

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.
- 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 regarding 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.

Supplier agrees to comply with all applicable export control and import laws and regulations and economic sanctions including, but not limited to, the U.S. Export Administration Regulations (EAR, 15 C.F.R. Parts 730-774), regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC, 31 C.F.R. § 500, et seq.), and any applicable customs requirements. Supplier also agrees to obtain any necessary licenses, permits, or other authorizations for the export, re-export, import, or other transfer of the Goods and Deliverables.

Supplier represents and warrants that neither it nor its employees, board members, consultants, affiliates, suppliers, manufacturers, or subcontractors engaging in activities under the Terms are subject to U.S. sanctions or other export restrictions, including, but not limited to, being (i) identified on or in the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List; the U.S. Department of State's Non-Proliferation Sanctions Determinations; or the U.S. Department of the Treasury's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List; (ii) directly or indirectly 50 percent (50%) or more owned, in the aggregate, by individuals/entities sanctioned by OFAC; or (iii) located in a country/region subject to U.S. embargo or sanctions. Supplier is required to immediately notify Citrix in writing if there is any change that impacts the accuracy of this representation and warranty. As part of any proposal or sale to Citrix or upon Citrix's request, Supplier also agrees to provide Citrix with the applicable Export

Control Classification Number (ECCN), EAR99 designation, or other export classification information, as well as the Harmonized Tariff Schedule (HTS) code, Harmonized System (HS) Code, and Schedule B number for any Goods and Deliverables procured or to be procured by Citrix.

- 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 Policies and Applicable Laws.** Supplier shall comply with all relevant Citrix policies and procedures, as well as 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, anti-bribery, and anti-corruption.
 - b) promptly notifying the Citrix Global Security Team at 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 Citrix Supplier/Partner Code of Business Conduct ("Code") available at: https://www.citrix.com/content/dam/citrix/en_us/documents/about/supplier-partner-code-of-business-conduct.pdf, which Supplier confirms that it has reviewed and understands.
 - d) protecting Citrix Confidential Information in compliance with the Citrix Supplier Security Standards, available at https://www.citrix.com/content/dam/citrix/en_us/documents/about/citrix-supplier-security-standards.pdf, in effect when performing the Services. If Supplier accesses any Citrix facilities, Supplier will comply with all Citrix physical security policies provided to Supplier by Citrix.
 - e) complying with all requirements contained in the version of the Citrix Supplier Data Processing Addendum ("DPA") in effect on the date of the PO when Processing Personal Information is in the scope of Services. The DPA (including prior versions) is available at <https://www.citrix.com/about/suppliers.html>. At Citrix's reasonable request, Supplier will either (i) execute and/or contractually agree with Citrix to terms designed to enable compliance with additional specific laws or industry standards that may be applicable to the handling of Personal Information (including, without limitation and if applicable to the data and the Services, PCI requirements, HIPAA requirements for business associates, international data transfer requirements or other similar frameworks), or (ii) allow Citrix to terminate the PO immediately in part or in full in accordance with these Terms.
 - f) abiding 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.
- 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 in the PO.
 - b) Invoices shall include at a minimum: (i) the word INVOICE or CREDIT;

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- (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); and (xi) currency.
- c) Supplier shall invoice Citrix via the "Ariba Network" ("AN"), or another platform if designated by Citrix. Unless Citrix designates another platform, Supplier will register on AN at www.supplier.ariba.com, and provide its AN registration number to supplierenablement@citrix.com 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 sixty (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 PO, 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 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. Supplier will also, unless otherwise directed, 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 that:
- a) Supplier has full and unrestricted rights, authority, and ability 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 an Excluded License. An "Exclusive 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: (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) Goods & Deliverables will be: (i) of good and merchantable quality and free from defects in design, material, and workmanship; (ii) safe and in compliance with the specifications set forth in the PO; and (iii) fit for their intended use and service.
- f) the Services, Deliverables and any Supplier IP or third-Party IP provided to Citrix under the PO will not:
- (1) infringe any United States patent existing on the Effective Date or any copyright, trade secret, or other IP right which is protected under U.S. 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;
- g) any Citrix software in Supplier's possession is properly licensed for use.
- h) 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.
- i) Supplier will not use or disclose any information that may identify an individual (i.e., Personal Information as defined in the DPA) that is processed for or on behalf of Citrix, except to the extent necessary to perform its obligations 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, and 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, its affiliates, and their respective successors, directors, officers, employees, and agents against all third-party claims, demands, actions or proceedings for costs, damages, and liability to the extent that such claims arise out of: for (i) any violation of any third-party patent, copyright, or other proprietary rights resulting from Supplier's performance of Services or Citrix's use of Goods, Deliverables, or Services provided under the PO; (ii) any action instituted by Supplier personnel against Citrix for wages, fringe benefits, other compensation, or similar claims under applicable law, and any claims challenging Supplier's right to dismiss its personnel, unless resulting from the negligent or willful acts of Citrix or Supplier's compliance with the express instructions of Citrix; and (iii) any grossly negligent acts or omissions, or willful misconduct of Supplier or its subcontractors resulting in any bodily injury or death to any person, or the loss, disappearance, or damage to tangible property. In the event of a third-party claim to which the Citrix is entitled to indemnification, Citrix will provide notice to Supplier. Citrix will be entitled, if it so elects, to retain control of the defense, settlement, and investigation of any indemnification claim and to employ and engage attorneys at reasonable expense to handle and defend the same, at Supplier's sole cost. If 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 Citrix to handle, and defend the same, at Supplier's sole cost. Citrix will cooperate in all reasonable respects, at Supplier's cost

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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 that imposes obligations directly on Citrix without Citrix's prior written consent. Citrix may also, at its own cost, participate in such investigation, trial, and defense of any third-party claim and related appeals.

13) **Intellectual Property.** Each Party owns and retains 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 approved subcontractors.
- 2) If the Citrix Materials come with a separate license, the terms of that license will apply and control in the case of conflict with these Terms.
- 3) Citrix may revoke the license to Citrix Materials at any time. 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.
- 4) Supplier will not modify, reverse engineer, decompile, or disassemble Citrix Materials except as allowed by Citrix to perform its obligations under the PO.
- 5) Supplier will leave in place, and not alter or obscure, all proprietary notices and licenses contained in Citrix Materials.
- 6) Citrix is not obligated to provide technical support, maintenance, or updates for Citrix Materials.
- 7) All Citrix Materials are provided "as-is" without warranty of any kind.
- 8) 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 Supplier and/or Third-Party 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 (as stated above) or Supplier IP is incorporated into any Deliverable without Citrix's permission, then Supplier grants Citrix a worldwide, nonexclusive, perpetual, irrevocable, royalty-free 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, broadcast, transmit, distribute, license, make, have made, sell, offer to sell, import, export, rent, lease, dispose of, 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 represents and warrants that it has all necessary rights in such third-party IP to make the grant of rights provided in this Section 13(c).

d) *Ownership of Deliverables.* Supplier agrees that all Deliverables developed or created under the PO, including Deliverables that are derivative works of Supplier IP, will be deemed a "work made for hire" as that term is defined under U.S. 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 IP rights, ideas, improvements, and inventions developed, 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

IP, ideas, improvements, and inventions as outlined in this Section 13(d) subject to: (i) Supplier's retention of its rights in pre-existing IP and (ii) any third party's retention of its rights in any third-party IP licensed to Citrix under Section 13(c). Supplier further agrees that except for Supplier's rights in Supplier IP and third parties' rights in any third-party IP, Citrix is and shall be vested with all rights, title, and interests including patent, copyright, and trade secret and trademark rights in the Deliverables. To the extent any Deliverables do not qualify as a work made for hire, Supplier hereby assigns all right, title, and interest in and to the Deliverables, including all IP rights, subject to Supplier's rights in any Supplier IP and third parties' rights in any Third-Party IP, to Citrix. Supplier waives, and agrees not to assert, any moral rights that may exist in the Deliverables. 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 as stipulated in the PO. All Deliverables and other IP developed under the PO are Confidential Information. Upon termination of the PO, Supplier shall deliver to Citrix all copies of any records, notes, computer files, drawings, or other documentation.

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, its employees, contractors, subcontractors, or affiliates, either solely or in collaboration with others, in connection with the development or creation of Deliverables. 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.

e) *Assignment and Grant of Rights.* Supplier shall have in place agreements with employees, contractors, subcontractors, and affiliates 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 IP 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 IP rights in Citrix's 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.

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.

The provisions of this Section 13 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, each party will hold the other party's Confidential Information in confidence. "Confidential Information" means all nonpublic information that the disclosing party designates, either in writing or orally, as being confidential, or which under the circumstances of disclosure ought to be treated as confidential or is of such a nature that a reasonable person would understand it to be confidential. Confidential Information includes, but is not limited to information relating to: (i) unreleased hardware or software, technical processes, and formulas; (ii) sales and marketing plans or information; (iii) proprietary business processes; (iv) customer or Supplier lists; (v) employee and financial information; (vi) Personal Information; (vii)

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system designs and planning; (viii) future business plans; (ix) the existence and terms of the PO; (x) correspondence between the parties, and (xi) information related to the Services.

Confidential Information shall not include information that: (i) is already known to the receiving party 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 the receiving party; or (iii) is required by law to be disclosed (in which case the receiving party shall notify the disclosing party unless prohibited by law and provide the disclosing party with a reasonable opportunity to seek a protective order maintaining confidentiality). If Supplier has questions regarding what comprises Citrix Confidential Information, Supplier will consult Citrix.

Supplier shall use Citrix Confidential Information only for the purposes of and to the minimum extent necessary for performing the Services. Supplier shall not disclose Citrix Confidential Information to a third party without the third party’s prior agreement to confidentiality terms consistent with this PO. Upon Citrix written request, Supplier agrees to deliver to Citrix, or if not practicable, destroy all Citrix 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 in 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 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, 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. 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 the Citrix Trademark 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. 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 solely responsible for all wages, benefits (including fringe benefits), payroll taxes, insurance (including medical coverage), work schedules, and work conditions at its facilities regarding its employees, contractors, and subcontractors, or other resources performing Services under the PO, and in no event shall such individuals be entitled to any benefits provided by Citrix to its employees. Citrix will make no deductions from any of the payments due to Supplier hereunder for any tax purposes. Supplier will pay its resources performing Services under this Agreement 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 related to all such individuals.
- 19) **Assignment.** Neither party may sell, transfer, pledge, assign, or encumber the PO or any right, or delegate any duty or obligation under the PO, in whole or in part, by assignment or operation of law, without the prior written consent of the other party. Consent shall not be unreasonably withheld by either party provided, however, that Citrix may assign the PO, in whole or in part, or any or all of its rights or obligations hereunder, without obtaining

Supplier’s written consent to: (i) 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; (ii) any present or future Citrix affiliate; and/or; (iii) any person or entity in connection with the sale, disposition, or other transfer of that part of Citrix’s business to which the PO relates.

- 20) **Uses of Subcontractors.** Supplier will not subcontract any Services to any third party without prior written consent from Citrix. If Supplier utilizes any subcontractor, Supplier will: (i) remain obligated under the PO for performing the Services; (ii) be responsible for subcontractor’s performance of Services in accordance with and in compliance with the terms and conditions of the PO; and (iii) pay all amounts due to subcontractor.
- 21) **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.
- 22) **Limitation of Liability.** EXCEPT FOR A PARTY’S BREACH OF SECTION 13 (INTELLECTUAL PROPERTY), SECTION 14 (CONFIDENTIALITY), AND DATA PROTECTION AND SECURITY OBLIGATIONS, A PARTY’S OBLIGATIONS UNDER SECTION 8 (INDEMINIFICATION), AND FOR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (i) 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, OR (ii) DIRECT DAMAGES IN AN AMOUNT EXCEEDING THE GREATER OF \$2 MILLION US OR THE EQUIVALENT IN LOCAL CURRENCY, OR TWICE THE ACTUAL FEES PAID OR PAYABLE BY CITRIX IN THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.
- 23) **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 expense at least the following insurance coverage to meet its obligations (or the equivalent limits in applicable local currency) to the extent the PO 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 or the equivalent in local currency per occurrence with combined single limits of not less than \$1,000,000 US or the equivalent in local currency 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. Coverage must be primary and non-contributory with respect to any insurance or self-insurance programs maintained by Citrix.
 - 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 per occurrence. 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.

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- 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 Supplier 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).
- 6) *Umbrella/excess liability*. In the event that Supplier cannot meet the minimum requirements for general/public and automobile liability specified above, then Supplier shall purchase and maintain umbrella/excess liability policies with minimum limits of \$5,000,000 US (or the equivalent limits in applicable local currency) per occurrence. Coverage must be primary with respect to any insurance or self-insurance programs maintained by Citrix.
- 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 with 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, The policy will:
 - 1) Have a combined single limit of not less than \$5,000,000 US per claim or the equivalent in local currency, and \$5,000,000 US or the equivalent in local currency in policy aggregate if Supplier has no access to Citrix systems and does not provide cloud services involving Citrix Confidential Information;
 - 2) Have a combined single limit of not less than \$10,000,000 US per claim or the equivalent in local currency, and \$10,000,000 US or the equivalent in local currency in policy aggregate if Supplier has access to Citrix systems and does provide cloud services involving Citrix Confidential Information;
 - 3) Cover any and all errors, omissions, or negligent acts in the delivery of products and Services under the PO and include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, failure of security, ID theft, invasion of privacy, damage/loss/theft of data, wrongful disclosure of information, degradation, downtime, etc., as well as notification costs and regulatory defense) and IP infringement, such as copyrights, trademarks, service marks and trade dress (except for patent and trade secret);
 - 4) Contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the product or rendered services provided; and
 - 5) Have a retroactive coverage date no later than the date of the PO. Such insurance shall be maintained in force at all times during the term of the agreement. 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 fulfillment, termination, or expiration of the PO.
- b) Supplier shall ensure that:
 - 1) Upon request, Supplier will 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 the PO;
 - 2) Policies will be placed with a company rated not less than A in the A.M. Best Rating Guide;
 - 3) The insurance policies listed above will contain a waiver of subrogation against Citrix and its affiliates;
- 4) The Professional Liability policy will name Citrix and its affiliates and assignees as additional insureds, and
- 5) All policies will contain a provision requiring at least thirty (30) days' prior written notice to Citrix of any cancellation, modification, or non-renewal.
- c) *Deductible*. Unless agreed to otherwise in writing by the parties, for all lines of coverage listed above, 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.
- 24) **Reports, Records, and Audits**. 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. During the Term and for five (5) years thereafter, Supplier will keep all usual and proper records and books of account, documents, invoices, receipts, financial statements, and all quality and performance reports related to the performance of Services at its principal place of business ("Supplier Records"). During the period described in this Section 24 (Reports, Records, and Audits), Citrix may perform Audits (as defined below) to ensure Supplier's compliance with obligations relating to payment, data protection (as specified in the DPA), and security (as specified in the Citrix Supplier Security Standards), as well as Supplier's compliance with applicable laws (including anti-corruption laws). These audits may include a review of Supplier Records and/or an inspection of Supplier facilities and business practices related to Supplier's performance of Services and Deliverables and/or making relevant employees available to Citrix or the auditor (the "Audit"). Audits 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 during normal business hours in such a manner as to not unreasonably interfere with or disrupt Supplier's normal business operations. Supplier will provide reasonable access to the relevant Supplier Records, facilities, business practices, employees, and contracts related to the provision of Services. Supplier shall cooperate fully with Citrix in any Audit. If an Audit reveals any noncompliance with the PO, Supplier agrees to promptly correct any noncompliance. If an Audit reveals overpayment, Supplier agrees to refund any overpayments. Furthermore, if Supplier overcharged Citrix by five percent (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 expenses incurred conducting the Audit. Citrix may exercise its rights under this provision at any time if it in good faith believes that Supplier or its representatives may have violated the terms of the PO.
- 25) **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. Notwithstanding these provisions, either Party may seek injunctive relief in any court of competent jurisdiction to protect its IP rights.
- 26) **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.
- 27) **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.
- 28) **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

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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.

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