

CLOUD SOFTWARE GROUP MASTER PARTNER AGREEMENT

This Cloud Software Group Master Partner Agreement (“MPA”) is a legal agreement between Cloud Software Group, Inc. (“Company”) and its Affiliates and the entity that has executed this Agreement (“Partner”). Partner and Company shall be referred to in the singular as “Party” and together as “Parties”.

1. Master Terms.

These Master Partner Agreement terms are one component of the Agreement under which Partner joins a Cloud Software Group Partner Program. The specific Business Unit Partner Program and applicable Benefits and Requirements are as set forth in the applicable Program Guide and Partner Addendum. Partner agrees to these terms by accepting these terms, accessing any Company Partner Portal or by participating in one or more Business Unit Partner Programs. Some Benefits may require the execution of additional addenda to this Agreement in order to participate.

2. Definitions.

- 2.1. “Affiliate” means with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.
- 2.2. “Agreement” means this Master Partner Agreement, each Partner Addendum, the corresponding Program Guide(s) and any other referenced and incorporated documents (including reference to information contained in a URL or policy).
- 2.3. “Benefits” means the access, Products, Materials, training, sales enablement, Incentives and or other benefits that may be provided to Partner as part of Partner’s participation in a Partner Program and the applicable Partner Program Tier or type as set forth in the Program Guide.
- 2.4. “Business Unit” means a Company operating unit supporting a specific Product.
- 2.5. “Business Unit Terms” means the terms for the Business Unit located at <https://www.cloud.com/content/dam/cloud/documents/legal/business-unit-terms.pdf> that govern the applicable Product.
- 2.6. “Company Marks” means all trademarks, service marks, names, logos, designs, trade dress and other brand designation, whether registered or unregistered, and all applications and registrations used or made by Company or its Affiliates.
- 2.7. “Confidential Information” means any information disclosed by either party, whether or not marked, including, without limitation, the provisions of the Agreement, the Products, Materials, individual contact information provided by either party, or related performance test results derived by Partner or End User, but expressly excludes Partner Content and Personal Data.
- 2.8. “Consulting Services” means installation, configuration, training or other professional services performed by Company that may be available for purchase and provided by Company to Partner in accordance with the terms set out in the Consulting Services exhibit located at <https://www.cloud.com/content/dam/cloud/documents/legal/consulting-services-terms.pdf>.
- 2.9. “Distributor” means a company authorized by Company to sell and distribute Products within its authorized Territory to Company authorized partners.
- 2.10. “Documentation” means material provided with a Product, as updated by Company from time to time, describing how to make use of that Product.
- 2.11. “End User” means the legal entity or individual third party that places one or more orders for Products for its own internal use (and not for resale or leasing to others).

- 2.12. "Effective Date" mean the date that Partner accepts the terms and conditions of the Agreement.
- 2.13. "End User Agreement", "EUA" or "EULA" shall mean the terms and conditions that govern End-User access or use of the Products set forth at <https://www.cloud.com/legal/terms>.
- 2.14. "Government Entity" means (i) a national, federal, regional, state, municipal or local government; (ii) a government owned or government controlled entity including any organization that performs a function on behalf of the government such as a public hospital, public university, national bank or utility and (iii) any department, agency, subsidiary, instrumentality or branch thereof.
- 2.15. "Hardware" means appliances or other physical devices offered as Products.
- 2.16. "Incentive" means any rebates, discounts, marketing or development funds in any form as set forth in the Program Guide.
- 2.17. "Infringement Claim" means any claim, suit or proceeding brought against a Partner based on an allegation that the Product(s), excluding any Open Source Software, as delivered by Company, infringes any patent or copyright or violates any trade secret rights of any third party.
- 2.18. "Maintenance" means Company's provision of technical support services and Updates, which are provided pursuant to the Business Unit Terms associated with the Product purchased in an Order.
- 2.19. "Materials" means any tangible or intangible information, design, specification, instruction, projectware or data (and any modifications, adaptations, derivative works or enhancements) provided by Company during the performance of Consulting Services or Maintenance which incorporates, reinforces or is used to apply Company's configuration or implementation methodologies, processes and know-how to a Partner's or End User's use of the Software, excluding Partner Content and Customer Content.
- 2.20. "Number of Units" means, for each Order, the license entitlement under the applicable license model for each Product, and for multiple Orders, collectively, the cumulative entitlement to each.
- 2.21. "Open Source Software" means third party software distributed by Company under an open source licensing model (e.g., MIT License, Apache License BSD license, the GNU General Public License, or a license either approved by, or similar to those approved by the Open Source Initiative).
- 2.22. "Order" means a document or process memorializing Partner's purchase of Products (including an order form, Purchase Order, statement of work, Work Order, on-line order, or other form of an ordering document delivered or made available by Company) submitted by Partner to (i) Company, (ii) a Company authorized Distributor, and/or (iii) through Company Product websites.
- 2.23. "Partner Addendum" means the executed terms and conditions of a Partner Program Benefit and or Partner type that reference and are incorporated into the Agreement. Partner must accept the corresponding Partner Addendum in order to participate as a Partner under the applicable Partner Program.
- 2.24. "Partner Content" means (i) any data uploaded to a Cloud Service for storage or data in Partner's computing environment to which Company is provided access in order to perform Cloud Services or (ii) disclosed by Partner to Company for the purpose of receiving Maintenance and/or Consulting Services. Partner Content may be confidential in nature and if so is subject to the standard of care set forth in Section 7.
- 2.25. "Partner Marks" means all trademarks, service marks, names, logos, designs, trade dress and other brand designation used by Partner.
- 2.26. "Partner Portal" means the website portal(s) made available by Company for Partner access and use for a given Partner Program that shall be modified from time to time.

2.27. "Partner Program" is the applicable Business Unit program including all rights, Requirements and Benefits of the Partner and Company that are associated with the Partner type and/or Tier described in the then current applicable Business Unit Program Guide.

2.28. "Personal Data" has the meaning defined in the Partner Data Processing Addendum referenced and incorporated in Section 22.

2.29. "Price List" means the then current Partner pricing for Products in the applicable geographic region issued by Company from time to time .

2.30. "Products" means Software, Cloud Services, Hardware, Maintenance, Consulting Services, and Education Services.

2.31. "Program Guide" means the then-current version of the applicable Partner Program documentation that is modified by Company from time to time as made available on the Partner Portal or as otherwise provided by Company.

2.32. "Protected Materials" has the meaning set forth in Section 10.

2.33. "Purchase Order" means any document issued by Partner requesting Products.

2.34. "Requirements" means the then-current requirements for the applicable Business Unit Partner Program Tier as set forth in the Program Guide, Partner Portal and/or as otherwise agreed in writing by the parties.

2.35. "Software" means a Company proprietary or licensed third party program and/or Open Source Software program in object code form which is licensed under the applicable Partner Program including Documentation and any subsequent Updates provided under Maintenance.

2.36. "Territory" means the region or country where Partner has been authorized by Company to participate in a given Partner Program.

2.37. "Tier" means one of the then-current Partner Program participation tiers as set forth in the applicable Program Guide.

2.38. "Updates" means any corrections, bug fixes, features or functions added to or removed from the Software or Cloud Services if and when made generally available by Company under Maintenance.

2.39. Any capitalized terms not defined in this Master Partner Agreement are as defined at: <https://www.cloud.com/legal/terms> .

3. Program Participation.

3.1. The Benefits and Requirements of each Business Unit Partner Program for Partner's then-current type and Tier are set forth in the applicable Program Guide and/or Partner Portal as may be modified from time to time. Each Partner Addendum sets forth the non-exclusive rights applicable to the applicable Partner Program type or Benefit described therein. Subject to Partner's fulfillment of the terms and conditions of the Agreement, including those applicable to Partner's type and Tier in the Territory, Partner shall be entitled to receive the applicable Benefits set forth in the Program Guide and/or on the Partner Portal. Certain Benefits may be subject to additional terms and/or payment of additional fees.

3.2. Unless otherwise set forth in the applicable Program Guide, Company may reassign a Partner's Tier upon prior notice if Partner has not met the Requirements for the assigned Tier and has not remedied such deficiency prior to the expiration of the notice period. Tiers are Partner Program specific and eligibility to participate in a given Tier does not affect Tier eligibility or assignment in another Partner Program.

4. Restrictions.

Except as expressly granted in the Agreement or permitted by applicable law, Partner shall not (i) make any representations or warranties regarding Products other than as provided in the End User Agreement; (ii) make more copies of any Products provided under the Agreement than is permitted or use unlicensed versions of the Products; (iii) sublicense, distribute, or pledge the rights or Benefits granted in the

Agreement; (v) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to Products or Materials; (vi) remove, obscure, or obfuscate any copyright, trademark or other proprietary notice, label or marking on the Products (vii) use or access any embedded or bundled component of Products or Materials on a stand-alone basis where such embedded or bundled component is provided for the sole purpose of enabling the functionality of such Product; (viii) use provided third party software except in conjunction with Products and subject to the same use rights that it has to the Products; (ix) use any third party software in conjunction with any Products or Materials, unless Partner ensures that such use does not cause the Products to become subject to any third party license or require the public disclosure or distribution of any Products or Materials for the purpose of making derivative works; (x) offer to sell, and/or resell Products or Materials; and (xi) if Partner is a Company competitor, use Products or Materials for competitive benchmarking or analysis, unless permitted under applicable law. To the extent that any applicable mandatory laws (for example, national laws implementing EC Directive 2009/24/EC on the Legal Protection of Computer Programs) give Partner the right to perform any of the aforementioned activities without the consent of Company to gain certain information about the Products, before Partner exercises any such rights, Partner shall first request such information from Company in writing detailing the purpose for which Partner needs the information. Only if and after Company denies Partner request, shall Partner exercise such statutory rights.

5. Orders, Payment and Delivery of Products.

5.1. Orders. During the term of the Agreement, Partner may place Orders in the Territory for Products on the Price List in accordance with the applicable Partner Addendum. Unless direct purchasing is expressly permitted under the applicable Partner Addendum, all Orders shall be placed by Partner with Distributors in the Territory and all pricing, ordering process, payment and shipment terms shall be set by the Distributor. Nothing contained in the Agreement shall in any way establish the prices at which the Distributor distributes the Products to Partner. Company may modify its Price List at any time upon thirty (30) days' notice.

5.2. Direct Orders. If specifically permitted under a Partner Addendum or otherwise agreed in writing by Company, upon completion and acceptance of a submitted Company credit form application, Partner may place Orders for Products on the Price List directly with Company in the Territory as instructed and made available by Company. Payments are due to Company net thirty (30) days from the date of invoice. Company may charge Partner an additional 1.5% per month (or such lower amount as required by applicable law) for all amounts that are not paid on time. Company may suspend or terminate delivery of any Product, or any portion thereof, for non-payment. Prices made available by Company are exclusive of all applicable transactional taxes on Products (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties imposed by any government entity or collecting agency. Any other charges such as installation, financing or special packaging are additional. Company may require pre-payment at any time in the event that Partner exceeds its credit limit and/or fails to make payment on time.

5.3. General Ordering Terms. All Orders, including renewals, are subject to acceptance by Company in its discretion. The Company Product SKU or License Type on an Order determines the Product entitlement. The Distributor or Company (as applicable) will provide Partner with the available Product SKU or License Type offerings upon request. All End User information provided by Partner or on behalf of an End User must be current, complete and accurate, and Partner and any End User are responsible for keeping such information updated. All purchases from Company and Distributors shall be final with no right of cancellation, return or refund, except as expressly permitted under the Agreement.

5.4. Delivery. Company shall deliver Software, Cloud Services and Courseware electronically and delivery is deemed complete when the Product is made available to Partner or Customer as specified in the Order. Company shall ship Hardware (or other tangible Product components, if any) Ex Works Company's shipping location (Incoterms 2020), and title shall pass upon delivery by Company to the shipping location.

5.5. Taxes. For Orders placed by Partner directly with Company, Company shall charge Partner for applicable taxes for the relevant jurisdiction. Partner shall be responsible for providing all valid tax exemption certificates to Company in advance of exempt purchases, if applicable. In the United States, a tax exemption certificate for each state to which Company will be shipping products and Partner's home state tax exemption certificate will be required. If Partner is required to withhold taxes on payments to Company, Partner will promptly furnish Company all required tax receipts and/or valid tax documentation substantiating such payment. If Partner fails to provide such tax receipts and documentation, Company may require Partner to gross up in order to pay the full amount stated in the invoice.

5.6. Ordering by Affiliates. If permitted in the Program Guide and/or a Partner Addendum, Partner Affiliates with headquarters located in a Territory can place Orders for Products in accordance with the applicable Partner Addendum if available on the applicable Price List for the Territory. Partner warrants that it has the authority to bind such Affiliates under this Agreement. Partner and Affiliates will be jointly and severally liable to Company in the event of any breach of the Agreement or an Order by a Partner Affiliate. Partner shall ensure the Affiliates comply with all rights, restrictions and obligations in the Agreement. Each participating Affiliate must meet Company's compliance requirements set forth in the Agreement. Partner assumes credit liability for each participating Affiliate. Company reserves the right to reject a Partner Affiliate or require an Affiliate to execute a separate Master Partner Agreement, participation agreement, other required Company documents and/or compliance reviews prior to accepting an Order.

5.7. Auto-renewals. Certain Products may be auto-renewing. Partner's purchase and resale of an auto-renewing Product does not obligate or entitle it to participate in the purchase and/or resale of the renewal. Requirements relating to resale of auto-renewing offerings are set forth in the applicable Partner Addendum or Program Guide.

5.8. Multi-year and Consumption-based purchases. If Partner places an Order for a multi-year Subscription for any Product, or a multi-year renewal for any Product, the purchase is for the full value stated in the Order and is non-cancellable during the Term stated in the Order. If Partner purchases a Subscription offering under a consumption-based model, Partner's purchase constitutes its agreement to be invoiced for and pay for consumption at intervals and pricing as defined in the licensing model (and for indirect orders, as may be otherwise agreed to by the Distributor). Company reserves the right to suspend and/or terminate Subscription offerings or any portion thereof for non-payment and as otherwise set forth in the Company EUA.

6. Trademarks.

6.1. Company and Partner shall have the right to identify Partner as the Partner type and Tier set forth in each Partner Addendum for each applicable Partner Program. Partner shall refer to Products in compliance with the applicable Company Trademark Guidelines located at <https://www.cloud.com/content/dam/cloud/documents/legal/cloud-software-group-trademark-guidelines.pdf>. Partner is not permitted to use the Company Marks other than as expressly set forth in the Agreement and the Company Trademark Guidelines. Partner shall obtain Company's written approval prior to any other use of Company Marks. Partner shall not register or apply for registration of any trademark service mark, business name, Partner name or trade name, which is identical or similar in whole part to any Company Marks. Partner will do all things necessary to transfer any such trade mark, service mark, business name, Partner name or trade name to Company. Except as expressly granted herein, no license to use Company Marks is granted or implied. All use of Company Marks by Partner shall inure to the benefit of Company.

6.2. Company may identify Partner as a Partner in accordance with the applicable Partner Program(s) and in advertising and promotional materials in connection with the sales and promotion of Products. Partner consents to Company's use of Partner Marks on Company websites, Partner Portal(s) and/or Company internal presentations, and as otherwise set forth in this Section 6. Partner shall provide Company with digital files and artwork of Partners logo and Partner's trademark usage guideline for such purposes. All use of Partner Marks by Company shall inure to the benefit of Partner.

6.3. Notwithstanding the obligations of confidentiality and subject to each Party's then-current trademark usage guidelines each Party may (i) use the other Party's name to line-list the other Party, where such Party maintains an internal or public list of similar partners, and (ii) use the other Party's name, and other trademarks relevant to an accurate description of the Parties' relationship in any internal or public materials or presentations describing the overall relationship between the Parties under the Agreement. Each Party shall obtain the other Party's prior approval for any press release, and any other publicity that contains claims, quotes, or endorsements of the other Party. The terms of this Section 6 shall supersede any conflicting terms as set forth in Partner's then-current trademark usage guidelines.

6.4. In no event shall a Company Mark or Partner Mark be used by the receiving Party in any disparaging, unlawful, or derogatory manner or in a manner that may diminish, damage or jeopardize a Company Mark or Partner Mark or any associated goodwill.

7. Confidentiality.

7.1. Non-Disclosure. Neither party shall disclose Confidential Information to any third party (other than an Affiliate or to an Authorized Distributor) without the disclosing Party's prior consent. Confidential Information

may only be disclosed to recipients that need to know such information, and on the condition that the recipient is subject to a written agreement to protect information with terms as protective as the Agreement. Company may use data collected during the term of the Agreement or any Order for any purpose in an aggregated, anonymized form, provided that such data is aggregated from more than one customer, End User or Partner and does not identify Partner, Partner employees, or End Users. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.

7.2. Exclusions. The duty to protect Confidential Information does not apply to information that is shown to be: (i) available to the public other than by a breach of a confidentiality obligation; (ii) rightfully received from a third party not in breach of a confidentiality obligation; (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other than under a separate confidentiality obligation); (v) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

7.3. Remedies. Except as prohibited by local law, each party shall indemnify the other for any damages (including reasonable expenses) the other may sustain resulting from a breach of this Section. Money damages may not be a sufficient remedy for a breach of confidentiality. If either party breaches the confidentiality obligations, the non-breaching party may seek injunctive or other equitable relief without the necessity of posting a bond even if otherwise normally required. Such injunctive or equitable relief is in addition to all other rights and remedies available at law or in equity.

8. Demonstration Use

8.1. For eligible Partners where specified as a Program Benefit in the applicable Program Guide, Company may provide to Partner Product for demonstration use ("Demonstration License"). Partner may use up to the specified Number of Units of the Product set forth in the Program Guide or as published on the Partner Portal solely for: (i) demonstration of the Product to prospective End Users (other than any competitors of Company), (ii) internal testing purposes to determine the suitability of the Product for Partner's prospective End Users, and (iii) training purposes for Partner's personnel.

8.2. Products provided under a Demonstration License may only i) be installed on Partner equipment, or ii) be deployed by Partner on Partner's AWS, Microsoft Azure, Google Cloud or similar environments. The Demonstration License Products may not be deployed on End User Customer or other third party equipment/environments. No End User Customer access or use is included.

8.3. Demonstration Licenses may be suspended or terminated at any time by Company in its sole discretion with or without notice.

8.4. IF PROVIDED, THE DEMONSTRATION LICENSE IS PROVIDED "AS IS" AND WITHOUT WARRANTY, MAINTENANCE OR INDEMNITIES. ANY DATA PROVIDED BY PARTNER TO COMPANY IN CONNECTION WITH A DEMONSTRATION LICENSE WILL BE PERMANENTLY LOST UNLESS PARTNER EXPORTS SUCH DATA BEFORE THE END OF THE DEMONSTRATION LICENSE.

9. Developer Evaluation

Products provided for Developer evaluation, or described as "Alpha," "Beta," "Tech Preview," or "Labs" by the Business Unit under an Order or in the Program Guide, may be used for development evaluation purposes only, must not be used or deployed in or on a Production or non-evaluation development environment, and are provided "AS IS" without Maintenance or any warranties or indemnities. Such offerings may contain bugs, errors, and other defects. Company does not make any representations, promises, or guarantees that such offerings will be publicly announced or made generally available. Such offerings can be suspended or terminated at any time by Company in its sole discretion with or without notice to Partner. Notwithstanding anything to the contrary in this Agreement, such offerings may be deployed by Partner on AWS, Microsoft Azure, or similar environments. Partner grants an irrevocable, worldwide, royalty-free, transferable, sublicenseable, and perpetual license to use, modify, publish, and distribute any information, comments, suggestions, possible improvements or other feedback provided by Partner with respect to Products or Company's business practices ("Feedback") as well as to make, have made, distribute, sell, offer to sell, display, perform and otherwise exploit products and services that use such Feedback for any purpose without restriction.

10. Intellectual Property

10.1. Company Proprietary Rights. Company and its Affiliates own, or have license rights to, all intellectual property rights in the Products, Materials, Documentation, and all adaptations, modifications, translations and derivatives thereof (collectively "Protected Materials") and Company Marks, which are protected by applicable patent, copyright, trademark and trade secret laws. Partner must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials without alteration or deletion. Except as expressly stated in the Agreement, Partner receives no other rights to use any of Company's Protected Materials or Company Marks and Partner has no right, title or interest in or to the Protected Materials, Products, Company Marks or any intellectual property rights related thereto. In no event may Partner alter or delete any proprietary notices on Protected Materials. ALL RIGHTS NOT EXPRESSLY GRANTED IN THE AGREEMENT ARE RESERVED BY COMPANY OR ITS LICENSORS.

10.2. Notification of Unauthorized Use. Partner shall promptly notify Company in writing upon its discovery of any unauthorized use of the Products or of any infringement of a Protected Materials or other intellectual property rights. Company shall have the sole and exclusive right to bring an infringement action or proceeding against a third party, and, in the event that Company brings such an action or proceeding, Partner shall cooperate and provide full information and assistance to Company in connection with any such action or proceeding.

10.3. Partner Proprietary Rights. Partner Content and Partner provided Personal Data is and remains the property of Partner or its End User as applicable; except for a limited, non-exclusive, worldwide license to Company to use the Partner Content and Partner provided Personal Data to provide any services or otherwise fulfill its obligations under the Agreement, including but not limited to any Order.

10.4. Open Source Software. Certain Products include Open Source Software that is governed by the open source license(s) indicated as applicable to the code at <https://www.citrix.com/buy/licensing/open-source.html> or as set forth in the Documentation.

11. Company Warranties and Disclaimer

To the extent permitted by law, the following warranties apply:

11.1. Software Warranty. Company warrants that for a period of ninety (90) days from initial delivery of Software, the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications in the Documentation.

11.2. Cloud Services Warranty. Company warrants that during the Term of a Cloud Service, the Cloud Service, when used in accordance with the Documentation, will operate in all material respects with the Documentation.

11.3. Other Services Warranties. Company warrants that Maintenance, Consulting Services, and Educational Services will be delivered in a professional manner, but does not warrant that every question or problem raised will be resolved, or resolved in a certain amount of time.

11.4. Warranty Remedy. If the Software or Cloud Services does not perform as warranted during the applicable warranty period, Company shall use commercially reasonable efforts to correct Errors. Partner shall promptly notify Company in writing of its claim within the applicable warranty period. Provided that such claim is determined by Company to be Company's responsibility, Partner's exclusive remedy under warranty as Partner's exclusive remedy for any warranty claim, Company shall, within 30 days of its receipt of Partner's written notice, (i) correct such Error; (ii) provide Partner with a plan reasonably acceptable to Partner for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company may terminate the license for the affected Product and issue a refund of the license Fees paid for the affected Product either to Partner or End User, as applicable. The preceding warranty cure constitutes Company's entire liability and Partner's exclusive remedy for Company's breach of the warranties stated in this Section 11. Partner's exclusive remedy under this warranty for Maintenance, Consulting Services, and Educational Services is re-performance of the services. If the Hardware does not perform as warranted during the applicable warranty period, Company's entire liability and Partner's exclusive remedy (which is subject to Partner returning the Hardware to Company or Distributor as applicable and confirming that such return is finalized) will be, at the sole option of Company and subject to applicable law, to replace the Hardware or to refund the purchase price paid for the Hardware, and to terminate any Software licenses associated with the Hardware.

11.5. WARRANTY DISCLAIMER. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, COMPANY AND ITS SUPPLIERS MAKE AND PARTNER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND COMPANY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM 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. PRODUCTS, ARE NOT INTENDED FOR ANY USE WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. PARTNER ASSUMES FULL RESPONSIBILITY FOR ITS SELECTION TO ACHIEVE ITS INTENDED RESULTS, AND FOR ITS USE, AND RESULTS OBTAINED THEREFROM.

11.6. Company shall not be responsible for any claimed breach of warranty arising out of i) modifications to Products made by Partner or any party other than Company, (ii) Partner's failure to use any Updates or other corrected versions of Products made available by Company, (iii) Errors caused by customizations, (iv) any use of Products by Partner or End Users that is outside the operating procedures stated in the Documentation, (v) adherence to Partner's instructions by Company during the delivery of Consulting Services.

11.7. End User Warranties. The warranties for Products resold by Partner to an End User are provided solely under the terms of the End User Agreement.

12. Partner Warranties

12.1. Partner represents and warrants that it shall: (i) employ reasonable professional standards in performance of its rights and obligations under the Agreement, (ii) avoid deceptive, misleading or unethical practices that may be detrimental to Company or the Products; (iii) not make any representations or warranties regarding the Products other than as provided in the End User Agreement; (iv) NOT PARTICIPATE IN, OR PROVIDE INFORMATION THAT COULD BE CONSTRUED TO FURTHER ANY ECONOMIC OR OTHER TYPE OF BOYCOTT NOT SANCTIONED BY THE UNITED STATES GOVERNMENT AND OR APPLICABLE LOCAL LAWS.

12.2. In the event that Partner is doing business with a U.S. Government Entity("U.S. Government Opportunity") and Partner is otherwise eligible for any Incentive as set forth in the Program Guide, by agreeing to participate in the Incentive, Partner represents and warrants that it is acting in the capacity of a bona fide selling agent and warrants to Company that Partner: (i) is not prohibited under the terms and conditions of such U.S. Government Opportunity or applicable laws or regulations, from accepting Incentives or participating in the Incentives offered under the Program Guide;(ii) has not been engaged to provide independent advice and recommendations to any Government Entity, and that any additional suggested discounts will be earned solely in accordance with the terms and conditions of the Partner Program Benefits;(iii) has fully disclosed to the Government Entity that it is an authorized selling agent of Company Products and that it may receive an Incentive from Company in connection with such U.S. Government Opportunity;(iv) has not sought or received access to any source selection information, confidential or proprietary contractor bid or proposal information, or other nonpublic information relating to such US Government Opportunity, and has otherwise complied with the Procurement Integrity Act and other applicable laws and regulations that apply when selling to any U.S. Government Entity; and (v) has properly accounted for any Incentives received in connection with a U.S. Government Opportunity, to the extent required under the terms and conditions of such U.S. Government Opportunity, applicable laws or regulations.

12.3. Partner's representations and warranties form a material part of participation under the applicable Partner Program Incentive. Any breach of or misrepresentation in connection with these representations and warranties is a material breach and will constitute grounds for the immediate termination of the Partner's rights under the Incentive and/or Agreement, including, but not limited to, forfeiture of the Partner's right to any Incentive, that was obtained as a direct or indirect result of a violation of the terms and conditions of the Incentive or the Agreement.

13. U.S. Government End-Users

If the End User Customer is a U.S. Government Entity, the Products constitute "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions,

and limitations set forth in the Agreement and End User Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these terms are deemed not applicable, the Government's right to use, duplicate, or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is Cloud Software Group, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309

14. Indemnity Obligations by Company.

14.1. Defense or Settlement of Claims. In the event of any claim, suit or proceeding brought against Partner is based on an allegation that a Product (excluding Open Source Software) infringes upon any patent, copyright or trade secret of any third party ("Infringement Claim"), Company shall indemnify and 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 Company in resolution of such Infringement Claim, provided Partner: (i) promptly notifies Company in writing of the Infringement Claim; (ii) gives Company sole control over the defense or settlement of the Infringement Claim; and (iii) provides reasonable assistance in the defense of the same.

14.2. Infringement Remedies. If Partner's use of any of the Products is, or in Company's opinion is likely to be, enjoined as a result of an Infringement Claim Company may at its sole expense and option: (i) procure for Partner the right to continue to use and have others use Products as contemplated in the Order; (ii) replace or modify the Product to make it non-infringing; or if neither of the foregoing is possible or commercially practicable, (iii) terminate the license or Subscription, as applicable, to the Product. If Company exercises the remedies set forth under Subsection (iii), Company shall provide, as applicable, Partner or the End User (not both) with a pro-rated refund of any unused prepaid fees as of the termination date for the applicable Product under an Order and relief from any subsequent payments due for the terminated Subscription.

14.3. Exclusions. Company assumes no liability for any Infringement Claim or allegations of infringement based on: (i) Partner's marketing, access to and/or use of any Product after notice that Partner should cease the sale, marketing or use of such Product due to an Infringement Claim; (ii) any modification of the Product by End User, Partner or at Partner's direction; (iii) the combination of the Product with non-Company hardware, software, services, data or other content or materials if such Infringement Claim would have been avoided by the use of the Product alone; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Company or involving any marking or branding applied at Partner or End User request. THE FOREGOING STATES PARTNER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.

15. Indemnity Obligations by Partner.

Partner shall defend, and indemnify, at its expense, any suit, matter, claim, allegation or proceeding brought against Company by any third-party relating in any way to Partner's (i) design, manufacture, marketing (including misrepresentation), sale or delivery of its own products or services to End Users (including those that embed or bundle Products); (ii) modifications or alterations to the Product; (iii), marketing or sale of Company Products or Services; (iv) any representations or warranties made by Partner regarding the Products other than those set forth in the End User Agreement (v) failure to provide tax exemption certificates as required (vi) breach of Sections 12 (Partner Warranties), 18 (Compliance) or 21 (Export) or (v) breach of End User notification and consent requirement pursuant to Section 22. Company will promptly notify Partner in writing of such claim, and Partner shall have sole control of such defense and all negotiations for any settlement or compromise. Company will provide reasonable assistance at Partner's request and expense.

16. Limitation of Liability.

SUBJECT TO APPLICABLE LAW, (A) NEITHER COMPANY, COMPANY AFFILIATES OR LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF OPPORTUNITY AND THE LIKE) ARISING OUT OF THIS AGREEMENT AND OR THE USE OF OR INABILITY TO USE THE PROGRAM BENEFITS AND OR PRODUCTS, OR PROVISION OF, OR FAILURE TO PROVIDE, SUPPORT OR OTHER SUCH PROGRAM BENEFITS OR PRODUCTS, EVEN IF COMPANY OR COMPANY AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN; AND (B) THE TOTAL CUMULATIVE LIABILITY OF COMPANY AND COMPANY AFFILIATES, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL, IN THE AGGREGATE, NOT EXCEED THE AMOUNT PAID OR

PAYABLE BY PARTNER FOR THE BENEFITS AND/OR PRODUCTS AT ISSUE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.

17. Term and Termination.

17.1. The Agreement shall take effect on the Effective Date, and unless terminated earlier as provided herein, shall continue for one year from the first March 1 following the Effective Date. This Agreement shall automatically terminate in the event there is no active Partner Addendum to this Agreement.

17.2. Either party shall have the right to terminate the Agreement at any time, with or without cause, on thirty (30) days prior written notice, unless a longer notice period is required by governing law.

17.3. Termination of the Agreement shall terminate all Partner Addenda. Neither party shall be responsible to the other for any costs or damages resulting from the termination of this Agreement and/or the Partner Addendum(Addenda). Upon expiration or termination of the Agreement, including the Partner Addendum, all rights and licenses and Benefits granted by the Agreement shall terminate and revert to Company. Unless otherwise expressly set forth in a Partner Addendum, Partner shall immediately cease marketing and representing itself as a Company partner and cease use of all Protected Materials, including but not limited to Products and Company Marks. The Parties shall promptly return or destroy all Confidential Information of the other Party and Partner shall pay any fees or charges that were committed or due and unpaid upon the effective date of termination. Upon expiration or termination of this Agreement, at Company's sole option any or all outstanding End User receivables for Subscriptions between Partner and End User in effect as of the date of termination of this Agreement shall be assigned by Partner to Company (or its designee) and Partner agrees to fully cooperate in effecting such assignments. Partner shall promptly transfer to Company all fees paid by End Users attributable to the unexpired Term of the Orders. Upon Company's request Partner shall reasonably cooperate with Company in notifying End Users, that they may thereafter contact Company regarding renewal of such Products, if generally available in the Territory, from other Company authorized partners. Termination of a Partner Addendum does not serve to terminate the Agreement.

18. Compliance.

18.1. Partner represents and warrants that neither it nor its owners, directors, employees, agents or partners has, or will directly or indirectly offer(ed), promise(d), give(n) or pay/paid, or authorize(d) payment of anything of value (including, but not limited to, any Incentive) to any person to improperly obtain, retain or direct business or secure an improper advantage in connection with the marketing or sale of Company Products.

18.2. Partner represents and warrants that to the best of its knowledge none of its owners, directors, employees, agents, or partners has been convicted of or pleaded guilty to bribery, fraud, corruption or related charges.

18.3. PARTNER SHALL COMPLY WITH THE UNITED STATES FOREIGN CORRUPT PRACTICES ACT OF 1977 (AS AMENDED), THE UK BRIBERY ACT OF 2010 OR ANY OTHER APPLICABLE SIMILAR ANTI-BRIBERY AND ANTI-CORRUPTION LAWS IN THE COUNTRIES WHERE PARTNER IS PERFORMING UNDER THE AGREEMENT AND THE THEN CURRENT COMPANY PARTNER/SUPPLIER CODE OF BUSINESS CONDUCT AND ETHICS POLICY LOCATED AT www.cloud.com/content/dam/cloud/documents/supplier-partner-code-of-business-conduct.pdf.

18.4. Partner will implement adequate procedures to prevent a breach of this Section 18 and complete the compliance training and any required documentation provided to Partner by Company affirming Partner's compliance with this Section.

18.5. Partner represents and warrants that all books, accounts and records related to its business with Company shall be complete and accurate and that no side, off-books funds or holding funds have been or will be directly or indirectly created or maintained. Partner has and shall maintain sufficient internal controls to ensure the accuracy of such books, accounts and records.

18.6. If Partner becomes aware of a breach or potential breach of this Section 18, or any applicable anti-corruption laws, Partner shall promptly notify Company. In the event that Company has reason to believe that a breach of this Section 18 has or may occur, without limiting Company's remedy in law or equity, Company may at its discretion, and without liability or prior notice to Partner: (i) immediately terminate this Agreement; and/or (ii) suspend or withhold delivery of any Products, Incentive or payment otherwise due and payable by Company to Partner under the Agreement.

19. Audit.

During the term of the Agreement (and any renewal) and for a period the later of two years after termination or expiration, or two years after the final payment under this Agreement, Partner shall (i) upon no less than ten (10) days prior notice allow Company, or its independent third party designee, access to such books, accounts and records and personnel to verify compliance with the Agreement including, but not limited to, complete records of the pricing of all transactions to and including the End User and/or evidence of Partner acting as a bona fide selling agent; (ii) allow Company to make and retain copies of such books, accounts and records; (iii) provide Company with any systems tools necessary to enable such access; and (iv) provide any assistance reasonably requested by Company or its designee in conducting any such audit, that may include installing and operating audit software. Partner shall maintain an accounting system that enables Company, or its designee, to clearly identify any prices, margins, discounts and rebates or other payments relating to this Agreement that are related to Products, whether sold separately or as part of a larger transaction that includes third party products or services. If Company or any person acting on its behalf requests for the purposes of an audit, a specific document, record or information regarding a transaction involving Products pursuant to the preparation for and/or conduct of an audit, Partner shall provide the requested document or record within five (5) days from the date of the request (email shall suffice for any notice under this Section). Company shall treat information provided by Partner under this Section 19 as Confidential Information. Partner's failure to comply with the provisions of this Section will constitute a material breach of the Agreement. Partner shall promptly cure any noncompliance. If the audit reveals Partner's noncompliance exceeds 5% of its entitlement or any amount due Company, Partner shall reimburse Company for the reasonable costs and expenses of the audit (including, but not limited to attorneys' fees); provided, however, that the obligations under this Section 19 do not constitute a waiver of Company's termination rights and do not affect Company's right to payment for Products related to usage in excess of the Number of Units. Company shall have the same rights with respect to any Partner Affiliate and Partner shall ensure that the Partner Affiliate complies with any audit required by Company under the Agreement.

20. Reservation of Rights.

Company reserves the right at any time to: (i) to market, license, sell, resell, distribute, install, support, maintain and/or perform any activities relating to its Products in or outside the Territory, directly and/or indirectly by itself or through any Company Affiliate(s), other partners, other third parties and /or distribution channels; (ii) discontinue the manufacture, distribution, Maintenance and/or availability of any Product and/or intellectual property in the Territory; (iii) rename, repackage, modify, improve and/or change the design and/or functionality of any Product and/or intellectual property; and/or (iv) exercise or perform any of Company's rights or obligations under the Agreement through or by any Company Affiliate. Upon written notice to Partner, Company shall have the right, to prevent Partner from exercising any rights or performing any portion of the Agreement in any country in the Territory if Company reasonably concludes that the country (a) does not provide adequate protection for Company's Protected Materials and proprietary rights, or (b) has laws, or the government in such country has committed acts, which Company deems injurious to its business interests.

21. Export.

The Products are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and Partner shall comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Partner shall not, directly or indirectly, export, re-export, transfer, import, sell, lease, supply, or allow access to or use of the Products in or for embargoed or sanctioned countries/regions, by sanctioned or restricted persons, or for prohibited end-uses under U.S. law without authorization from the U.S. government.

22. Privacy.

22.1. The Partner Data Processing Addendum ("Partner DPA") <https://www.cloud.com/content/dam/cloud/documents/legal/partner-data-processing-addendum.pdf> describes the conditions under which Company and Partner shall comply with data protection laws with respect to any Personal Data provided by one Party (acting as a Controller) to the other (acting as a Processor) and processed for the purpose(s) contemplated by the Agreement. To the extent that Company provides Personal Data (including that of End users and prospective customers of Company Products) directly to Partner, or through the provision of hosting services using the Products, Partner is prohibited from selling, retaining, using, or disclosing such Personal Data for any purpose other than their expressly granted performance rights as a Partner under the Agreement. Where Partner is providing Personal Data, Partner shall provide End Users with all information or notices required by applicable privacy and data protection laws to provide and, if necessary, obtain the consent of or provide choices to such End Users as necessary.

22.2. Company may collect and use data and related information, including, but not limited to, technical information about devices, systems, related software, services, or peripherals associated with Partner use of

the Products provided under the Agreement (excluding Partner Content). Data collected may be used for purposes of facilitating the provision of Updates, license authentication, Maintenance, analytics and other purposes consistent with the then current Company Privacy Policy at <https://www.cloud.com/privacy-policy>. Partner shall provide End Users with all information or notices required by applicable privacy and data protection laws to provide and, if necessary, obtain the consent of or provide choices to such End Users as necessary.

23. General.

23.1. Assignment. Partner may not assign its rights or delegate its duties under this Agreement either in whole or in part without Company's prior written consent. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns. Company may assign this Agreement at any time upon notice to Partner. Upon notice to Partner, Company may replicate this Agreement and any Addendum to form a new agreement between Partner and a new or divested entity that may or may not be qualified as an Affiliate under the terms of the Agreement.

23.2. Notices. All notices required under this Agreement must be in writing and delivered as last designated on the account for Partner. Notice is deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt. Company may provide Partner notices through Partner Central or dashboards, which shall be deemed effective immediately. A copy of all legal notices from Partner to Company must be sent to contract-notice@cloud.com or other email addresses provided by Company.

23.3. Relationship of the Parties. Partner shall have no authority, express or implied, to assume or create any obligation on behalf of Company and shall have no authority to represent Company in any other capacity than as expressly provided in this Agreement. The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Company may subcontract responsibilities under this Agreement, but remains responsible for the breach of this Agreement by the acts or omissions of its subcontractors. Company Affiliates may fulfill obligations under this Agreement and such activity is not considered to be a subcontracted responsibility.

23.4. Governing Law and Venue. If Partner is entering into the Agreement from a European Union member country, Norway, Switzerland, Japan, India or Australia, then the Agreement is governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland. Otherwise, the Agreement is governed by the laws of the State of Florida, U.S.A. and Partner agrees that it must institute any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Broward County, Florida. Partner hereby waives any objection that it may have to Company instituting any suit, action, or proceeding arising out of this Agreement in the state or federal courts located in Broward County, Florida, and Partner hereby irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

23.5. Force Majeure. Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, pandemics, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("Force Majeure"). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

23.6. Validity. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

23.7. Waiver. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. Company failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative.

23.8. Third Party Beneficiary. Except as expressly stated, the Agreement is for the benefit of the Parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party.

23.9. Survival. Termination or expiration of this Agreement shall not relieve either party of any liability or obligation intended by the parties to survive expiration or termination. The provisions of Sections 1 (Definitions), 4 (Restrictions), 5 (Orders, Payment and Delivery of Products), 10.1 (Company Proprietary Rights), 10.3 (Partner Proprietary Rights), 14 (Indemnity Obligations by Company), 15 (Indemnity Obligations by Partner), 16 (Limitation of Liability), 17 (Termination), 18 (Compliance), 19 (Audit), Section 21 (Export) survive any termination of the Agreement. The provisions of Section 7 (Confidentiality) survive any termination of the Agreement for three (3) years, except for trade secrets which shall remain confidential for so long as they remain trade secrets.

23.10. Entirety of Agreement, Order of Precedence. The Agreement, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior and contemporaneous communications including all prior and current agreements between Partner and Company and any of its current or former Affiliates. Except for Company documents incorporated by reference, no term or provision of the Agreement may be changed, waived, discharged or terminated except by a writing signed by duly authorized representatives of the parties. Nothing contained in any Purchase Order or any other document submitted by Partner shall in any way add to or modify the Agreement, including any applicable Partner Addendum, or any End User Agreement or Company license program terms for which an Order is submitted. All references in this Agreement or in related documentation to the "sale" or "purchase" of Software shall mean the distribution of software to Partner or the End User subject to the licenses granted under the Agreement. In the event of a conflict between the terms of the MPA and any Partner Addendum (including the corresponding Program Guide), the Partner Addendum (and the corresponding Program Guide) shall control for purposes of that Partner Addendum only.

23.11. The headings used in this Agreement are intended for convenience only and shall not modify any provisions.

23.12. Cooperation on Disputes. Partner agrees to cooperate with Company regarding any inquiry, dispute or controversy in which Company may become involved and of which Partner may have knowledge. Such cooperation shall include disclosure of relevant documents and financial information, and if needed interviews of Partner personnel. Such obligation shall continue after the expiration or termination of this Agreement.

23.13. Language. The Agreement is in the English language and any translation shall be considered indicative only. In the event of any conflict, the English language version of the Agreement shall prevail over any translation prepared in any other language.

This Agreement may be executed by click through or electronic signature and delivered by electronic signature, email or instantaneous electronic transmission. Such delivery shall be considered valid and effective for all purposes. Company's acceptance of the Agreement shall be deemed to have occurred upon Company's initial delivery of Program Benefits or access to the Partner Portal being made available to Partner.

Citrix Fusion Service Provider Partner Program Addendum

This Citrix Fusion Service Provider Partner Program Addendum ("CSP Addendum") is entered into pursuant to and hereby incorporates the Cloud Software Group Master Partner Agreement ("MPA") between Cloud Software Group, Inc. ("Company") and its Affiliates and the entity that has executed this CSP Addendum ("Partner"). Partner and Company shall be referred to in the singular as "Party" and together as "Parties". This CSP Addendum is one component of the Agreement under which Partner joins the Citrix Fusion Partner Program. In the event of a conflict between the terms contained in this CSP Addendum and the MPA, the terms and conditions of this CSP Addendum shall take precedence only for the matters contemplated in this CSP Addendum.

Partner agrees to the terms of this CSP Addendum by accepting these terms or submitting an Order hereunder that is accepted by Company. Any Order under this CSP Addendum shall be between the Partner and the Cloud Software Group entity referenced in the Order. Except as otherwise provided in this CSP Addendum, any capitalized term not defined in this CSP Addendum shall have the meaning set forth in the MPA, the Citrix Fusion Program Guide or the End User Agreement.

The Citrix Fusion Program Guide located at <https://citrix.seismic.com/Link/Content/DCF8V9dqc9md28QXc7dGjdHRDJX8> shall govern Partner's participation as an CSP Partner in the Citrix Fusion Partner Program under this CSP Addendum. Participation in other Company Partner Programs shall require the execution of another Partner Program Addendum.

1. Definitions.

- 1.1. "Client Products" means Software distributed in object code form that allows a computer to access and utilize the Server Products made accessible through the CSP Services.
- 1.2. "CSP Addendum Term" shall take effect on the earlier of the date Partner agrees to these the terms of this CSP Addendum or the date Partner submits an Order under this CSP Addendum, shall continue for one year from the first March 1 following the Effective Date.
- 1.3. "CSP Services" means hosted services offered by Partner to CSP Service Customer(s) allowing such CSP Service Customer to access (using the Client Products or other means of permitted access, as applicable) the functionality of the Server Products or Cloud Services available for CSP Partners as set forth in the Program Guide or Partner Portal.
- 1.4. "CSP Services Agreement" means a service agreement entered into between Partner and CSP Service Customer(s) setting forth the terms and conditions under which Partner provides the CSP Services.
- 1.5. "CSP Service Customer" shall mean any third party End User that obtains the CSP Services solely in order to fulfill their own internal needs (and not for resale, marketing, or leasing or providing services to any other third party).
- 1.6. "Monthly Report" shall mean the usage report Partner provides to the Distributor indicating all Product access and use of the Products provided under this CSP Addendum during the previous month.
- 1.7. "Server Products" means Software available for CSP Partners as set forth the Program Guide or Partner Portal that enables the CSP Services.

2. Partner Requirements.

- 2.1. Subject to Partner's compliance with the Agreement, including this CSP Addendum, Partner shall receive the Benefits set forth in the Program Guide for Partner's assigned Tier for CSP Partners as may be modified from time to time.
- 2.2. Partner will: (i) met all of the Requirements for its type and Tier in the Program Guide; (ii) insure that all price lists, promotional literature, and other such material prepared by or for Partner for public distribution with respect to Products bear the appropriate copyright and trademark notices, as applicable; and (iii) flow down the applicable terms and conditions as set forth in this CSP Addendum to CSP Service Customers.
- 2.3. Partner shall comply with all applicable laws, rules and regulations within the Territory. Without limiting the foregoing, Partner shall notify Company of, and with Company's prior written consent shall promptly make, any filings or registrations of or relating to this CSP Addendum or an Order in a timely manner as may be required by applicable local law. At Company's request, Partner will promptly provide evidence of such filings and registrations to Company.

3. Additional License Grants.

- 3.1. **Hosting Use Grant.** During the CSP Addendum Term, Company grants to Partner a non-exclusive, non-transferable, limited term worldwide license to use the Number of Units of Server Products and Client Products or Cloud Services Subscriptions in an Order subject to the license model and entitlement associated with the Product SKU(s) to host CSP Services marketed and sold in the Territory. The CSP hosting environment for Server Products and Client Products must be physically or virtually distinct and separate from any environment where non-CSP Products are installed or used.

3.2. Internal Use Grant. During the CSP Addendum Term, Company grants to Partner a non-exclusive, non-transferable, limited term worldwide license to use the Number of Units of the Server Products and Client Products or Cloud Services Subscriptions for CSP's internal business purposes subject to the limitations in the Program Guide, with such Product use subject to the corresponding license model associated with the purchased Product SKU(s) and the EUA.

3.3. Distribution Grant. Subject to the terms of this CSP Addendum, during the CSP Addendum Term, Company grants to Partner a non-exclusive, non-transferable, limited term worldwide license to distribute to the CSP Service Customers the Client Products solely to access the CSP Services.

3.4. Worldwide usage of Products is subject to the limitations of Section 21 (Export) of the MPA and as specified in the Program Guide or on the Partner Portal.

3.5. Restrictions. Partner shall (i) only allow Partner's employees (including contractors) to access any Server Product, and (ii) only allow CSP Service Customers that are subject to the CSP Services Agreement to access the CSP Services.

4. Resell Channel. Partner may permit resale of the CSP Services through Partner's resell channel. Partner represents and warrants that each agreement with Partner's reseller will contain terms and conditions that are no less restrictive than, and at least as protective of Company, in all regards, as the terms and conditions of the Agreement, and will specifically include all flow down restrictions as contained in the Agreement. Nothing herein shall obligate Company to any liability, warranty indemnification or obligations directly with such Partner reseller. Partner will be jointly and severally liable for breaches by its reseller(s). Partner will assist Company to obtain legal standing in the event that Company needs to assert any claims against a Partner reseller to protect Company's intellectual property rights. Nothing herein grants the Partner's reseller the right to host, use or distribute the CSP Services or the Products.

5. Archive Copy. Partner may make a reasonable number of copies of the Server Products and Client Products in machine-readable form solely for back-up or disaster recovery purposes in a non-production environment, subject to the parameters set forth in the Program Guide.

6. License Usage Insights. Partner is required to use the Citrix License Usage Insights service (or any other similar CSP Program usage tracking tools provided by Company, collectively "Usage Collection Tools") made available to Partner, as updated from time to time and more fully detailed in the Program Guide and Documentation.

7. CSP Services Agreement, End User Agreement

7.1. The CSP Services Agreement will cover the CSP Service Customer's use of the CSP Services, including use of any Cloud Services. The CSP Services Agreement must contain terms that are no more permissive and at least as protective to Company as the terms and conditions of this CSP Addendum and the binding End User Agreement applicable to the use of Cloud Services. The CSP Services Agreement shall not obligate Company to any liability, warranty, indemnification or support obligations directly with CSP Service Customers. If requested by Company, Partner will provide a copy of Partner's then current CSP Service Agreement. The CSP Service Customer may be required to click thru a Company EUA in order to access Cloud Services, but the CSP Services Agreement must by its terms supersede and remain the exclusive agreement with any CSP Service Customer. Partner will ensure the CSP Service Customers' compliance with the requirements for the applicable Cloud Services under the EUA through the CSP Services Agreement, and the CSP shall be liable for the CSP Service Customers' breach thereof.

7.2. CSP Service Customer's usage of the Client Products as set forth under Section 3.3 shall be subject to the EUA.

7.3. All usage of the Products provided to Partner under this CSP Addendum shall be subject to the terms of the Agreement.

7.4. Nothing in any Order or the Agreement shall restrict or in any way establish the prices at which Partner sells or licenses the CSP Services to CSP Service Customers.

8. Orders, Reporting & Payment.

8.1. Partner may place Orders for Products available in the Territory as offered under the Program Guide for CSP Partners during the CSP Addendum Term. All Orders under this CSP Addendum shall be purchased in

the Territory through a Distributor, or if permitted by Company, directly from Company. Distributors control and set all pricing, ordering, payment and shipment terms between Distributor and Partner.

8.2. Products provided under this CSP Addendum do not auto-renew.

8.3. Reporting & Delivery. Upon commencement of this CSP Addendum in accordance with the Program Guide, Partner shall place an Order with Distributor, or if permitted from Company, for an initial distribution of the Products Partner desires to access and use during the CSP Addendum Term. Upon expiration of each calendar month even if there was no usage, Partner must submit to the selected Distributor a Monthly Report in a format required by such Distributor. If a monthly option is available on the Price List in the Territory and the Order has been accepted by Company, a monthly Purchase Order for actual usage during the reported month must be provided each month during the CSP Addendum Term. Partner is granted a grace period for the first sixty (60) days before being required to begin reporting. Notwithstanding the foregoing, reporting must commence immediately upon Partner having its first billable service or evaluation. The Monthly Report shall include the specific Product usage based on the applicable usage model set forth in the Program Guide. All Orders (including the initial zero dollar Order and all subsequent Orders) and payments must occur within the Territory.

8.4. Payment. Partner must pay the Distributor, or if applicable to Company, for all Products accessed during the month. Except if otherwise expressly stated in the Program Guide, each Subscription Order is a non-cancellable Subscription commitment for the full Term of each Order.

9. Term and Termination. Unless terminated earlier, this CSP Addendum shall remain in effect for the term of the Agreement and shall terminate concurrently with any termination or expiration of the Agreement. Either party may terminate this CSP Addendum for any or no reason by giving the other party thirty (30) days written notice, unless a longer notice period is prescribed by governing law. Upon termination or expiration of this CSP Addendum all licenses granted by or services provided by Company to Partner under this CSP Addendum shall immediately terminate. Partner shall promptly cease all marketing, promotion, offers to sell, distribution, access to and or use of the Products and other Protected Materials by Partner and all CSP Services Customer(s) and Partner shall delete and remove all Protected Materials in Partner's possession pursuant to this CSP Addendum. Termination of this CSP Addendum shall not affect the MPA or any other Partner Program Addendum. Except for Partner's obligation for payment of fees under an Order, neither Party shall be responsible to the other for any costs or damages resulting from the termination of this CSP Addendum.

10. Trademark Usage. Subject to the terms of the MPA, during the term of this CSP Addendum, Partner may identify itself as a "Citrix Fusion Service Provider Partner" along with Partner's assigned Tier.

11. U.S. Governments and End User Customers. If you are a U.S. Government Entity, you are not eligible to participate under this CSP Addendum.

12. Exhibits. The following Exhibits are incorporated into this CSP Addendum:

A. Citrix Fusion Partner Compliance Attestation

This CSP Addendum may be executed by click through or electronic signature and delivered by electronic signature, email or instantaneous electronic transmission. Such delivery shall be considered valid and effective for all purposes. Company's acceptance of this CSP Addendum shall be deemed to have occurred upon Company's initial delivery of Partner Program Benefits or access to the Partner Portal being made available to Partner.

Exhibit A

Citrix Fusion Partner Compliance Attestation

IMPORTANT: This acknowledgement will be accepted at the same time as your Citrix Fusion Resell Partner Addendum, Citrix Fusion Partner Government Resell Addendum and / or Citrix Fusion Managed Service Provider Partner Program Addendum and is a requirement for your participation.

To ensure that Partners transacting with Citrix are aware of Citrix policies and that they report any issues or concerns on a timely basis, Citrix Systems, Inc. and its related entities ("Citrix") require each Partner to provide this acknowledgement. To get answers to questions about Citrix policies please contact Partner Sales and Operations. Partner representatives are required to take this short online training.

I confirm that I am authorized to provide this acknowledgement on behalf of the Partner.

Partner hereby certifies to the following:

The Company is aware of and understands the Company Supplier / Partner Code of Conduct and the Partner Program referenced in this document. These can be found on Partner Central or by [clicking here](#).

The following statements are true, to the best of the Partner's knowledge and belief, regarding each of the Partner's transactions involving Citrix Products in the preceding calendar year, and all reasonable steps will be taken by the Partner so that that they remain true with regard to any future transactions:

1. Sales documentation is accurate

All documentation relating to the transaction (including but not limited to agreements, quotes, purchase orders and invoices) is complete, accurate and not misleading;

Purchase orders and invoices contain the right parties, dates, products, quantities, services and service terms;

All parties to the transaction have been identified in the relevant documentation.

2. Pricing

If the Partner is a Distributor, it has received quotes and pricing information directly from Citrix using Citrix's computer-based quoting tools;

If the Partner is a Systems Integrator, Citrix Fusion Resell Partner, Citrix Fusion Service Provider Partner, or other authorized reseller, it has received quotes and pricing information from a Citrix Distributor (or from Citrix, if the Partner is authorized to purchase directly from Citrix).

3. Use of additional funds

If something of value (such as money, additional margin, discounting, rebates, Incentives, etc.) was paid, passed, promised to or received from an actual or potential customer, consultant or partner, it was done so openly, with a legitimate business justification and in exchange for goods or services provided and was properly recorded and disclosed;

Subject to (i) above, nothing of value has been paid or promised to a customer, consultant or partner (or one of its representatives), outside the terms of any Partner Program;

No side or off-books funds exist at a partner or other entity involved in a transaction, including any supplier or consultant to the Partner, related to or funded by Citrix, including a Partner Program, marketing fund, funded headcount or the provision of Citrix Products.

4. Side letters and commitments

Other than as contained in the Partner's written partner agreement with Citrix and the specific deal documentation that is authorized by Citrix (for example a Citrix authorized quote), there are no promises or

agreements (whether oral or written) for future discounts or future upgrades, features, functionality, cancellation or termination rights or similar;

Partner acknowledges that Citrix does not allow refunds or returns;

There is no commitment or direction from Citrix to pay for or reimburse third party services related to Citrix transactions where such arrangements were not documented and approved by Citrix in advance;

Partner acknowledges that (i) Citrix employees working in sales, support, technical or marketing roles are not authorized to amend or waive Citrix policies or contractual terms (ii) no Citrix employee is authorized to amend or waive Citrix policies or contractual terms orally or by email, text or instant message.

5. Misuse of Partner Program

Partner has not participated in any misuse of any Partner Program related to Citrix Products (for example, Spark, Drive, Strategic Development Fund, rebates or other Incentive etc.) that is owned and/or administered by either Citrix, Partner or any other Citrix authorized partner.

6. Non-Standard Transaction Structures

No transaction includes three or more channel parties without all parties being disclosed to and authorized by Citrix;

No transaction involves an entity that is not a member of a Citrix authorized Partner Program.

7. Orders without End User commitment.

There is a correlating end customer commitment for every purchase order Partner has submitted.

8. Government Officials

No government employee, official, public candidate, royal family member, or a person whom the Partner believes may be acting on behalf of a Government Entity (a "Government Official") is employed by the Partner or is an owner, director, employee, or representative of the Partner, other than as previously disclosed to Citrix in writing;

No frequent or expensive gifts or entertainment have been provided or promised to a Government Official in connection with any Citrix business;

No gifts or entertainment have been offered or provided to a Government Official in connection with Citrix business in violation of local law.

9. Corruption and Bribery

Partner is not aware of any violation of the Foreign Corrupt Practices Act, the UK Bribery Act or any other anti-corruption law or regulation;

Partner is not aware of any violation of the Citrix Supplier/Partner Code of Conduct.

If there are any circumstances that prevent the Partner from certifying to the above or if the Partner becomes aware of any other potentially inappropriate practices or something that prevents the Partner from attesting, the Partner can disclose them to Citrix via the [Citrix Help Line](#).

If the disclosure is solely related to section 2(h)(i) regarding Government Officials, then the Partner will email such disclosure to partnersupplierdd@cloud.com.]>

