

## CITRIX PURCHASE ORDER TERMS AND CONDITIONS ("Terms")

The purchase order, together with these Terms, and any attachments, exhibits or specifications, whether physically attached or incorporated by reference (collectively, the "PO") is between Citrix Systems Inc. or its affiliates, subsidiaries and assignees ("Citrix") and the supplier ("Supplier") as identified on the PO, and is effective upon Supplier's acceptance of the PO, or commencement of performance, whichever is earlier. The PO does not constitute a firm offer within the meaning of Section 2205 of the California Commercial Code, and may be revoked at any time prior to acceptance.

- 1) **Goods, Services and Deliverables.** The PO covers the ordering and purchase of Deliverables, which may include: (a) tangible goods and software ("Goods"); (b) services including without limitation training, installation, configuration, maintenance and support, as identified in the PO ("Services"); and/or (c) intellectual property rights ("IP"), works of authorship, or other work product developed by Supplier for Citrix (collectively, the "Deliverables")

- 2) **Pricing.** Prices shall be as specified in the PO. Supplier shall promptly inform Citrix of all quantity and other discounts, price reductions, and promotions available from Supplier for which Citrix is or may become eligible. Unless otherwise specifically permitted in the PO, there is no additional charge to Citrix for Supplier to perform its obligations or for Citrix to exercise its rights under the PO.

If Citrix will be reliant on Supplier for any supplies of maintenance, training, spare parts, consumables or other goods, rights or services to fully benefit from the Goods, Services or Deliverables ("Follow-On Deliverables"), then Supplier will provide those Follow-On Deliverables or procure them to be provided, for at least 36 months following full performance of the PO, at fair and reasonable prices which take no advantage of Citrix's dependence on Supplier for their supply.

If any Goods, Services and/or Deliverables are not supplied on or by the agreed date, then in addition to any other rights or remedies available, Citrix will be entitled to deduct 1% of the overall PO price for the affected Goods, Services and/or Deliverables, for each week's delay.

- 3) **Packing and Shipment.** Time is of the essence in the performance of the PO. Unless otherwise requested or authorized by Citrix on or before the delivery date, Supplier shall fulfill the PO in one lot. Supplier shall include in its shipment all user manuals, manufacturer warranties, or other materials, if such materials exist, that the manufacturer intended to remain with the Products.

Supplier will comply with any reasonable requirements Citrix may have as regards the packaging and packing of any Goods and/or Deliverables, and as to information to be displayed on packaging or included on dispatch documentation and bills of lading. Subject to that, Supplier will ensure that all packaging, packing, labelling and documentation is such as to ensure full compliance with legal requirements throughout the scheduled delivery process. Supplier must identify all shipments, shipping papers, invoices, and correspondence with the PO number and an itemized list of Goods and/or Deliverables. A packing note quoting the Citrix PO number must accompany each delivery or consignment of Goods and must be displayed prominently.

Shipping terms are D.D.P. Destination, unless otherwise specified on the PO (INCOTERMS 2010). If applicable, Supplier will add only actual freight costs to its invoice to Citrix. Supplier will bear all risk of loss, damage, or destruction to the Goods and/or Deliverables, in whole or in part, occurring before final acceptance by Citrix at the designated delivery location.

- 4) **Acceptance.** Unless otherwise specified in the PO, Citrix shall have thirty (30) days following delivery to inspect any Goods, Services and/or Deliverables.

Supplier may not make substitutions or overshipments without Citrix's prior written authorization. Quantities delivered in excess of that shown in the PO, if rejected, will be returned at Supplier's risk and expense. Any excess quantities that Citrix accepts shall be at the PO price, including any applicable volume discounts to which Citrix may be entitled.

- 5) **Compliance with Citrix procedures.** Supplier shall comply with all relevant Citrix policies, procedures and all relevant laws and regulations, including:

- a) requiring its employees, 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 workplace health and safety, human rights, modern slavery, conflict mineral sourcing, environmental protection, sustainable development, bribery and corruption.
- b) promptly notifying Citrix Global Security Team at [secure@citrix.com](mailto:secure@citrix.com) if Supplier encounters unsafe conditions or workplace hazards in a Citrix owned or leased facility or a Citrix provided and controlled workplace.
- c) acting in a manner consistent with the standards set forth in the Responsible Business Alliance ("RBA") Code of Conduct: <http://www.responsiblebusiness.org/standards/code-of-conduct/>
- d) acting in a manner consistent with the standards set forth in the Citrix Code of Business Conduct ("Code") available at: [www.citrix.com/content/dam/citrix/en\\_us/documents/about/code-of-business-conduct.pdf](http://www.citrix.com/content/dam/citrix/en_us/documents/about/code-of-business-conduct.pdf), which Supplier confirms that it has reviewed and understands.
- e) complying with all relevant data protection laws and regulations, 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](https://www.citrix.com/content/dam/citrix/en_us/documents/about/technical-and-organizational-data-security-measures.pdf).

At the reasonable request of Citrix, Supplier must execute and/or contractually agree with Citrix to comply with laws, model contracts, or industry standards designed to protect employee, customer and relevant third-party data (including, without limitation and if applicable to the data, the EU Standard Contractual Clauses, PCI Standards, HIPAA requirements for business associates, or other similar frameworks).

- f) **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 these terms and conditions if applicable.

- 6) **Invoices.**

- a) Supplier shall submit a proper and accurate invoice, compliant with relevant laws and regulations, to Citrix by the last working day of the month following the month in which Goods, Services and/or Deliverables were provided, unless otherwise specified in the PO. Supplier shall remain responsible for their costs to produce an accurate and undisputed invoice. The parties agree that payments shall be made in the prevailing local currency where the Services were provided unless otherwise specified on the PO.

- b) 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 PO; (iv) Service start and end dates for period invoiced; (v) Citrix name, address and contact details; (vi) Supplier name, address and contact details; (vii) Citrix PO number (viii) Comprehensive breakdown of Goods, Services and Deliverables, as well as shipping charges (ix) Tax Registration number; (x) Tax breakdown including taxable amounts, tax rate and tax amount, e.g. VAT, GST, Sales Tax; (xi) Currency.

- c) Supplier shall invoice Citrix 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](http://www.supplier.ariba.com), and provide their AN registration number to [supplierenablement@citrix.com](mailto:supplierenablement@citrix.com)

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prior to commencing performance under the PO. Supplier accepts any and all fees associated with the designated invoicing platform.

### 7) Payment.

- a) Unless otherwise stated on the PO, after Citrix accepts the Goods, Services or Deliverables, and receives a proper and undisputed invoice via the approved invoicing platform, Citrix will pay via electronic funds transfer to Supplier within the following term, calculated from date of invoice submission: net 60 days with no discount.
- b) 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 the PO.
- c) Citrix will reimburse Supplier for reasonable out-of-pocket expenses incurred in the performance of Services only if specifically authorized on the applicable PO. 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.

### 8) Taxes:

Unless otherwise specified in the Purchase Order, the price for the work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Supplier will, at Citrix's request, break-out from the price all such taxes and other charges, in its invoices. Supplier shall use its best efforts to assist Citrix in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order.

### 9) Change Orders.

Citrix may suspend or terminate Supplier's performance, increase or decrease the ordered quantities, or make changes for Citrix's reasonable business needs by written notice to Supplier ("Change Order"). Unless mutually agreed, a Change Order does not apply to change the Goods and Services timely and fully delivered before the date of the Change Order.

If the change would reduce Supplier's costs, the contract price will reduce to fairly reflect that saving. If any change causes an increase in the cost of, or the time required for, Supplier's performance, an equitable adjustment may be made in the price or delivery schedule or both, if Citrix agrees to such adjustment in writing. Supplier shall implement such changes unless materially burdensome to Supplier.

### 10) Termination.

Citrix may terminate the performance of work under the PO in whole or in part at any time and for any reason, by written notice to Supplier. Upon receipt of such notice, Supplier will, unless otherwise directed, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of the PO and will promptly cancel all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to the PO.

Citrix shall have no liability to Supplier beyond payment of any balance owing for Goods, Services and/or Deliverables purchased under the PO, and delivered to and accepted by Citrix prior to Supplier's receipt of the notice of termination and for work in process required for delivery to Citrix. Within ten (10) days of the effective date of termination of the PO, Supplier shall: (i) Return to Citrix all Confidential Information and Citrix property unless otherwise instructed in writing and (ii) deliver to Citrix upon request any affected Goods and/or Deliverables in progress as of the effective date of termination, and all data and materials related to them. Upon termination, Supplier shall refund to Citrix any prepaid fees within thirty (30) days of the effective termination date.

### 11) Representations and Warranties.

Supplier represents and warrants:

- a) Supplier has full rights and authority to enter into and deliver its obligations according to the PO;
- b) The Goods, Services and/or Deliverables and any Supplier IP or third-Party IP provided to Citrix under the PO:
  - 1) are not governed, in whole or in part, by 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 (i) disclosed or distributed in source code form; (ii) licensed to make derivative works; or (iii) redistributable at no charge;
  - 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;

- c) Supplier's obligations 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;
- d) Goods, Services and/or Deliverables will be provided in accordance with the specifications provided to Supplier by Citrix.
- e) Supplier's performance of obligations 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.
- f) Goods & 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 PO, and shall be fit for their intended use and service.
- g) The Services, the Deliverables and any Supplier IP or third-Party IP provided to Citrix under the PO will not:
  - (1) not infringe any United States patent existing on the Effective Date or any copyright, trade secret or other intellectual property right which is protected under United States or other applicable law in the jurisdiction in which the Services or Deliverables are provided and utilized;
  - (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;
- h) Any Citrix software in Supplier's possession is properly licensed for use.
- i) Supplier will not disclose to Citrix, bring onto Citrix's premises or induce Citrix to use any confidential or proprietary information that belongs to anyone other than Citrix or Supplier which is not covered by a non-disclosure agreement between Citrix and Supplier.
- j) Supplier will not use or disclose any information that may identify an individual (ie, personal data) that is processed for or on behalf of Citrix, except to the extent necessary to perform under the PO.

If any element of the Goods, Services or Deliverables do not conform to the foregoing warranties, Citrix shall notify Supplier in writing of such nonconformance, Supplier shall re-perform such element in a manner that does conform. Citrix, at its sole option, may terminate the PO by written notice hereunder and Supplier will provide a refund of all fees paid related to the nonconforming Goods, Services or Deliverables.

### 12) Indemnification by Supplier.

Supplier will defend, indemnify and hold harmless Citrix and its affiliates against all claims, demands, loss, costs, damages, and actions for (a) actual or alleged infringements of any third party IP or other proprietary rights, which arise from the Goods and Services provided under the PO, (b) any claim that, if true, would constitute a breach of Section 13 or any Supplier warranty contained herein, (c) any act or omission of or failure to comply with applicable laws, rules or regulations by Supplier or Supplier's agents, employees, or subcontractors, (d) any breach of confidentiality obligations, (e) the negligent or willful acts or omissions of Supplier or its subcontractors, which results in any bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property, and (f) any claims of its employees, affiliated companies or subcontractors regardless of the basis, including, but not limited to, the payment of settlements, judgments, and reasonable attorneys' fees.

### 13) Intellectual Property.

Each Party will own and retain all rights to its pre-existing IP and any IP developed outside of the Goods, Services and/or Deliverables provided under the PO.

#### a) Supplier's use of Citrix Materials.

- 1) Citrix grants Supplier a nonexclusive, revocable license to copy, use and distribute any Citrix tangible or intangible materials provided by or on behalf of Citrix to Supplier ("Citrix Materials") only to the extent necessary to perform its obligations under the PO. 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.
- 2) 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 these Terms.

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- 3) Supplier will take all reasonable precautions to protect and ensure against loss or damage, theft, or disappearance of the Citrix Materials.
  - 4) 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 full performance or termination of the PO. Supplier will promptly return any Citrix Materials on request or termination of Supplier's license.
  - 5) Supplier will not modify, reverse engineer, decompile, or disassemble Citrix Materials except as allowed by Citrix to perform its obligations under the PO;
  - 6) Supplier will leave in place, and not alter or obscure, all proprietary notices and licenses contained in Citrix Materials;
  - 7) Citrix is not obligated to provide technical support, maintenance, or updates for Citrix Materials;
  - 8) All Citrix Materials are provided "as-is" without warranty of any kind; and
  - 9) Supplier assumes the risk of loss, damage, unauthorized access or use, or theft or disappearance of Citrix Materials in Supplier's (or its subcontractors') care, custody, or control.
- b) *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.
- c) *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.
  - 5) 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 this Section 13
- d) *Ownership of Deliverables.* Citrix will own all Deliverables, including all IP rights, all media in any format and other tangible materials created by Supplier while delivering the Services. Any Supplier work which a written and customized product or report related to, or to be used in, a Deliverable is regarded as IP. If Deliverables do not qualify as a "work made for hire" as that term is defined under U.S.A. copyright laws, Supplier assigns to Citrix all right, title and interest in and to the Deliverables, including all IP rights. Supplier waives all moral rights in the Deliverables.
- e) *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 13. To the extent Supplier may be deemed the author of any portion of the Services and/or Deliverables, Supplier:
- 1) Expressly waives all copyrights, including the right to be named as originator of any Services or Deliverables,
  - 2) 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
  - 3) 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.

- 4) 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.
  - 5) The provisions of this Section shall survive any termination or expiration of the PO.
- 14) **Confidentiality.** During the term of the PO, and for (five) 5 years after termination or expiration of the PO, 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 Confidential Information. The term "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. Confidential Information includes, but is not limited to information relating to: a) released or unreleased Citrix software or hardware products, technical processes and formulas; b) Citrix source code; c) marketing or promotion of any Citrix product; d) Citrix business operations, processes, policies, practices, procedures e) customer, partner or supplier data of Citrix; f) information received from others that Citrix must treat as confidential; g) information concerning employees, finances, projects, plans, activities; h) research and development, system design; i) the existence and terms of the PO; j) Citrix Materials and k) information provided by Citrix under the PO or obtained or created by Supplier while providing the Services and/or Deliverables. If Supplier has questions regarding what comprises Confidential Information, Supplier will consult Citrix. 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: was already known to Supplier prior to its first disclosure hereunder with no obligation to keep it confidential; has become generally known to the public through no fault of Supplier; or 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). 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 carry out Supplier's obligations under the PO. 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 PO 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 PO.
- 15) **Notices.** Any written notice under these Terms will be deemed to have been sufficiently served if delivered by overnight mail, courier, electronic transaction platform (such as the Ariba Network) or if sent by e-mail (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by that e-mail route). Notices will be sent to the contact details provided on the PO.
- 16) **No Waiver.** No course of dealing, course of performance, delay or failure of Citrix to enforce strictly any PO provision is to be construed as a waiver of that provision, or any other right or remedy.
- 17) **Publicity and Use of Trademarks.** 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 the PO, without Citrix prior written consent. 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

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Marks"), in any manner without Citrix's prior written consent. If granted permission to use Citrix Marks in relation to the provision of Goods, Services and/or Deliverables under the PO, according to the terms of this Section, Supplier will comply with Trademark & Copyright Guidelines as updated from time to time, available at <https://www.citrix.com/about/legal/brand-guidelines.html>.

- 18) **Independent Contractor.** Supplier shall perform its obligations under the PO 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. The parties agree that nothing contained in the PO will be construed as creating an exclusive relationship between the parties, and nothing in the PO will prevent either Supplier or Citrix from entering into agreements with third parties for the provision of the same or similar Goods, Services and/or Deliverables.

All persons employed by Supplier or its authorized subcontractors shall be agents or employees of Supplier, and neither Supplier nor any such agents or employees shall be deemed to be employees of Citrix for any purpose whatsoever.

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 the PO. 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 PO and shall keep Citrix free of all liens and claims.

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 Supplier's obligations under the PO.

- (a) **Assignment.** No right or obligation under the PO (including the right to receive monies due) will be assigned without the prior written consent of Citrix. Supplier will not subcontract any Services to any third party without prior written consent from Citrix. Any assignment or subcontract without such consent will be void. Citrix may assign its rights under the PO.

- 19) **Insolvency, Loss of Profits, Damages.** The insolvency or adjudication of bankruptcy, filing a voluntary petition in bankruptcy, or making an assignment for the benefit of creditors by either party will be a material breach of the PO. For the PO, "insolvency" means either (a) the party's liabilities exceed its assets, each fairly stated, or (b) the party's failure to pay its business obligations on a timely basis in the regular course of business.

- 20) **Limitation of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS STATED IN SECTION 12, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, WHICH ARISE OUT OF THE PO, REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. NOTHING IN THE PO LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

- 21) **Insurance.**

a) **General.** Supplier will purchase and maintain sufficient insurance coverage to meet obligations created by the PO 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 that the Supplier's obligations under the PO create 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 the PO; 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 12 (Indemnification by Supplier).
- 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 PO creates risks generally covered by these insurance policies. The policy will:
- 1) Have 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 Supplier's obligations 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 the PO 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

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compensation, within ten (10) business days after the Effective Date of the PO.

- 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 21(a) and 21(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 THE PO.

- 22) **Audit**. During the term of the PO and for five (5) years hereafter, 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 Goods, Services and/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.

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 the PO, including but not limited to privacy or security requirements, and other Citrix software licensing requirements (the "Audit"). 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.

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 the PO, or discrepancy of two percent (2%) or more between the amounts billed to Citrix and amounts detailed in the pricing and fees under the PO, 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 the PO, Supplier agrees to use reasonable efforts to promptly update such business practices to Citrix reasonable satisfaction.

- 23) **Governing Law, Jurisdiction & Venue**. For any suit or proceeding to enforce the provisions of the PO, the parties consent to the governing law, jurisdiction and venue applicable to the domicile of the Citrix legal entity named on the PO (and without giving effect to conflict of law principles) as set forth at [https://www.citrix.com/content/dam/citrix/en\\_us/documents/off-site/gov-law-jurisdiction-citrix-agreements-suppliers.pdf](https://www.citrix.com/content/dam/citrix/en_us/documents/off-site/gov-law-jurisdiction-citrix-agreements-suppliers.pdf). If either Party employs attorneys to enforce any rights arising out of or relating to the PO, 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.
- 24) **Severability**. If any term or other provision of the PO, 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 the PO.

- 25) **Survival**. The expiration or termination of the PO shall not terminate vested rights of either party from any liabilities or obligations incurred under the PO 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.

- 26) **Supremacy**. Any preprinted terms and conditions on a quotation, order acknowledgement, invoice, or similar document which conflict with the terms of the PO are deemed superseded by the PO. Licensing terms, which may accompany Products, will supplement the terms of the PO where the terms do not conflict.

If Supplier and Citrix have a "mutually executed" written agreement in place for the provision of Goods, Services and/or Deliverables to Citrix, such agreement supersedes the PO to the extent of any conflict between such agreement and the PO.

If multiple agreements with similar or contradictory provisions could apply to the PO, the parties agree the terms most favorable to Citrix will apply, unless the result would be unreasonable, unconscionable or prohibited by law.

- 27) **Rights of Third Parties**. Nothing in the PO will confer any right, remedy, or obligation upon anyone other than Citrix and Supplier.