

Master Software License Agreement

This is a Master Software License Agreement (“Agreement”) between the State of Oregon by and through the Department of Administrative Services (“State”), on behalf of state agency purchasers in Oregon (individually, a “Purchaser” and collectively, “Purchasers”) and Citrix Systems, Inc., a Delaware corporation registered to do business in Oregon, for the purchase of the Citrix product (hereinafter “Product”) and maintenance (hereinafter “Maintenance”). For clarity, consulting services and Cloud products are not covered under this Agreement.

THE PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. Nothing contained in any purchase order or any other document submitted or referenced by either party shall in any way modify or add to the terms and conditions contained in this Agreement.

1. PRODUCT LICENSES

a. End User Licenses. The software in a software Product and the software installed in an appliance Product are made available by Citrix under the license models identified in Exhibit A. (The terms of this Agreement control over any other contrary or inconsistent terms in the exhibits.) Any experimental features delivered with such software will be identified and are licensed only for internal testing purposes. “Software” means a Citrix proprietary and/or open source software program in object code form licensed hereunder. “Appliance” means a hardware appliance with installed Software. Purchaser’s licenses to software in a software or appliance Product will be activated by license keys that allow use of the Product in increments defined by the license model purchased (“License Keys”). License Keys for other Citrix products or other editions of the same Product may not be used to increase the allowable use for Purchaser’s edition of the Product.

Citrix software products are covered by this Agreement except to the extent a state agency has licensed software and has entered into a separate licensing agreement with Citrix that has been approved for legal sufficiency by the Oregon Department of Justice and accepted by Citrix.

b. Open Source Licenses. Notwithstanding anything set forth in this Agreement or at the referenced website, Purchaser’s use of Open Source Software shall in all ways be exclusively governed by the open source license indicated as applicable to the code in Exhibit B. “Open Source Software” means those portions of the Product that are made available by Citrix under an open source license (e.g., a version of a GNU General Public License, BSD or a license similar to those approved by the Open Source Initiative (<http://opensource.org>)).

c. Partner Demo. If the Product is labeled “Partner Demo,” notwithstanding any term to the contrary in this Agreement, Purchaser’s license permits use only if Purchaser is a current Citrix authorized distributor or reseller, and then only for demonstration, test, or evaluation purposes in support of Purchaser’s end-user customers, and not for any other purpose, including without limitation customer training or production purposes. Note that a Partner Demo Product may disable itself upon the expiration of the License Key. In no event may a Partner Demo Product be used beyond expiration.

d. Evaluation. If the Product is labeled “Evaluation,” notwithstanding any term to the contrary in this Agreement, Purchaser’s license permits use only if Purchaser is an end-user customer and then only for Purchaser’s internal demonstration, test, or evaluation purposes, and not for any other purpose, including without limitation production purposes. Purchaser’s license is for ninety (90) days with NO RIGHT TO MAINTENANCE, LIMITED WARRANTY OR INFRINGEMENT

INDEMNIFICATION. Note that an Evaluation Product may disable itself upon the expiration of the License Key. In no event may an Evaluation Product be used beyond expiration.

e. **Archive Copy.** Purchaser may make 1 copy of the Product in machine-readable form solely for back-up and/or disaster recovery purposes, provided that Purchaser reproduce all proprietary notices on the copy.

2.MAINTENANCE

The Maintenance plan applicable to a Product, and plan entitlements and requirements, are identified and explained at Exhibit A. Maintenance may be required at the time of Product purchase and may need to be purchased separately.

Unless provided otherwise in a purchase order or contract, maintenance begins on the date the License Keys for the Product are made available to Purchaser by email. Maintenance is available for an initial one (1) year term and may be extended by Purchaser's purchase of available annual renewals (the "Maintenance Term").

Updates. During the initial or a renewal Maintenance Term, Citrix will make any Updates for the Product covered by the plan available to Purchaser. An "Update" shall mean a generally available release of the same edition of the same Product which Citrix makes available from time to time. Updates shall be considered to be a part of the Product and subject to the terms of this Agreement, except that Updates are not covered by the Limited Warranty applicable to the Product, to the extent permitted by applicable law.

Purchaser acknowledges that Citrix may develop and market new or different computer programs or editions of the Product that use portions of a Product and that perform all or part of the functions performed by a Product. Nothing contained in this Agreement shall give Purchaser any rights with respect to such new or different computer programs or editions.

The maintenance plan may be purchased for the Product until it is no longer offered in accordance with the applicable Citrix Product Support Lifecycle Policy in Exhibit C. Unless otherwise agreed, Purchaser also acknowledges that Citrix is not obligated to make any Updates available. Any deliveries of Updates shall be electronic. The plan may include technical support if stated in Exhibit C. The maintenance plan Purchaser purchases determines Purchaser's entitlement to maintenance services.

Citrix' provision of technical support is predicated upon the following responsibilities being fulfilled by Purchaser:

- (i) Purchaser will designate a Customer Support Manager ("CSM") who will be the primary administrative contact.
- (ii) Purchaser agrees to perform reasonable problem determination activities and to perform reasonable problem resolution activities as suggested by Citrix.
- (iii) Purchaser is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and for reconstructing any lost or altered files resulting from catastrophic failures.
- (iv) Purchaser is responsible for installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware at Purchaser's site and providing Citrix with access to Purchaser facilities, upon Citrix's compliance with security policies and

procedures designed to protect confidential information of Purchaser in Citrix's possession, as required to operate the Product and permitting Citrix to perform the service; and

- (v) Purchaser is required to implement all currently available and applicable hotfixes, hotfix rollup packs, and service packs or their equivalent to the Product in a timely manner.

Citrix is not required to provide any technical support for problems arising out of:

- (i) Purchaser's or any third party's alterations or additions to the Product, operating system or environment.
- (ii) Citrix provided alterations or additions to the Product that do not address Errors or Defects;
- (iii) any functionality not defined in the user documentation published by Citrix and included with the Product (hereinafter "Documentation");
- (iv) use of the Product on a processor or peripherals other than the processor and peripherals defined in the Documentation; and
- (v) any Product that has reached end-of-life.

An "Error" is defined as a failure in the Product to materially conform to the functionality defined in the documentation. A "Defect" is defined as a failure in the Product to conform to the specifications in the documentation.

In situations where Citrix cannot provide a satisfactory resolution to Purchaser's critical problem through normal technical support methods, Citrix may engage its product development team to create a private fix. Private fixes are designed to address Purchaser's specific situation and may not be distributed by Purchaser outside Purchaser's organization without written consent from Citrix. Citrix retains all right, title, and interest in and to all private fixes.

Any hotfixes or private fixes are not provided as the Product under the terms of this Agreement and they are not covered by the Limited Warranty or Infringement Indemnification applicable to the Product, to the extent permitted by applicable law.

3. DESCRIPTION OF OTHER RIGHTS, LIMITATIONS, AND OBLIGATIONS

Purchaser may not transfer, rent, timeshare, grant rights in or lease the Product except to the extent such foregoing restriction is prohibited by applicable mandatory law. If Purchaser purchased or otherwise received replacement License Keys as part of a Product upgrade or otherwise and such replacement is a condition of the transaction, Purchaser agrees to destroy the original License Keys and retain no copies after installation of the new License Keys and Product. Purchaser shall provide the serial numbers of the original License Keys and corresponding replacement License Keys to Citrix for tracking purposes.

Purchaser may not modify, translate, reverse engineer, decompile, disassemble, create derivative works based on or copy the Product, except as expressly licensed in this Agreement, or to the extent such foregoing restriction is expressly prohibited by applicable mandatory law. Purchaser may not remove any proprietary notices, labels, or marks on the Product. To the extent permitted by applicable law, Purchaser agrees to allow Citrix to audit Purchaser's compliance with the terms of this

Agreement upon prior written notice and during normal business hours. Purchaser will reasonably cooperate with Citrix and the auditor and will, without prejudice to other rights of Citrix, address any non-compliance identified by the audit, including, but not limited to, paying any fees owed as set forth in this Agreement. Notwithstanding the foregoing, this Agreement shall not prevent or restrict Purchaser from exercising additional or different rights to any portions of the Product that are Open Source Software.

Note that a Product may be provided with identified experimental features which are not part of the Product and which are not covered by Maintenance and the Limited Warranty. Such features are offered as-is and may never become part of the Product or any Citrix commercial product. Citrix makes no representations or certifications with respect to experimental features.

ALL RIGHTS IN THE PRODUCT NOT EXPRESSLY GRANTED ARE RESERVED BY CITRIX OR ITS LICENSORS. Citrix and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the Product, including any adaptations, modifications, translations, derivative works or copies and any relating to the design, manufacture, or operation of the same.

4. INFRINGEMENT INDEMNIFICATION.

In the event of any claim, suit, or proceeding brought against Purchaser based on an allegation that a Product or experimental features hereunder (excluding Open Source Software unless stated in Exhibit B) infringes upon any patent, copyright or trade secret of any third party ("Infringement Claim"), Citrix shall defend, or at its option, settle such Infringement Claim, and shall pay all costs (including attorney's fees) associated with the defense of such Infringement Claim, and all damages finally awarded or settlements undertaken by Citrix in resolution of such Infringement Claim, provided you: promptly notify Citrix in writing of notification or discovery of an Infringement Claim such that Citrix is not prejudiced by any delay in such notification; give Citrix sole control over the defense or settlement of the Infringement Claim; and provide reasonable assistance in the defense of the same. Following notice of an Infringement Claim, or if Citrix believes such a claim is likely, Citrix may at its sole expense and option:

- (i) procure for Purchaser the right to continue to use the alleged infringing Product or experimental feature;
- (ii) replace or modify the Product or experimental feature to make it non-infringing; or
- (iii) accept return of the Product or experimental feature and, for the Product, provide Purchaser with a prorated refund using a three (3) year straight line depreciation basis.

Citrix assumes no liability for any Infringement Claims or allegations of infringement based on:

- (i) Purchaser's use of any Product or experimental feature after notice from Citrix that Purchaser should cease use of such Product or experimental feature due to an Infringement Claim;
- (ii) any modification of the Product or experimental feature by Purchaser or at Purchaser's direction; or
- (iii) Purchaser's combination of the Product or experimental feature with non-Citrix hardware, software, services, data or other content or materials if such Infringement Claim would have been avoided by the use of the Product or experimental feature alone.

THE FOREGOING STATES PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO

ANY INFRINGEMENT CLAIM OR ALLEGATION OF INFRINGEMENT.**5.LIMITED WARRANTY AND DISCLAIMER**

Citrix warrants that for a period of ninety (90) days from the date of delivery of the License Keys to Purchaser, the software in a software or appliance Product will perform substantially in accordance with the Product's documentation published by Citrix and included with the Product. Citrix warrants that for a period of one (1) year from delivery of the License Keys, the hardware in an appliance Product, will be free from defects in material and workmanship in normal use. This hardware warranty does not cover any of the following: (1) improper installation, maintenance, adjustment, repair or modification by Purchaser or a third party; (2) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (3) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, other irregularities or water damage; (4) third party software or software drivers; or (5) damage to hardware during shipment of an appliance Product. Citrix and its licensors' and suppliers' ("Suppliers'") entire liability and Purchaser's exclusive remedy under this warranty (which is subject to Purchaser return of the Product to Citrix or an authorized reseller) will be, at the option of Citrix and subject to applicable law, to replace the Product or to refund the purchase price and terminate Purchaser's license to the Product. This limited warranty does not cover any modification of the Product by Purchaser. Citrix will provide maintenance (including technical support if purchased) in a professional and workmanlike manner, but Citrix cannot guarantee that every question or problem raised by Purchaser will be resolved or resolved in a certain amount of time. Citrix does not warrant in any form the results or achievements of the Product, technical support, or related deliverables. With respect to technical support, Citrix' and its suppliers' entire liability and Purchaser's exclusive remedy under this warranty is re-performance of the services.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY, CITRIX AND ITS SUPPLIERS MAKE AND PURCHASER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO THE PRODUCT, ANY EXPERIMENTAL FEATURES, MAINTENANCE AND ANY OTHER SOFTWARE OR SERVICE DELIVERED HEREUNDER, ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCT, HARDWARE, AND MAINTENANCE ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. PURCHASER ASSUMES THE RESPONSIBILITY FOR THEIR SELECTION OF THE PRODUCT AND HARDWARE TO ACHIEVE PURCHASER'S INTENDED RESULTS, AND FOR THEIR INSTALLATION, USE, AND RESULTS OBTAINED THEREFROM.

6.EXPORT RESTRICTION

Purchaser agrees that Purchaser will not export, re-export, or import the Product, maintenance or any other software or service delivered hereunder in any form without the appropriate government licenses. Purchaser understands that under no circumstances may the Product, maintenance or any

other software or service delivered hereunder be exported to any country subject to U.S. embargo or to U.S.-designated denied persons or prohibited entities or U.S. specially designated nationals.

7.LIMITATION OF LIABILITY

EXCEPT FOR CITRIX' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 4, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER AGREES THAT NEITHER CITRIX NOR ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING FROM PURCHASER'S USE OF THE PRODUCT, EXPERIMENTAL FEATURES, MAINTENANCE OR ANY OTHER SOFTWARE OR SERVICE DELIVERED HEREUNDER, OR DAMAGE ARISING FROM PURCHASER'S USE OF THIRD PARTY PRODUCTS OR HARDWARE OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR THE USE OF THE PRODUCT OR MAINTENANCE; OR PURCHASER'S EXPORTATION, REEXPORTATION, OR IMPORTATION OF THE PRODUCT, HARDWARE OR MAINTENANCE,. THIS LIMITATION WILL APPLY EVEN IF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CITRIX' INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN SECTION 4 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS EXCEED THE AMOUNT PAID FOR THE PRODUCT, EXPERIMENTAL FEATURES, MAINTENANCE TERM, OR ANY OTHER SOFTWARE OR SERVICE DELIVERED HEREUNDER AT ISSUE. PURCHASER ACKNOWLEDGES THAT THE PRODUCT AND MAINTENANCE FEES REFLECT THESE ALLOCATIONS OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

For purposes of this Agreement, the term "AFFILIATE" shall mean any legal entity that controls, is under common control with, or is controlled by Citrix, where "control" means the ownership, direct or indirect, of a majority of Citrix' stock or other interest entitled allowing the owner to direct the affairs of Citrix. AFFILIATES, SUPPLIERS, and authorized distributors are intended to be third party beneficiaries of this Agreement.

8.TERMINATION AND SURVIVAL

This Agreement is effective until terminated. Purchaser may terminate this Agreement at any time by removing the software of your software Product(s) from Purchaser's computers and destroying all copies, and by removing the software of your appliance Product(s) from the hardware, and then providing written notice to Citrix with the serial numbers of the terminated License Keys. Citrix may terminate this Agreement at any time for Purchaser breach of this Agreement. Unauthorized copying of the software in a software or appliance Product or the accompanying documentation or otherwise failing to comply with the license grant of this Agreement will result in automatic termination of this Agreement and will make available to Citrix all other legal remedies. Purchaser agrees and acknowledges that Purchaser's material breach of this Agreement shall cause Citrix irreparable harm for which monetary damages alone would be inadequate and that, to the extent permitted by

applicable law, Citrix shall be entitled to injunctive or equitable relief without the need for posting a bond. Upon termination of this Agreement, the Product licenses granted hereunder will terminate and Purchaser must immediately destroy the software in a software or appliance Product and accompanying documentation, and all backup copies thereof. All purchases are final with no right of refund, and neither Citrix nor any reseller or distributor will be obligated to pay, nor will Purchaser be due, any refund of amounts paid by you, other than under the Limited Warranty or Infringement Indemnification terms of this Agreement. Those provisions of this Agreement which are intended by the parties to survive shall survive termination of this Agreement, including without limitation, the Limitation of Liability terms.

9. AUTHORIZED DISTRIBUTORS AND RESELLERS

Citrix authorized distributors and resellers do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Citrix.

10. CHOICE OF LAW AND VENUE

10.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

10.2 Venue. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

10.3 If any provision of this Agreement is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement. No waiver is effective unless signed by the party to be bound.

11. CONSENT TO USE DATA

Purchaser agrees that Citrix may collect and use aggregated data and related information, including, but not limited to, technical information about devices, systems, related software, services, or peripherals associated with Purchaser's use of the Product. Data collected may be used ONLY for purposes of facilitating the provision of Updates, license authentication, support, analytics and other purposes consistent with the Citrix Privacy Policy at Exhibit D. Citrix's or its Affiliates' or Suppliers' use of any Purchaser data is subject to the applicable privacy and confidentiality laws of the State of Oregon and Purchaser's security and access policies and procedures relative to Purchaser's data.

Purchaser shall deliver copies of its security and access policies and procedures to Citrix for evaluation prior to order acceptance by Citrix.

12. ASSIGNMENT AND SUBCONTRACTING

Neither party hereto may assign this Agreement, or any rights or obligations under it except as permitted by law or as set forth below, without the prior written consent of the other party, unless assigned to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all of the party's assets. Purchaser shall provide notice to Citrix upon completion of any permitted assignment. In addition, Purchaser may assign this Agreement to a majority-owned affiliate, and Citrix may assign this Agreement, or any rights or obligations under it to

any Affiliate or any third party acquiring or otherwise assuming all of the business of Citrix or any of its Affiliates. Subject to this restriction, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assigns. With the prior consent of Purchaser, Citrix may use subcontractors to provide services to Purchaser under this Agreement, but Citrix shall remain responsible to Purchaser for the performance of the services.

13. HOW TO CONTACT CITRIX

Should Purchaser have any questions concerning this Agreement or want to contact Citrix for any reason, write to Citrix at the following address: Citrix Systems, Inc., Customer Service, 851 West Cypress Creek Road, Ft. Lauderdale, Florida 33309.

14. TRADEMARKS

This Agreement does not grant Purchaser the right to use any Citrix trade or service mark. For information about proper permitted usage of Citrix trademarks please see Exhibit E.

15. SIGNATURES

The parties agree to the terms and conditions of this Agreement, and the undersigned is duly authorized to execute this Agreement on behalf of each party.

Citrix Systems, Inc.

Jason Jones
Name, Title Director, Americas Revenue Operations

Nov 9, 2016
Date

State of Oregon by and through the Department of Administrative Services

Toby Giddings
Name, Title Toby Giddings, State Procurement Analyst

10-25-16
Date

Exhibits

- Exhibit A Licensing Models
- Exhibit B Open Source Licensed Code List
- Exhibit C Technical Support; Product Lifecycle Support Policy; Maintenance
- Exhibit D Privacy Policy
- Exhibit E Trademark & Copyright Guidelines

Approved
[Signature]
Legal Department

EXHIBIT A

LICENSING MODELS

Citrix combines virtualization, networking and cloud technologies with collaborative services into a full portfolio of products that enable mobile workstyles for users and virtual datacenters for IT.

Our wide range of product editions, licensing models and subscription plans ensures you can find the right purchase options for your organization.

Desktop

Product Line	Editions	Models*	Perpetual	Maintenance**	Annual On-Premises Subscription	Notes
XenDesktop	Platinum Enterprise VDI	User/Device, Concurrent	Available	Subscription Advantage or Software Maintenance (if available)	Available	Product licenses must be purchased with Subscription Advantage or Software Maintenance (if available) for a minimum of one year from delivery. SQL Server, if included with your product, is licensed under a license model and license terms controlled by Microsoft. With respect to devices connected to the Internet, Receiver for this product may, without additional notice, check for updates that are available for download and installation to the device and let the user know of their availability. Only non-personal identifiable information is transmitted when this happens, except to the extent that IP addresses may be considered personally identifiable in some jurisdictions. This product may include Citrix Customer Experience Improvement Program (CEIP) and/or CEIP Extended functionality.*** This product may be used to provide application services to internal users or third parties, but total usage is limited to the number of licenses purchased.
XenApp	Platinum Enterprise Advanced Fundamentals	Concurrent, and for Fundamentals, Named User	Available	Subscription Advantage or Software Maintenance (if available)	N/A	Product licenses must be purchased with Subscription Advantage or Software Maintenance (if available) for a minimum of one year from delivery. If your product is XenApp Fundamentals, it is offered only under the Named User license model and is available with Microsoft RDS CALs. RDS CALs are not licensed for any use which could lead directly to death, personal injury or severe physical or environmental damage. SQL Server, if included with your product, is licensed by Microsoft under its license model and license terms. With respect to devices connected to the Internet, Receiver for this product may, without additional notice, check for updates that are available for download and installation to the device and let the user know of their availability. Only non-personal identifiable information is transmitted when this happens, except

						to the extent that IP addresses may be considered personally identifiable in some jurisdictions. If you receive XenApp as a component of the Enterprise or Platinum Edition of XenDesktop, your XenApp license model is the same as for your Enterprise or Platinum Edition of XenDesktop. This product may include Citrix Customer Experience Improvement Program (CEIP) and/or CEIP Extended functionality.*** This product may be used to provide application services to internal users or third parties, but total usage is limited to the number of licenses purchased.
Edgesight	Basic or Advanced for XA/XD, or Endpoints	Concurrent	Available	Subscription Advantage or Software Maintenance (if available)	N/A	Product licenses must be purchased with Subscription Advantage or Software Maintenance (if available) for a minimum of one year from delivery. If you receive any edition of this product as a component of XenApp or XenDesktop, your product license covers all licensed User/Device/Concurrent sessions of your XenApp or XenDesktop environment.
Provisioning Services	Datacenter Edition	Concurrent Session	Available	Subscription Advantage or Software Maintenance (if available)	Available	Product licenses must be purchased with Subscription Advantage or Software Maintenance (if available) for a minimum of one year from delivery. Under the Concurrent Session model, each physical or virtual machine provisioned by the product server software requires a separate license. The Datacenter Edition may not be deployed in a XenApp or XenDesktop environment. If you received this product as a component of a XenApp or XenDesktop Edition, then your product entitlement is set forth within the matrix at Exhibit B-1.

Server

Product Line	Editions	Model*	Perpetual	Maintenance	Annual On-Premises Subscription	Notes
XenServer	Standard and Enterprise	CPU Socket	Available	Software Maintenance (if available)	Available (1 thru 5 years)	Software Maintenance (if available) must be purchased with new product licenses. If you received this product as a component of any Citrix XenApp or XenDesktop edition, this product is licensed for an unlimited quantity of sockets, but only for supporting virtual machines within the Citrix XenApp or XenDesktop solution environment, including virtual desktop images or the XenApp or XenDesktop infrastructure. Further, if you received this product as a component of any Citrix XenApp or XenDesktop edition, your maintenance model is the same as for that Edition. Virtual machines used as Citrix XenDesktop infrastructure servers may not be used for any other purpose.

						Licenses for other Citrix products (other than as specified for Citrix XenApp and XenDesktop above) may not be used to increase the allowable use for the product.
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Networking

Product Line	Editions	Models*	Perpetual	Maintenance	Annual On-Premises Subscription	Notes
NetScaler	Platinum Enterprise Standard	Appliance, and for VPX, per VM	Available	Appliance Maintenance and, for VPX, Software Maintenance (if available)	N/A	Available as physical appliances and virtual appliances (VPX). Software Maintenance (if available) must be purchased with the new VPX product licenses for one year from the delivery. Appliance Maintenance must be purchased with physical hardware versions of this product. If you receive Citrix SCOM Management Pack for NetScaler as a component of NetScaler Platinum, you may use it only to manage only your NetScaler Platinum environment. This product may include Citrix Call Home.***
NetScaler CPX	Single Edition	Virtual Instance	N/A	N/A	Available	Requires NetScaler Management and Analytics Software to authenticate usage. NetScaler Management and Analytics Software must be purchased separately. This product may include Citrix Call Home.***

NetScaler Gateway	Standard Advanced Enterprise	Appliance, and for VPX, per VM, as well as Universal licenses for advanced product features	Available	Appliance Maintenance and, for VPX, Software Maintenance (if available)	Available only for VPX	Available as physical appliances and virtual appliances (VPX). Software Maintenance (if available) must be purchased with the new VPX product licenses for one year from the delivery. SmartAccess and other advanced features require additional "Universal" licenses (separate from licenses for this product as physical hardware or VPX). If you received Universal licenses as a component of XenDesktop VDI or Enterprise Edition, your licenses are limited to use on virtual machine(s) running VPX in support of XenDesktop, but exclude use of SmartAccess Client and Endpoint analysis. If you received Universal licenses as a component of XenApp Advanced or Enterprise Edition, your licenses are limited to use on virtual machine(s) running VPX in support of XenApp, but exclude use of SmartAccess Client and Endpoint analysis. If you received Universal licenses as a component of XenDesktop Platinum Edition, XenApp Platinum Edition or XenMobile App or Enterprise Edition, your licenses may be used on any virtual machine(s) running VPX in support of any traffic (ICA or otherwise) and include use of all features of VPX, including the SmartAccess Client and Endpoint analysis. Use of Universal licenses received with XenApp, XenDesktop or XenMobile require separate purchase of VPX licenses. Universal licenses may not
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						be used with any Express or other free version of VPX. Appliance Maintenance must be purchased with physical hardware versions of this product. This product may include Citrix Call Home.***
CloudBridge	Single Edition	Appliance, and for Cloud-Bridge, VPX Concurrent	Available	Appliance Maintenance and, for VPX, Software Maintenance (if available)	N/A	Available as physical appliances and virtual appliances (VPX). Software client (CloudBridge Client Plug-in for Receiver) requires additional Concurrent licenses. Software Maintenance (if available) must be purchased with the new VPX product for one year from the delivery (except if received as a component of Workplace Suite). If you received the VPX product licenses as a component of XenDesktop Platinum Edition, the VPX product may be used in branch/remote offices where there are one or more active Users, Concurrent Users and/or Devices of XenDesktop Platinum Edition (but such licenses may not be used in your central data center(s) supporting those branch/remote offices). Use in branch/remote offices may include acceleration, control and optimization for all branch/remote office users for all WAN services. Appliance maintenance must be purchased with physical hardware versions of this product. This product may include Citrix Call Home.***
NetScaler Management and Analytics Software	Single Edition	Virtual IP Address	N/A	N/A	Available	Available for physical appliances, virtual appliances (VPX) and CPX. This product may include Citrix Call Home.***

Mobility

Product Line	Editions	Models*	Perpetual	Maintenance**	Annual On-Premises Subscription	Notes
Workspace Suite	Single Edition	User	Available	Software Maintenance (if available)	Available	Software Maintenance (if available) must be purchased with new product licenses. Any reference to Subscription Advantage in the Citrix product license agreement (embedded and posted) for components of this product do not apply to this product. Licenses for this product must be run on a dedicated license server (s) for this product alone. All components of this product are licensed only to the same Users (you may not authorize different Users for each component). Licenses for this product cannot be used or interchanged with licenses for components of this product sold as stand-alone products. This product may include Citrix Customer Experience Improvement Program (CEIP) and/or CEIP Extended functionality.*** This product may be used to provide application services to internal users or third parties, but total usage is limited to the

						number of licenses purchased.
Workspace Bundle	Single Edition	Concurrent for XenDesktop and User for other components	Available	Software Maintenance (if available)	N/A	Software Maintenance (if available) must be purchased with new product licenses. Any reference to Subscription Advantage in the Citrix product license agreement (embedded and posted) for components of this product do not apply to this product. Licenses for this product must be run on a dedicated license server(s) for this product alone. Licenses for this product cannot be used or interchanged with licenses for components of this product sold as stand-alone products. This product may include Citrix Customer Experience Improvement Program (CEIP) and/or CEIP Extended functionality.*** This product may be used to provide application services to internal users or third parties, but total usage is limited to the number of licenses purchased.
XenMobile	MDM, Advanced, Enterprise or XenMobile for Samsung Knox	User or Device	Available	Software Maintenance (if available)	Available	Software Maintenance (if available) must be purchased with new product licenses. Available as on-premise software or as software-as-a-service (see the options for XenMobile software-as-a-service in the SaaS table below), but XenMobile for Samsung KNOX is available only as on-premise subscription under the Device model. For on-premise XenMobile, a SaaS control plane component is delivered only under Software Maintenance (if available) and its renewal is subject to Software Maintenance renewal. If you received on-premise XenMobile as a component of XenApp Platinum Edition or XenDesktop Platinum Edition, your license and Maintenance model is the same as for that that Edition. If product is XenMobile for Samsung KNOX, it is delivered with a key that activates Samsung KNOX software for one year for the number of Device licenses purchased for the product, but Samsung KNOX software is distributed and licensed exclusively by Samsung and is not part of the product. To extend the Annual License for this product, including the key that activates Samsung KNOX software, you must purchase and install new licenses prior to the expiration of the current licenses. Note that if new licenses are not purchased and installed, on-premise subscription product and KNOX software is not licensed for use beyond the expiration of the subscription period. On-premise subscription product and KNOX software may disable themselves upon expiration of the subscription period. This product may include Citrix Customer Experience Improvement Program (CEIP) and/or CEIP Extended functionality.*** This product may be used to provide application services to internal users or third parties, but total usage is limited to the number of licenses purchased.

Learn about the licensing system designed to help you license your Citrix product quickly and easily.

Citrix also offers collaboration, remote access and IT support tools on a subscription basis. The following table shows our software-as-a-service offerings:

Software as a Service (SaaS)

Product Line	Editions/ Packages	Models*	Monthly	Annual	SaaS Maintenance	Notes
Citrix Cloud	Virtual Desktops	User or Device	N/A	Available	Included	The service package purchased determines your service entitlement. Services available include Lifecycle Management (including Deploy; Design & Deploy; or Design, Deploy & Manage), Apps & Desktops, Mobility Management, and Secure Documents. Lifecycle Management includes some VM license model options. Secure Documents includes GB Add-on options. On-premises components may only be used in conjunction with the service and within service term(s) purchased. Product components of this service may include Citrix Customer Experience Improvement Program (CEIP) and/or CEIP Extended functionality.***
	Virtual Apps & Desktops	(and see the Notes on service specific model options)				
	Integrated Apps & Data Suite					
XenMobile Cloud	MDM, Advanced or Enterprise	User or Device	N/A	Available	Included	On-premises components may only be used in conjunction with the service and within service term(s) purchased.
ShareFile	Basic	User	Available/ SMB only	Available	Included	On-premises components may only be used in conjunction with the service and within service term(s) purchased.
	Professional					
	Corporate Enterprise					
	Virtual Data Room					
Podio	Lite	User	Available/ SMB only	Available	Included	On-premises components may only be used in conjunction with the service and within service term(s) purchased.
	Teams					
	Business					

* Unless otherwise noted above for a product, Citrix end-user license models are as follows: Under the User model, a "User" is an individual authorized by you to use any device(s) to access instances of the Server Software through your assignment of a single user ID, regardless of whether or not the individual is using the product at any given time. Under the Device model, a "Device" is a device authorized by you to be used by any individual(s) to access instances of the Server Software (locally or over a network), regardless of whether or not the device is being used at any given time. You may deploy network architectures that use hardware or software to reduce the number of Users or Devices that directly access the product server software. This is referred to as multiplexing or pooling. This does not reduce the number of licenses required to access or use the server software under either license model. A license is required for each User or Device that is connected to the multiplexing or pooling software or hardware front end. You must acquire and assign a license to each User or Device that accesses instances of the server software directly or indirectly, frequently or infrequently, even if the authorized User or Device is an automaton. Under the Concurrent model, a "Concurrent" device is an anonymous single device connected to a single instance of the server software. Under the CPU Socket model, a "CPU Socket" is an individual CPU socket on a server running the PRODUCT, regardless of whether or not the socket contains a CPU. Licenses must be purchased for all CPU sockets on such server(s). Under the Application model, an "Application" is an individual object code file capable of being analyzed by the product. Under the VM model, a "VM" is a virtual machine or single physical server if the server is not virtualized. Under the Concurrent Session model, which is offered exclusively with Provisioning Services, a "Concurrent Session" is the number of physical or virtual machine sessions serviced by the product. Under the Endpoint model, which is offered exclusively with CloudPortal Business Manager, an "Endpoint" is a single logical Citrix CloudStack or Citrix CloudPortal Services Manager deployment as identified in the product administrator user interface. Under the Appliance model, an "Appliance" is the physical appliance with embedded product software as provided by Citrix, and you may use the Appliance up to its capacity as intended. Under the Virtual Instance license model, a "Virtual Instance" is a virtual deployment within a single software container. Under the Virtual IP Address license model, "Virtual IP Address" is a single virtual IP address. The SKU description for each product or maintenance offering ordered confirms your product entitlements. In the event of a conflict between a SKU description and this table, the SKU description shall control. This table may be updated by Citrix from time to time at its sole discretion. The "Last Revised" date above shall be updated upon each revision. You are advised to check this table prior to each purchase.

**See maintenance program descriptions at Exhibit C. Reinstatement and recovery charges may apply for expired maintenance. Downgrades between maintenance programs are not offered.

***If you activate Citrix Customer Experience Improvement Program (CEIP) functionality, should it be offered with your product, Citrix may store, transmit and use technical and related non-personally identifiable information about your use of the product, including configuration information. If you activate CEIP Extended functionality or Citrix Call Home, Citrix may store, transmit and use technical and related personally identifiable information about your use of the product in order to be able to send you pertinent best practices advice and recommendations. Collected data is subject to Citrix's Privacy Policy at Exhibit D.

EXHIBIT B**OPEN SOURCE LICENSED CODE LIST****SECTION 1: OPEN SOURCE LICENSED CODE**

Citrix products often include third party code licensed to Citrix for use and redistribution under an open source license. In an effort to better inform its customers, Citrix publicizes open source code included within Citrix products in an open source licensed code list. Please select the product open source licensed code list you wish to review from the list below.

1.1 APPDNA

- AppDNA Listing of Open Source Components
Dated Aug 8, 2012
[LINK](#)

1.2 CITRIX WORKSPACE CLOUD

- Citrix Workspace Cloud Third Party Notice
Dated August 20, 2015
[LINK](#)

1.3 CRYSTAL PALACE

- Crystal Palace - Client for Android
Dated October 23, 2010
[LINK](#)
- Crystal Palace - Client for iOS
Dated October 23, 2010
[LINK](#)
- Crystal Palace - Client for Windows
Dated October 23, 2010
[LINK](#)

1.4 RECEIVER AND STOREFRONT

- Receiver Third Party Notices
Dated July 6, 2015
[LINK](#)
- Receiver for Windows Third Party Notices
Dated November 13, 2014
[LINK](#)
- Receiver for iOS Third Party Notices
Dated November 13, 2014

[LINK](#)

- Receiver for Mac Third Party Notices
Dated October 6, 2014
[LINK](#)
- Receiver for Web Classic UI Third Party Notices
Dated July 6, 2015
[LINK](#)
- Receiver for HTML5 Third Party Notices
Dated September 24, 2014
[LINK](#)
- Receiver for Linux Third Party Notices
Dated June 29, 2015
[LINK](#)
- Receiver for Android Third Party Notices
Dated November 14, 2014
[LINK](#)
- Receiver for Chrome Third Party Notices
Dated September 24, 2014
[LINK](#)
- StoreFront Third Party Notices
Dated July 6, 2015
[LINK](#)

1.5 VDI-IN-A-BOX

- VDI-in-a-Box Listing of Open Source Components
Dated August 8, 2012
[LINK](#)

1.6 WORXHOME

- WorxHome for Android Third Party Notices
Dated February 18, 2014
[LINK](#)

1.7 XENAPP

- XenApp 7.6 Third Party Notices
Dated September 28, 2015
[LINK](#)
- XenApp 7.6 - Additional Thrid Party Notices
Dated September 28, 2015
[LINK](#)
- Citrix XenApp Manager 1.0

Dated June 19, 2013

[LINK](#)

- Hosted MobileMail
Dated April 18, 2014
[LINK](#)

1.8 XENDESKTOP

- XenDesktop 7.6 Third Party Notices
Dated September 28, 2015
[LINK](#)
- XenDesktop 7.6 – Additional Third Party Notices
Dated September 28, 2015
[LINK](#)
- App Orchestration Third Party Notices
Dated November 13, 2016
[LINK](#)
- Hosted MobileMail
Dated April 18, 2014
[LINK](#)

1.9 XENMOBILE

- XenMobile Server Components – Third Party Notices
Dated June 1, 2015
[LINK](#)

1.10 XENSERVER

- XenServer Third Party Notices
Dated October 29, 2014
[LINK](#)

EXHIBIT C

TECHNICAL SUPPORT; PRODUCT LIFECYCLE SUPPORT POLICY; MAINTENANCE

Technical Support is available during a product's Mainstream Maintenance and Extended Maintenance Phases as listed below. Once a product version reaches the End of Life date, security related hot fixes, technical support and product downloads will no longer be available. For more information, please review the Citrix Product Support Lifecycle Policy listed below.

Product Lifecycle Support Policy

While Citrix strives to produce the best quality software, it is virtually impossible to test against all scenarios and software environments. Occasionally, issues may arise which impact product performance or functionality. Customers should address these situations through the technical support programs described in the Support and Services section of the Citrix web site.

Citrix lets you choose the right technical support program for your needs, with options including free web-based tools, our extensive network of solutions providers and technical support directly from Citrix.

The goal of Citrix support programs is to provide our customers with the tools and knowledge needed to identify any technical issue they have experienced. Once identified, Citrix will be able to recommend the next steps required to resolve the issue, from updating with the latest hotfix or service pack to product upgrades or migrations for older, outdated products. In some situations, Citrix may determine that an escalation is required in order to further isolate the issue and potentially resolve it with a private hotfix. Your Citrix support representative will tell you the appropriate steps to resolve technical product issues.

1.1 DEFINITIONS:

Support

- General troubleshooting of an issue to isolate potential causes
- Issue resolution through existing hotfixes or known workarounds

Maintenance

- Resolving an issue through product code modification
- Typically delivered via hotfixes or service packs

1.2 MAINTENANCE AND SUPPORT DURING EACH PHASE

1.2.1 Mainstream Maintenance Phase

Upon General Availability, products are fully supported and maintained until the End of

Maintenance date. Citrix will provide code-level maintenance in the form of minor versions, hotfixes, hotfix rollup packs or service packs when Citrix determines they are required to resolve issues with the product. The release of a Minor Version, Service Pack or Hotfix Rollup Pack may define a new maintenance baseline. Citrix customers may be required to upgrade to a Minor Version, Service Pack or Hotfix Rollup Pack to receive continued maintenance. Technical support is offered through various avenues as specified in the Software Support Programs and Hardware Support Programs sections of our web site.

1.2.2 Extended Maintenance Phase

After a product release reaches its End of Maintenance date, it is considered to be in the Extended Maintenance Phase. During this phase, technical support continues as before but code-level maintenance will be limited to security-related issues deemed critical by Citrix. Security issues will be corrected through hotfixes compatible with the current maintenance baseline. This maintenance baseline is dictated by the current Minor Version, Service Pack or Hotfix Rollup Pack. Security issues could be related to publicly identified security vulnerabilities, other security vulnerabilities, or Microsoft's publicly released security updates.

The decision to enter a particular product into the Extended Maintenance Phase is intended to balance the need for orderly customer transitions with the desire to provide customers with the most current, functionally superior and stable solutions available through new products or newer versions of existing products. The lifecycle for Citrix products is influenced by customer desires for new capabilities and constantly evolving technologies, including enhancements to existing products as well as migrations to newer platforms.

1.2.3 End of Life Phase

Once a product release reaches its End of Life date, the customer may continue to use the product within the terms of product licensing agreement but the available support options will be limited. While there may be historical information in the Knowledge Center or other online resources, it is no longer updated and is provided on an as-is basis. The customer will be using the product within the terms of the product license as-is.

Summary Table

Support Option	MainStream Maintenance	Extended Maintenance	End of Life
Non-critical hotfix maintenance (bug fixes)	√		
Critical hotfix maintenance (bug fixes)	√		
Feature enhancements	√		
New hardware support	√		

Product specific information that is available in the online Citrix Knowledge Center	√	√	
Security-related hotfix maintenance	√	√	
Paid technical support (per incident, per support plan and others)	√	√	
Self-help resources	√	√	√

The Citrix Product Lifecycle Support policy is intended exclusively for the benefit of existing Citrix customers with respect to the products they have already purchased. It is not intended to apply to other products or to any other third parties. Citrix reserves the right to make changes to its Product Lifecycle Support policy at its sole discretion from time to time as business needs require. Policy statements on the Citrix website will be updated to reflect any changes upon their effective date.

EXHIBIT D**PRIVACY POLICY**

Citrix Systems, Inc. ("**we**" or "**us**" or "**Citrix**") respects your privacy and is committed to protecting the personal information you share with us. This Privacy Policy describes the privacy practices Citrix applies to citrix.com domain websites and any product or service offered exclusively through this website (the "**Offerings**"). Some Citrix products and services have their own dedicated websites. Some of those websites refer back to this Privacy Policy, and others, such as GoToMeeting and ShareFile, have their own privacy policies, which you can find on those websites.

Citrix 's or its Affiliates' or Suppliers' use of any Purchaser data is subject to the privacy and confidentiality laws of the State of Oregon and Purchaser's security and access policies and procedures relative to Purchaser's data. Purchaser shall deliver copies of its security and access policies and procedures to Citrix for evaluation prior to order acceptance by Citrix

Please review this Privacy policy carefully. When you use or access the Offerings or when you submit information to or through the Offerings, you consent to the collection and processing of your information as described in this Privacy Policy.

- Information Collection
- Mobile and Cloud Offerings
- How We Use Information Collected
- Information Sharing and Disclosure
- Cookies and Other Data Collection Tools
- Online Advertising – Your Online Choices
- Your Ability to Access Your Information
- Account Information Security
- Third Party Sites
- Forums and Blogs
- Safe Harbor Statement
- Dispute Resolution
- Changes to this Privacy Policy
- Questions or Concerns

Information Collection

Information collected will vary by activity and may include personal information such as a first and last name, email address, telephone number, postal or other physical address, or other contact information. We may also collect title, occupation, work industry, and other information which may be required by Citrix to provide products, services, and information to you. These activities include:

- when you register with Citrix for a MyCitrix account;
- when you register as a partner;
- when you register for an online program, event, seminars, promotions or sweepstakes;
- when you request products (including but not limited to product evaluation, tech preview and beta downloads), services or information;
- when you participate in Citrix events, surveys, questionnaire or evaluation; or
- otherwise correspond with us or request information from us.

Offerings may include social media features, such as the Facebook and Twitter buttons. These services allow you to authenticate your identity or provide you the option to share certain personal information with us such as your name, email address, persona or handle in order to pre-populate our sign up form or interact with our Offerings. These features may also collect your IP address, which page you are visiting on our site, and may set a cookie (see "Cookies and Other Data Collection Technologies" below) to enable the Feature to function properly. These features may also give you the option to post information about your activities on our websites to your profile page to share with others within your network. Your interactions with these features are governed by the privacy policy of the company providing them.

In addition, from time to time, Citrix receives personal information from business partners and vendors. Citrix only uses such information for purposes as specified herein if Citrix reasonably believes that it has been duly collected in accordance with applicable laws. We may also combine the information we collect from you with information obtained from other sources to help us improve its overall accuracy and completeness and help us better tailor our interactions with you.

We also collect IP (Internet Protocol) addresses of devices that access the Offerings for the purpose of maintaining and improving site quality and integrity, to determine the general geographic location and to enforce access control or other security measures. We often collect this information in log files, a standard method of reporting in order to statistically determine which parts of our websites are visited, for example, and how long visitors spend there. We also log the type of browser and operating system you are using so that we can ensure your browsing experience is the most compatible with your device settings.

In order to continuously improve our Offerings, we utilize proprietary and third party analytics tools to better understand feature usage patterns, to enhance and improve your product experience and offer you specific usage tips and guidance. These tools may gather data from our Offerings such as what browser a person uses, what operating systems are used, domain names, MIME types, click paths, what is downloaded, and what content, products and services are viewed when visiting, using or registering for our Offerings. This usage information may be linked to personal information for our own purposes. Like many other commercial websites, Citrix Offerings may use cookies to collect this information. Please go to "Cookies and Other Data Collection Technologies" below for more information.

Mobile and Cloud Offerings

Mobile Offerings may be delivered through an on-premise mobile device management server, cloud solution or downloaded directly from an app store. These Offerings may collect personal information, geo-location data or personal usage statistics directly or on behalf of our enterprise customers for the purposes of mobile device management or access control. For specific information on your company's mobile device management data practices and policy, please contact your company's mobile device Administrator. Citrix may also receive aggregated and anonymous download and mobile application usage statistics for purposes of analysis from our enterprise customers. We do not correlate this information with personally identifiable data about individual end users without consent. Mobile offerings may utilize third party analytical tools, but not in a way that may personally identify you.

~~For the Citrix Cloud Offerings, Citrix may access end-user data as necessary to support maintenance operations of the service or for the purpose of diagnosing or resolving any problems that might limit or disrupt the quality of our customers' experience.~~

How We Use Information Collected

Citrix uses personal information for our own internal business operations, and to market, deliver and improve our products and services. We also may use your information to help you complete a transaction or order, to communicate with you, to deliver products/services to you, to bill you for products/services you purchased, and to provide ongoing service and support. Occasionally we may use your information to contact you to complete surveys that we use for quality assurance purposes.

We may also use your personal information to send you (or have our business partners or marketing agencies send you on our behalf) marketing information or to contact you for marketing research. At a minimum, we will always give you the opportunity to "opt out" of receiving marketing materials you choose to unsubscribe from. If you have subscribed to marketing communications from other wholly owned subsidiaries and affiliated divisions of Citrix, please follow the instructions in those communications to update your preferences or to opt-out of communications.

You will continue to receive communications such as receipts, confirmation emails and customer service updates that are considered necessary to provide the service to you.

Information Sharing and Disclosure

As Citrix is a global company, your personal information may be shared with other Citrix offices or subsidiaries around the world. In such case, the Citrix entities receiving the information are subject to this Privacy Policy.

Within Citrix, data is stored in controlled servers with restricted access. Your personal information may be stored and processed worldwide in the global offices of Citrix or its marketing agents. Unless otherwise specified in this Privacy Policy, your personal information is not shared outside Citrix without your permission.

Citrix may send your personal information to other companies or people under any of the following circumstances:

- When we have your consent to share the information (if required under local law);
- If sharing your information is necessary to provide a product, service or information you have requested; by way of example, sharing your information with a bank, logistics company, event organizer, marketing agency etc.;
- As part of a joint sales promotion or to pass sales leads to our business partners;
- To keep you up to date on the latest product announcements, software updates, special offers or other information we think you would like to hear about either from us, through our marketing agencies or from our business partners;
- In connection with the sale, merger, divestiture, reorganization or any other corporate transaction involving the Citrix business line that maintains your personal information;
- For the purpose of conducting US Export law compliance checks, passing your information to our contracted vendors;
- To third party service providers who help us with our business operations or other aspects of our business; and
- For data and customer relations management, passing your data to our contracted service providers.

We reserve our right to disclose your personal information to a third party if we have a good faith belief in our sole discretion that access, use, preservation or disclosure of such information is reasonably necessary to (a) comply with any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Legal Notice and Terms of Use, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Citrix, its users or the public as required or permitted by law.

Cookies and Other Data Collection Tools

Definitions

Cookies, web beacons and/or similar technologies were originally designed to help a website distinguish a user's browser from a previous visitor and thus save and remember any preferences that may have been set while the user was browsing the site or to track the user's activities.

A cookie is a small string of text that a website can send to your browser. A cookie cannot retrieve any other data from your hard drive, pass on computer viruses, or capture your

email address. Currently, Citrix uses cookies to enhance the user's visit; in general, cookies can securely store a user's ID and password, personalize home pages, identify which parts of a site have been visited or keep track of selections.

A web beacon is a small transparent gif image that is embedded in an HTML page or email used to track when the page or email has been viewed. A similar technology may be used by which a product or service may send data to a server when a set of user-initiated events occur such as when a selection is made. This technology is similar to a cookie in that it tracks your visit and the data can only be read by the server that receives the data. It is different than a cookie in that it is not browser-based, may not function as an identification card, and does not store any data on your computer.

We refer to these technologies collectively as "Data Collection Tools."

Opting Out

The Help menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. If you prefer not to receive cookies while browsing our website or via HTML-formatted emails, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser, although you may not be able to take full advantage of Citrix's websites if you do so. In particular, you may be required to accept cookies in order to complete certain actions on our website. To use/navigate through many parts of our websites, you do not need to turn on cookies.

Google Analytics

We use Google Analytics as described in Google's privacy policies ("How Google uses data when you use our partners' sites or apps"). You can prevent your data from being used by Google Analytics on websites by installing the Google Analytics opt-out browser add-on. We also employ IP address masking, a technique used to truncate IP addresses collected by Google Analytics and store them in an abbreviated form to prevent them from being traced back to individual users. Portions of our website may also use Google Analytics for Display Advertisers including DoubleClick or Dynamic Remarketing which provide interest-based ads based on your visit to this or other websites. You can use Google's Ads Settings to manage the Google ads you see and opt-out of interest-based ads.

Data Collection by Third Parties

Citrix offerings may integrate third-party Data Collection Tools which collect information about your online activities across websites or online services. You may be able to opt out from data collection or use by these third parties as described under "Opting Out" or "Google Analytics" above, or by following the instructions under "Online Advertising—Your Online Choices" in the next section.

Online Advertising – Your Online Choices

We support the Self-Regulatory Principles for Online Behavioral Advertising ("Principles") of the Digital Advertising Alliance in the US, the Digital Advertising Alliance of Canada, and the European Digital Advertising Alliance in the EU. If you live in the United States, Canada, or the European Union, you can visit Ad Choices, Ad Choices Canada or Your Online Choices to find a convenient place to indicate your preferences, including the option to make one "universal" opt-out of interest-based advertising with participating entities. These websites also provide detailed information about interest-based advertising and tips for managing your privacy online and in applications.

When you opt-out using these methods, a cookie will be placed on your device indicating that you have opted-out of interest-based advertising. If you delete your cookies, you will need to opt-out again. Please note that opting out of interest-based advertising does not mean you will no longer see advertisements from us or on the Offerings; rather, opting out means that the online ads that you do see will not be based on your particular interests. In addition, when you opt-out of receiving interest-based advertisements through the links above, Data Collection Tools on the Offerings may still collect information about your use of the Offerings, including for analytics, fraud prevention and any other purpose permitted under the Self-Regulatory Principles.

Your Ability to Access or Change Your Information

If you are a registered user or have been named as a "Contact" for a company (including but not limited to companies acting as our end users or partners), you can review your personal information and make change requests by accessing "My Account" at Citrix. While you are named as the "Contact" for a particular company, Citrix will direct to you many of the correspondences for such company. If you do not wish to receive further business correspondence for and on behalf of your company, you may change the "Contact" to another individual upon consultation with your company. In the alternative, if you do not wish to receive further direct marketing materials, you may "unsubscribe" the relevant marketing materials. If you are no longer the "Contact" for a particular company, we will retain in our files some personal information to prevent fraud, resolve disputes, troubleshoot problems, enforce our Legal Notice and Terms of Use, respect your opt-out preferences, and comply with legal requirements as permitted by law.

If you have any questions about how to access or update your account information, please contact privacy@citrix.com.

Account Information Security

Citrix safeguards the personal information you send us and takes reasonable physical, technical, and organizational measures to prevent unauthorized access, unlawful processing, and unauthorized or accidental loss, destruction, or damage to your personal

information. Citrix uses industry-standard efforts to safeguard the confidentiality of personally identifiable information, including encryption, firewalls and SSL (Secure Sockets Layer). While we strive to protect your personal information, we need your co-operation to ensure the security of the information you transmit to us. We urge you to take every precaution to protect your personal information while using the Internet. Change your passwords often, and use a passphrase instead of password with at least 8 characters in combination of letters and numbers. Make sure you use a secure internet browser, follow the vendor suggestion and apply updates when required.

Third Party Sites

Our Offerings may contain links to websites operated by other companies. Some of these third-party sites may be co-branded with a Citrix logo, even though they are not operated or maintained by Citrix. Citrix does not share your personal information with those websites and is not responsible for their privacy practices. Once you have left our website, you should check the applicable privacy policy of the third-party website to determine how they will handle any information they collect from you.

Forums and Blogs

Some of Citrix's Offerings allow our users to publish content via discussion forums, blogs, and other means. Any information that is disclosed in these forums becomes public information which could be read, collected or used by other users to send you unsolicited messages. We are not responsible for the personally identifiable information you choose to submit in these forums. You should exercise caution when deciding to disclose your personal information.

Citrix may, from time to time, send emails regarding our products and services to users who have published content through our websites. Each participant's opinion expressed is his or her own and should not be considered as reflecting the opinion of Citrix. Note also that your use of these online communication tools is subject to our Terms of Use. Personal information given to Citrix may be transferred across state and country borders for data consolidation, storage and simplified information management.

Safe Harbor Statement

Citrix participates in the U.S. - Swiss Safe Harbor as set forth by the United States Department of Commerce regarding the collection, use, and retention of personal data from Switzerland. Citrix has certified that it adheres to the seven Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access and enforcement. For compliance with E.U. data privacy requirements, Citrix uses the Model Contract Clauses.

Dispute Resolution

As part of our participation in the U.S. - Swiss Safe Harbor and Model Contract Clauses, we have agreed to TRUSTe dispute resolution for disputes relating to our compliance with the Safe Harbor Privacy Framework. If you have any complaints regarding our compliance with the Safe Harbor you should first contact us (as provided below). If contacting us does not resolve your complaint, you may raise your complaint directly with TRUSTe either online or by contacting them at: TRUSTe, 835 Market Street, Suite 800, Box 137, San Francisco, CA 94103-1905, Tel.:(415) 520-3490, Fax: (415) 520-3420, Toll-Free: (888) 878-7830.

Changes to this Privacy Policy

This privacy policy is subject to change. If we are going to use your personally identifiable information in a manner materially different from that stated at the time of collection, we will notify you via email prior to the changes taking effect. If Citrix or any of its assets are acquired by another company, we will notify you via email about this transaction and the transfer of your personal information. You will have a choice as to whether or not you consent to the usage of your information in a different manner. In addition, if we make any material changes in our privacy practices that do not affect user information already stored in our database, we will post a prominent notice on our website notifying users of the change. We encourage you to periodically review this policy for the latest information on our privacy practices.

Questions or Concerns

If you have questions or concerns about our collection, use, or disclosure of your personal information, please contact us.

Citrix Systems, Inc.
851 West Cypress Creek Road
Fort Lauderdale, FL 33309
privacy@citrix.com

EXHIBIT E**TRADEMARK & COPYRIGHT GUIDELINES****SECTION 1: SUMMARY**

These Trademark & Copyright Guidelines apply to licensees, developers, customers, and authorized resellers who wish to use the trademarks, service marks, certification marks, logos, or copyrighted material of Citrix Systems, Inc. and its affiliates (collectively, "Citrix") in connection with advertising, marketing, promotional, informational and reference materials, on product packaging, on websites, or on printed publications. The Guidelines also apply to Citrix employees acting outside the scope of their employment with Citrix (i.e. contributing to industry publications or online forums). Any unauthorized or improper use of Citrix's trademarks or copyrighted material may constitute infringement and unfair competition in violation of federal, state and international laws.

Authorized partners, resellers, licensees and certified parties may be subject to additional restrictions. If you are a Citrix licensee, Partner or a "Citrix Certified" entity, please consult your agreement for specific requirements applicable to your use of Citrix's trademarks. In the event of a conflict between the applicable agreement and these Trademark & Copyright Guidelines, the terms of the agreement will control.

Citrix reserves the right to oppose any use of its trademarks that Citrix, in its sole discretion, deems unlawful or improper, even if such use is not expressly prohibited hereunder. The status of Citrix's trademarks may change, and it may be necessary to revise these Trademark & Copyright Guidelines from time to time. It is your responsibility to comply with the most current version of these guidelines.

Please direct any questions regarding these Trademark & Copyright Guidelines to your Citrix representative or email them to Citrix's Senior Legal Counsel, Trademarks at trademarks@citrix.com.

SECTION 2: GENERAL TRADEMARK USAGE GUIDELINES

In return for permission to use a Citrix trademark, you agree to follow the requirements set forth in these Trademark & Copyright Guidelines and any other applicable guidelines and policies set by Citrix. You also acknowledge that Citrix is the sole owner of the Citrix trademark/s and promise that you will not interfere with Citrix's rights in and to the trademark/s, including challenging Citrix's use, registration of, or application to register such trademark/s, alone or in combination with other words, anywhere in the world, and that you will not harm, misuse, or bring into disrepute any Citrix trademarks. The goodwill derived from using Citrix trademarks belongs exclusively to Citrix.

Except for the limited right to use as expressly permitted under these guidelines, no other rights

of any kind are granted hereunder, by implication or otherwise.

SECTION 3: PERMISSIBLE USES OF CITRIX TRADEMARKS

Citrix only licenses its trademarks for use with goods and services that meet Citrix's high quality standards. Citrix reserves the right to object to or prohibit at any time the use of its marks in connection with goods or services that, in Citrix's sole opinion, fail to meet Citrix's standards of quality.

3.1 COMPATIBILITY WITH THIRD PARTY PRODUCTS

Citrix word marks (but not logo marks or other graphic depictions of Citrix marks) may be used in an informational context to inform consumers that a third party product is compatible with the specifically-referenced Citrix product, provided that such use otherwise complies with these Trademark & Copyright Guidelines and the following requirements:

1. The Citrix mark is not part of the third party product name.
2. The Citrix word mark appears less prominently than the third party product name.
3. The Citrix mark is used only in a referential context (i.e. "Works with Citrix" or "Compatible with Citrix's ShareFile® platform").
4. The third party product must actually be compatible with the specific Citrix product or service referenced.
5. The use does not falsely imply a sponsorship or endorsement by, or a partnership or affiliation with, Citrix.

3.2 EDUCATIONAL AND INFORMATIONAL PURPOSES

Citrix word marks (but not logo marks or other graphic depictions of Citrix marks) may be used in an informational context to describe the subject matter of an educational or informational program, such as training presentations and "how-to" videos, provided that such use otherwise complies with these Trademark & Copyright Guidelines and the following requirements:

1. The Citrix mark appears less prominently than the rest of the program title, and is used only in a referential context.
Correct: "ABC EDUCATION SERVICES Presents: An Introduction to XenMobile® for Beginners"
Incorrect: "XenMobile® 101"
2. The subject matter must actually relate to the specific Citrix product or service referenced.
3. The use does not falsely imply a sponsorship or endorsement by, or a partnership or

affiliation with, Citrix.

4. Any printed or online materials relating to the program must include proper attribution symbols, a trademark notice statement (see Attribution and Notice) and a disclaimer statement similar to the following example:

The statements made and opinions expressed herein belong exclusively to ABC EDUCATION SERVICES and are not shared by or represent the viewpoint of Citrix Systems, Inc. This presentation does not constitute an endorsement of any product, service or point of view. Citrix makes no representations, warranties or assurances of any kind, express or implied, as to the completeness, accuracy, reliability, suitability, availability or currency of the content contained in this presentation or any material related to this presentation. In no event shall Citrix, its agents, officers, employees, licensees or affiliates be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business information, loss of information) arising out of the information or statements contained in the presentation. Any reliance you place on such content is strictly at your own risk.

If the program is presented only in audio format, without any visual aids or physical or online materials, the notice and disclaimer statements must be read out loud to the audience at the beginning of each presentation.

3.3 NONCOMMERCIAL WEBSITES

Provided that such use complies with these Trademark & Copyright Guidelines, Citrix word marks may be used on websites that operate solely for a noncommercial, informational purpose concerning a Citrix product or technology. Use of Citrix logos on such sites is expressly prohibited, except as permitted under an applicable agreement with Citrix.

SECTION 4: PROHIBITED USES OF CITRIX TRADEMARKS

Unless otherwise provided in these Trademark & Copyright Guidelines or in a separate agreement with Citrix, use of Citrix's logos, company names, trademarks, product names, or images of Citrix products by third parties in marketing, promotional or advertising materials is prohibited, as such use may create the perception that Citrix endorses or sponsors the product, service or promotion. This section applies to use of marks that are the phonetic or foreign language equivalent of Citrix trademarks.

4.1 COMPANY OR TRADE NAMES

You may not use or register, in whole or in part, Citrix, or any Citrix trademark, including Citrix-owned graphic symbols, logos, icons, or any version thereof, as a company name or trade name or as part of such a name.

4.2 THIRD PARTY PRODUCT NAMES

Citrix trademarks may not be used by a third party as part of that entity's product, service or trade name without an express written agreement from Citrix authorizing such use.

Licensees should consult their license agreements to determine whether and under what circumstances they can use Citrix trademarks in this manner.

Citrix **word** marks (but not logo marks or other graphic depictions of Citrix marks) may be used to refer to Citrix's products and services without an express license from Citrix, provided that such use is in compliance with these Trademark & Copyright Guidelines and any other applicable policies. **At a minimum**, permissible use assumes that the Citrix trademarks are not larger or more prominent than the rest of the surrounding text, no stylized Citrix trademarks or logos are used, proper marketing and attribution is used for all Citrix trademarks, a conspicuous disclaimer is used indicating that any third party goods or services are not sponsored or endorsed by Citrix, and nothing in the use would lead consumers to believe that there is an association or affiliation with Citrix that does not exist.

4.3 DOMAIN NAMES, META TAGS AND HIDDEN TEXT

YOU MAY NOT INCORPORATE CITRIX TRADEMARKS IN ANY DOMAIN NAME OR IN ANY META TAG OR OTHER HIDDEN TEXT IN A WEB PAGE. Any violation of this policy may result in immediate termination of any license, partnership, certification, reseller or employment agreement, and/or in legal action.

Example: "mygotomeeting.com" "Citrix-gotomeeting.com" "mypodiospace.com"

4.4 PARTNER, CERTIFICATION AND PROGRAM TRADEMARKS

Citrix owns a number of trademarks that support various Citrix Programs, including but not limited to the following:

- Citrix Certified Professional
- Citrix Certified Associate
- Citrix Certified Expert
- Citrix Partner Solution Advisor
- Citrix Partner Silver Solution Advisor
- Citrix Partner Gold Solution Advisor
- Citrix Partner Platinum Solution Advisor
- Citrix Partner System Integrator
- Citrix Partner Independent Software Vendor
- Citrix Partner Service Provider
- Citrix Partner Distributor
- Citrix Ready
- Citrix Authorized Learning Center
- Podio Preferred Partner

These marks are expressly reserved for approved participants in the applicable program, and

for the sole purpose of claiming participation in such a program or meeting the requirements certification. Please refer to your agreement with Citrix for more information on proper use of Citrix Program marks.

4.5 PUBLICATION TITLES

Use of Citrix trademarks in the titles of online and printed magazines, periodicals, book series, and other serial publications is expressly prohibited without a license. However, Citrix trademarks may be used on the covers of such publications and in the title of single-issue books, provided that such use complies with these Trademark & Copyright Guidelines and the following terms:

1. Your name, logo and/or trademark must appear more prominently than the Citrix trademark.
2. Include on the publication and all related materials a trademark notice statement (see Attribution) and a disclaimer statement similar to the following example:

The statements made and opinions expressed herein belong exclusively to the author/s and reviewer/s of this publication, and are not shared by or represent the viewpoint of Citrix Systems, Inc. This publication does not constitute an endorsement of any product, service or point of view. Citrix makes no representations, warranties or assurances of any kind, express or implied, as to the completeness, accuracy, reliability, suitability, availability or currency of the content contained in this publication or any material related to this publication. In no event shall Citrix, its agents, officers, employees, licensees or affiliates be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business information, loss of information) arising out of the information or statements contained in the publication. Any reliance you place on such content is strictly at your own risk.

3. Use of the Citrix trademark must not suggest an endorsement or certification by Citrix, or a sponsorship or affiliation with Citrix.
4. With respect to books, Citrix trademarks may be used as the first word in the title of a single publication. Use of a Citrix trademark in connection with a title of a series of books requires a license from Citrix.

4.6 SOCIAL MEDIA

Any and all use of Citrix trademarks in connection with social media account names, profiles, monikers, avatars or handles is expressly prohibited.

4.7 ADWORDS

Do not register any Citrix trademarks as Google AdWords or similar online advertising tools.

4.8 MERCHANDISE AND PROMOTIONAL ITEMS

The use of Citrix trademarks on any merchandise or promotional items such as t-shirts and mugs is expressly prohibited, regardless of whether such items are sold or given away, or provided only to a limited or internal group of people (i.e. employees or customers).

4.9 TRADE DRESS

Use or imitation of Citrix's trade dress, including the look and feel of Citrix's web properties, marketing materials, product packaging, font, color scheme, and imagery associated with Citrix, is expressly prohibited.

4.10 FALSE OR DEROGATORY USE

Citrix trademarks may not be used in a manner that depicts Citrix or its products or services in a false or derogatory manner.

SECTION 5: CITRIX LOGOS

UNLESS EXPRESSLY AUTHORIZED BY CITRIX OR PROVIDED FOR IN THESE TRADEMARK & COPYRIGHT GUIDELINES, ANY USE OF CITRIX LOGOS IS PROHIBITED. If you have received authorization from Citrix to use a Citrix logo (i.e. pursuant to a valid Certification or Partnership Agreement), you must adhere to the terms of your license or agreement, as well as the following general guidelines:

1. All Citrix logos must be reproduced from materials supplied by Citrix.
2. Never alter Citrix logos without authorization.
3. Each representation of the Citrix logo should be consistent, undistorted, and clear.

SECTION 6: TRADEMARK SYMBOLS AND TRADEMARK NOTICE STATEMENTS

6.1 TRADEMARK SYMBOLS

Citrix trademarks may be designated by one of the three following symbols:

- ™: Used for trademarks with pending registration applications and for unregistered common law trademarks;
- SM: Used for service marks with pending registration applications and for unregistered common law service marks;
- ®: Used for marks registered with the U.S. Patent and Trademark Office.

Please refer to the Citrix Trademark List for information on the proper designation to use in connection with specific marks.

Regardless of whether the ™, SM or ® symbol is used, the trademark symbol should be placed immediately after the mark in superscript. If the document cannot be typeset in superscript, the symbol may be set in normal type and enclosed in parentheses.

Example: NetScaler Gateway™ or NetScaler Gateway (TM)

Citrix's practices regarding when, where and how often to use trademark symbols differ depending on whether the underlying materials will only be available in the United States, or whether their distribution will extend to foreign countries.

- **Distribution Limited to the United States** - Although proper trademark attribution is required, trademark symbols do not need to be displayed each and every time a Citrix mark is used. The following scheme sets forth the minimum scope of trademark attribution for Citrix marks:
 - **Prominent Uses:** A trademark attribution symbol is required on all prominent uses of Citrix marks, such as on packaging, brochures, labels, headlines, headings, sub-headings, advertisements, White Papers and marketing materials.
 - **First Use in Text:** A trademark attribution symbol is required upon the first use of a Citrix mark in text or body copy, even if the mark has appeared with a trademark symbol in the same material (i.e. in the headline or another prominent use).
 - **Subsequent Uses:** An attribution trademark symbol is not required for any subsequent use of a mark in the same text, unless use of the symbol would avoid ambiguity.
 - **Logos:** An attribution symbol is required with every use of a Citrix logo.
 - **Distribution Outside the United States** - Do not use trademark symbols on materials distributed solely outside the United States, but be sure to include an appropriate Trademark Notice Statement.

6.2 TRADEMARK NOTICE STATEMENT

Any material displaying a Citrix mark must also include the following Notice Statement:

"[list the individual Citrix marks appearing in the material, using proper trademark symbols for each] are trademarks of Citrix Systems, Inc. and/or one or more of its subsidiaries, and may be registered in the United States Patent and Trademark Office and in other countries."

Example: "Citrix, NetScaler, GoToMeeting and Podio are trademarks of Citrix Systems, Inc. and/or one or more of its subsidiaries, and may be registered in the United States Patent and Trademark Office and in other countries."

SECTION 7: COPYRIGHT

Use of Citrix's proprietary copyrighted material is strictly prohibited without prior approval from Citrix. Such materials include, but are not limited to, content and text displayed on Citrix's

website, White Pages or other documentation, photographs, diagrams, videos, images, and sound clips.

If authorized, your use of Citrix's copyrighted material must be accompanied one of the following statements, which should be prominently displayed and reference the year/s the material was created:

"Copyright [Year/s] Citrix Systems, Inc. All rights reserved."

or

"© [Year/s] Citrix Systems, Inc. All rights reserved."