

Government Entity License Program Terms (Last Revised 23 July 2018)

Simple access and discounts with Government Entity Licensing

The Government Entity Licensing Program (the “Program”) provides government customers greater flexibility in licensing, purchasing, installing and maintaining Citrix products and in purchasing Citrix 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.

The Program is solely for eligible Government Entities and Academic Entities (as defined below).

A “Government Entity” is any organization that does not operate for profit and that falls into one of the following categories:

1. **Supranational** All organization/institutions that have a discernible regulatory or legislative role across many national governments.
2. **National/Federal** All governmental organizations/institutions that are managed at the federal/national level, and have a remit for governing across a nation state or country. This will include parliamentary bodies and judicial bodies with powers of setting or deciding on the rule of law.
3. **Regional/State/Provincial** An intermediate tier of Government that does not cover an entire country but has multiple areas of local government within their governing jurisdiction. This includes (1) all governmental organizations/institutions that are managed at the state/regional level and which are called variously: regions, departments, states, landers, counties, or provinces; and (2) all departments, parliamentary bodies, regulatory authorities and judicial bodies with powers of setting or deciding on the rule of law in that region, department, state, lander, county or province.
4. **Local/Municipal** The lowest level of Government and associated administration. This includes all governmental organizations/institutions that are managed at the city, town, district, regency municipality, village, township, commune and ward level, (e.g.

recreation, refuse collection, fire service, control of local services, and implementation of some national services).

5. Healthcare Any governmental organizations/institutions that provide health care services and coverage, set or decide on health care policy across a nation state or country, provide funding for health care services and coverage, or have a regulatory role in health care services and coverage.

6. Other Government Organizations Any organization that is singularly accountable to, and ultimately controlled by, an internationally recognized Nation State Government.

Any organization created by legislation to perform a public purpose as described in the relevant enabling legislation or the articles of association/objectives of that organization (e.g., statutory boards, municipal corporations, government research organizations).

If an organization fits into one of the categories above and operates for profit, the following additional criteria will be applied to determine whether an organization qualifies as an eligible entity:

- (i) Do the revenues/profits go solely to the government?
- (ii) Is the organization in question exempt from corporation tax?
- (iii) Is the organization financed more than 50% by the government (i.e., does it derive less than 50% of its funding from commercial activities)?

If the answer to all of these questions is “yes”, then the organization qualifies as an eligible entity. If the answer to any of the questions above is “no”, then the organization does not qualify as an eligible entity. Generally, government owned corporations, state-owned enterprises and government owned organizations (whether incorporated or not) undertaking commercial activities (e.g., telecommunications, banking, transportation etc.) do not qualify as an eligible entity.

If the Government of a country publishes a list of public sector organizations; those organizations must meet the criteria set forth in this definition to qualify as an eligible entity.

Academic Entity means any Government Entity that falls into one of the following categories:

- 1. Schools under exclusive governance of a Governmental Entity and organized and operated exclusively for educational purposes, such as a correspondence school, junior college, college, university, scientific or technical institution, which is accredited by

associations recognized by the local Education Authority, and that teaches students as its primary focus.

2. The district, regional, or state administrative office of the foregoing, if the office is organized and operated exclusively for educational purposes.

3. All libraries under the exclusive governance of a Governmental Entity.

By way of example, the law school, business school, or library of a public university meeting the requirements would be an Academic Entity for purposes of this Agreement.

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.

Program pricing for eligible on-premises offerings follows a transaction-based model with three levels of suggested discounts (Levels 1, 2 and 3) for Government Entities and one level of suggested discount (Level 4) for Academic Entities. This allows customers to combine points across eligible offerings in order to establish their discount level.

For three (3) years after making a qualifying minimum purchase, the same suggested discount level applies to additional orders by your organization.

If you are a Government Entity and place an additional order at any time during your registration, and the order qualifies for a higher suggested 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. The qualification for higher suggested discount level does not apply to Academic Entities where there is only one discount level (Level 4).

If you place an additional order within twelve (12) months prior to expiration of your current suggested discount level, 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 an additional twenty-four (24) months from scheduled expiration. Should a qualifying discount renewal order not be received, your registration continues, but your suggested discount will fall to Level 0-G (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.

The Program is easy for you to administer. There is no customer reporting required under the

Program. Certain levels of the on-premises offerings discount may include the right to have an appointed executive sponsor and to receive discounts on select Citrix services.

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. The annual value of an individual Citrix Cloud services purchase also adds points toward your suggested 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 the minimum discount extension purchase requirement. Your suggested discount and suggested tiered pricing may differ between relevant offerings and may not apply to or accrue to some offerings.

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 eligible Citrix products.

Is Government Entity 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 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 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 Citrix 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.