

CITRIX SERVICE PROVIDER AGREEMENT

BETWEEN

CITRIX SYSTEMS, INC.

AND

[INSERT CSP NAME]

CITRIX SERVICE PROVIDER AGREEMENT

This Citrix Service Provider Agreement ("Agreement") is between _____ a [_____] Corporation, located at _____ (the "CSP") and the applicable Citrix entity identified below ("Citrix").

The location of your use of Citrix products or feature releases (both hereinafter "Product" or "Products") or Technical Support (hereinafter "Support") determine the providing Citrix entity hereunder.

- Citrix Systems, Inc., a Delaware corporation, licenses these Products and provides Support in the Americas.
- Citrix Systems International GmbH licenses these Products and provides Support in Europe, the Middle East, and Africa.
- Citrix Systems Asia Pacific Pty Ltd. licenses these Products and provides Support in Asia and the Pacific (excluding Japan).
- Citrix Systems Japan KK licenses these Products and provides Support in Japan.

INTRODUCTION

The Citrix Service Provider Program Guide (as defined below) is an integral part of this Agreement and is hereby incorporated by reference. This Agreement shall come into effect on the Effective Date subject to acceptance by Citrix.

1. DEFINITIONS

"Affiliate" means any entity that controls, is under common control with, or is controlled by Citrix, where "control" means the ownership, direct or indirect, of a majority of an entity's stock entitled to vote for the election of directors.

"Agreement" means this Agreement including any, Letters of Authorization, the Citrix Service Provider Program Guide, Support Services and Monthly Reports Exhibits, or any other addendums or exhibits.

"Citrix Trademarks" means all names, marks, logos, designs, trade dress and other brand designation used by Citrix or its Affiliates in connection with the Products or Services.

"Confidential Information" means any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), which (a) if in written, graphic, machine-readable or other tangible form, is marked as "Confidential" or "Proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential; or (c) is specifically deemed to be confidential by the terms of this Agreement. For the purpose of this Agreement and information relating to Citrix's business, strategy, customers, partners, technology, Products and Services is deemed to be Confidential Information.

"Distributor" shall mean a CSP Distributor that sells and distributes Products directly to CSP as authorized by Citrix under a Distributor Agreement and a signed and current Letter of Authorization as defined below.

"Documentation" means the user documentation which Citrix, or its Affiliates, generally distributes for, and/or with, the applicable Product.

"End-User" shall mean any third party that obtains a Product or Service solely in order to fulfill its own internal needs (and not for resale, marketing or leasing).

“Letters of Authorization” means the agreement between the Distributor and Citrix which outlines the specific terms of the authority to act as a Distributor in each Citrix Territory under this Agreement.

“Open Source Software” means third party software incorporated into a Product or Service which is obtained and/or distributed by Citrix under an open source licensing model (e.g., the GNU General Public License).

“Products” means, separately or collectively, any Software listed on the Suggested Price List and/or Documentation.

“Program Guide” or “CSP Program Guide” means the latest version of the Citrix Service Provider (“CSP”) Program documentation, as modified by Citrix from time to time. Modifications to the CSP Program Guide shall become effective 90 days following notice of such changes. A current version of the CSP Program guide is located at www.citrix.com.

“Services” means any Citrix service offerings made available by Citrix to CSP from time to time for distribution to End-Users and Support Services as applicable.

“Software” means any software program on the Price List which is distributed in object code form.

“Support Services” means technical support provided by Citrix to CSP in accordance with the terms set out in the attached Support Services Exhibit and support option selected by CSP.

2. PRODUCT SOURCING

All Citrix Products or Services shall be purchased from a Citrix authorized distributor unless otherwise agreed by Parties in an addendum to this Agreement.

3. GRANT OF LICENSE

3.1 Right to Host Server. Subject to the terms of this Agreement and during its term, Citrix grants to CSP a limited, non-exclusive, worldwide, non-transferable, terminable, license to internally use, copy, and display the Products, and to permit your internal employees, contractors, and third party customers (all “End Users”) to access and use the Products hosted on computer hardware controlled by you, provided that you (i) Submit to Citrix or Citrix authorized CSP Distributor the monthly usage report and required fees, as set forth in Section 4 below; (ii) only allow access to the Products to End Users that are legally bound by the applicable Citrix End User License Agreement for the Products and who you have no reason to believe are not in compliance with such license agreement.

3.2 Right to Distribute Client. Subject to the terms of this Agreement and during its term, Citrix grants to you a limited, non-exclusive, worldwide, non-transferable, terminable license to distribute to the End Users the “Client Products for use in accessing Server Products during the term.

3.3 Restrictions. Citrix reserves all rights in and to the Products that are not expressly granted herein. Nothing in this Agreement assigns to the CSP or to any End User any ownership right in any intellectual property in the Products. Neither the CSP nor any End Users are permitted to (i) attempt to decompile, disassemble, reverse engineer or otherwise attempt to discern the source code of the Products, (ii) sell, resell, rent, lease, or distribute the Products (except as expressly set forth in this Section 3), (iii) remove, obscure, or obfuscate any copyright, trademark or other proprietary notice, label or marking on the Products, (iv) modify, translate or sublicense the Products or any portion thereof (provided that if the Products is the Web Interface for Presentation Server, you may use the scripting capability to customize the look, feel, and functionality of the Products).

CSP hereby agrees, that to the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give you the right to perform any of the aforementioned activities without the consent of Citrix to gain

certain information about the Products, before CSP exercises any such rights, CSP shall first request such information from Citrix in writing detailing the purpose for which you need the information. Only if and after Citrix at its sole discretion, partly or completely denies your request, shall CSP exercise their statutory rights.

3.4 Microsoft License. If CSP, or an End User, accesses Terminal Server functionality provided by Microsoft operating system products, CSP needs to purchase additional licenses to use such products from Microsoft.

3.5 Archive Copy. CSP may make one (1) copy of the Products in machine-readable form solely for back-up purposes, provided that you reproduce all proprietary notices on the copy.

4. REPORTING AND PAYMENT

4.1 Reporting. CSP must submit to Citrix (via Citrix Authorized CSP Distributor) a monthly use report ("Monthly Report"), herein attached as Exhibit A, via e-mail within ten (10) calendar days after the end of each calendar month during each and every month in which this Agreement is in effect. A monthly report must be submitted even if there was no usage. For XenApp or XenDesktop products, the Monthly Report must be as described in the Program Guide, listing the true and correct number of distinct End Users who accessed the XenApp or XenDesktop products hosted by you within the prior month. For Essentials for XenServer and Essentials for Hyper-V products, the Monthly Report must be as described in the Program Guide, listing the true and correct number of peak active virtual machines or physical servers who accessed the Essentials for XenServer and Essentials for Hyper-V products hosted by you within the prior month. For NetScaler VPX, Access Gateway VPX and Branch Repeater VPX products the Monthly Report must be, as described in the Program Guide, listing the true and correct number of VPX appliances hosted by you within the prior month. Failure to submit two (2) Monthly Reports shall constitute a material breach of this Agreement and such a failure shall provide Citrix with the right (but not the obligation) to automatically terminate this Agreement.

4.2 Payment. The CSP must pay Citrix Authorized CSP Distributor, a fixed amount for all Products accessed during the month. There is no monthly minimum usage, and there is no volume discount associated with this Agreement. Citrix may change the suggested prices charged under this Agreement at any time upon three (3) months prior notice. The suggested prices applicable as of the Effective Date of this Agreement are available from your CSP Distributor.

4.3 Evaluation Copies. With respect to third-party customer End Users, CSP is permitted to exercise the license rights granted under this Agreement at no charge for a period of thirty (30) days after granting such End Users access to the Products (the "Evaluation Period"), provided, however, that the CSP does not charge any third party or End Users for any access to or use of the Products during the Evaluation Period. The CSP must still comply with the reporting requirements set forth in subsection 4.1 above, for use during the Evaluation Period.

5. SUPPORT

CSP may purchase Support for the Products in accordance with Citrix's Preferred Support Services Agreement, attached as Exhibit C to the Program Guide.

6. INDEMNIFICATION

6.1 Indemnity Obligations by Citrix.

a) Defense or Settlement of Claims. Citrix shall indemnify and defend, or at its option, settle, any claim, suit or proceeding brought against CSP based on an allegation that the Product or Service (excluding Open Source Software) infringes upon any United States, Canadian, European Union, Japanese or Australian patent or any copyright or violates any trade secret rights of any party ("Infringement Claims"), provided that CSP promptly notifies Citrix in writing of its notification or discovery of an Infringement Claim such that Citrix is not prejudiced by any delay of such notification. Citrix shall pay reasonable attorney's fees, court costs, and damages finally awarded in such Infringement Claim and the reasonable costs associated with its settlement of any

Infringement Claim. In no event shall Citrix be liable for any losses of CSP arising from any Infringement Claim. Citrix will have sole control over the defense or settlement of any Infringement Claim, and CSP will provide reasonable assistance in the defense of the same (Citrix will reimburse CSP for reasonable expenses incurred in providing such assistance).

b) Infringement remedies. 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 Product and / or Service, (ii) replace or modify the appropriate Product and / or Service to make them non-infringing, or if neither of the foregoing is possible or commercially practicable, (iii) terminate the license to the alleged infringing Product and /or Service and/or this Agreement if no other Products and/or Services are being used or are desired.

Limitation. Notwithstanding any other provision of this Agreement, Citrix assumes no liability for any infringement claims based on CSP's: (i) use or distribution of any Product and/or Services after CSP's notice that they should cease use or distribution of such Product and / or Services due to an infringement claim; or (ii) modification of the Product and / or Services, by CSP or at its direction; (iii) combination of a Product and / or Services with non-Citrix programs, data, hardware, or other materials, if such infringement claim would have been avoided by the exclusive use of the unmodified Product and / or Service alone; or (iv) any trademark infringements involving any marking or branding not applied by Citrix or involving any marking or branding applied at the request of CSP.

d) Entire liability. THE FOREGOING PROVISIONS OF THIS SECTION INDEMNIFICATION STATE THE EXCLUSIVE REMEDY OF CSP, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

6.2. Indemnity Obligations by CSP.

a) Notification of Unauthorized Use. CSP shall promptly notify Citrix in writing upon its discovery of any unauthorized use of the Products and / or Services or of any infringement of the Citrix patent, copyright, trademark or other intellectual property rights with respect thereto. Citrix shall have the sole and exclusive right to bring an infringement action or proceeding against a third party, and, in the event that Citrix brings such an action or proceeding, CSP shall cooperate and provide full information and assistance to Citrix and its counsel in connection with any such action or proceeding.

b) Indemnification against End-User claims. CSP indemnifies Citrix on demand against any claim, loss or cost whatsoever arising from CSP's End-Users regarding the services CSP is providing to its customers including Services provided by Citrix to CSP.

7. LIMITED WARRANTY AND DISCLAIMER

CITRIX warrants that, for a period of ninety (90) days from the date of delivery of the Products to the CSP, the Products will perform substantially in accordance with the Products' documentation published by Citrix and included with the Products. Citrix and its suppliers' entire liability and your exclusive remedy under this warranty (which is subject to you returning the Products to Citrix or a Citrix authorized Distributor) will be, at the sole option of Citrix and subject to applicable law, to replace the media and/or Products or to refund as appropriate fees paid and terminate this Agreement.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY FOR PRODUCTS, CITRIX AND ITS SUPPLIERS MAKE AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO PRODUCTS, SUBSCRIPTION, AND SUPPORT ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES,

INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. YOU ASSUME THE RESPONSIBILITY FOR THE SELECTION OF THE PRODUCTS AND HARDWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCTS AND HARDWARE.

8. PROPRIETARY RIGHTS

No title to or ownership of the Products or software is transferred to the CSP or End User. Citrix and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the Products, including any adaptations or copies. You acquire only a limited license to use the Products.

9. EXPORT RESTRICTION

CSP agrees that they will not export, re-export, or import the Products in any form without the appropriate government licenses. You understand that under no circumstances may the Products be exported to any country subject to U.S. embargo or to U.S.-designated denied persons or prohibited entities or U.S. specially designated nationals.

10. LIMITATION OF LIABILITY

CSP AGREES THAT NEITHER CITRIX NOR ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS ARISING FROM THE USE OF THE PRODUCTS OR SUPPORT, OR DAMAGE ARISING FROM YOUR PARTICIPATION IN HOSTING OR USE OF THIRD PARTY PRODUCTS OR HARDWARE OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR THE USE OF THE PRODUCTS OR SUPPORT, REFERENCE MATERIALS, OR ACCOMPANYING DOCUMENTATION; OR YOUR EXPORTATION, RE-EXPORTATION, OR IMPORTATION OF THE PRODUCTS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS EXCEED THE AMOUNT PAID FOR IN THE PRECEDING TWELVE (12) MONTHS FOR THE PRODUCTS OR SUPPORT AT ISSUE. YOU ACKNOWLEDGE THAT THE LICENSE OR SUPPORT FEE REFLECTS THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11. CONFIDENTIALITY

11.1 Confidentiality Obligation. The Receiving Party shall treat as confidential all of the Disclosing Party's Confidential Information and shall use the same degree of care that it exercises with respect to its own information of like importance but in no event less than reasonable care. The Receiving Party shall only use the Disclosing Party's Confidential Information for the purpose for which it was provided under the relevant Agreement. Confidential Information may be disclosed only to employees of the Receiving Party who have a need to know such Confidential Information for purposes expressly permitted under the relevant Agreement and only after such employees who have signed a written agreement with terms and conditions similar to this Section 11 covering such Confidential Information.

11.2. Confidentiality Exclusions. Notwithstanding the provisions of Section 11.1, the confidentiality obligation does not apply to information which:

a) was independently developed by or for the Receiving Party without any use of or reference to the Disclosing Party's Confidential Information;

- b) becomes known to the Receiving Party, without restriction and without breach of this Agreement, from a source other than the Disclosing Party that had a right to disclose it;
- c) was in the public domain at the time it was disclosed or becomes in the public domain through no act or omission of the Receiving Party;
- d) was rightfully known to the Receiving Party, without restriction, at the time of disclosure;
- e) was disclosed:
 - i) in response to a valid court or governmental order, if the Recipient has given the other party prior written notice and provides reasonable assistance so as to afford it the opportunity to object;
 - ii) in confidence, to legal counsel, accountants, banks, financing sources and their advisors;
 - iii) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement;
 - iv) in confidence subject to a written non-disclosure agreement, in connection with a merger, acquisition of stock or assets, proposed merger or acquisition, or the like, (but only to the extent of disclosing the terms of this Agreement); or
 - v) as required in connection with any government or regulatory filings, including without limitation filings with the SEC.

12. AUDIT

CSP agrees to allow Citrix to periodically audit CSP's compliance with the terms of this Agreement, including without limitation, reports, orders, invoices, volume reports. The audits shall be conducted upon reasonable advance notice during regular business hours and CSP's principal office, or at such office as may be necessary to complete such audit. If an audit reveals that CSP has underpaid fees for any products, in addition to other remedies provided for herein, CSP shall be invoiced for such underpaid fees at Citrix's MSRP and shall be charged with an additional 25% penalty on any underpaid fees. If the underpaid fees exceed ten percent (10%) of the fees owed, then CSP agrees to pay the reasonable costs of conducting the audit.

13. TERM AND TERMINATION

13.1. Term. This Agreement shall take effect on the date of its execution by Citrix ("Effective Date") and shall continue in force for two (2) years from the Effective Date. This Agreement may be terminated, for any reason, by either party in writing with at least (ninety) 90 days' notice.

13.2. Return of Materials. Upon termination, the CSP shall not represent that it has any right to market or distribute Products or Services, nor use any Citrix Trademark. All embodiments of Citrix Trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, samples, literature, and sales aids of every kind shall remain the property of Citrix. Within thirty (30) days after the termination of this Agreement, CSP shall destroy all such items in its possession and provide a certified Letter of Destruction signed by an authorized officer of CSP's corporation. CSP shall not make or retain any copies of any confidential items or information that may have been entrusted to it.

13.3. Consequences for Termination. In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of such termination, for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases or commitments in connection with the business or goodwill of Citrix or CSP. Termination shall not, however, relieve either party of obligations incurred prior to the termination.

14. GENERAL

14.1 U.S. Governments and End Users. If you are a U.S. Government agency, in accordance with Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212 (October 1995)) and Sections

227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3 (June 1995)), you hereby acknowledge that the Products constitute "Commercial Computer Software" and that the use, duplication, and disclosure of the Products by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this standard commercial license agreement. In the event that, for any reason, Sections 12.212, 227.7202-1 or 227.7202-3 are deemed not applicable, you hereby acknowledge that the Government's rights to use, duplicate, or disclose the Products are "Restricted Rights" as defined in 48 CFR Section 52.227-19(c)(1) and (2) (June 1987), or DFARS 252.227-7014(a)(14) (June 1995), as applicable. Manufacturer is Citrix Systems, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida, 33309.

14.2 Authorized Distributors and Citrix Service Providers. You do not have the right to make any additional representations, commitments, or warranties binding on Citrix. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture, franchise or agency relationship between Citrix and Citrix Service Provider. Citrix Service Provider agrees that it shall inform its customers that Citrix Service Provider is an independent business from Citrix, and shall not hold itself out as an agent of Citrix, or attempt to bind Citrix to any third-party agreement. Citrix Service Provider shall inform its customers in its marketing materials and through its sales process that use of Citrix products and services is subject to the terms of the customers' license and/or service agreements with Citrix.

14.3 Choice of Law and Legal Venue. If Licensor is Citrix Systems, Inc., this Agreement is governed by the laws of the State of Florida without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue in the State and Federal courts within Broward County, Florida. If licensor is Citrix Systems International GmbH, this Agreement is governed by the laws of Switzerland without reference to the conflict of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue of the competent courts in the Canton of Zurich. If licensor is Citrix Systems Asia Pacific Pty Ltd, this Agreement is governed by the laws of New South Wales, Australia without reference to the conflict of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue of the competent courts in New South Wales, Australia. If licensor is Citrix Systems Japan KK, this Agreement is governed by the laws of Japan without reference to the conflict of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue of the competent courts in Japan. If any provision of this Agreement is invalid or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

14.4 How to Contact Citrix. Should you have any questions concerning this Agreement, or want to contact Citrix for any reason, write to Citrix at the following address: CITRIX Systems, Inc., Customer Service, 851 West Cypress Creek Road, Ft. Lauderdale, Florida 33309; or CITRIX Systems International GmbH, Rheinweg 9, CH-8200 Schaffhausen, Switzerland.

14.5 Trademarks. Citrix is a registered trademark of Citrix Systems, Inc., in the U.S. and other countries.

By signing below, you acknowledge that you are duly authorized by CSP and hereby agree to the terms and conditions of this Agreement.

[INSERT CSP NAME]

By: _____

Name: _____

Title: _____

Effective Date: _____

EXHIBIT A

REPORTING SCHEDULE AND MONTHLY REPORT TEMPLATE

You must submit to CITRIX a monthly use report (SPLA-Reporting-Template.xls) within ten (10) business days after the end of each calendar month during each and every month in which this Agreement is in effect.

All Reports must be submitted to your Citrix Authorized CSP Distributor.