser purchase, if any, made within such window. If no qualifying additional purchase is made, your suggested discount will fall to Level 1 (suggested discount of zero) until a new qualifying minimum purchase is made. Such a new qualifying minimum purchase must then be made by the same standards as applicable to those just registering for the Program for the first time.

Program pricing for eligible Citrix Cloud services follows a tiered-price model where the suggested price decreases with the number of active entitlements for a service. Active entitlements include those purchased by your organization and your registered Affiliate(s). The annual value of an individual Citrix Cloud services purchase also adds points toward your suggested corporate discount for eligible on-premises offerings.

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 Citrix Cloud services purchase and/or the value of an on-premises purchase can qualify for the minimum initial purchase requirement or for any of the minimum corporate discount extension purchase requirements. Your suggested corporate discount and suggested tiered pricing may differ between relevant offerings and may not apply to or accrue to some offerings. If you are unable to commit to the minimum initial purchase, Citrix recommends you register for the Citrix Easy License Program instead.

The Program works well for all types of companies, centralized or decentralized. There is no customer reporting required under the Program. Certain levels of corporate discount may include the right to have an appointed executive sponsor and to receive discounts on select Citrix services.

## **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. Discounts offered on maintenance and warranty renewal, and consulting services, may differ from those suggested for Citrix products.

### **Is Enterprise 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 Cloud 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: [Licenses and Terms of Service](#). 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.

## **Program and License Update**

Citrix will occasionally update these Enterprise License Program terms, its product licenses and/or terms of service. When we do, we will also revise the "Last Revised" date at the top of the Program terms, the relevant product licenses and/or terms of service. Any changes apply only to your new product or service purchases or service renewals on or after the date of change. You are not obligated to make additional purchases if you do not agree with updated terms. 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 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 30 days after the date of invoice. Should any such order identify a "Bill To" other than you, you understand 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 add to or otherwise 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.