Citrix Service Provider
Program Guide

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Welcome

Welcome to the Citrix Service Provider ("CSP") Program! This program guide is your one-stop resource for understanding the key CSP program details, partner benefits, and compliance requirements associated with the program. Reading this Citrix Service Provider Program Guide ("Program Guide") is one of the key Steps for Getting Started as a new CSP.

If you have any questions, comments, concerns, or suggestions, we want to hear from you! Contact us any time at csp@citrix.com.

Effective Date: July 17, 2019

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Program Overview

Membership Period

A CSP Program membership is two years, unless otherwise agreed under the CSP Agreement. Unless terminated earlier as permitted under the CSP Agreement, membership starts on the date the CSP Agreement is signed (online) and ends two years later. At time of application, you will choose a Citrix Authorized CSP Distributor and remain with that distributor until the next annual enrollment period.

Access to Citrix Products

Your membership in the CSP Program grants you access to the Citrix Products and Support Services (the CSP edition Products and Support Services that are available under the CSP Program as defined in your CSP Agreement). Providing services with the software will be authorized on a worldwide basis, except for in prohibited countries as specified in the CSP Agreement and as specified in this Program Guide. In this document, the Products/Support Services to which you have access will be referred to as Citrix Products. Usage of SaaS offerings 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, as referenced therein, as set forth at https://www.citrix.com/buy/licensing/saas-service-descriptions.html. The CSP Agreement (including the terms of this Program Guide) shall govern any conflicting terms as may be contained in the Citrix Terms of Service. CSP shall be considered the Customer as is defined under the Citrix Terms of Service for both purposes of their use and their End User Customer's use of the SaaS offering.

Usage Rights

The CSP Program gives you the "right to use" Citrix Products as the underpinning of your delivery infrastructure and gives you where applicable the flexibility of a monthly "active subscriber" pricing and licensing model. You are provided with access to the most current versions of Citrix Products available in the CSP Program and only pay for actual end-user usage or accounts active during the previous calendar month.

Please note: Citrix License Usage Insight Services, as defined below under CSP Program Requirements, is required on all license servers.

Citrix offers two usage models:
1. Active Subscriber: Customer logs in to use the CSP Service in a given month.
2. Provisioned: Citrix Product license was assigned and made available to the Customer.

Under the CSP Program, Citrix Products are offered under the monthly usage models detailed below:

Please note: You must configure all Citrix Apps and Desktop CSP licenses per a user/device model. From time to time Citrix may offer other usage models, as is communicated to CSPs.
Usage Model Definitions

1.	Active Subscriber	Means an End User Customer that is logged in to use the CSP Service in a given month
2.	Provisioned	Means the license was assigned and made available to the End User Customer. For Citrix Content Collaboration, a Provisioned User is defined as when a Partner completes the Citrix Content Collaboration provisioning form (Google document). Upon completion of the request, subscriptions should be reported and paid monthly.

New Product Name	Prior Product Name	Usage Model	Measurement	Definition
Virtual Apps and Desktops	XenApp	Active Subscriber	User Login	1
Virtual Apps and Desktops	XenDesktop	Active Subscriber	User Login	1
Virtual Apps and Desktops	Workspace Suite	Provisioned	Provisioned User	2
Endpoint Management	XenMobile	Provisioned	Provisioned User	2
Endpoint Management	XenMobile / Citrix Cloud (only as is generally available from Citrix)	Provisioned	Provisioned Device	2
Endpoint Management	ShareFile / Citrix Cloud	Provisioned	Provisioned User	2
Citrix ADC	NetScaler VPX	Provisioned	Provisioned Virtual Machine	2
Citrix SD-WAN	NetScaler SD WAN VPX	Provisioned	Provisioned Virtual Machine	2
Citrix Hypervisor	XenServer	Provisioned	Provisioned Virtual Machine	2
Citrix Hypervisor	XenServer	Provisioned	Physical Servers	2
Citrix Hypervisor	XenServer	Provisioned	Total 2-Socket Connections	2
All Citrix Cloud Products		Provisioned	Provisioned User or instance	

Tiered Suggested Discounts for Citrix On-Premise Products*
The following tiered suggested discount schedule is available for specified Citrix Products to CSPs who meet the volume requirements outlined below on a monthly basis:

Citrix Apps and Desktops, Content Collaboration

Discount Tiers	0-5,000	5,001- 15,000	15,001- 30,000	30,001- 60,000
Discount for the Tier	0%	15%	25%	35%

Citrix ADC, Citrix SD WAN VPX, Citrix Hypervisor (version 6.1 & earlier)

Discount Tiers	0-500	501-1,500	1,501-3,000	3,001- 6,000
Discount for the Tier	0%	15%	25%	35%

Citrix Hypervisor (6.2 & later)

Discount Tiers	0- 50	51- 150	151-300	301-600
Discount for the Tier	0%	15%	25%	35%

Tiered Discounts for Citrix Cloud Products*

Discount Tiers	1-2500	2501-7500	7501-15000	15001-30000
Discount for the Tier	0%	15%	25%	35%

*The CSP Distributor will determine the discount level provided to the CSP partner

Server Environment
You have the right to host Citrix Products in either a multi-tenant server or a dedicated server environment, either on CSP-owned, CSP-leased, public cloud or customer-owned hardware, under the following conditions:

- You manage and control the server.
- The server is dedicated to hosting the CSP Licenses and the provisioning of the CSP Services.
- The Customer never has access to such dedicated server, has no direct access to any of the hosted Citrix Products, and does not participate in the provisioning of the CSP Services.
- The Citrix software is licensed using CSP licenses acquired through the CSP program
- For SaaS offerings, usage requirements are governed by the Terms of Service and the Service Descriptions.

- **Please Note: CSP is not permitted to resell any CSP Products under the CSP Agreement and the CSP Program. All CSP Products must be hosted by the CSP under the guidelines and requirements as set forth in this Program Guide. For purposes of clarity, all software licenses, SaaS subscriptions and hardware purchases are in CSP's name.**

Server Software and Client Software

You have the right to run or otherwise use any number of instances of the server software or client software in physical or virtual operating system environments on any number of devices. As is permitted under the CSP Agreement, you also have the right to distribute the client software to customers in order to access the CSP Services. However, you may not distribute instances of the server software to third parties, and may only distribute client software as is permitted under the CSP Agreement.

Additionally, you have the right to:

- Store instances of the server software and client software on any of your servers or storage media, solely to exercise your right to run instances of the software as is permitted under the CSP Agreement.
  - The hosting environment must be distinct and separate from any environment where Citrix perpetual and/or annual term products are being used for internal use or hosting purposes other than the provisioning of CSP Services.
- Create a mirror of your production environment, including the license server, 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 Product that is classified on the Citrix CSP Price List as a CSP Premium Product, which is only being used to deliver a single executable application to an End User Customer. Please note, if this 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 should be used.

CSP Internal Business Usage: The CSP Program is intended as a partner program, available primarily to allow End User Customer's access to Citrix technology through the receipt of CSP Services. Any CSP that requires Citrix licenses and/or subscriptions for its own internal business use may use such licenses and/or subscriptions via the receipt of the CSP Services, so long as such usage does not exceed 10% of the overall CSP monthly usage. All such internal usage is subject to the monthly reporting and corresponding payment requirements as set forth in the Agreement. If CSP exceeds the 10% threshold, Citrix may terminate the CSP Agreement for breach including CSP's participation in the CSP Program.

CSP Partner Use and Not for Resale licenses:
Citrix Service Providers are authorized to use their CSP licenses to support development, test and demonstration of their production CSP environment at no charge. CSP is required to report all such usage and shall indicate the type of usage on its monthly reports. The availability of trial subscriptions for SaaS offerings is set forth in the then current Citrix Terms of Service.

Government and Education Pricing:
Citrix Service Providers are eligible to receive specific government and education SKUs for qualifying education and GELA End User Customers. CSP must identify to Citrix the name, address and contact of all government and education End User Customers and is responsible

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

Citrix Managed Desktops

During the Citrix Managed Desktop ("CMD") limited availability launch ("Limited Availability Period") until General Availability ("GA"), CSPs headquartered in the United States may purchase one year of CMD in the United States only, subject to the requirements of this paragraph. CSPs may only purchase CMD for resale to an end user customer within the United States subject to the term and conditions of a Citrix Solution Advisor Agreement ("Limited CSA Participation"). Citrix will allow CSPs who chose Limited CSA Participation to transact on CMD subscriptions (which shall include Priority for CMD subscriptions, Consumption Commitment, and Priority for Consumption Commitment) by waiving all CSA requirements, including certifications, for these products during the CMD Limited Availability Period. Limited CSA Participation allows CSPs to receive Spark and Drive partner incentives for CMD sales by following the Spark and Drive Incentive Program and using Citrix Leads and Rewards to submit Incentive Registrations. See the Spark and Drive Program Guide and Spark and Drive FAQs on SalesIQ for more information. Limited CSA Participation during the Limited Availability Period does not allow CSPs to transact any other products or services or receive any other CSA benefits for products and services beyond CMD. CSPs who are not a current CSA partner can chose Limited CSA Participation and become a CSA by clicking through the CSA terms in Partner Central. After GA, any current CSP, regardless of its headquarters' location, will be able to purchase CMD under CSP Program.

Country Use Limitations
If you purchase products in Thailand, Cambodia, Indonesia, Malaysia, Philippines, South Korea, China, India, Vietnam, Taiwan, and Singapore, your use of these products is limited solely to hosting and providing hosting services to End User Customers in the country of purchase.

Summary of Unique CSP Benefits

Unique Benefits	CSP Program
Evaluation Software	Yes
Technical Support	Yes
Version Upgrades and Feature Updates	Yes
CSP Specific Resources on SalesIQ	Yes
License Usage Insights Service (LUI)	Yes

Unique Benefits Detail

Evaluation Software

You may utilize Citrix Products (non-SaaS) in your production environment to support free evaluations of your service by either prospective or existing customers for up to thirty (30) days. Include these evaluation users in your standard usage reports for tracking and audit purposes. (Review the On-Boarding Guide for more information on monthly reporting procedures and tools.)

- If you offer billable evaluations to customers, or offer evaluations for more than thirty days, standard pricing will apply.
- Usage of the evaluation software will be based on the evaluation usage requirements as set forth in the CSP Agreement.
- The availability of trial subscriptions for SaaS offerings is set forth in the then current Citrix Terms of Service.

Technical Support

You are eligible for free Citrix Customer Success Select offering[1] ("Select Offering") as long as you reach the Minimum Threshold: $300 paid to Citrix through your Citrix Authorized CSP Distributor each month of a quarter, totaling $900 for the quarter. The Minimum Threshold needs to be either: 1) based on actual usage calculated against the then current Citrix price list, or 2) achieved in each reporting geography per the report you submit for each Citrix named geography. If your submitted reports show you met or exceeded the Minimum Threshold the previous quarter, you will be provided the Select Offering through the next quarter at no additional charge. This will be measured on a quarterly basis. Notwithstanding the above, the support offered for SaaS offerings are set forth in the Service Descriptions and the Minimum Requirement does not apply to SaaS offerings.

[1] The Select Offering available to you is unlimited 24x7x365 telephone and web support, based on the additional parameters set forth in Attachment 1 to this Program Guide, subject to Citrix's then current Select Offering as set forth at https://www.citrix.com/support/. All support incidents used must be in support of CSP's hosting environment used to provide the CSP Services. Citrix reserves the right to review support activity and revoke this benefit if partner is not following the support guidelines as specified herein.

If you are receiving the Select Offering, you will receive technical support and maintenance, which includes exclusive access to software updates and upgrades as they become available, responsive times for the industry, and access to deep technical expertise to plan for everything from deployments to upgrades. Additionally, the Select Offering includes access to our entire catalog of commercial eLearning, access to Consulting best practices, and tools and cloud solutions to assist with optimization, configuration, and basic monitoring. To view the full list of features and descriptions, visit the Select Fact Sheet located at www.Citrix.com

To learn more about how to receive the technical support benefits through the receipt of the Select Offering available to you, visit the Select Onboarding page at citrix.com. You may create and view Select Offering cases on Partner Central.

If you do not meet the Minimum Threshold for the previous quarter, you are not eligible to receive support services at no additional charge. However, you may purchase the Select Offering separately.

Version Upgrades and Feature Updates

You shall be provided, at no additional charge, with the latest generally available version upgrades and products feature updates for the Citrix Products you licensed.

CSP-Specific Resources

This page on SalesIQ offers a wealth of CSP-specific resources in one centralized location. Here you will find the technical and business resources you need to build your own highly differentiated, customized solutions. You will find details on monthly pay-as-you-go licensing, details on other service offerings you can add to your portfolio, a reference architecture, and prescriptive business and marketing resources.

License Usage Insights Service (LUI)

Read more about LUI in the CSP Program Requirements section.

Citrix License Retrieval

Once you have been approved as a Citrix Service Provider and received your Citrix partner credentials, you can request needed licenses by logging onto Citrix Partner Central and accessing the Citrix License Retrieval tool, according to the below steps. Using the tool you can submit a request to receive the licenses you are interested in to build or supplement your environment.

Please note: Citrix Endpoint Management, WorkSpace Suite, Citrix Content Collaboration, Citrix SD-WAN Hardware and Citrix Cloud, require you to request products and services via the submission of a zero dollar purchase order through your chosen CSP Distributor.

The steps for the tool are as follows:
Log into Partner Central using the below link and your credentials.

https://www.citrix.com/partnercentral/home.html

- Follow the path: Licensing>Renewals and Extensions>Manage My Licenses> Citrix Service Provider License Retrieval
- Use the tool to order licenses in a 1:1 ratio following the instructions in the User Guide below. Example: A quantity of 1000 will equal 1000 licenses. Below is a user guide for the Citrix Service Provider License Retrieval:

https://citrix.gosavo.com/Document/Document.aspx?id=43796461&view

Membership Levels

The CSP Program includes a three level tiered membership.

The CSP Program benefits and requirements by membership tier are listed below:

Partner Tier	Requirements	Benefits
CSP Premier	CSP Preferred requirements plus: • Additional Monthly Recurring Revenue* reaching a threshold for your region.	CSP Preferred benefits plus: • Citrix Ready Program eligibility (fees applicable) • Strategic Development Funds (proposal based) • Two Summit Passes • Eligible for CSP Premier Rebate (6%)
CSP Preferred	CSP Member requirement plus: • Monthly Recurring Revenue* reaching threshold for your region.	CSP Member benefits plus: • Partner Account Manager and/or Systems Engineer Coverage • Strategic Development Funds (proposal based) • Eligible for CSP Preferred Rebate (4%)
CSP Member	• Learning Path completion • Technical Certification (fees applicable) in one product area	• Select Offering (if qualifications met) • Self-service marketing support • Partner Locator listing • Access to reference architectures

*Monthly Recurring Revenue defined as minimum monthly usage, based on the levels set forth below. Any deals that deviate as offered under the standard CSP Program, shall not be included in the Monthly Recurring Revenue calculation, to be determined in Citrix's sole discretion, such as but not limited to deals paid upfront for license conversion or minimum software committed volumes.

	Member	Preferred	Premier
Monthly Revenue Requirement	None	$3800.00 (US/EMEA/CAN) $2500.00 (LAC/APJ)	$14,000.00 (US/EMEA/CAN) $7000.00 (LAC/APJ)

Performance evaluation Process:

Program membership tiers will be set annually in January based on the following*:

- CSP Partner technical certification (i.e., certification requirement)
- Prior year monthly reporting of Citrix Product sales (not to include services)
- Sales of multiple office locations within the same country may contribute to overall goal attainment.
- Partners who meet the revenue requirement, but need the technical certification will be notified that they need to complete certification
- Partners can qualify for membership tier upgrades based on the following conditions:
- Citrix conducts a quarterly Partner performance review based on monthly reporting for the previous quarter and will confirm current certification
- Citrix will notify Partner if they qualify for a membership tier upgrade, such that they are eligible to earn the corresponding rebate based on the new tier, commencing the next quarter.

- Tier level changes take place no later than 30 days after partner receives notification from Citrix
- New tier level benefits are not retroactive and are effective upon tier level update by Citrix
- There are no tier downgrades during the calendar year. Tier downgrades will occur at the end of the year and relate to the following calendar year.

*At the rollout of these new tiers, initial tier levels for 2019 shall be set on April 15, 2019.

Rebate Process:

- CSP Partners who qualify as either CSP Premier or CSP Preferred are eligible to receive a CSP Premier or CSP Preferred rebate.
- CSP Premier and Preferred Partners will be given an annual revenue growth target at the time of the rollout of these new tiers, the beginning of the calendar year, and the time of qualifying for a tier upgrade.
- CSP Premier and Preferred Partners are required to meet or exceed their annual growth target by the end of the calendar year in order to receive the rebate.
- The rebate is calculated based on growth goal assigned to each partner and is paid on revenue growth above the beginning revenue threshold and is paid annually.
- Based on CSP suggested retail price Citrix will pay CSP Partner by check with the appropriate rebate (as specified in the above chart) within sixty (60) days after end of the calendar year.
- For purposes of example only, a CSP Preferred level submitted $4,000 a month / $48,000 per year for the previous fiscal year, and received a 25% growth goal for the immediate following year, requiring a $5,000 a month / $60,000 per year revenue spend.
- If the CSP Preferred hit the goal by the end of the fiscal year, CSP Preferred would be entitled to a rebate of the growth amount only, of $480 (4% of $12,000).

Strategic Development Funds:

CSP Partners who qualify as either CSP Premier or CSP Preferred are eligible to receive Strategic Development Funds. Strategic Development Funds are based on proposals submitted and approved jointly with Citrix partner Sales and Marketing managers, subject to the allocation rules as set forth in Citrix then current Strategic Development Funds Program Guidelines:

https://citrix.gosavo.com/Document/Document.aspx?id=47500886&view=&srlid=64131314&srisprm=False&sritidx=1&srpgidx=0&srpgsz=25

Additional Citrix Partner Benefits

Summary of Additional Benefits

Benefits	Available
SalesIQ	Yes
MarketingIQ	Yes
Partner Communications	Yes
Partner Locator Listing	Yes
Partner Badge and Citrix Logo	Yes
Live Events (e.g., Synergy, Summit, Instructor-Led Training)	Yes (fees apply)
On-Demand Training Courses and Materials	Yes
Certifications	Yes (fees apply)
Demo Center	Yes (fees apply)
Apply for Citrix Technology Professionals Program	Yes

Additional Benefits Detail

SalesIQ
Your main hub for sales, technical, and product resources – from selling and positioning decks, to competitive intelligence, to use cases and more! SalesIQ is your one-stop-shop for everything you need to grow your business. Key resources include:

- Current global and regional promotions to help you price Citrix offerings competitively

- Information on key solutions related to security and compliance

- Competitive Intelligence to help you effectively position Citrix within the technology industry and clearly explain our competitive advantages in every market we serve

- Demo and POC Central, where you will find demo best practices, Proof of Concept (POC) kits, setup guides, tips, tricks, and templates for all Citrix products

MarketingIQ
MarketingIQ enables you to quickly and easily create customized go-to-market campaigns at no charge, allowing you to generate leads without impacting your marketing budget. Just choose one or more available campaigns and follow the steps to create and launch your own customized campaign. Manage your social media accounts and track ROI on your marketing efforts all from one platform!

Partner Communications
Emails from Citrix are designed to keep you fully informed, providing the latest news about program benefits, promotions, product updates, and events in a regular and consistent way. Newsletters and social media channels help you to stay in touch while allowing you to send your questions and comments to us, facilitating a two-way dialogue.

- Email: Your contacts, registered through the Update Locations, Contacts, and Memberships tool, will receive emails concerning Citrix products, program benefits, and/or requirement changes. These communications are vital in ensuring you have the latest information when working with customers. Please see the Citrix Privacy Policy for information regarding Citrix privacy policies.

- Newsletters: Read Partner News each month for the latest information to help you grow your business. Regional newsletters for the Americas, APAC, Central Europe, and other regions are also available. Other newsletters include Tech News, Service Provider News, and Citrix Ready News.

- Social Media Channels: As a Citrix partner, your success is our success. Take full advantage of the opportunities our partnership can provide you. Follow us and receive the latest partner news real time.

  - On LinkedIn, the Citrix Partner Network highlights the latest partner events, resources and programs.
  - Follow Citrix on Twitter, where partner-centric accounts include:

- **@Citrix Partners**: Partner news for all Citrix partners worldwide
- **@CitrixCSP:** Citrix Service Provider specific content
  - Connect with us through Facebook, Pinterest, or Google+.
  - Subscribe to the Citrix Blog.

Partner Locator Listing

New customers can easily find you through the Citrix Partner Locator, which is included with your program membership. Customers can search by country, city, or other criteria. Search results will list each location in the program individually, along with contact information and any Citrix certifications held. Customers can contact you through an online form, which will create a lead for you in Partner Central.

Partner Badge and Citrix Logo

Citrix offers Partner badges representing your program and (if applicable) your program level. You are free to use your Partner badge and the Citrix logo in your marketing collateral and presentations, according to the trademark usage terms as set forth in your CSP Agreement. To download your Partner badge and the Citrix logo, and review the visual identity guidelines, visit the Badge Gallery in Partner Central.

Live Events (e.g., Synergy, Summit, Instructor-Led Training)

You are welcome to attend live roadshows, classroom training sessions, and other events, including:

- Citrix Summit: the premier global event to learn about the latest virtualization, networking and cloud computing solutions. During two intensive days of technical education, hands-on training and marketing sessions, attendees will gain valuable knowledge, selling skills and competitive strategies to help win customers and grow business. All partners are encouraged to attend Citrix Summit. Fees apply.

- Citrix Synergy: an open, global conference where customers, analysts, partners, architects, consultants and product experts converge to see how virtualization, networking and cloud technologies work together to make businesses more agile and efficient, while boosting productivity and employee satisfaction. Synergy is an incredible opportunity for you to bring your prospects and customers to learn about the latest solutions from Citrix, receive training, and hear customer success stories. Fees apply.

- Live Training Events from Citrix: Citrix offers a variety of exclusive partner training events and educational seminars year round, in addition to training available from Citrix Education. For your convenience, virtual instructor-led training is available online, and in-person training sessions are held live in major cities around the world. Contact your local Citrix team/Citrix authorized distributor for more details. Fees apply

- Classroom Training through CALCs: You can purchase and attend classroom training sessions led by certified instructors at Citrix Authorized Learning Centers™ (CALCs) all

over the world. These instructors and facilities offer a consistent level of excellence and must meet rigorous requirements to offer you the best classroom experience. To search and register for available training in your area, visit training.citrix.com (Americas, EMEA, APAC) or www.citrix.co.jp/education (Japan). Fees apply

On-Demand Training Courses and Materials
Through your internet connection, you have full access to online training courses and educational materials to help you learn at your pace, on your schedule.

- Enablement.citrix.com (ECC): Free pre-sales technical and sales training on-demand. Learn about the latest product, sales, and CSP channel updates

- elearning.citrix.com: In-depth post-sales technical training with hands-on labs. While advanced content, SD-WAN, ShareFile, and hands-on labs are offered at an additional cost, CSP Partners transacting more than $300/mo do receive a free subscription to all other on-demand content as part of the Select Customer Success Services benefit package

- Citrix Channel on YouTube: More than 200 how-to videos are available to you, along with Citrix Customer Testimonials and a wide variety of other topics.

Available Certifications
Take advantage of available Citrix certifications such as:

- Citrix Certified Sales Professional (CCSP): CCSP equips you with the knowledge needed to articulate the Citrix vision and successfully sell Citrix core technologies by addressing customer needs, overcoming major sales objections and leveraging best practices. As a benefit of our program, you receive unlimited access to all sales courses online at no cost, 24/7.

- Certification in Virtualization, Networking, or Mobility: Citrix certifications are solutions-based, reflecting the evolving needs of IT professionals and organizations. As a certified associate, professional or expert, you are recognized as having proven real-world skills and experience required to deliver successful Citrix solutions. To register for a certification exam, visit www.pearsonvue.com/citrix.

Demo Center
A professional demo can make all the difference when you are selling Citrix cloud, networking and virtualization solutions. However, it's challenging and costly to build an effective, highly reliable demo environment that showcases a solution's strengths and competitive differentiators. Instead of trying to design, build, and (most importantly) maintain your own demo environment, consider using the Citrix Demo Center.

Also available for purchase on a monthly subscription basis is access to the Citrix Demo Center,

which runs in SoftLayer's cloud datacenters around the world. You are eligible to receive a partner discounted rate for any such purchases. Here's why this model is economical and practical:

- Competitive advantage. The Demo Center keeps pace with the rapid changes in Citrix technology, which can be very difficult to do on your own.

- Capital cost savings. Compared to investing capital in your own demo environment – hardware, software, staffing – the Demo Center is a tremendous bargain. And the monthly subscription model makes it easy to plan and budget.

- Greater productivity. Maintaining your own demo environment typically requires taking a sales engineer out of the field to be a dedicated resource, you can empower rather than hamper your technical team by providing each SE with access to his or her own Demo Center environment.

- Reduced TCO. The Demo Center cuts costs of your demo practice by freeing your business from ongoing updates, hardware refreshes, technical support, and training.

If you're ready to demo the way Citrix employees do, learn how to obtain a SoftLayer Account and register for an account in the Demo Center so you can try out and purchase access to the Demo Center.

Apply for Citrix Technology Professionals Program
The Citrix Technology Professionals (CTP) Program recognizes the contributions of individuals who have invested a significant amount of time and resources to become experts in Citrix products and solutions. The wealth of knowledge they have developed – and more importantly, openly shared – has proven invaluable to the Citrix community. These individuals have consistently demonstrated their real-world knowledge by:

- Sharing insights on web sites and contributing to online discussions (e.g. Citrix forums, Citrix Developer Network)

- Creating or fostering active communities of Citrix users (e.g., Citrix User Groups)

- Publishing technical documentation, articles, or books

- Offering technical expertise in the field

- Speaking at IT conferences

New candidates and current awardees are reviewed annually, and evaluations are based on recent community contributions. If you have questions about the CTP Program, please email CTPnomination@citrix.com.

CSP Program Requirements

You must meet the CSP program requirements outlined in this section to be eligible for any of the rights and benefits offered by the program.

Initial Requirements

Qualifications

In order to qualify for the CSP Program, participants must meet the following qualifications:
- A current ongoing hosted business with hosted paid third party customers.
- Citrix CSP may not be a current Citrix Authorized Distributor or a Citrix Authorized CSP Distributor

Certification Requirements

You are not required to have any certified personnel before you apply and receive approval to join the CSP Program. You have a grace period of sixty (60) days after joining the program to achieve the required certifications:

- If CSP is hosting Citrix Virtual Apps and/or Virtual Desktops, then one (1) employee must complete **Citrix Professional Certification in Virtualization (CCP-V)**.

- If CSP is not hosting Citrix Virtual Apps and/or Desktops, please see below for associated requirements:

  1. If hosting Citrix Networking solutions (not including Citrix SD-WAN), then one (1) employees must complete **CCP-N**.
  2. If hosting Citrix Endpoint Management (and not Citrix Networking or Citrix Virtual Apps/Desktops), then one (1) employees must complete **CCP-M** .
  3. If only hosting Citrix Content Collaboration, then one (1) employee must complete **CC-ShareFile**.
  4. If only hosting Citrix SD-WAN, then one (1) employee must complete **CC-SDWAN** is required.

You are required to maintain at least one certified personnel as specified above at all times in each country where you are hosting services. Citrix understands that sometimes key resources with certifications leave your company and you need time to hire new resources. If any of your certified Citrix professionals are terminated or terminate their employment with you and this change causes you to no longer meet your membership requirements, please notify the CSP Program Office at csp@citrix.com. You have sixty (60) days to establish the one trained employee as is required hereunder. If this requirement is not met, Citrix may immediately terminate your membership.

Executed Citrix Service Provider Agreement
You must have agreed to and be subject to a current CSP Agreement. You may not access or use the monthly Citrix Product licenses provided under this CSP Program and may not continue to provide CSP Services after your CSP Agreement terminates or expires, except to the extent necessary to fulfill an existing one year subscription commitment to a Citrix Cloud offering as is permitted in Attachment II. All software license usage shall be subject to the license model SKU corresponding to the licensed Citrix Product.

Marketing
Within thirty (30) days of signing the Agreement, you must ensure that a reasonable presence of Citrix and its products on your website is developed and maintained adhering to the CSP Agreement and the trademark guidelines set forth therein. Citrix content will be provided by your Citrix Authorized CSP Distributor.

Citrix License Usage Insights Service
Updating Citrix license servers in a timely manner for use with the Citrix License Usage Insights Service ("LUI") is required for all CSP partners. LUI is a free Citrix Cloud service that helps CSPs understand and report their End User Customer's product usage (replacing Citrix's previous usage collector auditing tool).   Citrix shall notify CSP as this technology becomes available for each software product. CSP is responsible for notifying its End User Customers that license authentication and usage data (including End User Customer usernames in certain instances), is being collected by you and Citrix in connection with your CSP Service and must obtain such End User Customer's consent. LUI data is only to be used within your organization for the purposes of tracking use by your End User Customer of the CSP Services, and reporting such product use to your CSP Distributor, and obtaining Citrix support and recommendations related to the CSP Service and related Citrix products.   CSP may choose to limit or expand upon the amount of information collected by LUI, as is allowed for within the Citrix License Usage Insight Service tool.

Learn more about LUI.

Service(s) available to Citrix for testing/support
You must grant Citrix access to your CSP Services for required testing to provide support.

Ongoing Requirements

Responsibility for Your Accounts
You are responsible for all passwords and all activity associated with your accounts, including dealings with third parties that take place through your account or associated accounts. You must keep passwords and accounts confidential. You must immediately inform Citrix of any possible misuse of your accounts or any security breach related to the CSP Service.

Reporting

Unless otherwise agreed to in a CSP Agreement, you are required to provide timely and complete reports and purchase orders to your selected Citrix Authorized CSP Distributor by the 10th calendar day of each month (or as agreed with your CSP Distributor). CSP Distributors will provide aggregated usage reports to Citrix by the 15th calendar day of each month and process purchase orders as received from partners. The format of the monthly report shall be as required by your selected CSP Distributor. If direct purchasing is permitted by Citrix, Citrix shall determine the format of the monthly report.

You are granted a grace period of 60 days from the effective date of the CSP Agreement before you are required to begin reporting to support the integration of Citrix infrastructure into your service offering. However, you are required to begin reporting immediately upon having your first billable service or evaluation based on Citrix Product. Each report must be consistent and reflect the correct usage for the period for all Citrix Products accessed during the calendar month. If submitted reports are inconsistent or are not submitted in good faith, Citrix may consider such a material breach of the CSP Agreement.

Citrix reserves the right to terminate any CSP Partner enrolled in the CSP Program that has not reported revenue for more than six (6) consecutive months. As the CSP Program has no entrance fee, any such terminated partner may re-apply to the CSP Program any time subject to acceptance by Citrix.

Please note: Any CSP reporting a single tenant (End User Customer) with over 500 subscribers per month must include the End User Customer name by tagging in the LUI Tool (as defined on the previous page).

Upon approval from Citrix WW CSP Program Manager, Partners who deliver service in multiple Citrix geographies can identify annually a single Distributor through whom they can aggregate and report usage across all geographies collectively. These Partners are required to abide by the following terms and conditions:

- Select a single Distributor globally (Note: change of CSP Distributor will require a 90 day notification period and approval by Citrix).
- Submit purchase order and usage report by the 10th of every month
- Ensure that usage report contains end user customer name, country / state and reporting SKU and quantity of prior month usage. This is critical to support field sales alignment across all geographies.

Approved Partners who fail to meet these requirements for a maximum of two (2) reporting cycles will have their approval rescinded and be required to report locally in each geographic hosting location.

Partner Profile & Membership
You must complete an annual partner profile regarding your CSP Services, which will enable Citrix to provide better support. You will be required to provide Citrix with the business, marketing,

sales and technical contacts that will be the primary contacts in the respective functional areas for the CSP Program.

Membership Renewal

In order to renew your CSP membership every two years, you must meet the requirements for membership at the time of renewal. If you do not meet the requirements, your membership will not be renewed. At the time of renewal:

- You will choose a Citrix Authorized CSP Distributor upon joining the CSP program and will remain with the chosen Distributor until the next annual enrollment period. By notifying csp@citrix.com and your current Distributor during the annual enrollment period, which is June of each year, you may change your Distributor by selecting any other Citrix Authorized CSP Distributor in your territory. The Distributor change will take effect in the August reporting cycle.
- You will order new license distribution through Partner Central License tool (only for software licenses that are electronically delivered) or place a new stocking order with your Citrix Authorized CSP Distributor to replenish Citrix Product licenses. The CSP licenses you received are 27 month term licenses. **You must order new license entitlements** and replace the original entitlements on your license server(s) at renewal or at the latest before the end date of the 27-month term license in order to continue using Citrix Products and provide CSP Services without interruption. For SaaS, expiration dates are based on the purchased and committed term, which must be renewed in order to continue using the Citrix SaaS without interruption.

Compliance

Citrix and Partner agree to comply with all data protection laws and regulations applicable to it under the terms of this Program Guide. The General Data Protection Regulation Terms ("*GDPR Terms*")   https://www.citrix.com/content/dam/citrix/en_us/partnercentral/other/partner-dpa-gdpr-terms-signed.pdf   describe the conditions under which Citrix and the Partner shall comply with data protection laws with respect to any personal data relating to European Union residents obtained by one party (acting as a processor) from the other (acting as a controller) and processed for the purpose(s) contemplated by this Program Guide and/or the Citrix CSP Agreement in force between Citrix and the Partner.

SaaS (including Citrix Cloud Services)

The general reference to SaaS offerings in the Program Guide are meant to include both Enterprise SaaS and Citrix Cloud Services, as classified below. The additional terms and conditions as set forth in Attachment II, Part B shall apply to SaaS offerings include both Enterprise SaaS and Citrix Cloud Services. The additional terms and conditions as set forth in Attachment II, Part A, only applies to Citrix Cloud Services.

1. **Citrix Enterprise SaaS Services include the following products:**

- ShareFile – (Version Citrix designates as Enterprise SaaS))

2. **Citrix Cloud services:** Visit following link for up to date product listings: https://www.citrix.com/buy/licensing/product.html

Attachment 1: Technical Support Description

The following additional terms shall apply to Citrix's provision of the Select Offering services to CSP, subject to the terms of the Program Guide:

1. Citrix Responsibilities. Citrix will provide the following where applicable:

    1.1. Service Delivery: All Services will be provided remotely from Citrix to CSP locations. In addition, all services will be provided in the English language unless otherwise agreed to by CSP and Citrix in writing.

    1.2. Select Offering: Support includes problem resolution services for technical issues involving the Citrix Products in accordance with the Citrix Product Support Lifecycle policy at www.citrix.com.

    a. Incident Submission and Resolution. An "incident" is defined as a single Support issue and reasonable effort(s) needed to resolve it. A single Support issue is a problem that cannot be broken down into subordinate problems. If a problem consists of subordinate problems, each subordinate problem shall be considered a separate incident. Before Citrix provides support for an incident, CSP and Citrix's Support engineer(s) must agree on what the problem is and parameters for an acceptable solution. An incident may require multiple telephone calls and off-line research to achieve final resolution. The incident severity will determine the response levels within Citrix and the estimated engineer response times are defined in the table on Exhibit I.

    b. Remote Access. As part of the resolution process, Citrix may access CSP's system via remote access to analyze problems and CSP will be informed prior to conducting this service. Citrix may provide CSP with software to assist with problem diagnosis and/or resolution. Any information reviewed by Citrix shall be deemed confidential in accordance with the confidentiality obligations as set forth in the CSP Agreement.

    c. Engineering Support. In situations where Citrix cannot provide a satisfactory resolution to CSP's critical problem through normal Support methods, Citrix may engage its product development team to create a private fix to the Citrix Product in accordance with the Citrix End of Life Policy. Limited regression testing is performed on private fixes, which are released to CSP once CSP has verified the private fix has resolved the issue and additional regression testing is complete. Private fixes are designed to address a specific CSP situation and may not be distributed by CSP outside the CSP organization without written consent from Citrix. Citrix retains all right, title and interest in and to all private fixes.

    d. Multivendor Coordination. Citrix will work with CSP's other key partners to resolve problems in a heterogeneous environment. When problems reported on the Citrix Products involve interactions with other vendors' products, and CSP has a support

agreement with that vendor, Citrix will share diagnostic information and collaborate to provide a solution.

e. Onsite Support. This Exhibit does not include onsite Support. In critical situations, CSP may request onsite Support as a separate and distinct billable service, subject to a separate agreement between Citrix and CSP. Onsite Support is subject to Citrix resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem. Where on-site visits are mutually agreed, CSP will be billed for reasonable travel and living expenses in accordance with CSP's travel policy.

2. CSP Responsibilities. This Section describes the roles and responsibilities required by CSP. Citrix's performance is predicated upon the following responsibilities being fulfilled by CSP in accordance with this Attachment:

2.1. CSP will designate a Customer Support Manager ("CSM") who will be the primary administrative contact associated with this Attachment.

2.2. If CSP does not have a company PIN, CSP will designate Named Contacts (including a CSM) and each Named Contact (excluding CSM) will be supplied with an individual service ID number for contacting support.

2.3. Citrix recommends that CSP has the Named Contacts be Citrix certified to assist in the procurement of support.

2.4. CSP may be asked to perform problem determination activities as suggested by Citrix, including performing network traces, capturing error messages, and collecting configuration information. CSP may also be requested to perform problem resolution activities including changing product configurations, installing new versions of software or new components, or modifying processes. CSP agrees to cooperate with such requests.

2.5. CSP is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and for reconstructing any lost or altered files resulting from catastrophic failures.

2.6. CSP is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware at CSP's site and providing Citrix with access to CSP's facilities as required to operate the Citrix Products and permitting Citrix to perform the service called for by this Attachment.

2.7. CSP is required to implement all currently available Upgrades to the Citrix Products in a timely manner; failure to do so may impact Citrix's ability to provide the support. As used

herein, "Upgrades" means any new updates and any other relevant private fixes (which are not part of updates).

2.8. Unless the CSP qualifies for free support, CSP agrees to purchase and pay the support price within thirty (30) days from invoice date. All purchases under this Attachment are final with no right of refund.

3. EXCLUSIONS. Citrix is not required to provide any support relating to problems arising out of (i) CSP's or any third party's alterations or additions to the Citrix Products' operating system or environment that adversely affects the Citrix Products; (ii) Citrix provided alterations or additions to the Citrix Products that do not address Errors or Defects; (iii) any functionality not defined in the Citrix Products' documentation published by Citrix and included with the Citrix Products; (iv) use of the Citrix Products on a processor and peripherals other than the processor and peripherals defined in the documentation; (v) Citrix Products that have reached End-of-Maintenance; and (vi) any consulting deliverables from any party. An "Error" is defined as a failure in a Citrix Product to materially conform to the functionality defined in the documentation. A "Defect" is defined as a failure in a Citrix Product to conform to its specifications in the documentation. Technical Support does not include development work on software not licensed from Citrix or development work for enhancements or features that are outside the documented functionality of the Citrix Products. CSP may request consulting and/or development work from Citrix as a separate, billable service.

4. TERM. The terms set forth under this Attachment shall apply to the purchased support, or for the support CSP is eligible to receive according to the Program Guide. Notwithstanding the foregoing, CSP shall be under no obligation to renew any support it purchased. Citrix reserves the right to increase prices or change the description of services as to any renewal period upon sixty (60) days advance written notice. Citrix also reserves the right to make available new offerings at any time during its term (as posted on www.citrix.com).

Exhibit I
Incident Severity and Response Times

Severity	Definition	Estimated Initial Response Time
1	Your production use of supported product is not functioning and your operation is so severely impacted you cannot reasonably operate. The operation is mission critical and the situation is an emergency. There is no viable workaround to the problem	Within 30 minutes
2	There is a severe loss of service with a feature of your supported product. The operation continues to function in a diminished state.	Within 2 hours
3	There is a partial, non-critical loss in the functionality of the supported product.	Within 8 hours
4	General product usage questions or cosmetic issues not impairing users.	Within 8 hours

CSP Responsibilities:

Severity	CSP should be prepared to:
1	Have a dedicated resource available to work with the Citrix team while the issue is being investigated.
2	Have resource(s) identified to work with Citrix, upon request, to support remediation (run debug tools, apply potential fixes/workarounds, etc.). Timing of response to requested actions commensurate with that provided by Citrix, unless there is a mutually agreed upon deviation.
3	Have resource(s) identified to work with Citrix, upon request, to support remediation (run debug tools, apply potential fixes/workarounds, etc.). Timing of response to requested actions commensurate with that provided by Citrix, unless there is a mutually agreed upon deviation.
4	Have resource(s) identified to work with Citrix, upon request, to support remediation (run debug tools, apply potential fixes/workarounds, etc.). Timing of response to requested actions commensurate with that provided by Citrix, unless there is a mutually agreed upon deviation.

Attachment II

Part A. Citrix Cloud

1. Citrix has a new hosted set of cloud services called Citrix Cloud, with associated SKUs ("Citrix Cloud"), which are subject to the terms and conditions of these additional terms of this Attachment II. Citrix grants CSP a non-exclusive right to purchase subscriptions in Citrix Cloud enabling CSP to provide hosted services to their End User Customers ("CSP Services"). For all purchases of Citrix Cloud, CSP must place a separate purchase order with its Citrix CSP Distributor, for each named company that is an End User Customer ("Named Customer") that CSP desires to provide CSP Services leveraging Citrix Cloud. Each purchase order must identify the Named Customer receiving access to the Citrix Cloud subscriptions, and must identify the number and type of subscriptions being purchased.

   a. Citrix Cloud is offered as user subscriptions.

   b. A minimum number twenty-five (25) user subscriptions ("Minimum Commitment") must be initially purchased by CSP per subscription which may be cumulative across its End User Customers.

   c. Each purchase of a user subscription requires the submission of a non-cancellable upfront purchase order for the full twelve-month commitment ("Commitment Time"). Billing for such subscriptions will be on a monthly basis based on actual amounts in the initial purchase order, but no event less than the commitment amount. All payments are non-refundable. Purchased user amounts over the Commitment Time can increase using a new purchase order. Co-terming is not available for CSPs at this time. However, for each CSP, the minimum committed amount of subscriptions cannot be decreased during the Commitment Time. If CSP wants to increase the minimum committed amount, CSP shall place an additional purchase order according to the terms of this Attachment II. For purposes of example only, if fifty (50) user subscriptions are ordered on April 1st, CSP has committed to a monthly payment of fifty (50) users until March 31st of the next year.

2. Citrix Cloud shall be included under the definition of SaaS under the CSP Agreement. The additional terms as set forth under Part B of this Attachment II will also apply to Citrix Cloud.

3. If the CSP Agreement expires or is terminated (except due to CSP's material breach of the CSP Agreement), CSP may continue to provide the CSP Services using Citrix Cloud, based on the terms and conditions of the CSP Agreement and this Attachment II through any already established Commitment Time with a Named End User Customer, and CSP shall remain responsible and obligated to pay for all monthly amounts due under the accepted purchase order for the duration of any Commitment Time. In the event of a default under any monthly payment, and should such default continue for a period of thirty (30) days, then any and all remaining payment amounts through the entire Commitment Time shall become immediately due and payable. In the event of termination of the Agreement due to CSP's material breach thereof, any

and all remaining payment amounts shall become immediately due and payable. Citrix reserves the right to suspend or terminate Citrix Cloud delivery for non-payment.

4. For applicable Citrix Cloud offerings, please contact your designated Citrix business representative for current prices.

5. For purchased Citrix Cloud offerings, CSP is entitled to the Service Level Agreement ("SLA") as part of the CSP Agreement for covered Citrix Cloud offerings ("Services"), listed under and based on the SLA terms referenced in the Services Description link https://www.citrix.com/buy/licensing/saas-service-descriptions.html. As applicable to Services purchase under the CSP program, the terms contained herein shall supersede any conflicting terms in the published SLA. In order for Services to qualify for the SLA, CSP must have (1) purchased the Services using an annual term based subscription of at least a one year duration, and (2) have at least a 1000 unit subscription per the subscription model (for Intelligent Traffic Management the minimum commitment will be based the 1-100 million Queries level) applicable to the Services during the claim period. To receive the remedy as included under the SLA, the CSP must be in compliance with the CSP Agreement and the failure must be reported by the CSP within thirty (30) days at the end of the last month of the consecutive five-month period for which a credit is to be made. To submit claims to report possible violations of this SLA send an email to csp@citrix.com, including "SLA Claim" in the subject line. CSPs can expect an initial response within one business day confirming receipt of claim. Only CSPs that purchased the Citrix Cloud offering at issue will receive Citrix's commitments provided for under the SLA. In no event may such rights apply or otherwise be assigned or transferred to any End User Customer or any other third party. Notwithstanding the above, the SLA is not offered for the Orchestrator SaaS offering and any other Citrix Cloud offering that is not available under CSP Program.

Part B. SAAS Offerings

1. The warranty provided under the CSP Agreement will not apply to SaaS, rather the following warranty shall apply: Citrix warrants that the SaaS offering, including without limitation any components delivered with SaaS, will materially conform to the Citrix Services Description available at https://www.citrix.com/buy/licensing/saas-service-descriptions.html. Citrix does not represent or warrant that (i) the use of SaaS will be timely, uninterrupted or error free, or operate in combination with any other hardware, software, system or data, (ii) SaaS will meet CSP's requirements or expectations, or (iii) all errors or defects will be corrected. Citrix's entire liability and CSP's exclusive remedy under this warranty will be, at Citrix's sole option and subject to applicable law to provide conforming SaaS services, including replacement components as required, or to terminate the non-conforming SaaS offering, and provide a pro-rated refund of any prepaid fees from the period of non-conformance through the end of the remaining term.

2. The remedy provided under the CSP Agreement, Indemnification Section, Indemnity Obligations by Citrix, shall not apply to SaaS, rather the following shall apply: Following notice of an Infringement Claim, or if Citrix believes such a claim is likely, Citrix may at its sole expense and option: (i) procure for CSP the right to continue to market, use and have others use, the

alleged infringing SaaS Offering; (ii) replace or modify the SaaS offering to make it non-infringing; or if neither of the foregoing is possible or commercially practicable, or (iii) cancel access to such SaaS offering and refund to CSP any prepaid, but unused fees.

3. Any data and information uploaded to, processed, used with or archived in CSP's Citrix SaaS account, by CSP or its End User Customers shall be deemed CSP Customer Content as described and covered under the Citrix Terms of Service. Such data and information shall never be deemed Confidential Information under the CSP Agreement.

4. Citrix has no obligation to maintain Customer Content following expiration of a subscription to the affected SaaS offering. Subject to availability and the applicable Services Description, CSP shall have thirty (30) days to download Customer Content after expiration, and must contact Citrix technical support for download access and instructions. Notwithstanding anything in this Program Guide, or the Agreement to the contrary, this paragraph expresses the entirety of Citrix's obligations with respect to Customer Content.

Attachment III

1. CSP may purchase Citrix SD-WAN zero capacity appliances (each defined as "SD-WAN Appliance") for CSP's production purposes. CSP may also purchase up to two (2) Citrix SD-WAN zero capacity appliances per agreement period for demonstration purposes only ("Demo SD-WAN Appliance"). If more than two (2) Demo SD-WAN Appliances are required by a CSP, CSP must receive Citrix's pre-approval, on a case by case basis, based on a valid business need. The SD-WAN Appliance only includes sale of the hardware and requires separate subscription license, which entitles the right to use SD-WAN software ("Software") according to the terms of your CSP Agreement. All purchases of SD-WAN Appliances and Software will continue to be made through your selected CSP Distributor. Each SD-WAN Appliance and corresponding Software licenses may only be used to provision CSP Services to a named End User Customer.

2. CSP may use a purchased Demo SD-WAN Appliance for a demonstration period up to two (2) years ("Demo Period"). After the expiration of each two (2) year term, CSP would be required to buy through its CSP Distributor new Demo SD-WAN Appliance(s). During the Demo Period CSP may order and use a set amount of Software licenses, as initially ordered, for the Demo SD-WAN Appliance, at no charge, subject to the twelve month Software licensing as set forth under Section 5 of this Attachment III. However, if the demonstration is successful, and results in a CSP purchase to use on behalf of an End User Customer, CSP will then be required to procure through its CSP Distributor both a production SD-WAN Appliance and a twelve-month license of the Software for that End User Customer as set forth under Section 6 of this Attachment III.

3. For Demo SD-WAN Appliance and use of corresponding Software, Citrix shall have the right to audit CSP's systems to determine if Software usage continued after the Demo Period was complete, if usage exceeded the amounts ordered, and if production usage occurred. If an audit reveals one of the events in the preceding sentence, in addition to other remedies provided for under the CSP Agreement, the CSP Distributor shall invoice CSP the underpaid Software fees, and a penalty of an additional 25% of the fees owed. Citrix shall separately invoice CSP the cost of conducting the audit.

4. Citrix reserves the right to terminate CSP's ability to purchase through CSP Distributor Demo SD-WAN Appliances, and receive free Software as permitted herein, with or without cause, upon thirty (30) days prior written notice to CSP. Unauthorized copying of the Software provided for use on a Demo SD-WAN Appliance or the Documentation, or otherwise failing to comply with the license grant or restrictions will result in automatic termination of CSP's ability to purchase Demo SD-WAN Appliances and will make available to Citrix all other legal remedies.

5. For each full appliance use, including both production and demonstration (including hardware and Software) desired, CSP shall submit two purchase orders to its selected CSP Distributor; one for the Citrix SD-WAN Appliance, and the other for the corresponding Software. The purchase order for the Software shall be for a one year purchase commitment (or right to use in the case of demonstration purposes), requiring a separate download and installation. Software usage requires monthly payment (for production use only), according to the terms of the CSP Agreement. Software purchase includes:

- Right to use the features of the applicable edition ordered, up to the subscribed bandwidth level

- Customer Success Services for Software, and Citrix Gold-level Hardware maintenance, when using Zero Capacity Appliances, based on Citrix then current offerings, as set forth at https://www.citrix.com/support/.

6. As applicable to production licenses, Software licenses purchased as part of a SD-WAN Appliance purchased under the CSP Program shall be a non-cancellable twelve-month commitment ("Commitment Term"). Therefore, each order must be a non-cancellable upfront purchase order for the full twelve-month Commitment Term, however, invoicing and subsequent payment is done monthly in arrears. All payments are non-refundable. During the Commitment Term, the bandwidth level of the Software can increase, but not decrease, resetting the minimum committed amount for the duration of time remaining in the Commitment Term. An increase in the bandwidth level of the Software will require the CSP to submit an additional purchase order through CSP Distributor. At the end of the initial Commitment Term, you have the option of extending the Software subscription, or purchase monthly in arrears based on your chosen appliance bandwidth usage during the previous month ("Monthly Extension Option"). If you elect the Monthly Extension Option, you will be required to submit monthly orders and payments, subject to the term of your CSP Agreement. The Monthly Extension Option is only available at the end of the initial Commitment Term. For purposes of example only, if fifty (50) appliances and corresponding Software licenses are ordered on April 1st through its CSP Distributor, the CSP has committed to a monthly payment of fifty (50) Software licenses until March 31st of the next year. For purposes of clarity, CSP is obligated to pay its selected CSP Distributor the full amount owed for the Commitment Term (including any bandwidth increases).

7. As applicable to production licenses, upon such time that CSP decides to no longer report and pay for Software usage, (whether during the Commitment Term or Monthly Extension Option), CSP must immediately cease using the Software, and all associate support services (including updates) will no longer be provided. If Citrix has a good faith belief that CSP is continuing to use such Software, Citrix shall have the right to audit CSP's systems to determine if Software usage continued after monthly reporting and payment ceased. If an audit reveals that CSP has continued such Software usage, in addition to other remedies provided for under the CSP Agreement, your selected CSP Distributor shall invoice CSP such underpaid fees, and a penalty of an additional 25% of the fees owed. Citrix shall separately invoice CSP the cost of conducting the audit.

8. As applicable to SD-WAN Appliances and production Software, Citrix may terminate CSP's ability to purchase SD-WAN Appliances with or without cause, upon thirty (30) days prior written notice to CSP. If Citrix terminates this right, the terms and conditions of this Attachment III will continue through any already established Commitment Term with a named End User Customer, and CSP is still responsible and obligated to pay for all monthly amounts due under the accepted purchase order for the duration of any Commitment Term. In the event of a default under any monthly payment, 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 to the selected CSP

Distributor through the end of the Commitment Term. Citrix reserves the right to suspend or terminate CSP's right to use the Software for non-payment, which is not remedied according to the Termination for Breach section of the CSP Agreement.

9. The Product, SaaS and Support Service warranties provided under the CSP Agreement will not apply to the purchased hardware, rather the following hardware warranty shall apply: Citrix warrants the hardware to be free from defects in material and workmanship in normal use for a period of one (1) year after the date of purchase. CSP's exclusive remedy and the entire liability of Citrix, its licensors, and suppliers under this warranty (which is subject to CSP returning the hardware to Citrix or the Citrix authorized distributor will be, at the sole discretion of Citrix, to replace the hardware or refund the purchase price. This warranty does not cover any loss or damage which occurs in shipment or which is due to any of the following: (1) improper installation, maintenance, adjustment, repair or modification by CSP or a third party; (2) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (3) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, or other irregularities; or (4) third party software or software drivers.

10. The appliance offering as set forth under this Attachment III, may only be available from participating CSP Distributors. As is available, pricing will be provided by your selected CSP Distributor. Applicable shipping terms for all purchase of SD-WAN Appliances and Demo SD-WAN Appliances shall be based on the shipping terms made available by your selected CSP Distributor. Citrix shall use reasonable efforts to meet the delivery dates requested by CSP's selected CSP Distributor but shall not be liable for failure to do so.