

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement") is between [Citrix contracting entity] with its principal place of business located at [Citrix contracting entity main office address], its affiliates, subsidiaries and assigned ("Citrix") and [Supplier contracting entity] with its principal place of business located at [Supplier entity main office address] ("Supplier"). Citrix and Supplier may hereinafter be individually referred to as a "Party" and collectively as the "Parties".

This Agreement will be effective as of [Effective Date] (the "Effective Date"). Citrix engages Supplier and Supplier accepts such engagement on the terms and conditions set forth herein, commencing on the Effective Date and continuing for the applicable term, unless earlier terminated pursuant to the terms of this Agreement.

This Agreement consists of:

- The following terms and conditions;
- Any policies or procedures referenced in this Agreement;
- Any applicable Addenda;
- Any applicable Local Services Agreement(s) ("LSA(s)");
- Any applicable Scope(s) Of Work ("SOW(s)");
- Any applicable Non-Disclosure Agreement ("NDA"); and
- Any other schedules, exhibits, attachments and releases.

SECTION 1 DEFINITIONS

- (a) "*Affiliate(s)*" means any entity that directly or indirectly controls, is controlled by or is under common control with that Party;
- (b) "*Claim(s)*" means all third-party claims, actions, demands, proceedings, damages, costs, and liabilities of any kind;
- (c) "*Deliverables*" means all IP, works of authorship, or other work product developed by Supplier (or a Subcontractor of Supplier) for Citrix under a SOW or as part of the Services;
- (d) "*Excluded License*" means any software license requiring, as a condition of use, modification and/or distribution that the software or other software combined and/or distributed with it be (a) disclosed or distributed in source code form; (b) licensed to make derivative works; or (c) redistributable at no charge;
- (e) "*Intellectual Property*" or "*IP*" means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including:
- (1) Copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, "moral rights," mask works, publicity rights, and privacy rights; and,
 - (2) Any application or right to apply for any of the rights referred to in Section 1(e)(1), and all renewals, extensions, and restorations.
- (f) "*Citrix Materials*" means any tangible or intangible materials (including hardware, software, source code, documentation, methodologies, know how, processes, techniques, ideas, concepts, technologies, and data) provided by or on behalf of Citrix to Supplier to perform the Services. Citrix Materials include any modifications to, or derivative works of, the foregoing materials, the Trademarks and any data entered into any Supplier database as part of the Services.
- (g) "*Policies*" means policies, procedures, requirements, and guidelines described in this Agreement or provided to Supplier by Citrix.
- (h) "*Services*" means the services specified in a SOW or otherwise performed by Supplier under this Agreement.
- (i) "*SOW(s)*" means any of the following scopes of work which describe Services and/or Deliverables ordered under this Agreement:
- (1) Citrix purchase order;
 - (2) Release;

- (3) Letter of Engagement;
 - (4) Schedule;
 - (5) Electronic statement of work transmitted by Citrix; or
 - (6) Written proposal or agreement signed by authorized representatives of both Parties expressly referencing this Agreement.
- (j) “*Subcontractor(s)*” means either a third party to whom Supplier delegates one or more of its obligations under this Agreement or a Supplier Affiliate not contracting directly with Citrix.
- (k) “*Supplier IP*” means:
- (1) Supplier’s pre-existing or independently developed proprietary tools, processes, or IP; and,
 - (2) Any modifications to or derivative works of the foregoing that Supplier creates as a part of the Services, to the extent such modifications or derivative works have no functionality separate from Supplier IP.
- (l) “*Trademarks*” means trademarks, service marks, and logos identified and provided by Citrix under a SOW.
- (m) “*Amendment*” means a written amendment signed by authorized representatives of both Parties expressly referencing this Agreement

SECTION 2 PROVISION OF SERVICES: SCOPE AND REQUIREMENTS

- (a) **Relationship.** Supplier shall perform all Services and provide all Deliverables as an independent contractor. Supplier has no authority to create or assume any obligation on behalf of Citrix, or to hold itself out as having such authority. Supplier will provide Citrix with satisfactory proof of independent contractor status upon request.
- (1) Unless otherwise specifically provided, the Parties hereto agree that nothing contained in this Agreement will be construed as creating an exclusive relationship between the Parties, and nothing in this Agreement will prevent either Supplier or Citrix from entering into agreements with third parties for the provision of the same or similar Services or Deliverables.
 - (2) All persons employed by Supplier or its subcontractors shall be agents or employees of Supplier, and neither Supplier nor any such agents or employees shall be:
 - (i) deemed to be employees of Citrix for any purpose whatsoever, within the meaning of any applicable law including without limitation the workers compensation laws of any applicable jurisdiction, or
 - (ii) entitled to any benefits provided by Citrix to its employees, and Citrix will make no deductions from any of the payments due to Supplier hereunder for any tax purposes.
- (b) **Scope of services to be described in SOW.** The Parties will describe the Services and Deliverables in one or more SOWs which shall be attached to this Agreement as an Exhibit and incorporated herein by reference. This Agreement applies to each SOW.
- (1) Any Citrix Affiliate may enter into a SOW with Supplier or Supplier Affiliate existing at the time of the Effective Date for Services under this Agreement, and any necessary local legal requirements will be documented separately in writing, as agreed to by the Parties.
 - (2) Supplier agrees to perform Services in a competent and timely manner.
 - (3) Notwithstanding any provision of the Agreement to the contrary, Citrix is not obligated to issue any SOW for Services and Deliverables under the Agreement. Supplier will, at its own expense:
 - (i) Obtain and maintain approvals, permits, licenses, filings, or registrations necessary to perform the Services; and,
 - (ii) Comply with all applicable laws (including export laws and regulations).

- (b) **Change order.** Any addition to or modification of the Services or Deliverables to be provided by Supplier must be set forth in a written Amendment (the “Change Order”) to the SOW, including but not limited to, additional subcontractor service agreements, special projects, and additional labor

or materials. Any such Change Order must be mutually agreed, executed prior to the change occurring, and when executed, shall become a part of this Agreement and subject to its terms and conditions.

- (c) **Workplace safety and health.** Supplier will comply with applicable laws related to workplace safety and health within the jurisdiction where the Services are being performed. Supplier will include in subcontracts a provision that the subcontractor will comply with all such laws. If Supplier encounters unsafe conditions or workplace hazards in a Citrix owned or leased facility or a Citrix provided and controlled workplace, Supplier will notify Citrix promptly in writing the existence and location of such condition or hazard. If Citrix is unable to respond and correct the hazard on a timely basis, without relieving Citrix of any obligation to remedy such hazard, Supplier will require its employees to take appropriate additional safety and personal protection measures to reduce the potential risk of injury to employees working in the area of the condition or hazard until Citrix is able to correct the hazard. Supplier will also promptly notify Citrix Global Security Team at secure@citrix.com, if Supplier encounters the conditions or hazards described.
- (d) **Acceptance of Services and Deliverables.** Unless otherwise agreed, Citrix will evaluate Service or Deliverable and accept or reject it within fifteen (15) business days after receipt; otherwise the Service or Deliverable will be deemed accepted. Supplier agrees to fix any nonconformity to agreed specification and will have ten (10) business days to correct any nonconformity of any Deliverable after receiving notice from Citrix. If Supplier does not fix the Deliverable, if Citrix reasonably believes that the Services and Deliverables fail to conform to the specifications following Supplier's re-performance, Citrix may, in its sole discretion reject the Deliverable without further obligation or work with Supplier to resolve the issue and terminate this Agreement as set forth herein, or provide Supplier with an additional opportunity to correct such nonconformity.

(e) **Supplier to comply with Citrix policies and procedures.**

(1) **RBA and Citrix Code of Conduct.**

- (i) Citrix participates in the Responsible Business Alliance ("RBA") and, where applicable with respect to the provision of Services and Deliverables to Citrix, Supplier agrees to act in a manner consistent with the standards set forth in the RBA Code of Conduct available at: <http://www.responsiblebusiness.org/standards/code-of-conduct/>; and
- (ii) Commitment to integrity and ethical values is of the highest corporate priority. Supplier confirms that it has reviewed and understands the Citrix Code of Business Conduct ("Code") available at: http://www.citrix.com/content/dam/citrix/en_us/documents/about/code-of-business-conduct.pdf and agrees to act in a manner consistent with the standards set forth in the Code.

(2) **Citrix Marks & Publicity.**

- (i) Supplier will not issue any public announcement, press releases, marketing materials, case studies, research, or other form of publicity or other publicity related to Supplier's relationship with Citrix or this Agreement, without Citrix prior written consent.
- (ii) Supplier may not use the Citrix name or any logo, trademark, service mark, business name, Citrix / trade name, domain name or social media account name or handle owned or licensed by Citrix or any other Citrix brand features, whether registered or not (collectively, "Citrix Marks"), in any manner without Citrix's prior written consent.
- (iii) Unless expressly authorized under the terms of this Agreement, Supplier agrees that it shall not use, register or apply for registration of any mark which is comprised of or incorporates in whole or in part any mark or name belonging to Citrix, or is otherwise confusingly similar to a mark or name belonging to Citrix. In the event of any breach of this provision, Supplier agrees that it will do all things necessary to effect the transfer of any such mark to Citrix, including but not limited to executing assignment documentation. Except as expressly granted herein, no license regarding the use of Citrix Marks is granted or will be implied.
- (iv) Supplier acknowledges and agrees that Citrix is the owner of the Citrix Marks and that all use of the Citrix Marks (including any goodwill associated therewith) shall inure solely to the benefit of Citrix. Supplier, its employees, contractors, subcontractors and affiliates have no right, title or interest in or right to any remuneration derived from the sale, use or other application of the Deliverables other than the payment of the fees that have been agreed and settled between Supplier and Citrix and/or by another Citrix Affiliate as stipulated in the Agreement.
- (v) If granted permission to use Citrix Marks in relation to the provision of Services or Deliverables under this Agreement, according to the terms of this Section, Supplier will comply with the requirements of Exhibit 5 (Brand Compliance Annex).

- (3) Supplier Data Protection Requirements. Supplier shall comply with the requirements of Exhibit 4 (Data Protection Addendum), and shall, at a minimum, comply with the Citrix technical and organizational security measures specified at https://www.citrix.com/content/dam/citrix/en_us/documents/about/technical-and-organizational-data-security-measures.pdf
- (4) Security Policies. Supplier will comply with all Physical and Information Security Policies set out in the SOW or otherwise provided to Supplier by Citrix.
- (5) Background Checks. Supplier shall, at its expense, perform and cause its subcontractors to perform county, state and federal (or international equivalent) background checks for seven (7) years prior on all personnel and subcontractors assigned to perform Services and Deliverables. Where legally permissible, Supplier will provide details of background check results to Citrix upon request.
- (6) Training Sessions. Supplier personnel and subcontractors performing on-site Services will attend one or more Citrix training sessions with respect to Citrix on-site rules of behavior, work schedule, security procedures and other such Citrix policies and procedures as Citrix may deem applicable.
- (7) Citrix Accessibility Standards. Any devices, products, website, web-based application, or online content, developed for or provided to Citrix must comply with accessibility requirements by law or as provided by Citrix. If Supplier develops, provides, or maintains any website, web-based application, or online content, Supplier agrees that such websites, applications, or content will comply with Web Content Accessibility Guidelines 2.0 Level A and AA Success Criteria ("WCAG 2.0 AA"). WCAG 2.0, also codified as ISO/IEC 40500:2012, at <http://www.w3.org/TR/WCAG20/>; an overview of WCAG is available at <http://www.w3.org/WAI/intro/wcag>.
- (8) Supplier Corporate Social Responsibility. Supplier is in compliance with, and requires its subcontractors and any person under its control to comply with, all applicable state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights, modern slavery, conflict mineral sourcing, environmental protection, sustainable development, bribery and corruption. Supplier has adopted and implemented appropriate and effective policies to ensure compliance, including:
 - (i) the implementation of due diligence and data collection procedures reasonably designed to monitor compliance;
 - (ii) the establishment of internal review and accountability structures to oversee internal compliance;
 - (iii) the coordination of ongoing training and instruction for its employees, suppliers and subcontractors regarding compliance;
 - (iv) the implementation of regular subcontractor audits, either directly or through a third-party auditor, to monitor compliance efforts.
- (9) Other Policies and Procedures. Supplier will comply with all other policies, procedures, or applicable training requirements provided by Citrix during the Term.
- (10) Impact of Policies on Supplier. Citrix may change policies and procedures from time to time. All changes will be effective ten (10) days after Citrix makes such changes available to Supplier, unless otherwise agreed in writing. If Supplier determines that new policies or changes to existing policies will cause a material impact to the delivery schedule, Fees, or other costs for the Services, Supplier will promptly notify Citrix. Upon Citrix's receipt of Supplier's notice, the Parties will discuss how to mitigate the impact to enable Supplier to comply.

(f) Supplier personnel and subcontracting.

- (1) Point of Contact. Supplier is the point of contact for all Supplier employees, contractors and/or subcontractors who perform any Services under this Agreement. Citrix hereby surrenders all right or claim of right to control to Supplier Personnel in the performance of all Services and all Deliverables, except as to the results to be accomplished and as described herein. Supplier has sole responsibility for:
 - (i) Performance of Services;
 - (ii) Quality control and hire/termination decisions;
 - (iii) Setting compensation, including but not limited to withholding from amounts payable to supplier employees, contractor and subcontractors for benefits; and,

- (iv) Any other sums required to be withheld pursuant to federal, state or local law; and, payment of all such amounts to the appropriate entity.

(2) Selection, Training, and Removal.

- (i) Supplier will recruit, select, and train its personnel to execute Services and Deliverables to the standard required according to the applicable SOW;
- (ii) If required by Citrix, Supplier will ensure that Supplier personnel receive training on the security development lifecycle if Supplier develops or tests Citrix software or otherwise accesses Citrix source code.
- (iii) At Citrix's reasonable request, Supplier will promptly replace personnel (employee or contract) and/or subcontractors providing Services or Deliverables. Citrix will not be required to pay for Services performed or Deliverables provided in an unsatisfactory manner by such replaced personnel or subcontractors and/or for the time spent to orient the replacement personnel or subcontractors.

(3) Supplier Responsible for Wages, Taxes & Benefits. Supplier is responsible for all wages, fringe benefits, payroll taxes, insurance (including providing medical coverage), work schedules, and work conditions regarding its employees, contractors and subcontractors, or other resources performing Services under this Agreement. Supplier will pay its employees, contractors and subcontractors in a timely fashion in accordance with a mechanism which will not prejudice the objectives of Citrix under the Agreement and shall keep Citrix free of all liens and claims.

(4) Immigration Rules. Supplier is solely responsible for ensuring that Supplier, its employees, contractors and/or subcontractors comply with the immigration rules and laws in the jurisdiction in which the Services will be provided, prior to commencing Services under any applicable SOW.

(5) Limits on Subcontractors. Supplier will not subcontract any Services to any third party without prior written consent from Citrix. If Citrix approves the use of a Subcontractor, or if Supplier uses a Subcontractor without the prior written permission of Citrix, Supplier will:

- (i) Remain obligated under this Agreement for performing the Services;
- (ii) Require each Subcontractor to agree in writing to the terms of this Agreement for the work performed by the Subcontractor;
- (iii) Require each Subcontractor to agree in writing that Citrix is an intended third-party beneficiary of its agreement with Supplier;
- (iv) Pay all amounts due to Subcontractor. Citrix may pay the Subcontractor and offset those amounts against amounts owed to Supplier if Supplier fails to pay a Subcontractor any amounts due and owing. In this event Citrix will not accept any additional charges or markup from Supplier in relation to the Services provided by the Subcontractor; and
- (v) Require each Subcontractor to verify that its employees will comply with immigration rules and laws in the jurisdiction in which the Services will be provided.

(g) **Supplier to provide labor, equipment and technology.** Unless otherwise agreed in a SOW, Supplier will provide all the facilities and all supplies, materials, office space, utilities, labor, equipment, software, tools and other items required to perform the Services at its own expense. Supplier will ensure that its equipment, software, and systems are compatible with Citrix's equipment, software, and systems as necessary and are in good working order to perform the Services.

(h) **Non-solicitation of customers.** Supplier acknowledges that in the course of providing Services to Citrix, Supplier may contact and become aware of Citrix customers and the representatives of those customers, their names and addresses, specific customer needs and requirements, and leads and references to prospective customers.

(1) Supplier agrees that for six (6) months following termination of the Agreement, Supplier will not directly or indirectly solicit, attempt to solicit, or assist others in soliciting or attempting to solicit any customer, former customer or prospective customer of Citrix for the

purpose of providing any Deliverables which Citrix may begin to or has made plans to provide, offer or develop, at any time during the term of the Agreement.

- (2) This restriction shall apply only to any customer, former customer or prospective customer of Citrix with whom Supplier had Contact during that last two (2) years of the Agreement term.
- (3) For the purposes of this paragraph, "Contact" means interaction between Supplier and the customer, former customer or prospective customer which takes place to further their business relationship with Citrix, or occurs in the course of providing Deliverables for the customer, former customer or prospective customer on behalf of Citrix.

(i) **Non-solicitation of employees.** Supplier agrees that during the term of the Agreement and for six (6) months following expiration or termination for any reason;

- (1) Supplier will not solicit, recruit, induce away, or attempt to solicit, recruit, or induce away, directly, indirectly, or by assisting others, any employee of Citrix with whom Supplier had Contact during the term of the Agreement.
- (2) For the purposes of this paragraph, "Contact" means any interaction whatsoever between the employee and Supplier.
- (3) The restrictions of this paragraph shall not preclude Supplier from hiring any such employee who:
 - (i) initiates discussions regarding such employment without any direct or indirect solicitation by Supplier,
 - (ii) responds to any public advertisement placed by Supplier, or
 - (iii) has been terminated by Citrix prior to commencement of employment discussions between Supplier and such employee.

SECTION 3 OWNERSHIP AND USE OF THE PARTIES' RESPECTIVE IP

(a) **Ownership of pre-existing IP.** Each Party will own and retain all rights to its pre-existing IP and any IP developed outside of the Services performed under this Agreement.

(b) **Supplier's use of Citrix materials.**

(1) **License to use Citrix Materials.**

- (i) Citrix grants Supplier a nonexclusive, revocable license to copy, use and distribute any Citrix Materials provided to it only to the extent necessary to perform the Services. Citrix retains all other interest in Citrix Materials and related IP. Supplier has no right to sublicense the right to use Citrix Materials, except as necessary to any approved Subcontractor.
- (ii) If the Citrix Materials come with a separate license, the terms of that license will apply. Those other Citrix license terms control in the case of conflict with this Agreement.
- (iii) Supplier will take all reasonable precautions to protect and ensure against loss or damage, theft, or disappearance of the Citrix Materials.

(2) **Termination of license and return of Citrix Materials.** Citrix may revoke the license to Citrix Materials at any time for any reasonable business reason. The license will terminate automatically on the earlier of the expiration or termination of:

- (i) This Agreement; or
- (ii) The applicable SOW.

Supplier will promptly return any Citrix Materials on request or termination of Supplier's license.

(3) **Additional provisions.** Regarding Supplier's use of Citrix Materials:

- (i) Supplier will not modify, reverse engineer, decompile, or disassemble Citrix Materials except as allowed by Citrix to perform Services;
 - (ii) Supplier will leave in place, and not alter or obscure, all proprietary notices and licenses contained in Citrix Materials;
 - (iii) Citrix is not obligated to provide technical support, maintenance, or updates for Citrix Materials;
 - (iv) All Citrix Materials are provided “as-is” without warranty of any kind; and
 - (v) Supplier assumes the risk of loss, damage, unauthorized access or use, or theft or disappearance of Citrix Materials in Supplier’s (or Subcontractors’) care, custody, or control.
- (c) **Supplier’s use of non-Citrix IP.** Supplier will obtain Citrix’s express written consent before using any Supplier IP or third-party IP in a manner that would:
- (1) Cause it to be included in any Deliverables;
 - (2) Alter or affect Citrix’s ownership interests in any Deliverables; or
 - (3) Be required for the Deliverables to be used, modified, or distributed by Citrix.
- (d) **Supplier’s use of Supplier IP.** If Citrix permits Supplier to use any Supplier IP or Supplier IP is incorporated into any Deliverable without Citrix’s permission, then Supplier will continue to own the Supplier IP. Supplier grants Citrix a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, fully paid up right and license, under all current and future IP, to:
- (1) Make, use, reproduce, format, modify, and create derivative works of the applicable Supplier IP;
 - (2) Publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell and sell, rent, lease, or lend copies of the applicable Supplier IP and derivative works thereof;
 - (3) Combine the Supplier IP and/or derivative works thereof with any software, firmware, hardware, and/or services; and
 - (4) Sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.
- If Supplier intends to use any third-party IP in a manner described above, then Supplier will also obtain all necessary rights in the third-party IP to make the grant of rights provided in Sections 3(d)(1) to 3(d)(4) above.
- (e) **Background Technology.** Supplier shall specifically describe and identify in Exhibit 2 to this Agreement all technology:
- (1) Which Supplier intends to use in performing the Services under this Agreement,
 - (2) Which is owned solely by Supplier or licensed to Supplier with a right to sublicense, and
 - (3) Which is in existence in the form of a writing or working prototype prior to the effective date of this Agreement (“Background Technology”).
- (f) **Ownership of deliverables.**
- (1) **Ownership of IP Rights in Deliverables.** Supplier agrees that all Deliverables created under the Agreement will be deemed a “work made for hire” as that term is defined under U.S.A. copyright laws, of which Citrix is the sole author and owner. Supplier further agrees to assign and hereby does assign to Citrix any and all Intellectual Property rights, ideas, improvements and inventions conceived, created or first reduced to practice in the performance of the Services, or that are embodied in the Deliverables, and Citrix shall have ownership and usage rights to such Intellectual Property, ideas, improvements and inventions as outlined in this Section, subject to:
 - (i) Supplier’s retention of its rights in any Supplier IP as provided in this Section 3 (Ownership and use of Parties’ respective IP); and any third party’s retention of its rights in any IP licensed to Citrix under that Section 3(c) (Supplier’s use of non-Citrix IP).

- (ii) All Deliverables and other Intellectual Property developed under the Agreement are deemed Confidential Information.
 - (iii) Supplier further agrees that except for Supplier's rights in Background Technology, Citrix is and shall be vested with all rights, title and interests including patent, copyright, and trade secret and trademark rights in Supplier's work product under the Agreement.
 - (iv) Upon termination of the Agreement, Supplier shall deliver to Citrix all copies of any documentation, notes, computer files, drawings or other documentation.
 - (v) To the extent any Deliverables do not qualify as a work made for hire, Supplier assigns all right, title, and interest in and to the Deliverables, including all IP rights, to Citrix. Supplier waives, and agrees not to assert, any moral rights that may exist in the Deliverables.
 - (vi) These provisions of this Section shall survive termination or expiration of the Agreement.
- (2) Supplier's assistance. Supplier will promptly disclose to Citrix, in writing, any inventions, works of authorship, improvements, developments, or discoveries conceived, authored, made, or reduced to practice by Supplier or its Subcontractors, either solely or in collaboration with others, for performing the Services. At Citrix's request and expense, Supplier will sign documents and take any other action reasonably necessary to evidence, perfect, or protect Citrix's rights in the Deliverables. Supplier will cooperate with Citrix in the filing and prosecution of any copyright, trademark, or patent applications that Citrix may choose to file on the Deliverables or inventions and designs relating to the Deliverables. Supplier irrevocably appoints Citrix as Supplier's attorney-in-fact (which appointment is coupled with an interest) to sign those documents on Supplier's behalf. Supplier will not challenge, oppose, or interfere with any Citrix applications relating to the Deliverables or file any applications on its own behalf.
- (3) Assignment and grant of rights. Supplier shall have in place agreements with employees and Subcontractors to ensure the assignment and grant of rights set forth in this Section. To the extent Supplier may be deemed the author of any portion of the Services and / or Deliverables, Supplier:
- (i) Expressly waives all copyrights, including the right to be named as originator of any Services or Deliverables,
 - (ii) Hereby fully and irrevocably assigns, transfers, conveys and relinquishes to Citrix all rights, title and interest therein, including, without limitation, all intellectual property rights, and
 - (iii) Grants Citrix a power of attorney coupled with an interest, to apply for and obtain all such copyrights, patents and other applicable intellectual property rights in Citrix name with the duration for the life of the copyright in the Services and/or Deliverables, and all renewals and extensions thereof. Supplier has no right to attach its name, trademarks, logos or trade names to the Services or Deliverables.
 - (iv) The existence of any claim or cause of action by the Supplier against Citrix shall not constitute a defense to the enforcement by Citrix of the covenants and agreements of this Section.
 - (v) The provisions of this Section shall survive any termination of this Agreement.

SECTION 4 SUPPLIER COMPENSATION

(a) **Citrix's payment of fees.**

- (1) Citrix will pay Supplier fees set forth in each SOW ("Fees") as full compensation for the Services, Deliverables, and other performance under any SOW. A Supplier rate card, if one is attached to this Agreement, will provide ceiling rates for Citrix. Supplier will be responsible for all expenses it incurs unless otherwise agreed in a SOW. Supplier will not mark up any expenses Citrix agrees to pay unless otherwise agreed in a SOW. Supplier has no right of offset against amounts Citrix owes.
- (2) Citrix will reimburse Supplier for reasonable out-of-pocket expenses incurred in the performance of Services and Deliverables only if specifically authorized on the applicable SOW. Supplier agrees to maintain appropriate records and to submit copies of all receipts necessary to support such expenses at the intervals and in the manner prescribed by Citrix. Such expenses must comply with Citrix's

Supplier Travel Expense Policy attached hereto as Exhibit 3. Any travel, lodging or meal expenditures must be approved in writing by Citrix prior to expense being incurred.

- (3) Unless otherwise agreed in a SOW, after Citrix accepts the Services and Deliverables, and receives a proper and undisputed invoice via the approved invoicing platform, it will pay the Fees and approved expenses within the following term, calculated from date of invoice submission:

- (i) net 60 days with no discount

- (4) Citrix will make all payments to Supplier according to Citrix current payment policies.

(b) **Invoicing requirements.**

(1) **General Requirements.**

- (i) Supplier shall submit a proper and accurate invoice, compliant with relevant laws and regulations, to the Citrix Affiliate receiving the Services by the last working day of the month following the month in which Services were provided, unless otherwise specified in the applicable SOW. Supplier remains responsible for any and all charges incurred to submit a proper and accurate invoice.
 - (ii) Supplier shall remain responsible for their costs to produce an accurate and undisputed invoice.
 - (iii) The Parties agree that payments shall be made in the prevailing local currency where the Services were provided unless otherwise specified in the applicable SOW.
 - (iv) Supplier shall invoice Citrix for all Fees and approved expenses via the "Ariba Network" ("AN"), or other platform Citrix may so designate. Unless Citrix designates another platform, Supplier will register on AN at www.supplier.ariba.com, and provide their AN registration number to supplierenablement@citrix.com prior to commencing Services under any applicable SOW. Supplier accepts any and all fees associated with the designated invoicing platform.

(2) **Invoice.** Invoices shall include at a minimum:

- (i) The word INVOICE or CREDIT;
 - (ii) Unique invoice number and date of issue;
 - (iii) Payment terms as per the Agreement;
 - (iv) Service start and end dates for period invoiced;
 - (v) Citrix Affiliate name, address and contact details;
 - (vi) Supplier name, address and contact details;
 - (vii) Citrix reference number: e.g. PO, Contract Number;
 - (viii) Comprehensive breakdown by business unit, service line, cost center or project number;
 - (ix) Tax Registration number;
 - (x) Tax breakdown including taxable amounts, tax rate and tax amount, e.g. VAT, GST, Sales Tax;
 - (xi) Currency, as stated in the applicable PO or SOW;

(c) **Disputed amounts.** Citrix shall be entitled to delay or withhold payment of any invoice, or part thereof, which is in dispute ("Disputed Amount").

- (1) Citrix will make commercially reasonable efforts to notify Supplier in writing of any Disputed Amount following receipt of the applicable invoice. Failure to provide notice of a Disputed Amount shall not be considered a waiver of any claim or right.
- (2) Payment of an invoice shall not be considered a waiver of any claim or right to dispute the invoice at a later date.
- (3) Failure to pay a Disputed Amount will not be considered a breach of this Agreement.

(d) **Late invoices.** Citrix has no obligation to pay any invoice received one hundred twenty (120) days or more after the date Supplier was required to invoice Citrix under this Agreement or any applicable SOW. This does not apply to:

- (1) Disputed Amounts;

- (2) Rejected invoices subject to correction;
 - (3) Invoices, which are delayed due to the actions or inactions of Citrix; or
 - (4) Delays agreed upon in writing.
- (e) **Over-Payment.** In the event of over-payment by Citrix, or credits owing to Citrix from the Supplier, Citrix may at its sole discretion decide to apply outstanding credits to future payments, or request payment of the overpaid funds from the Supplier, which the Supplier will not reasonably withhold.
- (f) **Taxes.**
- (1) Except as otherwise provided below, the amounts to be paid by Citrix to Supplier do not include any taxes. Citrix is not liable for any taxes that Supplier is legally obligated to pay, including, but not limited to net income or gross receipts taxes, franchise taxes, and property taxes. Citrix will pay Supplier any sales, use or value added taxes it owes due to this Agreement and which the law requires Supplier to collect from Citrix. If Citrix provides Supplier a valid exemption certificate, Supplier will not collect the taxes covered by such certificate.
 - (2) If the law requires Citrix to deduct or withhold taxes from payments to Supplier, Citrix may deduct or withhold those taxes and pay them to the appropriate taxing authority. Citrix will deliver to Supplier an official receipt for such taxes. Citrix will use reasonable efforts to minimize any taxes deducted or withheld to the extent allowed by law.
 - (3) If Taxes are collected by Supplier and subsequently levied directly against Citrix, Supplier will promptly reimburse Citrix for all such Taxes and any resulting interest, judgments, penalties or other damages that may be levied against Citrix as a result thereof.
 - (4) Supplier is not permitted to increase prices to Citrix in order to compensate for taxes being withheld. Any such price increase will be considered a material breach of the Agreement.
 - (5) The provisions of this Section shall survive termination or expiration of the Agreement.

SECTION 5 TERM AND TERMINATION

- (a) **Term.** This Agreement commences on the Effective Date and will continue for the term of thirty-six (36) months (the "Term") unless it is:
- (1) Extended by an applicable SOW term beyond the Agreement term;
 - (2) Terminated earlier according to the terms of the Agreement; or
 - (3) Extended by a written and signed Amendment.
- (b) **Termination.** Without prejudice to any other remedies:
- (1) **For convenience.** Citrix may terminate this Agreement, or any SOW, at any time without cause by giving ten (10) calendar days' written notice. If Citrix terminates for convenience, its only obligation is to pay for:
 - (i) Services or Deliverables it accepts before the effective date of termination; or
 - (ii) Services performed, where Citrix retains the benefit after the effective date of termination.
 - (2) **Immediate termination.** Citrix may terminate this Agreement, or any SOW effective immediately upon written notice if Supplier breaches Sections 2(d) (Acceptance of Deliverables) through 2(g) (Supplier to provide equipment and technology), 3 (Ownership and use of the Parties' respective IP), 6 (Confidentiality, privacy and data protection), 7 (Representations and warranties), 10 (Insurance) or 12(i) (Assignment)
 - (3) **Notice to cure.** Citrix in its sole discretion may provide written notice upon Supplier's breach of this Agreement or an applicable SOW. Supplier will have ten (10) days to cure such breach or rework Deliverables to make them non-breaching. In the event that breach is not cured within this period, or Deliverables are not reworked to Citrix' reasonable satisfaction, Citrix may at its discretion:

- (i) Extend the period to cure such breach or further rework the Deliverables; or
- (ii) Terminate the Agreement or SOW with immediate effect.

(c) **Effect of termination.**

- (1) Within ten (10) days of the effective date of termination of this Agreement or applicable SOW, Supplier shall:
 - (i) Return to Citrix all Confidential Information and Citrix property unless otherwise instructed; and
 - (ii) Deliver to Citrix any affected Deliverables in progress as of the effective date of termination, and all data and materials related to them.
- (2) Supplier will assist Citrix with a post termination transition at Citrix's written request. Supplier's assistance will not exceed sixty (60) calendar days unless otherwise agreed. Citrix will pay Supplier for its assistance at a rate no greater than that set forth in any SOW for comparable services. Parties will mutually agree to a transition plan detailing the process and timelines to transition the Services either to Citrix or a nominated 3rd Party, at Citrix' discretion.
- (3) Upon termination, any applicable SOW shall also concurrently terminate and Supplier shall refund to Citrix any prepaid fees within thirty (30) days of the effective termination date.
- (4) Expiration, or termination for any reason shall not affect any right or obligation arising prior to the effective termination date.
- (5) Supplier shall not have any right to retain and agrees to promptly deliver to Citrix any information, documents, programs, writings, designs, records, data, memoranda, tapes and disks containing software, computer source code listings, routines, file layouts, record layouts, systems design information, models, manuals, documentation, notes or copies thereof, in original format or media form that is obtained or produced in connection with this Agreement.

SECTION 6 CONFIDENTIALITY, PRIVACY AND DATA PROTECTION

(a) **Confidentiality.**

- (1) Existing NDA. The information shared under this Agreement is confidential information subject to any nondisclosure agreement ("NDA") in effect between the Parties. Section 6(a)(2) below will apply to information related to Services under this Agreement that was shared prior to execution of the NDA, if there is no existing NDA, or if such existing NDA is terminated or otherwise ceases to be in effect.
- (2) Confidential Information. During the Term, and for (ten) 10 years after termination or expiration of the Agreement, provided that trade secrets (including Citrix source code) shall remain Confidential Information in perpetuity, Supplier will hold in strictest confidence, and will not use or disclose to any third party, any Citrix Confidential Information. The term "Citrix Confidential Information" means all nonpublic information that Citrix designates, either in writing or orally, as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. Citrix Confidential Information includes, but is not limited to information relating to:
 - (i) Released or unreleased Citrix software or hardware products, technical processes and formulas;
 - (ii) Citrix source code;
 - (iii) Marketing or promotion of any Citrix product;
 - (iv) Business operations, processes, policies, practices, procedures of Citrix;
 - (v) Customer or supplier data of Citrix;
 - (vi) Information received from others that Citrix must treat as confidential;
 - (vii) Information concerning employees, finances, projects, plans, activities;

- (viii) Research and development, system design;
- (ix) The existence and terms of this Agreement; and
- (x) Information provided by Citrix under this Agreement or obtained or created by Supplier while providing the Services, including:
 - Information in any reports provided to Citrix;
 - Any electronic or written correspondence between the Parties;
 - Citrix customer lists, customer information and Personal Information, regardless of the source; and
 - Transactional, sales, and marketing information related to the Services.

If Supplier has questions regarding what comprises Citrix Confidential Information, Supplier will consult Citrix.

- (4) Such Confidential Information shall be deemed confidential in every case where either a reasonable person would understand it to be confidential or Citrix has identified it as such, unless the information in question;
 - (i) Was already known to Supplier prior to its first disclosure hereunder with no obligation to keep it confidential;
 - (ii) Has become generally known to the public through no fault of Supplier; or
 - (iii) Is required by law to be disclosed (in which case Supplier shall provide Citrix with a reasonable opportunity to seek a protective order maintaining confidentiality).
- (5) Supplier shall maintain the secrecy of all of Confidential Information (including, without limitation, all confidential information that Citrix has received or will receive from third parties), using the same degree of care it applies to its own confidential information but in no event less than a reasonable standard of care, and shall make use of such Confidential Information only to the minimum extent necessary to effect the Agreement.
- (6) Supplier shall not exploit or reveal to any third party any of such Confidential Information without Citrix express prior written consent. This provision shall apply to all Confidential Information, whether exchanged prior to or following the Effective Date. All Confidential Information in any form shall at all times remain Citrix property and upon Citrix written request, Supplier agrees to deliver to Citrix, or if not practicable, destroy all Confidential Information at the termination or expiration of the Agreement or applicable SOW.
- (7) Security procedures. Supplier will employ security procedures to prevent disclosure of Citrix Confidential Information (including Personal Information) to unauthorized third parties. Supplier's security procedures must comply with current industry standards and at least include risk assessment and controls for:
 - (i) System access;
 - (ii) System and application development and maintenance;
 - (iii) Change management;
 - (iv) Asset classification and control;
 - (v) Incident response, physical and environmental security;
 - (vi) Disaster recovery/business continuity; and
 - (vii) Training regarding information security awareness and information processing requirements for employees of the Supplier, as well as any employees of third party to whom Supplier discloses Citrix Confidential Information.

(b) **Privacy and data protection.**

- (1) "Personal Information" means any information provided by Citrix or collected by Supplier under this Agreement:

- (i) That identifies or can identify, contact, or locate the person to whom such information pertains; or
 - (ii) From which identification or contact information of an individual person can be derived. Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, social security number, or other government-issued identifier, and credit card information. To the extent any other information (e.g., a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Information, then such information is also Personal Information.
- (2) If Supplier collects or accesses any Personal Information as part of performing the Services, Supplier agrees to comply with all applicable requirements contained in Exhibit 4 (Data Protection Addendum), Citrix's privacy policy (available at: <https://www.citrix.com/about/legal/privacy.html>) or as otherwise provided by Citrix.
- (c) **Supplier obligations for customer data.** Citrix owns any information or materials regarding Citrix customers and end users ("Customer Data") submitted, collected by or provided to Supplier in connection with the Services and Deliverables pursuant to this Agreement. Supplier represents and warrants that to the extent applicable in the provision of Services, if Supplier will access, collect, store, retain, transfer, use and otherwise process Customer Data;
- (1) Supplier will be in compliance with all applicable laws and regulations; and
 - (2) Supplier will keep Customer Data secure from unauthorized access by using, at a minimum, generally applicable industry standards, and by maintaining appropriate administrative, physical, organizational and technical safeguards. Supplier will immediately notify Citrix if Supplier becomes aware of any unauthorized access to Customer Data, and will cooperate with investigations, required notices, and any other information reasonably requested by Citrix.
- (d) **Restrictions on use of customer data.** Supplier may not access, collect, store, retain, transfer, use or otherwise process in any manner any Customer Data, except
- (1) In the interest and on behalf of Citrix and Customer, and
 - (2) As directed by authorized personnel of Citrix in writing. Without limiting the generality of the foregoing, Supplier may not make Customer Data accessible to any subcontractors or relocate Customer Data to new locations, except as set forth in written agreements with, or written instructions from Citrix. Supplier has no ownership rights in any Customer Data.
- (e) **Cooperation with compliance obligations.** At Citrix's reasonable request, Supplier must;
- (1) Execute and/or contractually agree with Citrix to comply with laws, model contracts, or industry standards designed to protect Customer Data (including, without limitation and if applicable to the data, the provisions of Exhibit 4 (Data Protection Addendum), the EU Standard Contractual Clauses, PCI Standards, HIPAA requirements for business associates, or other similar frameworks) (together, the "Standards"), or
 - (2) Allow Citrix to terminate the Agreement in part or in full, subject to:
 - (i) A proportionate refund of any prepaid fees,
 - (ii) Transition or migration assistance as reasonably required and at a rate no greater than that set forth in any SOW for comparable services, and
 - (iii) Without applying any early termination charges or other extra charges. Supplier agrees to submit to reasonable data security and privacy compliance audits by Citrix or an independent third party to verify compliance with the Standards, applicable law, and any other applicable contractual undertakings.

SECTION 7 REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants:

- (a) Supplier has full rights and authority to enter into and perform Services according to this Agreement;

- (b) Supplier's performance will not violate any agreement or obligation between Supplier and any third party;
- (c) The Deliverables and any Supplier IP or third-Party IP provided to Citrix under this Agreement:
 - (1) Are not governed, in whole or in part, by an Excluded License; and,
 - (2) Will not be subject to license terms that seek to require any Citrix product, service, or documentation incorporating or derived from the Deliverables or any Supplier IP or third-party IP licensed to Citrix hereunder, or any Citrix IP, to be licensed or shared with any third party;
- (d) The Services will be performed in a good workmanlike manner, by competent personnel, and be of high grade, nature, and quality, and in accordance with applicable professional standards;
 - (1) The Services will be provided in accordance with the specifications provided to Supplier by Citrix;
 - (2) Supplier's signing of this Agreement and the performance of Services and provision of Deliverables hereunder is not and will not be in violation of any other contract, agreement or understanding to which Supplier is a party or by which Supplier is bound.
 - (3) If any element of the Services or Deliverables do not conform to the foregoing warranty, Citrix shall notify Supplier in writing of such nonconformance,
 - (4) Supplier shall re-perform such element at no additional cost to Citrix, in a manner that does conform or Citrix, at its sole option, may terminate this Agreement by written notice hereunder and Supplier will provide a refund of all fees paid related to the nonconforming Services or Deliverables.
- (e) The Deliverables are of good and merchantable quality and free from defects in design, material and workmanship, are safe and comply with the specifications set forth in the Agreement.
 - (1) Supplier further warrants that they have appropriate procedures in place which are at a minimum in line with industry standards to perform quality assurance on Deliverables.
 - (2) Citrix retains the right to inspect Supplier's quality assurance procedures at any time upon request.
- (f) The Services, the Deliverables and any Supplier IP or third-Party IP provided to Citrix under this Agreement will not:
 - (1) To the best of Supplier's knowledge, infringe any patent, copyright, trademark, trade secret, or other proprietary right of any third Party; or
 - (2) Contain any viruses or other malicious code that will degrade or infect any Deliverables, product, service, or any other software or Citrix's network or systems;
- (g) Any Citrix software in Supplier's possession is properly licensed for use.

SECTION 8 INDEMNIFICATION AND OTHER REMEDIES

- (a) **Indemnification.** Supplier will defend, indemnify, and hold Citrix, its Affiliates, its Subsidiaries and their respective successors, directors, officers, employees, and agents (each a "Citrix Indemnified Party") harmless from and against any and all Claims, liability, damage, loss, cost or expense (including but not limited to reasonable attorneys' fees and expenses) to the extent that such Claims arise out of or relate to:
 - (1) Any breach of any representation or warranty contained in Section 7 (Representations and warranties) by Supplier or its Subcontractors;
 - (2) Any negligent acts or omissions, or willful misconduct of Supplier or its Subcontractors resulting in any bodily injury or death to any person or loss, disappearance, or damage to tangible or intangible property;
 - (3) Supplier's (or its Subcontractor's) infringement, misuse, or misappropriation of any third-party IP rights;
 - (4) Breach of any obligations under Section 6 (Confidentiality, privacy and data protection);

- (5) Any violation or alleged violation of any patent, copyright or other proprietary rights of another as a result of Supplier's performance of Services under this Agreement, including any SOW;
- (6) Any breach of this Agreement by Supplier;
- (7) Any claim, suit, action or proceeding related to the Services and / or Deliverables provided hereunder;
- (8) Notwithstanding any provisions set forth above or any Citrix rights set forth herein, Supplier shall modify the affected Services or Deliverables to make them non-infringing or procure for Citrix the right to continue use of the work results;
- (9) Supplier's (or its Subcontractor's) failure to comply with applicable laws, rules, or regulations; or
- (10) Any action instituted by Supplier personnel against Citrix for wages, fringe benefits, other compensation, or similar claims under applicable law, and any claims challenging the Supplier's right to dismiss its personnel. However, Supplier will have no liability under this Section 8(a) (Indemnification by Supplier) to the comparative extent that Claims result from:
 - (i) The negligent or willful acts of a Citrix Indemnified Party; or
 - (ii) Supplier's compliance with the express instructions of Citrix.

(b) **Indemnification procedures.** If any claim is commenced by a third-party with respect to which the Citrix Indemnified Party is entitled to indemnification under this Section, the Citrix Indemnified Party will provide notice thereof to Supplier. Citrix will be entitled, if it so elects and in its sole discretion, to retain control of the defense, settlement, and investigation of any indemnification claim and to employ and engage attorneys to handle and defend the same, at Supplier's sole cost. In the event Citrix does not elect to retain control of an indemnification claim, Supplier shall control the defense, settlement, and investigation of such indemnification claim, employ and engage attorneys reasonably acceptable to the Indemnified Party to handle and defend the same, at Supplier's sole cost. The Citrix Indemnified Party will cooperate in all reasonable respects, at Supplier's cost and request, in the investigation, trial, and defense of such indemnification claim and any appeal arising therefrom. Supplier will not consent to the entry of any judgment or enter into any settlement with respect to an indemnification claim without the Citrix Indemnified Party's prior written consent. The Citrix Indemnified Party may also, at its own cost, participate through its attorneys or otherwise in such investigation, trial, and defense of any Third Party Claim and related appeals.

(c) **Other remedies.** In addition to all other remedies available to Citrix at law or equity or under this Agreement, Citrix will have the following remedies:

- (1) **Injunctions against use of Deliverables.** If use of the Deliverables as contemplated by this Agreement is enjoined or threatened to be enjoined, Supplier, at its expense, will notify Citrix and immediately:
 - (i) Procure for Citrix the right to continued use of the Deliverables according to this Agreement; or
 - (ii) Replace or modify the Deliverables so that they are non-infringing and meet the requirements of this Agreement to Citrix's satisfaction.

If Supplier does not comply with Sections 8(c)(1)(i) or 8(c)(1)(ii), then in addition to any damages or expenses reimbursed under this Section 8 (Indemnification and other remedies), Citrix may terminate this Agreement, in whole or in part, and any SOW. Upon termination, Supplier will refund all amounts paid by Citrix for infringing Deliverables and will pay all reasonable costs to transition the Services to a new supplier.

- (2) **Misuse of Citrix property.** If Supplier misappropriates or fails to return Citrix Materials or any Citrix property according to this Agreement, Supplier will pay Citrix the estimated retail price for such Citrix Materials or property.

SECTION 9 LIMITATIONS OF LIABILITY

(a) SUBJECT TO SECTION 9(b) BELOW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS AGREEMENT REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. ADDITIONALLY, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY TO THE OTHER PARTY WILL EXCEED THE GREATER OF:

- (1) \$2 MILLION US OR THE EQUIVALENT IN LOCAL CURRENCY; OR
- (2) THE ACTUAL FEES PAID BY CITRIX IN THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

ANY LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL NOT PRECLUDE CITRIX FROM CLAIMING UNDER ANY INSURANCE PLACED OR PROVIDED PURSUANT TO THE AGREEMENT UP TO THE FULL AMOUNT PAYABLE UNDER SUCH INSURANCE.

(b) THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9(a) DO NOT APPLY TO LIABILITY ARISING FROM:

- (1) A PARTY'S DUTY TO INDEMNIFY THE OTHER FOR THIRD-PARTY CLAIMS UNDER THIS AGREEMENT SECTION 8 (INDEMNIFICATION AND OTHER REMEDIES);
- (2) A BREACH OF A PARTY'S CONFIDENTIALITY, PRIVACY, DATA PROTECTION, CUSTOMER DATA AND PUBLICITY OBLIGATIONS UNDER THIS AGREEMENT SECTION 6 (CONFIDENTIALITY, PRIVACY AND DATA PROTECTION) AND SECTION 2(c)(2) CITRIX MARKS AND PUBLICITY;
- (3) ANY CLAIM BY CITRIX ARISING UNDER SECTION 10 (INSURANCE);
- (4) A BREACH OF SUPPLIER'S OBLIGATIONS UNDER THIS AGREEMENT SECTION 7 (REPRESENTATIONS AND WARRANTIES);

OR

- (5) FRAUD.

SECTION 10 INSURANCE

(a) **General.** Supplier will purchase and maintain sufficient insurance coverage to meet obligations created by this Agreement and by law. Without limiting the foregoing, Supplier will maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) at its sole cost and expense at least the following insurance coverage to meet its obligations (or the equivalent limits in applicable local currency) to the extent the Agreement creates risks generally covered by these insurance policies:

- (1) Commercial general liability/Public liability (occurrence form): including contractual and product liability with limits of at least \$2,000,000 US per occurrence single limit of liability, and \$2,000,000 US general aggregate including but not limited to personal injury, premises liability, independent contractors, advertising injury, product liability, completed operations and blanket contractual coverage. Coverage must be primary with respect to any insurance or self-insurance programs maintained by Citrix;
- (2) Automobile liability: with limits of at least \$1,000,000 US per occurrence with combined single limits of not less than \$1,000,000 US each accident including but not limited to coverage for bodily injury and property damage and shall apply to all owned, leased, hired and non-owned vehicles, or per statutory local country laws if Supplier will bring vehicles onto Citrix or Citrix customer sites;
- (3) Workers' compensation/Employer's Liability: that satisfies all statutory limits where the Services are performed and Employers' Liability Insurance with limits of not less than \$1,000,000 US. Where permitted by law, such policies shall contain a waiver of the insurer's right of subrogation against Citrix, its subsidiaries, officers, directors and employees;
- (4) Crime insurance or fidelity bond: coverage of no less than \$2,000,000 US for claims arising from fraudulent or dishonest acts on the part of any employee, contractor or Suppliers providing services under this Agreement; including, but not limited to the Employee Theft of Client Property extension and Loss Payee extension;
- (5) Property insurance: full replacement value of said property while in the care, custody and control of Supplier. Property insurance shall provide coverage including but not limited to windstorm, flood, fire and business interruption with deductibles of not more than \$10,000 US. Citrix will be named on the policy as a loss payee; and,

Supplier will name Citrix, its subsidiaries, and their respective directors, officers, and employees as additional insureds in the Commercial General Liability policy, for contractual liability assumed by Supplier in Section 8 (Indemnification and other remedies) of this Agreement.

(b) **Professional liability/errors and omissions liability.** Supplier will purchase and maintain (and shall cause each of its agents, independent contractors and subcontractors performing any services hereunder to maintain) professional liability/errors and omissions insurance at its sole cost and expense at least the following insurance coverage to meet its obligations (or the equivalent limits in applicable local currency) if the Services it performs create exposures generally covered by such a policy, to the extent the Agreement creates risks generally covered by these insurance policies. The policy will:

- (1) With a combined single limit of not less than \$2,000,000 US per claim, and \$5,000,000 US in policy aggregate;
- (2) Cover infringement of third party proprietary rights, such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products and services under this Agreement and shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and intellectual property infringement, such as copyrights, trademarks, service marks and trade dress.; and
- (3) Have a retroactive coverage date no later than the effective date of the applicable SOW.

Supplier will maintain either active policy coverage or an extended reporting period providing coverage for claims first made and reported to the insurance company within twenty-four (24) months after termination or expiration of this Agreement or fulfillment of a SOW.

(c) **Umbrella/excess liability:** with minimum limits of \$5,000,000 US (or the equivalent limits in applicable local currency) per occurrence. The Umbrella Liability Insurance would be in excess of the Commercial General Liability and Comprehensive Automobile Liability Insurance.

(d) Supplier shall ensure that:

- (1) Upon request, Supplier shall provide Certificates of Insurance with Citrix named as additional insured, with the exception of worker's compensation, within ten (10) business days after the Effective Date of this Agreement.
- (2) Policies shall be placed with a company rated not less than A in the A.M. Best Rating Guide.
- (3) The insurance policies listed above contain a waiver of subrogation against Citrix and its affiliates,
- (4) The Professional Liability policy names Citrix and its affiliates and assignees as additional insureds, and
- (5) All policies contain a provision requiring at least thirty (30) days' prior written notice to Citrix of any cancellation, modification or non-renewal.

(e) **Deductible.** Unless agreed to otherwise in writing by the Parties, for all lines of coverage listed above in Sections 10(a) and 10(b), Supplier must maintain a deductible or retention of no more than \$100,000 US (or the equivalent limits in applicable local currency) per occurrence or accident throughout the Term.

NEITHER THE EXISTENCE OF NOR THE ASSENT BY SUPPLIER TO THE TYPES OR LIMITS OF INSURANCE CARRIED BY SUPPLIER SHALL BE DEEMED A WAIVER OR RELEASE OF SUPPLIER'S LIABILITY OR RESPONSIBILITIES UNDER THIS AGREEMENT.

SECTION 11 REPORTS, RECORDS, AUDITS, AND INSPECTIONS

(a) **Reports.** Any reports Supplier provides to Citrix must be accurate, complete, and timely. Supplier will correct any error or omission in any report within five (5) calendar days after becoming aware of the error or omission.

(b) **Records.** During the Term and for five (5) years thereafter, Supplier will keep all usual and proper records and books of account and all quality and performance reports at its principal place of business related to the Services or the Deliverables ("Supplier Records"). Supplier will maintain any documentation required by Citrix in connection with the United States Sarbanes-Oxley Act of 2002 or other applicable laws and regulations. Supplier will not do or omit to do anything that could prejudice Citrix's compliance with those laws and regulations.

(c) **Financial statements.** If not publicly available, upon request of Citrix, Supplier will provide Citrix with its most recent financial statements. A "financial statement" means a balance sheet as of the last day of the calendar quarter or fiscal year, an income statement, statement of cash

flows, and any related notes for the quarter and year-to-date, prepared under “GAAP”, international financial representation standards, or other generally accepted accounting principles in Supplier’s jurisdiction. Supplier must clearly note any departure in the quarterly financial statements from these principles. Such financial statements must be signed by an authorized officer of Supplier acknowledging that such financial statements are a complete and accurate record of Supplier’s books and accounts.

(d) **Audits, inspections, and refunds.**

- (1) During the period described in Section 11(b) (Records), Citrix may audit Supplier Records and/or inspect Supplier facilities and business practices related to Supplier’s performance of Services and Deliverables, and compliance with applicable laws and regulations to verify Supplier’s statements and compliance with this Agreement, including but not limited to privacy or security requirements, and other Citrix software licensing requirements (the “Audit”). Audits and inspections will be conducted by Citrix or an independent certified public accountant or consultant selected by Citrix. Citrix will provide reasonable notice to Supplier prior to the start of the audit or inspection and will use best efforts during normal business hours in such a manner as to not unreasonably interfere with or disrupt Supplier’s normal business operations, including consolidating audits where practical. Supplier will provide reasonable access to the relevant Supplier Records, Citrix contracts and facilities. The auditors shall be allowed to copy Supplier Records for audit evidence, at Citrix’s cost and expense.
- (2) Supplier shall cooperate fully with Citrix in any Audit and shall give Citrix and its auditors and representatives access to its premises for conducting an Audit. If any Audit reveals any noncompliance with the terms of this Agreement, or discrepancy of two percent (2%) or more between the amounts billed to Citrix and amounts detailed in the pricing and fees under this Agreement, Supplier agrees to promptly correct any noncompliance, and refund any overpayments, as applicable, or Citrix may, at its discretion, set-off any overpayment against amounts subsequently due to Supplier. If Citrix reasonably believes, based on the results of an Audit, that Supplier’s business practices do not comply with applicable regulatory requirements or the terms of this Agreement, Supplier agrees to use reasonable efforts to promptly update such business practices to Citrix reasonable satisfaction.
- (3) If the auditors determine that Supplier was overpaid by Citrix, Supplier will reimburse Citrix for any such overpayment. Citrix will bear the expense of its selected auditors or inspection team. However, if the audit shows Supplier overcharged Citrix by 5% or more during the period of such audit, then in addition to reimbursing Citrix for the overcharge, Supplier will pay Citrix for all reasonable costs and expense incurred conducting the audit and pay interest at 0.5% per month on the overcharge.
- (4) For any audits related to Anti-Corruption Laws, besides the obligations above, Supplier will maintain any books, documents, records, invoices, receipts, papers, or other materials related to this Agreement (the “Relevant Records”). Supplier will also maintain a system of internal controls to prevent the payment of bribes and provide reasonable assurance that financial statements and reporting are complete and accurate indicating in reasonable detail the purpose of each expense and the person (and such person’s position and title) for whom it was made or for whose benefit, and including all charges made and services performed by Supplier pursuant to this Agreement and payments (whether in kind or in cash) made by Supplier for or on behalf of Citrix. Supplier will not have undisclosed or unrecorded accounts for any purpose and false, misleading, incomplete, inaccurate, or artificial entries in the books and records are prohibited. The Relevant Records and, if requested, any relevant employees will be made available to Citrix or an independent certified public accountant or consultant selected by Citrix. Citrix may exercise its rights under this provision at any time if it in good faith believes that Supplier or its representatives violate any Anti-Corruption Laws under this Agreement.

SECTION 12 MISCELLANEOUS

- (a) **Prohibit Discrimination.** Citrix and Supplier shall abide by the spirit and requirements of U.S. Code of Federal Regulations sections 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ, and advance in employment, individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Citrix and Supplier will abide by the requirements of Executive Order 13706 establishing paid sick leave for federal contractors, and its implementing regulations, including the applicable contract clause, and incorporate by reference these requirements into this Agreement if applicable.

- (b) **Supplier relationship management.** At the discretion of Citrix, Supplier may be required to engage in Citrix’s Supplier Value Optimization Programs. Such programs will be outlined in an Addendum to this Agreement or in any applicable SOW but generally each Party will appoint a primary liaison with the other Party to service as the Parties’ point of contact and will review matters related to each Party’s performance and to establish a value improvement program that is designed to foster and promote innovation to achieve the lowest cost of ownership to Citrix under

the Agreement without impairing or putting at risk the quality, performance or timely delivery of the Services and Deliverables in any applicable SOW.

- (c) **Supplier diversity and local content.** At the discretion of Citrix, Supplier may be required to engage in Citrix's Supplier Diversity and Local Content Programs, disclose information demonstrating Supplier's status, to the extent required by Citrix Customers' reporting, or to the extent required by Citrix's Supplier Diversity Program or other disclosure obligations under applicable laws or regulations. Such programs will be outlined in an Addendum to this Agreement or in any applicable SOW but generally each Party will be committed to enhancing business opportunities for diverse and local content suppliers. Parties shall use reasonable commercial efforts to include, foster, utilize and promote diverse and local content Suppliers under the Agreement, as long as they are competitive on price, without impairing or putting at risk the quality, service, performance or timely delivery provided under this Agreement.
- (d) **Anti-bribery laws.** Supplier hereby represents, warrants and covenants to Citrix that Supplier and its owners, directors, officers, employees and agents have not and will not pay, offer, promise to pay or authorize the payment directly or indirectly of any monies or anything of value (1) to any government official, representative or employee or to any political party, holder of public office, or candidate for public office in connection with this Agreement or services provided to Citrix under this Agreement, or (2) to any person to improperly obtain or retain orders from Citrix. Neither Supplier nor any of its owners, directors, officers, employees, contractors, agents, affiliates or partners has been convicted of, or plead guilty to, bribery, fraud or related charges.
- (1) Inexpensive and occasional gifts or entertainment may be acceptable if provided without the expectation of any business in return.
 - (2) Supplier agrees to implement adequate procedures to prevent a breach of this provision. Should Supplier become aware of a breach or potential breach of this provision, Supplier shall immediately notify Citrix in writing and promptly take action to investigate and remediate such breach or potential breach.
 - (3) Citrix may, in its sole discretion and in addition to any other rights it may have under law or the Agreement, terminate the Agreement immediately and without notice if Citrix reasonably believes that a breach of this provision has occurred or may occur.
 - (4) Supplier will comply with and provide training to its employees regarding all applicable laws against bribery, corruption, inaccurate books and records, inadequate internal controls, and money-laundering, including the U.S. Foreign Corrupt Practices Act ("Anti-Corruption Laws") or other applicable legislation while performing Services under this Agreement.

Notwithstanding any other provision in the Agreement, Supplier shall further indemnify and hold Citrix harmless against any and all claims, losses or damages arising from or related to such breach and/or termination of the Agreement, and in the event that Citrix has reason to believe that a breach of this provision has occurred or may occur, Citrix may, without liability, withhold any payments otherwise due and payable under the Agreement until it receives confirmation to its satisfaction that no breach has occurred or will occur.

- (e) **Governing law and venue; jurisdiction.** For any suit or proceeding to enforce the provisions of this Agreement, the Parties consent to the governing law, jurisdiction and venue applicable to the domicile of the Citrix legal entity in the Agreement or the applicable SOW, as set forth at https://www.citrix.com/content/dam/citrix/en_us/documents/off-site/gov-law-jurisdiction-citrix-agreements-suppliers.pdf (and without giving effect to conflict of law principles). Notwithstanding these provisions, either Party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property rights. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party may recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
- (f) **Assignment.** Neither Party may sell, transfer, pledge, assign or encumber this Agreement or any right, or delegate any duty or obligation under this Agreement, in whole or in part, by assignment or operation of law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that Citrix may assign this Agreement, in whole or in part, or any or all of its rights or obligations hereunder, without obtaining Supplier's written consent to:
- (1) A successor-in-interest to Citrix resulting from a merger, consolidation, or non-bankruptcy reorganization or a purchase of all or substantially all of Citrix's assets,
 - (2) Any present or future parent, subsidiary or other affiliate of Citrix, or
 - (3) Any person or entity in connection with the sale, disposition or other transfer of that part of the business of Citrix to which this Agreement relates (including, without limitation, an entity resulting from a spin-off transaction of any subsidiary, business unit or

product line of Citrix or any of its affiliates, or any purchaser of all or substantially all of the assets or equity of such subsidiary, business unit or product line).

In the event that Citrix assigns certain, but not all of its rights and obligations under this Agreement, Supplier agrees, at Citrix's or the permitted assign's request, to enter into a new agreement on the same terms and conditions to the extent applicable to the assigned portions hereof. This Agreement shall be binding upon and shall inure to the benefit of each Party's permitted successors, assigns, receivers and trustees of each Party. Any unauthorized assignment shall be void.

(g) **Severability.** If any term or other provision of this Agreement, or any application thereof to any circumstance is invalid, illegal or incapable of being enforced by any rule of law, or public policy in whole or in part, such provisions or applications shall to that extent be severable and shall not affect other provisions or applications of this Agreement.

(h) **Notices.** All notices, designations, consents or other formal communications pursuant to this Agreement shall be given in writing, signed by a duly authorized representative of Party providing the notice, and shall be sent by one or more of the following methods:

- (1) Personal delivery, courier service or electronic mail to the address details shown below ("Address Details")
- (2) Notice shall be effective upon receipt or attempted delivery, if rejected.
- (3) Notice shall be deemed given:
 - (i) Upon personal delivery;
 - (ii) If delivered by electronic mail, upon the next business day following the date and time stamp on the sender's email;
 - (iii) If delivered by courier, upon confirmation of receipt.
- (4) Notices relating to any SOW shall be deemed given to the Parties when delivered to the addresses identified in the applicable SOW. The provisions of Section 12 (h) Notices (1), (2) and (3) will apply to such notices.
- (5) Each Party may change the Address Details to whom notices will be sent by giving written notice to the other Party.
- (6) Notice relating to this Agreement shall only be deemed given when delivered to the respective Party's address identified below:

Address details

Citrix		Supplier	
Address:	[Citrix office address]	Address:	[Supplier office address]
Attention:	Head of Indirect Procurement	Attention:	[name and/ or title]
Email Address:	[email address]	Email Address:	[email address]

(i) **Force Majeure.** Except for payment obligations, neither Party shall be liable to the other for any delay or failure to perform if the delay or failure to perform is without the fault or negligence of the Party claiming excusable delay, and is due to causes beyond the control of the delaying Party, including, but not limited to: acts of God, natural disasters, war, civil disturbance, strike, acts of government, fires, epidemics, quarantine restrictions. The Party claiming excusable delay shall immediately notify the other Party in writing. If the Party claiming excusable delay is Supplier, and the delay is reasonably expected to prevent Supplier from providing Services or Deliverables to Citrix, then Citrix is entitled to terminate the applicable SOW without liability to Supplier.

(j) **Waiver.** The failure of either Party to require performance of the other Party to any provision hereof shall in no event affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof, constitute a waiver of any succeeding breach of the same or any other provision nor constitute a waiver of the provision itself. Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless in writing and signed by the Party against whom enforcement of the waiver is sought.

(k) **Compliance with Laws.** Supplier shall comply with all applicable international, national, federal, state, county and local laws, ordinances, regulations and codes in the performance of its obligations under this Agreement, including but not limited to the procurement of permits, licenses and certificates where required and payment of applicable taxes.

(l) **Entire Agreement.** This Agreement and any applicable SOW contains a complete statement of all arrangements between the Parties relating to its subject matter, supersedes any previous arrangements or understandings, whether written or oral, and may only be changed by a written Amendment signed by an authorized representative of the Parties hereto.

- (m) **Counterparts and Electronic Signature.** The Parties hereto agree that the Agreement may be executed in one or more counterparts on varying dates and places, and by PDF or electronic signature, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. This Agreement is not and will not be binding and effective, however, unless and until each Party executes a counterpart. The counterparts of this Agreement and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
- (n) **Amendment.** Any addition to or modification of the terms of the Agreement must be set forth in a written Amendment. When executed, the Amendment shall become a part of the Agreement and subject to its terms.
- (o) **Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between nominated individuals from each Party with the authority to settle the dispute. If the dispute cannot be settled amicably within fourteen (14) calendar days from the date on which either Party has served written notice on the other of the dispute then they may seek relief from a court of competent jurisdiction. The foregoing will not be construed to prohibit either Party from directly seeking injunctive relief without first complying with this Section. Supplier acknowledges that the provision of Services is critical to the business and operations of Citrix. Accordingly, in the event of any dispute between Citrix and Supplier, including a dispute pursuant to which Citrix in good faith believes it is entitled to withhold payment, Supplier will continue to provide Services, and Citrix will continue to pay to Supplier any undisputed amounts. Supplier waives any right to exercise self-help remedies or to otherwise terminate access to or use of Services based on any claim for disputed fees due under this Agreement or any SOW. Performance of this Agreement shall continue during the dispute resolution period. Citrix shall be entitled to recover any costs, expenses or fees associated with the enforcement of this Agreement or any rights hereunder.
- (p) **Survival.** The expiration or termination of this Agreement shall not terminate vested rights of either Party from any liabilities or obligations incurred under this Agreement prior to or which by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, indemnification and proprietary rights.
- (q) **Construction.** Neither Party has entered this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either Party.
- (r) **No Third Party Beneficiaries.** Except as otherwise specifically set forth in an SOW, nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Citrix and Supplier.
- (s) **Order of Precedence.** In the event of any conflict between this Agreement and any SOW, the order of precedence shall be as follows: (i) this Agreement, (ii) the SOW, and (iii) any executed amendment, as applicable. The Parties acknowledge and agree that any documentation issued prior to or following the Effective Date containing terms and conditions in conflict with this Agreement including, but not limited to, purchase orders, invoices, billing requests, electronic terms and conditions, shall be null and void.
- (t) **Local Service Agreements.** During the term of this Agreement, if required by local law to implement the provisions of this Agreement or for such other reasons as the Parties may agree, the Parties or their respective Affiliates may enter into a Local Services Agreement for each country or region in which such Services are to be delivered ("LSA"). Such Local Services Agreements, if any, will incorporate the terms of this Agreement and will be specified in the applicable SOW(s).

(Signature Block follows on next page)

THIS AGREEMENT has been executed by the Parties, acting by and through their duly authorized representatives as shown below.

AGREED TO AND ACCEPTED BY:

CITRIX:

SUPPLIER:

(eSignature)

(eSignature)

(Name - Title)

(Name - Title)

(Date)

(Date)

[Remainder of this page is intentionally left blank]

EXHIBIT 2

SCHEDULE OF BACKGROUND TECHNOLOGY

The following are works in which Supplier has any right, title or interest, and which were conceived or written, either wholly or in part, by Supplier prior to or outside the scope of the Relationship with Citrix or any of its predecessors, and are not assigned to Citrix pursuant to the Master Services Agreement.

DESCRIPTION: [Description]

Indicate any item listed above that has been published, registered as a copyright, or is or has been the subject of a patent application:

[Item List]

Indicate the name of such organization or third party that also has rights in any of the listed items (such as former employers, partners, etc.):

[Name List]

Supplier acknowledges that the foregoing is complete and accurate to the best of their knowledge.

AGREED TO AND ACCEPTED BY:

SUPPLIER:

(eSignature)

(Name - Title)

(Date)

EXHIBIT 3

SUPPLIER TRAVEL EXPENSE POLICY

SCOPE. This travel policy applies to all Suppliers providing services to Citrix pursuant to an Agreement where Citrix has agreed in writing to reimburse.

RESPONSIBILITY. Supplier will be reimbursed for all qualified business expenses contributing only to the trip's business purpose directly. Supplier is expected to be conservative in his/her spending and managers are expected to be diligent in their review. Supplier will restrict reimbursable expenses to ten (10) percent of billable fees. Supplier must have pre-approval by Citrix in writing prior to expense being incurred.

AIR TRAVEL. It is the obligation of Supplier to choose the most direct economical flight that coincides with his/her travel plans. Flights are considerably less expensive when arrangements are made well in advance of the departure date. Therefore, Supplier is asked to make his/her travel plans as soon as possible. All domestic and international air travel must be in economy class.

CAR RENTAL. If a rental car is necessary, Supplier is requested to rent a vehicle that is no larger than mid-size. Rental car should be returned with a full tank as required by rental car company. Do not buy full tank unless it is economical. Supplier should use Hired Car or Taxi Service is more economical.

HIRED CAR AND TAXI SERVICE. Taxi service in Uber and similar services, where use is more conducive in areas such as large cities, is allowed and receipts should be retained along with noted tips. Car services including limousines and chauffeured sedans are not to be used unless rental cars or taxi services are not available at lower rates.

TRAIN TRAVEL. It is the obligation of Supplier to choose the most direct economical train that coincides with his/her travel plans. All train travel must be in economy class.

TOLLS, PARKING. Tolls and parking charges incurred for Citrix business are reimbursable. Please obtain receipts whenever possible. Citrix will not reimburse for toll surcharges where renter did not use a toll pass.

HOTELS. It is required that the hotel rooms be reserved at "reasonable rates" within three miles of the Citrix office where the work is performed. A corporate or "best" rate should always be requested. The Citrix will pay only actual room rental costs, applicable taxes and reimbursable expenses detailed on the hotel bill (folio) for each day that lodging is required in Supplier's performance of services for the benefit of Citrix. The Citrix has corporate rates with local hotels. Please ask the hotel if Citrix has a corporate rate with the hotel you select.

MEALS. It is expected that personal meals and incidental expenses will be reasonable. There is no daily per diem only money spent will be reimbursed.

EXPENSE REPORTING. Expense reimbursement is based on actual and reasonable expenses. Receipts must be attached for all expenses.

DISALLOWED EXPENSES. Personal expenses, in-room movies, non-standard internet fees, health club usage, fuel charges for not filling tank before returning rental car, traffic and toll fines and court costs, unauthorized club or membership dues or fees, personal medical and dental expenses, laundry and dry-cleaning costs, and personal property lost or stolen while traveling on Citrix business.

EXHIBIT 4

DATA PROCESSING ADDENDUM

This Data Protection Addendum ("**Addendum**") forms part of the Master Services Agreement ("Principal Agreement") between Citrix (acting on its own behalf and as agent for each Citrix affiliate) and Supplier (acting on its own behalf and as agent for each Supplier Affiliate). Supplier shall at all times remain responsible for the performance of Supplier Affiliates under the Agreement, including this Addendum.

The terms used in this Addendum shall have the meanings set forth in this Addendum, including Article 13, Definitions. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

The terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.

1. Authority

Supplier warrants and represents that, before any Supplier Affiliate Processes any Citrix Data on behalf of any Group Member, Supplier's entry into this Addendum as agent for and on behalf of that Supplier Affiliate will have been duly and effectively authorised (or subsequently ratified) by that Supplier Affiliate.

2. Processing of Citrix Data

2.1. Supplier and each Supplier Affiliate shall:

2.1.1. comply with all applicable Data Laws in the Processing of Citrix Data; and

2.1.2. not Process Citrix Data other than on the relevant Group Member's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case Supplier or the relevant Supplier Affiliate shall to the extent permitted by Applicable Laws inform the relevant Group Member of that legal requirement before the relevant Processing of such Citrix Data.

2.2. Each Group Member:

2.2.1. instructs Supplier and each Supplier Affiliate (and authorises Supplier and each Supplier Affiliate to instruct each Subprocessor) to:

2.2.1.1. Process Citrix Data; and

2.2.1.2. in particular, transfer Citrix Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Principal Agreement; and

2.2.2. warrants and represents that it is and will at all relevant times remain duly and effectively authorised to give the instruction set out in section 2.2.1 on behalf of each relevant Citrix Affiliate.

2.3. Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Citrix Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Laws). Citrix may make reasonable modifications to Annex 1 by written notice to Supplier from time to time as Citrix reasonably considers necessary to meet those requirements. Unless specified in a duly-executed amendment, modifications to Annex 1 (including as amended pursuant to this section 2.3) shall not amend the rights or obligation of any party to this Addendum.

3. Supplier and Supplier Affiliate Personnel

Supplier and each Supplier Affiliate shall limit access to Citrix Data those individuals who need to know / access the relevant Citrix Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, and shall ensure that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

Supplier shall comply with the requirements of Article 32 of the GDPR (Security of Personal Data) including specifically the measures specified in Article 32(1). Supplier and each Supplier Affiliate shall at a minimum, comply with the Citrix technical and organisational security measures specified in Appendix 2 (Citrix Supplier Security Standards).

5. Subprocessing

5.1. Each Group Member authorises Supplier and each Supplier Affiliate to appoint (and permit each Subprocessor appointed in accordance with this section 6 to appoint) Subprocessors in accordance with this section 5 and any restrictions in the Principal Agreement.

5.2. Supplier and each Supplier Affiliate may continue to use those Subprocessors already engaged by Supplier or any Supplier Affiliate as at the date of this Addendum, subject to Supplier and each Supplier Affiliate meeting the obligations set out in section 5.4 before May 25, 2018.

5.3. Supplier shall give Citrix prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor prior to or concurrent with the appointment of such Subprocessor. If, within within 30 (thirty) calendar days' of receipt of that notice, Citrix notifies Supplier in writing of any objections (on reasonable grounds) to the proposed appointment:

(a) Supplier will cancel its plan to use the Subprocessor for the processing of Citrix Personal Data or will offer an alternative to provide the Services without such Subprocessor; or (b) Supplier will take the corrective steps requested by Citrix in its objection(s) and proceed to use the Subprocessor to process Citrix Personal Data; or (c) Citrix may choose not to use the any Services that would involve the use of such Subprocessor with regard to Citrix Data, subject to adjustment of the remuneration for the Services considering the reduced scope of the Services. If none of the above options are reasonably available and all of Citrix's objections has not been resolved to the mutual satisfaction of the parties within 30 (thirty) calendar days of the Supplier's receipt of Citrix's objection, either party may terminate the Agreement and Citrix will be entitled to a pro-rata refund for prepaid fees for Services not performed as of the date of termination.

5.4. With respect to each Subprocessor, Supplier or the relevant Supplier Affiliate shall:

5.4.1. before the Subprocessor first Processes Citrix Data (or, where relevant, in accordance with section 5.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Citrix Data required by the Principal Agreement;

5.4.2. ensure that the arrangement between (a) Supplier or the relevant Supplier Affiliate, and (b) the relevant Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Citrix Data as those set out in this Addendum and meet the requirements of article 28(3) of the GDPR and the relevant portions of Appendix 2 (Citrix Supplier Security Standards);

5.4.3. provide to Citrix for review such copies of the Contracted Processors' agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as Citrix may request from time to time.

5.5. Supplier and each Supplier Affiliate shall be responsible for each such Subprocessor's performance of its obligations.

6. Data Subject Rights

6.1. Taking into account the nature of the Processing, Supplier and each Supplier Affiliate shall implement appropriate technical and organizational measures to respond to requests to exercise Data Subject rights under the Data Laws.

6.2. Supplier shall:

6.2.1. promptly notify Citrix if any Contracted Processor receives a request from a Data Subject under any Data Law in respect of Citrix Data; and

6.2.2. ensure that the Contracted Processor does not respond to that request except on the documented instructions of Citrix or the relevant Citrix Affiliate or as required by Applicable Laws to which the Contracted Processor is subject, in which case Supplier shall to the extent permitted by Applicable Laws inform Citrix of that legal requirement before the Contracted Processor responds to the request.

7. Data Breach

7.1. Supplier shall notify Citrix without undue delay upon Supplier or any Subprocessor becoming aware of a Personal Data Breach and any other breach affecting Citrix Data, providing Citrix with sufficient information to allow each Group Member to meet any obligations to report

or inform Data Subjects of the Personal Data Breach or any other breach affecting Citrix Data under the Data Laws. Such notification shall as a minimum:

- 7.1.1. describe the nature of the Personal Data Breach or other breach affecting Citrix Data, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data or other data records concerned;
 - 7.1.2. communicate the name and contact details of Supplier's data protection officer or other relevant contact from whom more information may be obtained;
 - 7.1.3. describe the likely consequences of the Personal Data Breach or other breach affecting Citrix Data; and
 - 7.1.4. describe the measures taken or proposed to be taken to address the Personal Data Breach or other breach affecting Citrix Data.
- 7.2. Supplier shall co-operate with Citrix and each Group Member and take such reasonable steps as are directed by Citrix and/or as set out in the Appendix 2 (particularly the section titled "*Security Incident Management and Reporting*"), to assist in the investigation, mitigation and remediation of each such Personal Data Breach or other breach affecting Citrix Data.

8. Supplier Cooperation and Assistance

- 8.1. Supplier and each Supplier Affiliate shall provide reasonable assistance to each Citrix Group Member with any data protection impact assessments, and consultations with Supervising Authorities or other competent data privacy authorities, which Citrix reasonably considers to be required of any Group Member by the GDPR or any other Data Law, in each case solely in relation to Processing of Citrix Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.
- 8.2. In the event Supplier Processes Customer Data that is subject to additional regulatory requirements, or in a manner subject to additional regulatory requirements (including those requirements imposed with respect to Sensitive Personal Data), Supplier agrees to cooperate with Citrix to comply with such requirements.

9. Deletion or return of Citrix Data

- 9.1. Subject to sections 9.2 and 9.3 Supplier and each Supplier Affiliate shall promptly and in any event within 30 (thirty) calendar days' of the date of cessation of any Services involving the Processing of Citrix Data (the "**Cessation Date**"), Delete and procure the Deletion of all copies of those Citrix Data.
- 9.2. Subject to section 9.3, Citrix may by written notice to Supplier within 30 (thirty) calendar days' of the Cessation Date require Supplier and each Supplier Affiliate to (a) return a complete copy of all Citrix Data to Citrix by secure file transfer in such format as is reasonably notified by Citrix to Supplier; and (b) Delete and procure the Deletion of all other copies of Citrix Data Processed by any Contracted Processor. Supplier and each Supplier Affiliate shall comply with any such written request within 45 (forty-five) calendar days of the Cessation Date.
- 9.3. Each Contracted Processor may retain Citrix Personal Data to the extent required by Applicable Laws only to the extent and for such period as required by Applicable Laws and always provided that Supplier and each Supplier Affiliate shall ensure the confidentiality of all such Citrix Personal Data and shall ensure that such Citrix Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose. The terms of this Addendum and of the Citrix Supplier Security Standards shall remain in full force and effect until such time as all copies of Citrix Data have been permanently Deleted by Supplier and all Supplier Affiliates and Subprocessors.
- 9.4. Supplier shall, upon request, provide written certification to Citrix that it and each Supplier Affiliate has fully complied with this section 10 within 45 (forty-five) calendar days of the Cessation Date.

10. Audit rights

- 10.1. Subject to sections 10.2 to 10.3, Supplier and each Supplier Affiliate shall make available to each Group Member on request all information necessary to demonstrate compliance with this Addendum, and shall allow for and contribute to audits, including inspections, by any Group Member or an auditor mandated by any Group Member in relation to the Processing of the Citrix Data by the Contracted Processors. Supplier shall immediately inform Citrix if, in its opinion, an instruction pursuant to this section 10 (Audit Rights) infringes the GDPR or other EU or Member State data protection provisions or any other Data Laws.
- 10.2. Information and audit rights of the Group Members only arise under section 10.1 to the extent that the Principal Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Laws (including, where applicable, Article 28(3)(h) of the GDPR).

10.3. Citrix or the relevant Citrix Affiliate undertaking an audit shall give Supplier or the relevant Supplier Affiliate reasonable notice of any audit or inspection to be conducted under section 11.1 and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to the Contracted Processors' premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. A Contracted Processor need not give access to its premises for the purposes of such an audit or inspection:

10.3.1. to any individual unless he or she produces reasonable evidence of identity and authority;

10.3.2. outside normal business hours at those premises, unless the audit or inspection needs to be conducted on an emergency basis and Citrix or the relevant Citrix Affiliate undertaking an audit has given notice to Supplier or the relevant Supplier Affiliate that this is the case before attendance outside those hours begins; or

10.3.3. for the purposes of more than one audit or inspection, in respect of each Contracted Processor, in any calendar year, except for any additional audits or inspections which:

10.3.3.1. Citrix or the relevant Citrix Affiliate undertaking an audit reasonably considers necessary because of genuine concerns as to Supplier's or the relevant Supplier Affiliate's compliance with this Addendum; or

10.3.3.2. A Group Member is required or requested to carry out by Data Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Laws in any country or territory,

where Citrix or the relevant Citrix Affiliate undertaking an audit has identified its concerns or the relevant requirement or request in its notice to Supplier or the relevant Supplier Affiliate of the audit or inspection.

11. Restricted Transfers

11.1. Subject to section 11.3, each Group Member (as "data exporter") and each Contracted Processor, as appropriate, (as "data importer") hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from that Group Member to that Contracted Processor.

11.2. The Standard Contractual Clauses shall come into effect under section 11.1 on the later of:

11.2.1. the data exporter becoming a party to them;

11.2.2. the data importer becoming a party to them; and

11.2.3. commencement of the relevant Restricted Transfer.

11.3. Section 11.1 shall not apply to a Restricted Transfer unless its effect, together with other reasonably practicable compliance steps (which, for the avoidance of doubt, do not include obtaining consents from Data Subjects), is to allow the relevant Restricted Transfer to take place without breach of applicable Data Protection Law.

11.4. Supplier warrants and represents that, before the commencement of any Restricted Transfer to a Subprocessor which is not a Supplier Affiliate, Supplier's or the relevant Supplier Affiliate's entry into the Standard Contractual Clauses under section 11.1, and agreement to variations to those Standard Contractual Clauses made under section 11.4.1, as agent for and on behalf of that Subprocessor will have been duly and effectively authorised (or subsequently ratified) by that Subprocessor.

12. General Terms

Governing law and jurisdiction

12.1. Without prejudice to clauses 6 (Mediation and Jurisdiction) and 8 (Governing Law) of the Standard Contractual Clauses:

12.1.1. the parties to this Addendum hereby submit to the jurisdiction of, the country where the Controller is established (if the Controller is established in an EU Member State), or Ireland (if the Controller is not established in an EU Member State) with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and

12.1.2.this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of, the country where the Controller is established (if the Controller is established in an EU Member State), or Ireland (if the Controller is not established in an EU Member State)

Order of precedence

- 12.2. Nothing in this Addendum reduces Supplier's or any Supplier Affiliate's obligations under the Principal Agreement in relation to the protection of Personal Data or permits Supplier or any Supplier Affiliate to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 12.3. Subject to section 12.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Changes in Data Laws, etc.

12.4. Citrix may:

12.4.1.by at least 30 (thirty) calendar days' written notice to Supplier from time to time make any variations to the Standard Contractual Clauses (including any Standard Contractual Clauses entered into under section 11.1), as they apply to Restricted Transfers which are subject to a particular Data Law, which are required, as a result of any change in, or decision of a competent authority under, that Data Law, to allow those Restricted Transfers to be made (or continue to be made) without breach of that Data Law; and

12.4.2.propose any other variations to this Addendum which Citrix reasonably considers to be necessary to address the requirements of any Data Law.

12.5. If Citrix gives notice under section 12.4.1:

12.5.1.Supplier and each Supplier Affiliate shall promptly co-operate (and ensure that any affected Subprocessors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under section 5.4.3; and

12.5.2.Citrix shall not unreasonably withhold or delay agreement to any consequential variations to this Addendum proposed by Supplier to protect the Contracted Processors against additional risks associated with the variations made under section 12.4.1 and/or 12.5.1.

12.6. If Citrix gives notice under section 12.4.2, the parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Citrix's notice as soon as is reasonably practicable.

12.7. Neither Citrix nor Supplier shall require the consent or approval of any Citrix Affiliate or Supplier Affiliate to amend this Addendum pursuant to this section 12.5 or otherwise.

Severance

12.8. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

13. Definitions

13.1. In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

13.1.1 **"Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with the relevant party,

13.1.2 **"Applicable Laws"** means (a) European Union or Member State laws with respect to any Citrix Personal Data in respect of which any Group Member is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Citrix Personal Data in respect of which any Group Member is subject to any other Data Laws;

- 13.1.3 **"Citrix Data"** means any Group Member's Confidential Information, as defined in the Principal Agreement, that is Processed in connection with performance of the Principal Agreement. For clarity, Citrix Personal Data, Sensitive Personal Data, Controlled Data and Restricted Data, including any customer data Processed in connection with the performance of the service, are Citrix Data
- 13.1.4 **"Citrix Personal Data"** means any Personal Data Processed by a Contracted Processor on behalf of a Group Member pursuant to or in connection with the Principal Agreement;
- 13.1.5 **"Contracted Processor"** means Supplier or a Subprocessor;
- 13.1.6 **"Controlled Data"** means technical information with distribution and/or handling requirements proscribed by law or regulation, including but not limited to sensitive but unclassified government data and license required export controlled data. Controlled Data shall be subject to the same controls specified below for Restricted Data;
- 13.1.7 **"Data Laws"** mean any EU laws applicable to Citrix Data including but not limited to EU Data Protection Laws and, to the extent applicable, laws applicable to Citrix Data in any other country, including but not limited to, data protection or privacy laws of any other country;
- 13.1.8 **"Delete"** means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed;
- 13.1.9 **"EEA"** means the European Economic Area;
- 13.1.10 **"EU Data Protection Laws"** means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 13.1.11 **"GDPR"** means EU General Data Protection Regulation 2016/679;
- 13.1.12 **"Group Member"** means Citrix or any Citrix Affiliate;
- 13.1.13 **"Restricted Data"** means information that any Group Member's identifies as 'restricted data' in the Principal Agreement, or at the time of disclosure that Group Member identifies as "Restricted," "Highly Confidential," or similar in connection with performance of the Principal Agreement. Restricted Data, includes, but is not limited to critical business information, including details of mergers, acquisitions or dispositions; financial results prior to public reporting; and security vulnerability information;
- 13.1.14 **"Restricted Transfer"** means:
- 13.1.14.1 a transfer of Citrix Personal Data from any Group Member to a Contracted Processor; or
- 13.1.14.2 an onward transfer of Citrix Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Laws) in the absence of the Standard Contractual Clauses to be established under section 11 above. For the avoidance of doubt: (a) without limitation to the generality of the foregoing, the parties to this Addendum intend that transfers of Personal Data from the UK to the EEA or from the EEA to the UK, following any exit by the UK from the European Union shall be Restricted Transfers for such time and to such extent that such transfers would be prohibited by Data Laws (as the case may be) in the absence of the Standard Contractual Clauses to be established under section 11; and (b) where a transfer of Personal Data is of a type authorised by Data Laws in the exporting country, for example in the case of transfers from within the European Union to a country (such as Switzerland) or scheme (such as the US Privacy Shield) which is approved by the Commission as ensuring an adequate level of protection or any transfer which falls within a permitted derogation, such transfer shall not be a Restricted Transfer;

- 13.1.15. **"Sensitive Personal Data"** means a category of Personal Data considered to be especially sensitive and includes, without limitation, medical records and other personal health information, including protected health information (PHI) subject to the U.S. Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated under that Act (collectively, HIPAA), and/or any medical, demographic, visual or descriptive information that can be used to identify a particular patient/individual under HIPAA or other similar law and regulations; personal bank account and payment card information and other financial account information; customer bank account and payment card information; national identifiers; and special data categories of data under applicable data protection law (such as race, nationality, political opinions, trade union

membership, home life, and sexual orientation). Sensitive Personal Data shall be subject to the same controls specified below for Citrix Restricted Data.

13.1.16. "**Services**" means the services and other activities to be supplied to or carried out by or on behalf of Supplier for Group Members pursuant to the Principal Agreement

13.1.17. "**Standard Contractual Clauses**" means the contractual clauses set out in Annex 2, amended as indicated (in square brackets and italics) in that Annex and under section 12.4;

13.1.18. "**Subprocessor**" means any person (including any third party and any Supplier Affiliate, but excluding an employee of Supplier or any of its sub-contractors) appointed by or on behalf of Supplier or any Supplier Affiliate to Process Personal Data on behalf of any Group Member in connection with the Principal Agreement; and

13.2. The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processor**", "**Processing**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

13.3. The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

EXHIBIT 4 - ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Citrix Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Citrix Personal Data

The subject matter and duration of the Processing of the Citrix Personal Data are set out in the Principal Agreement and this Addendum.

The nature and purpose of the Processing of Citrix Personal Data

Supplier may Process Citrix Personal Data only for, and in furtherance of, the purposes specified in the Principal Agreement. Such uses may include, by way of example, assistance in the management of human resources, finances, marketing, supplier, computing services, and other business management services.

The types of Citrix Personal Data to be Processed

The types of data generally to be Processed include such items as name and contact information, professional information such as salary and benefits information for employees, contractors, retirees and candidates; marketing data; and other general business information.

The categories of Data Subject to whom the Citrix Personal Data relates

Data Subjects may include, by way of example, employees, contractors, agents, candidates, marketing prospects, customers, suppliers, partners, retirees, and business affiliates.

The obligations and rights of Citrix and Citrix Affiliates

The obligations and rights of Citrix and Citrix Affiliates are set out in the Principal Agreement and this Addendum.

EXHIBIT 4 - ANNEX 2: STANDARD CONTRACTUAL CLAUSES

These Clauses are deemed to be amended from time to time, to the extent that they relate to a Restricted Transfer which is subject to the Data Laws of a given country or territory, to reflect (to the extent possible without material uncertainty as to the result) any change (including any replacement) made in accordance with those Data Laws (i) by the Commission to or of the equivalent contractual clauses approved by the Commission under EU Directive 95/46/EC or the GDPR (in the case of the Data Laws of the European Union or a Member State); or (ii) by an equivalent competent authority to or of any equivalent contractual clauses approved by it or by another competent authority under another Data Protection Law (otherwise).

If these Clauses are not governed by the law of a Member State, the terms "Member State" and "State" are replaced, throughout, by the word "jurisdiction".

Standard Contractual Clauses (processors)

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 This opening recital is deleted if these Clauses are not governed by the law of a member state of the EEA.

The gaps below are populated with details of the relevant Group Member:

Name of the data exporting organisation: Citrix Systems Inc. (on behalf of itself and its Affiliates in the EEA and Switzerland)

Address: 851 West Cypress Creek Rd Fort Lauderdale, FL 33309, United States of America

.....
(the data **exporter**)

And

[The gaps below are populated with details of the relevant Contracted Processor:]

Name of the data importing organisation: [SUPPLIER LEGAL ENTITY NAME]

Address: [SUPPLIER LEGAL ENTITY ADDRESS]

E-mail: [SUPPLIER EMAIL ADDRESS]

.....
(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.

Background

The data exporter has entered into a data processing addendum ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

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;
- (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; If these Clauses are not governed by the law of a Member State, the words "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" are deleted.
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor 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 subprocessor 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 subprocessor 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; If these Clauses are not governed by the law of a Member State, the words "within the meaning of Directive 95/46/EC" are deleted.
- (g) to forward any notification received from the data importer or any subprocessor 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 subprocessing 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 subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor 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

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 subprocessing, 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 subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor 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 subprocessor 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 subprocessor 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 subprocessor 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 subprocessor 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 subprocessor agrees that the data subject may issue a claim against the data subprocessor 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 subprocessor 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 subprocessor, 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 subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, 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

Subprocessing

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 subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor 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 subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor 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 subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing 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.
4. The data exporter shall keep a list of subprocessing 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 subprocessor 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 subprocessor 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.

(Signature Block follows on next page)

AGREED TO AND ACCEPTED BY:

On behalf of the data exporter:

On behalf of the data importer:

(eSignature)

(eSignature)

(Name - Title)

(Name - Title)

(Date)

(Date)

EXHIBIT 4 - 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 (are):

Citrix Systems, Inc., its customers, employees and affiliates or their respective customers, employees or affiliates.

Data importer

The data importer is (are):

The legal entity that has executed the Standard Contractual Clauses as (i) data importer and, (ii) all Affiliates (as defined in the underlying agreement for services between the data importer and data exporter) of the data importer established within the European Economic Area and Switzerland.

Data subjects

The personal data transferred concern the following categories of data subjects:

Data subjects residing in the European Economic Area and Switzerland.

Categories of data

The personal data transferred concern the following categories of data:

- *Business contact details of data exporter employees/contractors and authorized users*
- *Details of a user's interaction with the data importer's systems and with systems for which the data importer provides computing services*
- *Personal data relating to customers, partners, employees, contractors and suppliers of the data exporter, including:*
 - *Name and identification information*
 - *Device and network information*
 - *Information that the data exporter or its users chooses to include in files stored on or routed through data importer's applications*

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

Health related data, social security number or government identification number, bank account details, credit card details and data that can identify a data subject's race, nationality, political opinions, trade union membership, home life, and sexual orientation. For clarity, such special categories of data shall be included only if specified in the Agreement between the importer and exporter.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

Supplier will provide data processing services related to the Services described in the Principal Agreement and any related Statement of Work.

DATA EXPORTER:

DATA IMPORTER:

(eSignature)

(eSignature)

(Name - Title)

(Name – Title)

(Date)

(Date)

EXHIBIT 4 - 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):

Supplier shall comply with the requirements of Article 32 of the GDPR (Security of Personal Data) including specifically the measures specified in Article 32(1). Supplier and each Supplier Affiliate shall, at a minimum, comply with the Citrix technical and organizational security measures specified in https://www.citrix.com/content/dam/citrix/en_us/documents/about/technical-and-organizational-data-security-measures.pdf

AGREED TO AND ACCEPTED BY:

CITRIX:

SUPPLIER:

(eSignature)

(eSignature)

(Name - Title)

(Name - Title)

(Date)

(Date)

EXHIBIT 5 – BRAND COMPLIANCE ANNEX

1. Supplier acknowledges and agrees that, without limitation, all Services and Deliverables provided hereunder (including competitions, promotions, events, websites and marketing materials in any format) shall be subject to and comply with the then-current **Citrix Brand Guidelines**, the **Citrix Trademark & Copyright Guidelines**, the **Citrix Global Communications Policy & Guidelines**, the **Citrix Writing Guide**, the **Citrix Video Policy**, and the **Citrix Social Media Guidelines** (collectively, the “Citrix Brand Guidelines”), which may be amended from time to time without prior notice to Supplier, and which are available upon request and shall be provided to Supplier upon the full execution of the Agreement. Prior to commencing work, Supplier will cause all of its employees, contractors and subcontractors working on the Services and/or Deliverables to review the Citrix Brand Guidelines and duly complete the Citrix Brand training either online (such online information to be provided to Supplier upon request) or by asking Citrix for a specific training session. Training requests must be sent by Supplier to brand@citrix.com
2. Supplier shall be responsible for any and all costs arising out of provision of Services and creation of the Deliverables, including the necessary education and training of their employees, contractors, subcontractors and any other team members to ensure compliance and adherence to the Citrix Brand Guidelines.
3. Unless mutually acknowledged by both parties in writing, all Deliverables are original materials newly created by Supplier for Citrix, and have not previously been presented by Supplier to any third party.
4. Supplier shall secure and properly document all necessary and relevant permissions, licenses, releases and approvals from third parties involved in preparation of the Deliverables, including but not limited to owners of any third party materials and individuals who appear in or are otherwise identified in the Deliverables.
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