

# Citrix Fusion Partner Program Guide

## Contents

<b>Citrix Fusion Partner Program Overview.....</b>	<b>3</b>
<b>Legal Notice:.....</b>	<b>4</b>
<b>Program Eligibility &amp; Requirements.....</b>	<b>5</b>
<b>Engagement Models.....</b>	<b>5</b>
<b>Requirements for Partner Program Tiers.....</b>	<b>6</b>
<b>Citrix Fusion Program Membership.....</b>	<b>7</b>
<b>Fusion Program Financial Benefits.....</b>	<b>9</b>
<b>Procuring Services for your own business.....</b>	<b>11</b>
<b>Fusion Resell.....</b>	<b>11</b>
<b>Fusion Service Providers (“CSP”).....</b>	<b>12</b>
<b>Fusion Program Benefits.....</b>	<b>17</b>
<b>Setting up for Success.....</b>	<b>18</b>
<b>Citrix Fusion Partner Program FAQ.....</b>	<b>18</b>
<b>Partner Compliance.....</b>	<b>18</b>

## Citrix Fusion Partner Program Overview

As part of the Cloud Software Group family of brands, Citrix is focused on delivering mission-critical cloud software solutions essential to today's business success. Customer-led technology innovation, a new partner-centric go-to-market strategy and a commitment to simplification of our business process are the pillars of our future success.

As part of that commitment, we are streamlining our partner program in response to feedback from our partners about ease of doing business with Citrix. This simplified program is geared to drive increased profitability as well as predictability in partner engagements with Citrix.

The Citrix Fusion Partner Program and this Program Guide includes the following Business Units of Cloud Software Group:

- Citrix
- Netscaler
- XenServer
- ShareFile *(for CSP reporting only thru Nov. 2024)*

We look forward to expanding and deepening our partnership with you.

This Citrix Fusion Partner Program Guide is effective March 4, 2024 ("**Effective Date**")

This document describes Citrix Fusion Partner Program, specifically Fusion Program values, structure and resources. It is intended for new and existing Partners, as well as companies considering becoming a member of the Citrix Fusion Partner Program.

## Legal Notice:

*This Program Guide for the Citrix Fusion Partner Program (“Fusion Program”) is incorporated into and forms a part of your corresponding Partner Agreement (“Partner Agreement”) for Citrix, Netscaler, Sharefile (for CSP reporting only) and XenServer Business Unit Products. This Program Guide is incorporated into Citrix Resell (formerly Citrix Solution Advisor (“CSA”), or former Large Account Reseller or Volume Account Reseller (“LAR”), former System Integrator (“SI”), or Independent Software Vendor (“ISV”)), Citrix Service Provider (“CSP”) and Lighthouse Services Partner agreements and any other Partner Agreements referencing and incorporating this Program Guide.*

- *If this Program Guide conflicts with the Partner Agreement, this Program Guide takes precedence solely for the matters addressed herein, unless otherwise expressly agreed in writing by Citrix.*
- *This Program Guide replaces all prior versions of the Program Guide and may be modified by Citrix and its Affiliates from time to time. Unless Partner provides notice of termination in accordance with the Partner Agreement, Partner shall be deemed to have accepted all changes and modifications made to the Program Guide as of the Program Guide Effective Date.*
- *Partner is responsible for monitoring and keeping up-to-date with respect to the content of this Program Guide as made available on the Partner Portal, referred to in this document as Partner Central. Partner will be deemed to have received written notice of any changes at the time they are posted to Partner Central.*
- *Company reserves the right to administer the Fusion Program and to interpret and enforce the Partner Program Requirements at its discretion.*
- *All capitalized terms not defined in this Program Guide are as defined in the Partner Agreement and if not otherwise defined are as defined in the current Master Partner Agreement (“MPA”) or End User Agreement (“EUA”).*

## Program Eligibility & Requirements

The Citrix Fusion Partner Program caters to the different ways in which Partners engage with Citrix for the Business Units covered by this Program Guide, the providing entities and their joint customers. There are three engagement models in the Fusion Program. The below tables summarize the engagement models and Partner Tiers governed by the Fusion Program and the associated Fusion Program Eligibility and Requirements:

### Engagement Models

Engagement Model (Partner Type)	Description	Annual Eligibility
<b>Lighthouse Services</b> (Professional and Consulting Services)	Partners that provide professional technical or consulting services but are not authorized to transact with Citrix to provide Products to End Users.	<ul style="list-style-type: none"> <li>Acceptance of the Partner Program Click Through Agreement or subject to a binding current Partner Agreement</li> <li>Completion of all Compliance Requirements which are detailed in "Partner Compliance" section</li> </ul>
<b>Resell</b>	Partners with licensed resale business subject to meeting Program Requirements.	<ul style="list-style-type: none"> <li>Acceptance of the Partner Program Click Through Agreement or subject to a binding current Partner Agreement and Resell Addendum</li> <li>Completion of all Requirements which are detailed in "Partner Compliance" section</li> <li>A minimum of one transaction in the prior twelve (12) month period at the time of Fusion Program membership renewal</li> </ul>
<b>Service Providers</b> (CSP)	Partners with hosting and/or managed service business with paid, third party End Users.	<ul style="list-style-type: none"> <li>Acceptance of the Partner Program Click Through Agreement or subject to a binding current Partner Agreement and Services Provider Addendum</li> <li>Completion of all Requirements which are detailed in "Partner Compliance" section</li> <li>A minimum of one transaction in the prior twelve (12) month period at the time of Fusion Program membership renewal</li> <li>Partner may not be a current Citrix Authorized Value Added Distributor or a Citrix Authorized CSP Distributor.</li> </ul>

## Requirements for Partner Program Tiers

The table below details the Fusion Partner Program Tier Requirements effective March 4, 2024. Partners may view their new Partner Tier level in Partner Central in the [Update Locations, Contacts, and Memberships tool](#). Tier level assignments will be measured annually based on Partner bookings during the previous Citrix fiscal year (December 1 thru November 30).

Tier Level	Bookings Criteria	North America US + CA	Europe UK,DE,FR,NL	Japan	All Other Countries
<b>Platinum</b>	Total Commercial (exclude CSP)	\$600,000	\$600,000	\$315,000	\$330,000
	Plus: Min % of Total Partner Commercial Bookings classified as New Business (excluding CSP)	15%	10%	7%	10%
	<i>OR</i>				
	Service Provider Commercial (CSP)	\$275,000	\$275,000	\$275,000	\$275,000
	<i>OR</i>				
	Enterprise (includes CSP)	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000
<b>Silver</b>	Plus: Min % of Total Partner Commercial Bookings classified as New Business (excluding CSP)	10%	10%	10%	10%
	Total Commercial (exclude CSP)	\$100,000	\$100,000	\$55,000	\$55,000
	Plus: Min % of Total Partner Commercial Bookings classified as New Business (excluding CSP)	8%	4.50%	4.50%	4.50%
	<i>OR</i>				
	Enterprise (includes CSP)	\$300,000	\$300,000	\$300,000	\$300,000
<b>Authorized</b>	Plus: Min % of Total Partner Commercial Bookings classified as New Business (excluding CSP)	10%	10%	10%	10%
	Resell or CSP Min Transaction (in last 12 months)	1	1	1	1

All values are USD and based upon ACV PSRP  
Commercial, Enterprise and New Business definitions - refer to page 7

### Cloud Software Group Defined Enterprise Customer accounts

To identify if your customer is defined by Cloud Software Group as an Enterprise Customer account, please refer to the [Cloud Software Group Enterprise Customer Account List](#).

### New Business (NB)

New Business is an opportunity that is associated with the sale of new assets via new licenses or Subscriptions above and beyond existing assets for a given Customer and/or mandatory initial Maintenance of new perpetual sales (if available).

## Citrix Fusion Program Membership

The length of your Fusion Program membership is annual expiring on February 28 unless otherwise defined in the Partner Agreement. Your Partner Program membership start date and end date, and your Partner Tier level are shown in Partner Central in the [Update Locations, Contacts, and Memberships tool](#). On an annual basis, during your Fusion Program renewal, Citrix will review your Tier level and make any relevant adjustments. In 2024, Tier adjustments will be made on March 4, 2024 and not at the time of your program renewal. No Tier changes will be made during the year.

Fusion Program members at the Platinum Tier are eligible to add an additional Engagement Model to their membership by executing the appropriate addendum. Platinum partners wishing to add the CSP engagement model must have an existing hosting or managed services practice with third party paid customers. The request process is detailed in the Fusion Partner Program FAQ.

### Affiliates

Partners Affiliates are required to execute a separate Partner Agreement.

Partner attainment of the above Tier Requirements is assessed based upon Partner individual performance at the Partner entity level. However, if Partner is an Affiliate\* of a Platinum Tier partner in the same Cloud Software Group Geography (as set forth below) and has not individually met the Requirements for the Silver Tier, then Partner will be granted Silver Tier status and the associated Silver Tier Benefits under the Fusion Program on the basis of its status as an Affiliate of a Platinum Tier partner.

\*Citrix may request confirmation in writing and / or documentation regarding the identification and ownership status of Affiliates at any time.

For the purposes of the Citrix Fusion Partner Program, Cloud Software Group Geography is one of the following: ANZ (Australia, New Zealand), Brazil, Europe\*, India, Japan & South Korea, North America (U.S. and Canada).

*\*Subject to excluded countries exclusion- see Territory*

### **New Partner Onboarding**

Citrix has paused new partner onboarding to expand the focus and support of our current valuable Partners.

### **Program Membership Reactivation**

Reactivation of a Citrix Fusion Partner Program Membership will only be considered for those Partners that have booked more than USD \$50,000 in the prior 12 months. Citrix and its Affiliates reserve the right to reject any membership reactivation with or without cause.

### **Territory**

A Partner's authorized Territory is defined as the country in which the Partner's primary business location is registered with Citrix. If the country is within the European Economic Area (EEA), the Territory shall include the EEA. In such cases, partners may not market or sell licenses and associated Support Services outside the EEA.

The following countries are not part of any authorized Territory: Albania, Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Bonaire, Bosnia, British Virgin Islands, Bulgaria, Cayman Islands, Chile, China, Colombia, Costa Rica, Curacao, Dominica, Dominican Republic, Ecuador, El Salvador, Falkland Islands, French Guiana, Grenada, Guadeloupe, Guatemala, Guyana, Haiti, Honduras, Jamaica, Martinique, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Saint Eustatius and Saba, St. Barthelemy, St. Kitts/Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent, Surinam, Trinidad and Tobago, Turks & Caicos Isles, Uruguay, Venezuela, Macau, Hong Kong, Croatia, Cyprus, Czech Republic, Estonia, Greece, Hungary, Kosovo, Latvia, Lithuania, Macedonia, Montenegro, North Macedonia, Poland, Romania, Serbia, Slovakia, Slovenia, Afghanistan, Algeria, Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon, Libya, Morocco, Oman, Qatar, Saudi Arabia, Tunisia, Turkey, United Arab Emirates, West Sahara, Yemen, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Ivory Coast, Kenya, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Mozambique, Namibia, Niger, Nigeria, Congo, Reunion, Rwanda, Saint Helena, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, South Sudan, Sudan, Tanzania, Togo, Uganda, Zambia, Zimbabwe and any embargoed or sanctioned countries/regions under U.S. law.

Citrix has ceased transactions in China, Macau and Hong Kong. No new customers or transactions will be supported nor are partners permitted to resell to, host or manage End Users or CSP Services Customers in these countries.

**Country Use Limitations for Citrix Service Providers CSP:** If your Territory is in Thailand, Cambodia, Indonesia, Malaysia, Philippines, South Korea, India, Vietnam, Taiwan, and Singapore, your use of the CSP Products is limited solely to hosting and providing hosting services to CSP Service Customers within the country of purchase.



Not all Products are available in all Territories.

### **Distribution Choice**

Unless expressly provided otherwise in your Partner Agreement, all purchases of Citrix Products must be sourced through a Citrix authorized Distributor in your authorized Territory and such Distributor shall determine all pricing and applicable payment and shipping terms.

Citrix Fusion Service Providers are required to choose a Citrix Authorized CSP Distributor upon joining the Program and will remain with the chosen Distributor until the next membership renewal period. Partners may request to change their designated CSP Distributor by notifying [cspprogram@cloud.com](mailto:cspprogram@cloud.com) and your current CSP Distributor. Fusion Service Providers reporting monthly consumption may not change their Distributor more than once in a calendar year.

Fusion Resell Partners must select a preferred Citrix authorized Distributor from whom the Partner intends to transact the majority of Partner's business ("Preferred Distributor"). For current Partners, the Preferred Distributor selection must be completed by the date indicated via a partner notification, and for newly on boarded Partners, selection shall occur at the time of the Partner application submission. The same Preferred Distributor selection will apply to all Affiliates included under that Partner's membership, if any. However, nothing herein shall serve to restrict Resell Partner from purchasing Products from any Citrix authorized Distributor within the Territory.

## Fusion Program Financial Benefits

The table below details the available rebates pertaining to all resell transactions related to Citrix and Netscaler Business Units, unless otherwise noted.

2024 Fusion Program Rebates									
Value Driver	Deal Eligibility	Enterprise Customer		Commercial Customer					
		Partner Tier		Partner Tier					
		Silver	Platinum	Silver	Platinum				
Base Rebate	All Deals. No Registration required. Only avail to the transacting Partner	4%	4%	4%	4%				
Value Rebate	All Deals. Incentive Registration required & Evidence of Value Selling	1%	2%	1%	3%				
Expand Rebate	- Incentive Registration required - Must provide evidence of Value Selling - Eligible orders stack with Base & Value Rebates - Eligible on a Non-Fulfill basis - Min of 26% increase over EAR	Term duration		Term duration					
		< 3 Yr	≥ 3Yr	< 3 Yr	≥ 3Yr	< 3 Yr	≥ 3Yr		
	26% - 49% increase over EAR	1%	2%	2%	3%	2%	4%	4%	6%
	50% or higher increase over EAR	1%	3%	2%	4%	4%	6%	8%	12%
Total Potential Rebate Earnings		6%	8%	8%	10%	9%	11%	15%	19%

Invoice to Citrix must be paid for any Rebate to be paid to Partner  
 Value and Expand Rebates payouts capped at maximum \$2M TCV deal size  
 All Rebate payouts are based on Net to Citrix TCV

## Types of Rebates\*

### Base Rebate

The Base Rebate rewards for the fulfillment of the order. It may only be earned once on a deal and is only available to the Partner that transacts the opportunity. No registration is required to earn the rebate or to be paid the rebate. There is no maximum deal size on Base rebate earnings. The Base Rebate is calculated on Net to Citrix TCV.

### Value Rebate

The Value Rebate rewards either the Platinum or Silver Partner who holds the validated incentive registration and brings value to the deal. In order for the rebate to be paid the Partner must provide approved Value Selling documentation within ninety (90) days of the deal closing.

### Expand Rebate

The Expand Rebate rewards either the Platinum or Silver Partner who holds the validated incentive registration and brings value to the deal. To be eligible, the dollar value increase over Expiring Annual Revenue (EAR) must be at least 26%. In order for the rebate to be paid the Partner must provide approved Value Selling documentation within ninety (90) days of the deal closing.

### Value and Expand Rebate Calculation

The Value and Expand rebates are calculated only on the first \$2,000,000 USD Net to Citrix TCV of an eligible opportunity. Both the Value and Expand Rebates are calculated individually as a percentage against the TCV of the opportunity.

### Expiring Annual Revenue (EAR)

Expiring Annual Revenue is the annualized revenue expiring during a given time period.

### Rebate Payout Timing

Rebate payout is aligned to the payment terms of the specific opportunity. For example:

- a multi-year deal paid up front will receive all Rebate earnings in one payout
- a multi-year deal invoiced and paid annually will receive annual Rebate payouts

Citrix aims to pay rebates within 30 days after the end of a Cloud Software Group fiscal quarter in which the invoice was paid to Citrix, subject to the validation of Value Selling Documents where applicable.

*\*Transactions with U.S. Government Entities are not eligible without demonstrated evidence of "bona fide selling activity" (e.g., documentation of product demos, proposal preparation, trade shows, etc.)*

### Incentive Registration

The Incentive Registration is a Benefit offered for Silver and Platinum Tier Partners to earn additional rebates for delivering value selling activities and/or growth in Enterprise and Commercial accounts. Partners must have a validated Incentive Registration to qualify for the Value and Expand Rebates. Partners must register their opportunities in Partner Central in the Leads and Rewards tool. To learn more, please see the Citrix Fusion Incentive Registration Overview.

### Multi-year purchases

If Partner places any 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). In the event Partner fails to pay any payment on a multi-year offering or multi-year renewal, and should such default continue for a period of thirty (30) days, then any and all remaining payment amounts shall become immediately due and payable. 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.

Each Citrix Subscription purchase is final, non-cancellable and non-refundable. All Orders are subject to acceptance by Citrix at its discretion. All End User information provided by or on

behalf of End User for a Subscription must be current, complete and accurate, and Partner and the End User are responsible for keeping such information updated.

### Procuring Services for your own business

Your Partner Agreement may allow you to source Citrix solutions for your own business directly from Citrix; see your Partner Agreement for any specific scenarios.

### Fusion Resell

Participation in the Fusion Program as a Resell partner grants you the right to resell any Citrix offering on the then-current Price List within the applicable Territory for which you are authorized. All ordering, invoicing, payment and delivery must occur within the Territory. (If you wish to procure Products for use in managed service delivery under a monthly or annual Subscription-based pricing model, you must agree to the Citrix Fusion Service Provider Addendum.)

Orders for Products shall be placed with a Citrix authorized Distributor, and therefore, the Citrix authorized Distributor shall determine your pricing, discounting and applicable payment and shipping terms.

**Hardware Shipping Terms:** If a direct purchase of hardware (including other tangible product components, if any) from Citrix is permitted under the Partner Agreement, the following shipping terms shall apply, based on the indicated Citrix region that receives the order:

For the Americas:

Citrix shall ship hardware (or other tangible product components, if any) Ex Works Citrix's shipping location (Incoterms 2020) and title to hardware (or other tangible product components, if any) shall pass upon delivery by Citrix to the shipping location.

For Europe and Emerging Countries:

Citrix shall ship hardware (or other tangible product components, if any) Ex Works Citrix's shipping location (Incoterms 2020) and title to hardware (or other tangible product components, if any) shall pass upon delivery by Citrix to the shipping location.

For Asia, Australia, New Zealand excluding Japan:

Citrix shall ship hardware (or other tangible product components, if any) EXW (Incoterms 2020) the applicable Citrix distribution centre, and title to hardware (or other tangible product components, if any) shall pass from Citrix upon delivery to the applicable Citrix distribution center.

For Japan:

Citrix shall ship hardware (or other tangible product components, if any) EXW (Incoterms 2020) the applicable Citrix distribution center and title to hardware (or other tangible product components, if any) shall pass upon delivery by Citrix to the applicable Citrix distribution center.

**Renewals:** Subscriptions may be auto-renewing based on the product entitlement and license model purchased. Renewal options available in your location are identified at: <https://www.citrix.com/buy/licensing/citrix-cloud-services-renewals.html>. Each Subscription on a consumption model invoice shall constitute an auto-renewal notice under consumption product entitlement models. Partner must confirm the renewal option with the End User prior to Partner's resale of the Products to the End User. If the product entitlement is auto-renewing, Partner must inform the End User that purchase of an auto-renewing Subscription product entitlement constitutes the End User's agreement to: i) auto-renewals for the Product(s) for the same Term as initially purchased, and to ii) auto-renewals for the End User's other Product entitlements of the same nature for the same Term as initially purchased. This includes auto-renewals for other Subscriptions if an auto-renewing Subscription is purchased, Citrix will provide e-mail notice to the contact provided by Partner to Citrix of renewal prior to expiration, at least sixty (60) days in advance of renewal. The End User may provide e-mail notice of non-renewal to Citrix prior to any auto-renewal. The End User may view the End User's renewals selection for purchases at any time at <https://www.mycitrix.com/>. If Partner has received an auto-renewal notification Partner understands and agrees that Citrix may transact the auto-renewal. Partner's purchase and resale does not obligate or entitle Partner to participate in the purchase and resale of any renewal. All Orders, including but not limited to renewals, are subject to acceptance by Citrix at its discretion. Any resale of a renewal must be completed prior to expiration of the then current Term.

## Fusion Service Providers ("CSP")

### Access to Citrix Products

Your membership in the Citrix Fusion Partner Program as a Service Provider grants you access to the Citrix Subscription offerings specifically developed for our Service Providers. Providing services with the Products will be authorized on a worldwide basis, except for prohibited countries as specified in the MPA and in this Program Guide. In this document, the Subscription offerings to which you have access as a Service Provider will be referred to as CSP Products. Usage of Cloud Services offerings as a CSP Product will also be subject to the additional Citrix Terms of Service as set forth at <https://www.citrix.com/buy/licensing/agreements.html>, including the Citrix Service Descriptions set forth at <https://www.citrix.com/buy/licensing/saas-service-descriptions.html>. The MPA and Citrix Fusion Service Provider Addendum (including the terms of this Program Guide) shall govern any conflicting terms as may be contained in the Citrix Terms of Service. CSP Partner shall be considered the Customer as is defined under the Citrix Terms of Service for both purposes of Partner's use and the End User's/CSP Services Customer's use of the Subscription offering.

### Usage Rights & Requirements

The CSP Program provides CSP Products as the underpinning of Partner's delivery infrastructure comprising part of the Partner's managed CSP Services and where applicable, the flexibility of a monthly consumption pricing or annual committed pricing and licensing model. CSP Partners are provided with access to the most current versions of CSP Products available in the Fusion Program.

All CSP Products must be hosted by Partner as part of providing the CSP Services to Partner's End User CSP Services Customers under the guidelines and requirements as set forth in the Partner Agreement and this Program Guide.

All CSP license Subscriptions purchases are in Partner's name. Partner is not permitted to resell any CSP Products purchased under the Agreement and the Fusion Program, rather Partner is only permitted to use the Citrix Products as a component of Partner's managed CSP Services .

Partner's sale of managed CSP Services shall be to Partner's CSP Service Customers. Any indirect sale of Partner's CSP Services to CSP Service Customers is subject to the following additional requirements:

- a. The value of Citrix Products as a component of the CSP Services shall not exceed 20% of the total value of the CSP Services;
- b. Partner shall remain responsible for and fully liable to Citrix with respect to all Partner's obligations under the Agreement as to such sales, including but not limited to Reporting and Delivery, Payment; Audit, Anti-Bribery and Compliance with Laws Sections of the Agreement; and

Under the Fusion CSP Program, CSP Products are offered under a monthly consumption license or annual committed license.

Citrix offers two usage models to measure monthly consumption:

**Active Subscriber:** End user customer/CSP Service Customer logs in to use the CSP Services in a given month. (Citrix Virtual Apps, Citrix Virtual Apps and Desktops, Citrix DaaS)

**Provisioned User:** Citrix Product license was allocated to and made available to the CSP Customer. (Netscaler ADC, Netscaler Application Delivery Management, XenServer Hypervisor)

Please note: CSP Partner must configure all Citrix Virtual Apps and Citrix Virtual Apps and Desktop licenses per a user/device model. From time to time Citrix may offer other usage models, as may be communicated to Partners.

### **Server Environment**

Partner may host CSP Products in either a multi-tenant or a dedicated environment, either on Partner-owned, Partner-leased, public cloud or customer-owned hardware, under the following conditions:

- Partner must manage and control the license server for the CSP Products for Partner's on-premises licenses.
- The Server Products are dedicated to hosting the CSP Products licenses and the provisioning of the Partner's CSP Services.
- The CSP Service Customer never has access to any dedicated license servers and Server

Products, and has no direct access to any of the hosted Citrix Products, and does not participate in the provisioning of the Partner CSP Services. CSP Service Customer access to Citrix Director/Studio is allowed.

- Delivering only a Citrix Virtual Apps or Citrix Virtual Apps and Desktop license by itself is not considered CSP Services. Partner needs to be virtualizing and managing the Citrix Virtual Apps and Citrix Virtual Desktops environment for the CSP Services Customer.

**Please note:** Citrix License Usage Insight Services, as defined below, is required for all license servers. For more information – see [Licensing for Citrix Service Providers | Citrix Cloud](#)

For CSP Partners, Citrix CSP Products may be offered under a monthly consumption license or annual committed license as then currently available in the Partner's Territory.

Citrix offers two usage models to measure monthly consumption:

**Active Subscriber:** CSP Service Customer logs in to use the CSP Services in a given month. (Citrix Virtual Apps, Citrix Virtual Apps and Desktops, Citrix DaaS)

**Provisioned:** Product license was assigned and made available to the CSP Services Customer. (Netscaler ADC, Netscaler Application Delivery Management, ShareFile, XenServer Hypervisor)

Please note: Partner must configure all Citrix Virtual Apps and Citrix Virtual Apps and Desktop licenses per a user/device model.

### CSP Server Products and Client Products

CSP Partners may run or otherwise use any number of instances of the CSP Server Products or Client Products in physical or virtual operating system environments on any number of devices. In accordance with the Partner Agreement, Partners may distribute the Client Products to CSP Service Customers in order to access the CSP Services. Partner may not distribute any Server Products to third parties and may only distribute Client Products as expressly permitted under the Partner Agreement.

The CSP Services hosting environment must be distinct and separate from any environment where Citrix Products are being used for internal use or hosting purposes other than the provisioning of CSP Services.

For Partner on premises CSP Product licenses, Partner may create a mirror of the CSP Services production environment, including the license server CSP Server Products, for the purposes of disaster recovery and/or lab/test environment.

**Single application delivery:** The single application delivery reporting SKU enables the use of a Citrix CSP Product that is classified as a Premium Product, which is only being used to deliver a single executable application to an CSP Service Customer. If the single application delivered utilizes another application for reporting, analysis, etc. it will be considered a single application



only as long as the second application is available solely as a function of the single application. If additional applications are delivered through usage of a Citrix Product, the single application SKU should not be used, rather the standard reporting SKUs must be used.

### **CSP Internal Business Usage – On Prem**

Any CSP Partner that requires Citrix Products for its own internal business use may use CSP Products on-prem Subscriptions via the receipt of the Partner CSP Services, so long as such usage does not exceed 25% of the overall Partner CSP Service Customer monthly/annual committed usage (with this requirement waived for the first 12 months of Partner's initial Agreement term). The 25% internal use cap also includes providing Managed Services for Partner Affiliates' internal business purposes. All such internal usage is subject to the monthly reporting and payment or corresponding annual commitment payment requirements. If Partner exceeds the 25% threshold, Citrix may terminate the Partner Agreement and any Orders for breach including Partner's participation in the Fusion Program.

### **Partner Use and Not for Resale Licenses**

On Premise: CSP Partners may use a portion of their licenses for development, testing and Demonstration of their CSP Production environments at no additional cost. The total number of these free licenses may not exceed 3% of Partner's paid CSP Service Customer users. This amount is calculated using an average number of paid CSP Service Customer users Partner had over the previous calendar year. For new Partners, the number of licenses will be up to 3% of the estimated paid CSP Service Customer users Partner anticipates during the upcoming year. These licenses are only for uses stated and not for internal business use, which are paid users and covered in the previous paragraph.

Cloud: Partners can access the Citrix Demo Center for demos. Refer to the Demo Center Entitlements for Citrix Cloud Certified Partners for instructions on how to access. See the Partner Licensing Program Guide for details on accessing Demo/Use Licenses for cloud products.

### **CSP Services Evaluation Software**

Partner may utilize Citrix CSP Products in a production environment to support free evaluations of the CSP Services by either prospective or existing customers for up to thirty (30) days. Evaluation users must be included in Partner's standard usage reports for tracking and audit purposes. (Review the On-Boarding Guide for more information on monthly reporting procedures and tools.)

If Partner offers billable evaluations or offers evaluations for more than thirty days, standard pricing will apply. The availability of trial Subscriptions for CSP Services using Cloud Services offerings is set forth in the then current Citrix Terms of Service.

### **Government and Education Pricing:**

Some Citrix solutions offer specific government and education SKUs for qualifying education and GELA End User Customers. Partners must identify the name, address and contact of all government and education End User Customers upon request and Partner is responsible for



ensuring such End User Customers qualify under Citrix Education and GELA programs.

### **Citrix License Usage Insights Service**

Citrix License Usage Insight Services is required to be installed on all license servers and must have the Call Home feature enabled. Updating Citrix license servers in a timely manner for use with the Citrix License Usage Insights Service (“LUI”) is required for all Fusion Service Provider Partners. LUI is a free Citrix Cloud service that helps Partners understand and report their CSP Service Customer’s product usage for both On-Premise and Cloud Services licenses. Partner is responsible for notifying its CSP Service Customers that license authentication and usage data (including CSP Service Customer usernames in certain instances), is being collected by Partner and Citrix in connection with Partner’s CSP Services and Partner must obtain such CSP Service Customer’s consent. LUI data is only to be used within Partner’s organization for the purposes of tracking use by Partner’s CSP Service Customer’s use of the CSP Services, reporting such product use to Partner’s Distributor, obtaining Citrix support and recommendations related to the Partner’s Managed Service and related Citrix products. Partners may choose to limit or expand upon the amount of information collected by LUI as set forth in the Documentation.

For more information – see [Licensing for Citrix Service Providers | Citrix Cloud](#)

Refer to the online LUI Product Documentation to [Learn more](#) about LUI.

### **Responsibility for Your Accounts**

Partner is responsible for all passwords and all activity associated with Partner’s accounts, including dealings with third parties that take place through Partner’s account or associated accounts. Partner must keep passwords and accounts confidential. Partner must immediately inform Citrix of any possible misuse of Partner’s accounts or any security breach related to the Partner’s CSP Services. Partner is responsible for fully supporting its end customer. Citrix will only engage with the CSP on relevant CSP entitlements, not directly with the CSP End Customer.

### **Monthly Consumption Reporting**

Partner is required to provide timely and complete reports and purchase orders to Partner’s selected Distributor by the 10th calendar day of each month (or as agreed with your Distributor). The format of the monthly report shall be as required by Partner’s selected Distributor. If Citrix permits direct purchasing, Citrix shall determine the format of the monthly report.

Partner has a grace period of 60 days from the effective date of the Citrix Fusion Service Provider Partner Program Addendum before Partner is required to begin reporting in order to support the integration of the Citrix CSP Product(s) into the CSP Services. However, Partner shall begin reporting immediately upon having Partner’s first billable service. Each report must be consistent and reflect the correct usage for the period for all Citrix CSP Products accessed during the calendar month. If submitted reports are inconsistent or are not submitted in good faith, such will be deemed a material breach of the Agreement.

Citrix reserves the right to terminate any Partner enrolled in the CSP Program that has not reported revenue for more than two (2) consecutive months.

Please note: Any Partner reporting a single tenant (CSP Service Customer Legal Entity Name) must include the CSP Service Customer name by tagging in the LUI Tool.

## Fusion Program Benefits

Unique Benefits	Service Provider	Resell	Lighthouse
Partner Central	✓	✓	✓
Partner Locator	✓	✓	✓
Fast Start Partner Resources	✓	✓	✓
Strategic Development Funds	✓	✓	
Badges and Logos	✓	✓	✓
Demo Center	✓	✓	
Evaluation Software	✓	✓	
Technical Support*	✓		
Resources on SalesIQ	✓	✓	✓
Partner Communications	✓	✓	✓
On-Demand Training	✓	✓	✓
Citrix Certifications	✓	✓	✓
Customer Renewal Support		✓	

*\*Min requirements must be met to qualify*

For additional details and descriptions of each Benefit, please refer to the Partner Success Guide.

## Setting up for Success

Please refer to the [“Citrix Partner Success Guide”](#) for hints and tips on activities that will help you accelerate your Citrix business.

## Citrix Fusion Partner Program FAQ

Please refer to the [“Citrix Fusion Partner Program FAQ”](#) for a comprehensive view of common questions and answers.

### Partner Compliance

**Privacy:** 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 Citrix 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 Partner Agreement. To the extent that Citrix provides Personal Data (including that of End users and prospective customers of Citrix 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 Partner 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.

Citrix and its Affiliates 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 Partner 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.

Citrix may launch marketing programs from time to time applicable to Partner for prospecting and identifying new customer sales opportunities that are not part of Citrix existing sales pipeline, in accordance with the terms and conditions of the applicable marketing program. In the event these marketing programs require the collection and processing by Partner of customers’ Personal Data (such as name, email address, phone numbers, etc.), Partner shall comply with all applicable data protection laws and regulations and in particular, keep evidence of the customer’s consent for processing their Personal Data for the purpose contemplated by the Citrix marketing program.

**Partner Code of Conduct:** Partner shall comply with Citrix’s then current Supplier/Partner Code of Business Conduct and Ethics Policy located at [www.cloud.com/content/dam/cloud/documents/supplier-partner-code-of-business-conduct.pdf](http://www.cloud.com/content/dam/cloud/documents/supplier-partner-code-of-business-conduct.pdf).

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 this 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 Fusion Program Benefits; (iii) if required, by regulation or law Partner has fully disclosed to the Government Entity that it is an authorized selling agent of Citrix Products and that it may receive an Incentive from Citrix 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. If the Partner is doing business with a U.S. Government Entity, upon request from Company, Partner shall provide demonstrated evidence of “bona fide selling activity” applicable to any Incentive hereunder (e.g., documentation of product demos, proposal preparation, trade shows, etc.). Partner represents that any Incentive or special discounts granted on a transaction basis, shall be disclosed to and/or passed through to the Government Entity as required by applicable law.

**Anti-Bribery:** Partner shall not make or promise any improper payment, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the United States Foreign Corrupt Practices Act, the UK Bribery Act of 2010, or any other applicable anti-bribery and anti-corruption laws. Partner confirms that it has anti-bribery programs in place with adequate measures such that it will comply with the requirements of this provision.

Partner shall keep accurate books, accounts and records, as required by applicable law, to track compliance with the requirements of this section as related to potential or actual transacted Citrix business under the Partner Agreement and will comply with the additional anti-bribery related requirements as set forth under the Partner Agreement.

Promptly upon Citrix’s/Distributor’s prior written request to Partner, and in any event within ten(10 calendar days of such request, Partner shall provide Citrix/ Distributor or their authorized third-party representatives, with access, for the purposes of an audit, to the above documentation, delivery documents, billing documents, VAT invoices and all other information pertaining to Citrix Orders sufficient to demonstrate an End User Purchase Commitment (together “Order Records”). Partners shall retain the Order Records for a period of three (3) years from the date of the Order or as required by relevant local statutory requirements, whichever is longer. From time to time Citrix may impose an End User validation process prior

to accepting orders. Partner must provide Distributor/Citrix with any such Order Records requested to demonstrate an End User Purchase Commitment.

### **End User Purchase Commitment:**

Prior to placing an Order, Partner shall obtain a binding commitment from the legal entity purchasing the Products ('End User') that specifies Product, quantity, pricing, and date consistent with the order submitted by Partner to its authorized Distributor, or to Citrix (as applicable), which is non-cancellable and non-refundable ('End User Purchase Commitment'). Citrix does not permit End User licenses to be transferred if the relevant End User order is not received by Citrix, or is canceled.

### **Compliance Attestation**

Partner is required to complete an Compliance Attestation as required for their authorized Territory prior to any Partner membership renewal. This requires Partner to certify it is abiding by Citrix compliance policies and programs, relating to transactions for the current and next three quarters, and relating to transactions during such other periods, as may be agreed and communicated in writing to Partner by a representative of Citrix's Office of Compliance. Partner shall be certifying on behalf of itself and all its affiliates participating under the Partner Agreement. If Partner fails to accept the terms of the Partner Agreement and/or the Compliance Attestation, Citrix may suspend all of the Partner's active program memberships until the Annual Compliance Attestation Letter is accepted and/ or terminate the Partner Agreement. During any period of suspension Citrix providing entities shall reject all orders received directly from Partner, or from any Distributor where Partner is identified as a fulfilling partner. Please refer to the Citrix Compliance Attestation Guide and FAQs on SalesIQ for more information.

### **Quarterly Compliance Attestation Letter**

Partner's in countries covered by quarterly attestation shall also, within 30 days of the end of each quarter, accept and certify the terms of a Compliance Attestation Letter (in the form provided by Citrix) concerning Citrix compliance policies and programs, relating to transactions in the preceding quarter (or at such other intervals, and relating to transactions during such other periods, as may be agreed and communicated in writing to Partner by a representative of Citrix's Office of Compliance). Partner shall be certifying on behalf of itself and its affiliates participating under the Partner Agreement. Citrix may make the Compliance Attestation available to certify online in the Partner Portal. If Partner fails to confirm acceptance within such 30 day period, Citrix shall have the right, exercisable in its absolute discretion, to suspend all of the Partner's active program memberships until the Compliance Attestation Letter is accepted. During any period of suspension Citrix providing entities shall reject all orders received directly from Partner, or from any Distributor where Partner is identified as a fulfilling partner. Please refer to the Citrix Compliance Attestation Guide and FAQs on SalesIQ for more information.

### **[List of Countries included in Quarterly Compliance Attestation](#)**

### **Compliance Training**

Partner shall complete the training session "Partner Sales Practices Compliance Training" prior to any Fusion Partner Program membership renewal ("Compliance Training") or by January 31st

of each year, whichever is earlier in that calendar year. Compliance Training provides an overview of Citrix's compliance policies that all Citrix Partners must follow. Partner must have a minimum of one staff person engaged in Citrix business complete the Compliance Training. This staff person can deploy the Compliance Training to all other staff in the Partner's organization engaged with Citrix business. Proof of performance with details of number of staff engaged in Citrix business, role of the staff and training collateral may be verified by Citrix, or any third party engaged by Citrix to perform partner audit. Partner is expected to keep proof of performance of completion of Citrix's Compliance Training for a period of not less than 12 months.

Completion of Compliance Training is a Requirement for participation in the Citrix Fusion Partner Program. Citrix will make the Compliance Training session available online in the Partner Learning Center. New Citrix partners are expected to complete the Compliance Training within the first fourteen (14) days of the Partner being on-boarded. Citrix shall have the right to suspend Partner's access to program Benefits and/or all of the Partner's active Partner Program memberships until the annual Compliance Training requirement is fulfilled and/ or terminate the Partner Agreement.

### **Partner Due Diligence**

Citrix may carry out preliminary due diligence and ongoing risk monitoring of Partner to ensure the integrity of the Citrix Partner channel ("Partner Due Diligence"). Partner's participation under the Partner Program is, at all times, conditional upon Citrix's satisfaction with the results of the Partner Due Diligence. If, as a result of any matter disclosed by the Partner Due Diligence, Citrix determines that Partner should not participate in the Program, Citrix shall have the right, exercisable without prior notice, to either suspend, terminate or decline to renew Partner's participation in the Partner Program. During any period of suspension or following termination, Citrix providing entities shall reject all orders received directly from Partner or from any Distributor where Partner is identified as a providing partner.

## Revision History

Date	Description	Page(s) impacted
Jan. 16, 2024	<ul style="list-style-type: none"> <li>• New Fusion Guide posted including Resell and Service Providers</li> <li>• includes the Fusion Rebate framework effective March 4, 2024</li> </ul>	12
Feb. 4, 2024	New Fusion Program Tiering included effective Mar 4, 2024	8
Mar 4, 2024	<ul style="list-style-type: none"> <li>• Removed references to 2023 tiering criteria, financial incentives and SI/ISV programs</li> <li>• Updated Affiliate section</li> <li>• Added Incentive Registration and Rebate descriptions</li> </ul>	7 9-10
March 29, 2024	<ul style="list-style-type: none"> <li>• Value and Expand rebate deal size cap changed</li> </ul>	9 - 10
April 5, 2024	<ul style="list-style-type: none"> <li>• Co-term requirement removed from Expand Rebate eligibility</li> <li>• Platinum partner eligibility to add additional engagement model</li> <li>• Compliance training deadline</li> </ul>	10 7 21
April 15, 2024	<ul style="list-style-type: none"> <li>• Expand Rebate calculation &amp; Rebate payout calculation</li> </ul>	9 - 10