

US Government End User Agreement

THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND THE CLOUD SOFTWARE GROUP, INC. ENTITY REFERENCED IN THE ORDER THAT GOVERNS CUSTOMER'S ACCESS AND USE OF COMPANY PRODUCTS. BY ACCESSING AND/OR USING THE PRODUCTS, CUSTOMER IS AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY PRODUCTS SOLD SEPARATELY WHICH SHALL BE SUBJECT TO THE TERMS OF THE THIRD PARTY PROVIDER.

THIS END USER AGREEMENT FOR THE US GOVERNMENT ("AGREEMENT") IS PROVIDED PURSUANT TO SECTION 12.212 OF THE FEDERAL ACQUISITION REGULATION (FAR), AND APPLICABLE TO PRODUCTS ACQUIRED FROM CITRIX SYSTEMS, INC. OR CLOUD SOFTWARE GROUP FEDERAL, INC., BOTH WHOLLY OWNED SUBSIDIARIES OF CLOUD SOFTWARE GROUP, INC., BY OR ON BEHALF OF UNITED STATES FEDERAL GOVERNMENT DEPARTMENTS, AGENCIES, ADMINISTRATIONS, OR OTHER INSTRUMENTALITIES ("GOVERNMENT" or "GOVERNMENT END USER(S)"), OR BY CONTRACTORS ON BEHALF OF, FOR TRANSFER OR RESALE TO, OR FOR THE BENEFIT OF GOVERNMENT END USERS (COLLECTIVELY, WITH GOVERNMENT END USERS, "GOVERNMENT CUSTOMER").

1. Definitions

- 1.1. "Affiliate" means with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.
- 1.2. "Agreement" means the End User Agreement and any other documents incorporated by reference, including an Order.
- 1.3. "Authorized Reseller" means Company's authorized resellers and distributors.
- 1.4. "Authorized User" means Customer's employees, agents, contractors, consultants, or other third parties permitted under the applicable license model, and who have agreed in writing to be bound by terms at least as protective of Licensor as those in this Agreement. Authorized User specifically excludes a third party that deploys, operates, and manages the Software in an environment owned or controlled by such third party on Customer's behalf.
- 1.5. "Business Unit" means a Company operating unit supporting a specific Product.
- 1.6. "Cloud Services" means software-as-a-service offerings made available via a remote network, inclusive of any applicable on-premises components.
- 1.7. "Company" means Cloud Software Group, Federal. Inc., or Citrix Systems, Inc., both wholly owned subsidiaries of Cloud Software Group, Inc.
- 1.8. "Confidential Information" means any information disclosed by either party, whether or not marked, including, without limitation, the provisions of the Agreement, the Products, Materials, individual contact information provided by either party, or related performance test results derived by Customer, but expressly excludes Customer Content and Personal Data.
- 1.9. "Consulting Services" means installation, configuration, training or other professional services performed by Company pursuant to an Order.
- 1.10. "Contact" means a Customer contact person who interfaces with Company's Maintenance personnel.
- 1.11. "Customer" means Government Customer.
- 1.12. "Customer Content" means (i) any data uploaded to a Cloud Service for storage or data in Customer's computing environment to which Company is provided access in order to perform Cloud Services or (ii)



disclosed by Customer to Company for the purpose of receiving Maintenance and/or Consulting Services. Customer Content may be confidential in nature and is subject to the standard of care set forth in Section 6.

- 1.13. "Documentation" means material provided with a Product, as updated by Company from time to time, describing how to make use of that Product.
- 1.14. "Education Services" means training services performed or delivered by Company.
- 1.15. "Error" means a material failure of the Software, Cloud Services, or Hardware to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Company.
- 1.16. "Fees" means all fees and/or payments stated in an Order applicable to the Products.
- 1.17. "Hardware" means appliances or other physical devices offered as Products.
- 1.18. "Maintenance" means Company's provision of technical support services and Updates, which are provided pursuant to the Business Unit Terms associated with the Product purchased in an Order.
- 1.19. "Materials" means any tangible or intangible information, design, specification, instruction, projectware or data (and any modifications, adaptations, derivative works or enhancements) provided by Company during the performance of Consulting Services which incorporates, reinforces or is used to apply Company's configuration or implementation methodologies, processes and know-how to Customer's use of the Software, excluding Customer Content.
- 1.20. "Number of Units" means, for each Order, the license entitlement under the applicable license model for each Product, and for multiple Orders, collectively, the cumulative entitlement to each.
- 1.21. "Perpetual" means a license for Software, where Maintenance (if available) is in addition to the Software license Fees, and the right to use the Software is for an indefinite period of time, unless applicable law renders a perpetual license invalid, in which case, "Perpetual" means the right to use the Software for a period of ninety-nine (99) years from the Order Effective Date.
- 1.22. "Order" means a document or process memorializing Customer's purchase of Products (including an order form, Purchase Order, statement of work, Work Order, on-line order, or other form of an ordering document delivered or made available by Company) submitted by Customer to (i) Company, (ii) a Company authorized reseller, and/or (iii) through Company Product websites.
- 1.23. "Product" means Software, Cloud Services, Hardware, Maintenance, Consulting Services, and Education Services.
- 1.24. "Purchase Order" means any document issued by Customer requesting Products.
- 1.25. "Software" means a Company proprietary or licensed third party program and/or Open Source Software program in object code form which is licensed hereunder including Documentation and any subsequent Updates provided under Maintenance.
- 1.26. "Subscription" means the license to use the Software or Cloud Service stated in an Order and identified as Subscription, that includes the right to receive Maintenance during the Term.
- 1.27. "Term" means the duration for which the Customer is entitled to use the Products as stated in an Order, including renewal terms if any.
- 1.28. "Updates" means any corrections, bug fixes, features or functions added to or removed from the Software or Cloud Services if and when made generally available by Company under Maintenance.

2. **Product terms**

- 2.1. **Software.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license to install, run, and use the Number



of Units of Software during the Term (if applicable) solely for internal business purposes in accordance with the applicable license restrictions stated in the Business Unit Terms, an Order, and Documentation.

- 2.2. **Cloud Services.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicenseable, non-exclusive, worldwide license to access and use the Number of Units of Cloud Services during the Term solely for internal business purposes in accordance with the applicable license restrictions stated in the Business Unit Terms, Order, and Documentation. Additional Cloud Service Terms are stated at <https://www.cloud.com/legal/terms>, which are attached hereto as Exhibit C.
- 2.3. **Hardware.** Hardware is provided for use of Software as licensed hereunder in accordance with the Business Unit Terms and Hardware Documentation.
- 2.4. **Consulting Services.** Consulting Services available under this Agreement are limited to those defined as Commercial Items in FAR 2.101, Commercial Item definition at (5) and (6). Consulting Services are provided pursuant to the Consulting Services Terms available at Exhibit A.
- 2.5. **Maintenance.** Maintenance is provided pursuant to the Business Unit Terms (defined below).
- 2.6. **Education Services and Courseware.** Unless otherwise stated in the Agreement or in the Order, Company grants Customer a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license use the Number of Units of Education Services and/or Courseware as stated in an Order in accordance with the applicable license restrictions stated in the Business Unit Terms and Documentation solely for internal business purposes.
- 2.7. **Limitations on Use.** Except to the extent permitted by applicable law, Customer shall not (i) make more copies of the Software than required for use (except for a reasonable number of copies for archival purposes) or use any unlicensed versions of the Products; (ii) use any Products that are not listed in an Order even if such unlicensed software is made available to Customer as part of Company's general delivery mechanisms; (iii) provide access to Products to anyone other than Authorized Users; (iv) sublicense, distribute or pledge the Software or any of the rights granted in the Agreement; (v) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to Products; (vi) use or access any embedded or bundled component of Products on a stand-alone basis where such embedded or bundled component is provided to Customer for the sole purpose of enabling the functionality of such Product; (vii) use third party software except in conjunction with Products and subject to the same use rights that it has to the Products; (viii) use any third party software in conjunction with any Products, unless Customer ensures that such use does not cause the Product to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Product or the licensing of any Product or Materials or the purpose of making derivative works; (ix) market, offer to sell, and/or resell Products (but Products may be used by Customer in support of Customer's proprietary offering(s)); and (x) if the Customer is a Company competitor, use Products for competitive benchmarking or analysis, unless permitted under applicable law.
- 2.8. **Business Unit Terms.** Additional Product specific terms are attached hereto as Exhibit B ("Business Unit Terms").

3. **Orders and Delivery**

- 3.1. **Orders.** Customer shall order Products by issuing an Order to Company using the ordering and renewal process pursuant to the applicable Business Unit Terms. The ordering process may specify Orders be submitted to Authorized Resellers or directly to Company. All Orders, including renewals, are subject to acceptance by Company at its discretion.
- 3.2. **Delivery.** Company shall deliver the Software, Cloud Services and Courseware electronically and delivery is deemed complete when the Product is made available to Customer. Company shall ship Hardware (or other tangible Product components, if any) Ex Works Company's shipping location (Incoterms 2020), and title shall pass to Customer upon delivery by Company to the shipping location.



4. **Financial Terms**

- 4.1. Payment terms and interest in connection with this Agreement are subject to the provisions of FAR 552.212-4. All Software is licensed for one-year Terms, and all purchase are final for each one year Term. There is no right to a refund or set off during any one-year Term, except as expressly provided in this Agreement.
- 4.3. Reserved.

5. **Intellectual Property**

- 5.1. **Company Proprietary Rights.** Subject to Section 5.3, Company and its Affiliates own, or have license rights to, all intellectual property rights in Software, Cloud Services, Materials, and Documentation, and all derivatives thereof (collectively "Protected Materials"), and Company trademarks ("Company Marks"), which are protected by applicable patent, copyright, trademark and trade secret laws. Customer must duplicate unaltered copies of all proprietary notices incorporated in or affixed to any Protected Materials. Except as expressly licensed stated in the Agreement, Customer receives no other rights to use any of Company's Protected Materials or Company Marks. Except for the limited license use rights expressly granted in the Agreement, Customer has no right, title or interest in or to the Protected Materials, Products, or Company Marks or any intellectual property rights related thereto. In no event may Customer alter or delete any proprietary notices on Protected Materials.
- 5.2. **Customer Proprietary Rights.** Customer Content and Personal Data remains the property of Customer; except for a limited, non-exclusive, worldwide license to Company to provide any services under this Agreement.
- 5.3. **Open Source Software.** Certain Products include Open Source Software that is governed by the open source license(s) indicated as applicable to the code at <https://www.citrix.com/buy/licensing/opensource.html> or as listed in Documentation. "Open Source Software" means third party software distributed by Company under an open source licensing model (e.g., MIT License, Apache License BSD license, the GNU General Public License, or a license similar to those approved by the Open Source Initiative).

6. **Confidentiality**

- 6.1. For Government Customers, all confidentiality obligations are subject to the Freedom of Information Act and other applicable Federal law. Company Products delivered under this Agreement constitute commercial Restricted Computer Software as defined in the FAR and are delivered with no greater than the rights identified in FAR 52.227-14; data delivered under this Agreement constitutes Limited Rights data, and was developed at private expense, embodies trade secrets, or are commercial or financial and confidential or privileged. Pursuant to FAR 52.227-14(g) (Alternate II, DEC 2007), these data may be reproduced by the Government with the express limitation that they will not, without written permission of Company or Company Government Affiliate, be used for purposes of manufacture nor disclosed outside the Government.
- 6.2. **Non-Disclosure.** Neither party shall disclose Confidential Information to any third party (other than an Affiliate) without the disclosing party's prior consent. Confidential Information may only be disclosed to individuals that need to know such information, and on the condition that the individual is subject to obligations at least as protective as those in this agreement to protect information with terms as protective as this Agreement. Company may use data collected during the Term for any purpose in an aggregated, anonymized form, provided that such data is aggregated from more than one customer and does not identify Customer, Customer employees, or Customers' customers. Confidential Information remains the sole property of the disclosing party; except for rights explicitly granted in the Agreement, the receiving party does not acquire any rights to such Confidential Information.
- 6.3. **Exclusions.** The duty to protect Confidential Information does not apply to information that is shown to be: (i) available to the public other than by a breach of a confidentiality obligation; (ii) rightfully received from a third party not in breach of a confidentiality obligation; (iii) independently developed by one party without use of the Confidential Information of the other; (iv) known to the recipient at the time of disclosure (other



than under a separate confidentiality obligation); (v) produced in compliance with applicable law or court order, provided the other party is given reasonable advance notice of the obligation to produce Confidential Information (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Company recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7. **Security and Privacy**

- 7.1. **Software Security.** Company develops and delivers Products, and provides Cloud Services, Maintenance, or Consulting Services, in accordance with the Services Security Exhibit at <https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html> ("Security Exhibit"), which is incorporated by reference into the Agreement.
- 7.2. **Data Security.** For Cloud Services, Maintenance, or Consulting Services that requires Company to process Personal Data, Company (as defined in the DPA) shall (i) implement and maintain the administrative, physical and technical security controls as set forth in the Security Exhibit, and (ii) process Personal Data on Customer's behalf as set forth in the Company Data Processing Addendum at <https://www.citrix.com/buy/licensing/citrix-data-processing-agreement.html> ("DPA"), attached hereto as Exhibit D and incorporated by reference into the Agreement. Customer shall provide any notices, obtain any consents, or otherwise establish the legal basis necessary for Company to access and process Personal Data as specified in this Agreement.

8. **Term and Termination**

- 8.1. **Term.** This Agreement remains in effect until terminated. The Term for any Product starts on the Effective Date stated in an Order and continues as indicated on the Order.
 - 8.2. **Termination.** Between the Company and Government Customers, termination shall be pursuant to FAR 552.212-4(l) (Termination for the Government's convenience) and FAR 552.212(m) (Termination for cause); no other termination rights shall apply. Nothing in the foregoing, however, grants the Government Customer the right to use Products beyond the Term set forth in the applicable Order.
 - 8.3. **Effect of Termination.** Upon termination, the Government Customer will immediately discontinue all access and use of the Products. Neither party shall be liable for any damages resulting from termination, including without limitation unavailability of Customer Content arising therefrom; provided, however, termination shall not affect any claim arising prior to the effective termination date. Company shall have the right to invoice the Government Customer and the Government Customer shall pay for any use of the Cloud Service past the date of termination other than the Government Customer's access to download Customer Content. Termination of this Agreement or any Order does not (i) relieve the Government Customer of its obligation to pay all fees that have accrued or are otherwise owed by the Government Customer under this Agreement or (ii) limit either party from pursuing other remedies available to it, including injunctive relief.
 - 8.4. **Survival.** The provisions of Sections 1 (Definitions), 2.7 (Limitations on Use), 3 (Orders and Delivery), 5 (Proprietary Rights), 8.3 (Effect of Termination), 9 (Warranties and Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 13 (Export Restriction and Compliance with Laws), 14 (Miscellaneous) survive any termination of the Agreement. The provisions of Section 6 (Confidentiality) survive any termination of the Agreement for three (3) years.
9. **Warranties and Disclaimer** The warranty provisions stated in this section apply to Government End Users to the extent permitted and enforceable by applicable Federal law, including FAR 12.404(b)(2).
- 9.1. **Software Warranty.** Company warrants that for a period of ninety (90) days from initial delivery of Software, the Software, as updated and used in accordance with the Documentation, will operate in all material respects in conformity with the functional specifications in the Documentation.
 - 9.2. **Cloud Services Warranty.** Company warrants that during the Term of a Cloud Service, the Cloud Service, when used in accordance with the Documentation, will operate in all material respects with the Documentation.
 - 9.3. **Hardware Warranty.** Company warrants that for a period of one (1) year from delivery of Hardware,



Hardware will be free from defects in material and workmanship in normal use, but does not cover any of the following: (i) improper installation, maintenance, adjustment, repair or modification by Customer or a third party; (ii) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (iii) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, water damage or other irregularities; (iv) third party software or software drivers; or (v) damage during shipment.

- 9.4. **Other Services Warranties.** Company warrants that Maintenance, Consulting Services, and Educational Services will be delivered in a professional manner, but does not warrant that every question or problem raised will be resolved, or resolved in a certain amount of time.
- 9.5. **Customer Content Warranties.** Customer warrants that (i) it has the right to transmit Customer Content as part of the Cloud Services or any other service that Company may provide in connection with delivering Products to Customer and (ii) its use of Cloud Services will not cause the transmission of spam, unsolicited messages, or infringing, offensive, threatening, or otherwise unlawful content that violates applicable law.
- 9.6. **Warranty Remedy.** If the Software, Cloud Services, or Hardware does not perform as warranted during the applicable warranty period, Company shall use commercially reasonable efforts to correct Errors. Customer shall promptly notify Company in writing of its claim within the applicable warranty period. Provided that such claim is determined by Licensor to be Company's responsibility, Customer's exclusive remedy under warranty as Customer's exclusive remedy for any warranty claim, Company shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error, or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Company, then Company may terminate the license for the affected Product and issue Customer a refund of the license Fees paid for the affected Product. The preceding warranty cure constitutes Company's entire liability and Customer's exclusive remedy for Company's breach of the warranties stated in this Section 9. Customer's exclusive remedy under this warranty for Maintenance, Consulting Services, and Educational Services is re-performance of the services.
- 9.7. **WARRANTY DISCLAIMER.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, COMPANY AND ITS SUPPLIERS MAKE AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND COMPANY AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS, ARE NOT INTENDED FOR ANY USE WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ITS SELECTION TO ACHIEVE ITS INTENDED RESULTS, AND FOR ITS USE, AND RESULTS OBTAINED THEREFROM.
- 9.8. Company shall not be responsible for any claimed breach of warranty arising out if i) modifications to Products made by Customer or any party other than Company, (ii) Customer's failure to use any Updates or other corrected versions of Products made available by Company, (iii) Errors caused by customizations, (iv) any use of Products by Customer that is outside the operating procedures stated in the Documentation, (v) adherence to Customer's instructions by Company during the delivery of Consulting Services. in Section 9 of the Agreement
10. **Indemnification.** For Government End Users, claims that Products infringe any patent, copyright or trade secret shall be subject to the provisions of FAR 52.227-2 and 52.227-3.
- 10.1. **Remedies.** If Customer's use of any of the Products is, or in Company's opinion is likely to be, enjoined as a result of an Infringement Claim, Company shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Products as contemplated in an Order, or (ii) replace or modify the Services to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) are not reasonably available, Company may, in its sole



discretion and upon written notice to Customer, cancel access to the Products and refund to Customer any prepaid, but unused, Fees on the Products.

- 10.2. **Exclusions.** Company assumes no liability, and shall have no liability, for any Infringement Claim based on (i) Customer's access to and/or use of the Products following notice of an Infringement Claim; (ii) any modification of the Products by Customer or at its direction; (iii) Customer's combination of the Products with third party programs, services, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by Company or involving any marking or branding applied at Customer's request. THE FOREGOING STATES COMPANY'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

11. **Limitation of Liability**

- 11.1. EXCEPT FOR (a) A BREACH BY CUSTOMER OF SECTION 2 (b) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING TRADE SECRETS, (c) DAMAGES FOR BODILY INJURY, DEATH, DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, AND (d) TO THE EXTENT PERMITTED BY APPLICABLE LAW (THE "EXCLUDED MATTERS"), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; and (v) UNAVAILABILITY (EXCLUDING CREDITS DUE FOR ANY SERVICE LEVEL AGREEMENT OBLIGATION) OR NON-PERFORMANCE OF ANY OR ALL OF THE SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. EXCEPT FOR THE EXCLUDED MATTERS, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF, SHALL BE LIMITED TO THE GREATER OF 2X THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE PRODUCT(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY OR \$1,000,000, WHICHEVER IS GREATER OR IN THE CASE OF MAINTENANCE, CONSULTING SERVICES OR EDUCATION SERVICES, THE AMOUNTS PAID FOR THE APPLICABLE SERVICE. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER ANY ORDER.
- 11.2. For Government Customers, DISPUTES UNDER THIS AGREEMENT WILL BE GOVERNED IN ACCORDANCE WITH FAR 52.233-1 AND THE CONTRACT DISPUTES ACT OF 1978 (41 U.S.C. 7101-7109).

12. **U.S. Government End-Users** If Customer is a U.S. Government agency, Customer hereby acknowledges and agrees that the Products constitute "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is Cloud Software Group, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309.
13. **Export Restriction and Compliance with Laws** Customer acknowledges that the Products are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("EAR") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Customer specifically shall not, directly or indirectly, allow access to or use of the



Products in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. law without authorization from the U.S. government.

14. **Trial and Development Usage**

- 14.1. **Trial Usage.** If a Product offering is provided for trial, demonstration, or evaluation use ("Trial") under an Order, Customer may use the Product for the Term stated in an Order for internal demonstration, test, or evaluation purposes only. Company PROVIDES TRIALS "AS IS" AND WITHOUT WARRANTY, MAINTENANCE OR INDEMNITIES. ANY CUSTOMER DATA PROVIDED BY CUSTOMER TO COMPANY IN CONNECTION WITH A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME PRODUCT AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions in this Agreement. Trial versions may be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Notwithstanding anything to the contrary in this Agreement, Products subject to Trial license may be deployed by Customer on AWS, Microsoft Azure, or similar environments.
- 14.2. **Developer Evaluation.** Products provided for Developer evaluation, or described as "Alpha," "Beta," "Tech Preview," or "Labs" by the Business Unit under an Order, may be used for development evaluation purposes only, must not be used or deployed in or on a Production or non-evaluation development environment, and are provided "AS IS" without Maintenance or any warranties or indemnities. Such offerings may contain bugs, errors, and other defects. Company does not make any representations, promises, or guarantees that such offerings will be publicly announced or made generally available. Such offerings can be suspended or terminated at any time by Company in its sole discretion with or without notice to Customer. Notwithstanding anything to the contrary in this Agreement, such offerings may be deployed by Customer on AWS, Microsoft Azure, or similar environments.

15. **Miscellaneous**

- 15.1. **Assignment.** Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without Company's prior written consent. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.
- 15.2. **Audit.** During the term of any Order and for a period of one year following termination of an Order, Company and/or its independent auditors, at Company's expense, may, upon 10 days' notice and at reasonable times, audit a Government Customer's compliance with this Agreement, and report any results to Company and its licensors. Customer shall, at no cost to Company, (i) provide any assistance reasonably requested by Company or its designee in conducting any such audit, (ii) make personnel, records, and information available to Company or its designee to facilitate the timely completion of such audit. Customer's failure to comply with the provisions of this section will constitute a material breach of this Agreement. Notwithstanding the foregoing, for (i) Government facilities and systems containing classified information ("CI") or controlled unclassified information ("CUI") , or (ii) any other Government facilities and systems restricted by law or regulation, the Government Customer shall maintain adequate records of its use of Company Software, and shall self-assess its environment annually. Upon Company's written request, no more than annually, Customer shall provide to Company a written representation executed by a Contracting Officer or other senior officer of the Government Customer that states the following information (i) the Number of Units and type of Software in use, and (ii) verification that the Software is being used in accordance with the provisions of this Agreement.
- 15.3. **Notices.** All notices required under this Agreement must be in writing and delivered to the address last designated on the account for Customer, and the Company contracting entity as specified in the Agreement or Order. Notice is deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt; or (iii) five (5) days after deposit in the mail. A copy of all legal notices from Customer to Company must also be sent to contract-notice@cloud.com, or other email addresses provided by Company. Company may provide Customer with non-legal notices through www.mycitrix.com and/or through in-product messaging or dashboards, which shall likewise be deemed effective immediately.



- 15.4. **Entire Agreement; Order of Precedence.** The Agreement sets forth the entire agreement and understanding of the parties relating to its subject matter and supersedes all prior and contemporaneous oral and written agreements. Any conflict between these terms and any supplementary terms is subject to the following order of precedence: (1) an Order, (2) the Business Unit Terms, and (3) this End User Agreement. Unless otherwise agreed to in writing between the parties, nothing contained in any Customer Purchase Order or other document submitted by Customer shall in any way add to or otherwise modify the Agreement or any Company license program terms under which an Order is submitted. The Business Unit Terms, Service Descriptions, Maintenance terms, Security Exhibit, or DPA may be updated by Company from time to time without notice (but will be identified by the last updated date). Customer's continued access to and use of the Products constitutes acceptance of the then-current terms.
- 15.5. **Headings.** Captions and headings are used in the Agreement are for convenience only, are not a part of this Agreement, and are not to be used in interpreting or construing this Agreement.
- 15.6. **Validity.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- 15.7. **Relationship of the Parties.** The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Company may subcontract responsibilities under this Agreement, but remains responsible for its breach of this Agreement by the acts or omissions of Company or its subcontractors. Company's Affiliates may fulfill obligations under an Order and such activity is not considered to be a subcontracted responsibility.
- 15.8. **Resellers.** Company Authorized Resellers and distributors do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Company.
- 15.9. **Waiver.** No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. Company failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative.
- 15.10. **Force Majeure.** In accordance with GSAR 552.212-4(f), Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, pandemics, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("Force Majeure"). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.
- 15.11. **Governing Law and Venue.** For Government Customers, this Agreement shall be governed by and construed under applicable Federal law, including but not limited to the Contract Disputes Act of 1978 as amended, and GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), with venue in the Federal courts of competent jurisdiction.
- 15.12. **Third Party Beneficiary.** Except as expressly stated, the Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party. CERTAIN THIRD PARTY SOFTWARE MAY BE PROVIDED TO CUSTOMER ALONG WITH CERTAIN PRODUCTS. THIS THIRD PARTY SOFTWARE IS PROVIDED "AS IS", IS SUBJECT TO THE TERMS OF THE THIRD PARTY LICENSE, AND MAY ONLY BE USED WITH THE PRODUCTS WITH WHICH IT IS PROVIDED TO CUSTOMER. SUCH THIRD PARTY SOFTWARE IS PROVIDED SOLELY AS AN ACCOMMODATION TO CUSTOMER AND CUSTOMER IS UNDER NO OBLIGATION TO USE SUCH THIRD PARTY SOFTWARE.



Exhibit A
Consulting Services

1. Unless otherwise stated in an Order, Consulting Services are: (a) performed on a time-and-materials basis ("T&M") and (b) deemed accepted upon delivery. A T&M work day is eight hours of Consulting Services performed during regular business hours (8am – 5pm local time, Monday through Friday), excluding a federal, local, or bank holiday, which is observed by Company or Customer.
2. Reserved.
3. Expenses. The estimated total fees set out in a Order are for labor costs only and do not include meals, lodging, travel and other reasonably necessary out-of-pocket expenses or other project related costs (such as hardware and software, which may be acquired by Company to support the project implementation, with Customer's prior written approval and in accordance with the Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable) ("Expenses") which will be invoiced to Customer separately. Company staff will be entitled to home (or equivalent) visits every weekend. "Expenses" means meals, lodging, travel, and other reasonably necessary out-of-pocket expenses or other project related costs (such as hardware and software, which may be acquired by Company on behalf of Customer to support the project implementation, with Customer's prior written approval).
4. Reserved.
5. The Order is intended to describe the scope of work that may be provided by Company. Company will provide only those Consulting Services as directed and requested by Customer and only as time allows. Company will use commercially reasonable efforts to complete the Consulting Services described in a Work Order and does not guarantee that such Consulting Services will be completed within the estimated hours or days stated in an Order. Any changes to the scope or description of Consulting Services must be stated in a change order approved and executed by both parties before Company may begin work on any Consulting Services not stated in the Order.
6. Consulting Services available under this Agreement are limited to those defined as Commercial Items in FAR 2.101, Commercial Item definition at (5) and (6). Company Materials are developed using private funds, and Company owns all intellectual property rights to all Materials and all derivatives thereof. Upon full payment by Customer of the Consulting Services fees, Company grants Customer a non-exclusive, royalty-free, worldwide, non-transferable license to use the Materials, including a reasonable number of copies, solely (i) for Customer's internal business and (ii) as necessary for use with the Products. The copyright notice and other legends of ownership must be reproduced on each copy of such Materials (in whole or in part). Whole or partial copies of the Materials in any form is subject to the same terms as the original copy.
7. Customer must not use any third party software, including any open source software, in conjunction with any Materials, that causes the Materials to become subject to any third party license applicable to such third party software or require the public disclosure or distribution of any Materials or the licensing of any Materials for the purpose of making derivative works.
8. In order to support Consulting Services, Customer shall provide Company with the following without charge: (a) design documents needed to support the provision of Consulting Services; (b) office space, phones, facilities, and network connectivity and computer systems for on-site Company personnel or on-site Company training; (c) timely access to Customer business experts and project team members to identify and resolve business or technical issues; and (d) necessary software licenses for Licensor's software

products referenced in an Order and any third party licenses for development tools as needed to support the scope of work set out in an Order.



9. In addition to the warranty in the End User Agreement, Licensor warrants that the Consulting Services will be performed using reasonable skill and care. The sole and exclusive remedy for breach of this warranty is Company's re-performance of the defective Consulting Services. Materials are licensed "as is" and are not eligible for Maintenance. Company makes no other express, implied, or statutory warranties, including all warranties of merchantability, fitness for a particular purpose, or non-infringement, for any Materials delivered in connection with the Consulting Services. Further, Customer must ensure that the Software made available to Company during the course of performing Consulting Services, including for deployment, implementation, or installation, is covered by Customer's stated license entitlement and Company's performance of Consulting Services is not a representation that Customer's deployment is compliant with Customer's license entitlements.
10. Company may suspend any or all Consulting Services upon ten days written notice to Customer in the event Customer is in breach of the Agreement.
11. Content provided during training courses are Materials for the purpose of this Agreement. Materials from education or training services are limited to one copy for each registered attendee. Training services are charged the full daily rate regardless of the number of hours worked.



Exhibit B

Business Unit Terms

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Citrix Business Unit Terms

The following terms apply to the Citrix, NetScaler, and XenServer Business Units

1. Citrix Business Unit Products are available pursuant to the license model and Use Level described at <https://www.citrix.com/buy/licensing/product.html>.
2. Maintenance for Citrix Business Unit Products is described at <https://www.citrix.com/support/programs/> and Product lifecycle information is available at <https://www.citrix.com/support/product-lifecycle/product-matrix.html>.
3. In order to receive Maintenance (also known as Customer Success Services (CSS)) benefits, Customer must have active Maintenance for 100% of their licenses. This is known as the "All-in Rule." Partial Maintenance coverage is not permitted. A Customer is not permitted to extend the benefits of Maintenance to any licenses not covered by an active Maintenance agreement.
4. Citrix Cloud Services application program interfaces are licensed only through the Company developer portal at <https://developer.cloud.com>.
5. **Renewal options for Citrix Business Unit Subscriptions available in Customer's ordering location are identified at <https://www.citrix.com/buy/licensing/citrix-cloud-services-renewals.html>.** Customer may view its renewals selection for purchased Subscriptions at any time at <https://www.mycitrix.com/>.
6. Notwithstanding anything to the contrary in the End User Agreement or Cloud Services Terms, if permitted as part of the Order, license model, or Use Level, Citrix Business Unit Products may be commercially shared with third parties, used for the purposes of providing processing services, or to support the Customer proprietary services offerings.

Citrix Business Unit Product Definitions

"Use Level" means the purchased Product entitlement(s) under the license model(s) by which Company measures, prices and offers the Products to Customer as set forth at <https://www.citrix.com/buy/licensing/product.html>.

"Cloud Service Descriptions" means the overview and other terms applicable to the Cloud Services, as amended from time to time, as found at <https://www.citrix.com/buy/licensing/saas-service-descriptions.html>.

"Customer Account" means an account for Customer that is required to access and utilize the applicable Products.

"Courseware" means materials provided alone or as part of courses under Education Services.



TIBCO Business Unit Terms

The following terms apply to the TIBCO, Information Builders, DataSynapse, Foresight, and Jaspersoft Business Units

1. Maintenance terms for TIBCO Business Unit Products are stated at <https://www.cloud.com/content/dam/cloud/documents/legal/maintenance-terms.pdf>
2. Additional TIBCO Business Unit Product specific terms are stated at <https://www.cloud.com/content/dam/cloud/documents/legal/additional-product-specific-terms.pdf>
3. A TIBCO Business Unit Product may contain features or functions that enable interoperation with third party products, services or content. Company may also provide access to third party products, services or content directly within the Products. Third party products, services or content, and customer content in third party services, are not part of the Products and are not warranted or supported by Company. Your use of such third party products, services or content is subject to the terms of the third party provider.
4. Notwithstanding anything to the contrary in the Agreement, the parties acknowledge that all rights and benefits afforded to Company under this Agreement apply equally to the owner of any third party software, and such third party is an intended third party beneficiary of this Agreement.
5. For an Order that specifies that Customer is licensing the Software on an ISV or SaaS usage basis, the following terms apply: <https://www.cloud.com/content/dam/cloud/documents/legal/saas-customer-terms.pdf>

TIBCO Business Unit Products Definitions

Please review the Documentation for any Product specific definitions not included here.

"Application Instance" means, for TIBCO® Cloud Integration, a single instance of one of the application types that TIBCO Cloud Integration supports, including, but not limited to, Mock, Microflow, and Integration applications. For TIBCO® Cloud Live Apps, an "Application Instance" means a single instance of an application created within the TIBCO Live Apps design-time user interface which also shows a count of the current number of licensed application instances consumed.

"API" means a Web Service requiring separately configured and distinct application services deployed on Company's platform ("distinct" in that it requires its own reporting system or configuration, developer access key database, inbound or outbound URL, and/or community site instance, or is served by or under a separate legal entity, company business unit, publishing group, product brand or application.

"API Call" For TIBCO® GeoAnalytics Builder, "API Calls" means a request sent to the TIBCO® GeoAnalytics Builder. Each time a request is sent an API Call is counted.

"API Gateway" means a high performance application programming interface ("API") switch running in one data center with its own configuration and administrative domain but sharing the API call capacity and API analytics service of an exchange.

"Base Pack" means, for TIBCO® Nimbus Service, 1 Production Environment of TIBCO® Nimbus Cloud, 5 Author Named User, 20 Contributor Named User and 20GB of storage. For TIBCO® Nimbus, a "Base Pack" means 5 TIBCO® Author Named Users and 20 TIBCO® Contributor Named Users for use in the Customer's Production TIBCO® Nimbus Environment.

"Bundle" means a collection of Products, listed in either Company's price book or the Bundle bills of material located at <http://www.tibco.com/software/bundle-bill-of-materials.jsp>, to be sold together under a collective name such as "XXX Bundle" which consists of X, Y and Z. The Product which comprises a Bundle must be used in accordance with any specific license restrictions imposed in this Agreement and solely in conjunction with the components of the Bundle; provided that a Bundle component may be accessed by or communicate with other Product separately licensed by Customer. In no event may the Product which comprises a Bundle be used on a standalone basis. A "Bundle" is sold at a discount to the cost of licensing the individual components due to the restrictions imposed on the use of the Bundle by this section and any specific license restrictions imposed



by this Agreement. If the terms of this Agreement with regard to a Bundle are breached, and such breach is not cured within ten (10) days of Company notifying Customer in writing of the breach, Company shall be entitled to invoice Customer for the list price of the individual components of the Bundle based upon the manner in which Customer has deployed and is making use of the components. In addition to the foregoing, where Bundle is used as the Unit type, Customer's use is limited to the Number of Units and Unit type for each component which comprises the Bundle, as set forth in the bill of material for such Bundle.

"CCE Administrative License Fee" means a license fee to be paid to cover costs to support Customer's use of applicable Software in one or more Cloud Computing Environments. The administrative license fee shall equal thirty percent (30%) of the cumulative license fees (Perpetual or Subscription fees) paid to Company for the Software under the applicable Agreement, plus an annual Maintenance fee, if applicable, calculated by multiplying the administrative license fee by the Maintenance rate applied to the Software under the applicable Agreement

"Cloud Computing Environment" means a virtual, cloud-based networking solution managed / maintained by a third-party cloud service provider on behalf of Customer, including Cloud Machine Instances, and offered to the public for use and purchase. If permitted pursuant to an Order, use of Software in a Cloud Computing Environment shall be governed, among other things, by the Cloud Computing Environment Licensing Policy located at <https://www.cloud.com/content/dam/cloud/documents/legal/tibco-cloud-computing-environment-licensing-policy.pdf> (the "CCEL Policy").

"Cloud Machine Instance" means a Virtual Machine that is run in a Cloud Computing Environment. "Compute Engine Instance" and "Cloud Engine Instance" are included within the concept of a Cloud Machine Instance.

"Cold Standby" means an operational environment into which the licensed Software has been installed, and the software components are not started until the primary node fails.

"Concurrent Users" means the number of Authorized Users that are simultaneously logged in to the Product at any single point in time

"Connected Processor" means any Processor that produces information consumed by the relevant Software product (excluding processors on devices such as routers, switches, proxies, HTTP or application servers configured to substantially pass-through information or messages to Software).

"Connection" means any network link or session established with Software, directly or indirectly to any other entity, including but not limited to software, firmware or hardware. For TIBCO Rendezvous® and TIBCO SmartSockets®, "Connection" means any network protocol link established with such Software (directly or indirectly) to any other entity, including but not limited to software, firmware or hardware. For TIBCO ActiveSpaces®, "Connection" means any session established directly or indirectly to a TIBCO ActiveSpaces® Metaspace cluster instance. For TIBCO DataSynapse Federator™, "Connection" means a web service session established to a TIBCO Silver® Fabric Manager Instance or a TIBCO Silver® Fabric Manager Instance; for TIBCO DataSynapse™ Analytics or TIBCO® Cloud Analytics, a database session established to a TIBCO DataSynapse GridServer® Broker reporting database or TIBCO Silver® Fabric Manager reporting database; and for TIBCO® Data Quality Service Engine Named Application, any link or session established directly or indirectly (through any other middleware application) which calls to a named third party software application. For TIBCO eFTL™, "Connection" means any network protocol link established with such Software (directly or indirectly) to any other entity, including but not limited to software, firmware or hardware. For TIBCO ActiveMatrix BusinessWorks™ Express, "Connection" means a single non-HTTP link or session established directly or indirectly between a TIBCO ActiveMatrix BusinessWorks™ Express operating system process and any other software, including but not limited to: Software, third party software applications, databases, mail servers, file servers, messaging systems and data grids, whether the other software is deployed on-premises or as an internet based computing service. For TIBCO Cloud™ Messaging, "Connection" means any network protocol link established with such Software.

"Connector" means a named Suite Component that provides a link to an application or a technology. For TIBCO® Cloud Integration, Connector means the plug-ins available in TIBCO Business Studio – Cloud Edition that are built by Cloud Software Group, Inc.

"Container" means an isolated operating system environment on which the Software is licensed to run, that can be limited in terms of CPU, memory and disk usage as well as network access.



"Core" means, unless otherwise stated in the Documentation, for TIBCO® Jaspersoft only, an individual processor within a CPU.

"CPU" means a chip that contains a collection of one or more cores on which the program is running. Regardless of the number of cores, each chip counts as one (1) CPU. This definition pertains solely to the TIBCO LogLogic Product Line and does not affect, nor is it affected by, the Processor Unit Type or Processor counting policy.

"Customer Application" means the ISV Customer or SaaS Customer software or hardware set forth in an Order Form.

"Data Domain" means for TIBCO® Cloud MDM a set of repositories required to manage data for a common data domain.

"Data Record" means data that is received by Company from the Customer, Customer's authorized vendor, Affiliates, or other designees that is populated from information provided by Customer or Shopper as a result of transactions (such as from point-of-sale or e-commerce systems), events (such as a website or kiosk log-in), information associated with custom data attributes as specified by Customer, or responses to Customer's custom questions in the Subscription service.

"Dedicated" means a named Customer contact person who interfaces with TIBCO's support personnel.

"Developer" means a Named User authorized to use the Product to develop or configure projects, applications, or other software on a computer or on one or more Virtual Machines accessible only by the Developer.

"DevTest" means, unless otherwise stated in the Documentation, a License Type for the Product which includes 2 Units of Test and 5 Developers. For the TIBCO BPM Suite, each Unit of DevTest means 1 Pack. For the TIBCO Analytics Suite and its Add-Ons, and for any TIBCO Statistica™ product and for any TIBCO Spotfire® product licensed by Named User, each Unit of DevTest means 1 Developer and/ or 1 Named User for Test.

"Embedded/Bundled" means Software which embeds or bundles other Software. Use of such embedded or bundled Software is solely to enable the functionality of the Software licensed under this Agreement, and may not be used or accessed by any other Software, or for any other purpose.

"Enterprise" means (unless otherwise set forth in an Order Form) an unlimited Number of Units of the Product, where the Number of Units is identified as Enterprise in the Order Form, to be deployed by Customer until the Enterprise Term Expiration Date set forth in the Order Form, (the "Enterprise Term"), at which time, the Number of Units by License Type then deployed and in use by Customer becomes fixed and Customer may not thereafter deploy additional Units. During the Enterprise Term and thereafter, Customer's right to deploy shall not extend to any Extraordinary Corporate Event. Customer hereby agrees to provide Company, within sixty (60) days after the end of the Enterprise Term, written notice of the Number of Units deployed at the end of the Enterprise Term by Unit and License Type.

"Environment" means, unless otherwise stated in the Documentation, for TIBCO Cloud Bus™, a single TIBCO® Silver Fabric Manager Instance and all of the TIBCO Cloud Bus™ components managed by the TIBCO® Silver Fabric Manager Instance. A TIBCO Cloud Bus™ Environment includes one Non-Production Environment for development and testing purposes and one Production Environment. The Non-Production Environment may not be used for hot standby, disaster recovery or high availability. A TIBCO Cloud Bus™ Enterprise or TIBCO Cloud Bus™ Enterprise Plus Production/Non-Production Environment includes one Non-Production Environment for disaster recovery and one Production Environment. For TIBCO® Cloud MDM, "Environment" means a single TIBCO® Silver Fabric Manager Instance and all of the TIBCO® Cloud MDM components managed by the TIBCO Silver Fabric Manager Instance. For TIBCO® Cloud Integration, "Environment" means for TIBCO® Cloud Integration access to the TIBCO® Cloud Integration user interface and is restricted by the number of Application Instances associated for the Environment. For TIBCO Cloud™ Messaging, "Environment" means a single user account which has access to the TIBCO Cloud™ Messaging user interface and is restricted by the number of Connections and Messages associated with the Environment.

"Error" means a material failure of the Product to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Company.



"Equipment" means a hardware appliance, obtained from or through Company, with Software embedded by Company, and which is listed on an Order Form under License Type "Lease" or "Purchase". Equipment shall have the same meaning as Software where Software is or has been used elsewhere in this Agreement. Software embedded in the Equipment is licensed solely to enable the Equipment to function in accordance with its Documentation.

"Exchange" means a Cloud Service that includes two (2) fully redundant and fault tolerant Production API Gateway instances, one (1) Non-Production API Gateway, one (1) API Analytics Service and a base capacity of 1,000 API Calls per second. A minimum capacity of 1,000 API Calls per second must be maintained on the redundant gateway upon failure of primary gateway. The aggregate capacity of API Calls must be fault tolerant across all available fault tolerant Production API Gateways.

"Fixed Partitioning" means a mechanism for allocating processing resources on a multi-Physical Processor machine, such that the Software is limited to running on a fixed isolated subset of the Physical Processor(s), e.g. physical partitioning and fixed (hard) processor affinity.

"Flogo Application" means one or more flows using TIBCO Flogo Enterprise and executed as a binary.

"Flogo® Edge Application" means a Flogo application that is compiled to a binary from a language other than the Go language (e.g., using C language or Sketch language).

"Flogo® Flow" means one or more processes that are part of a Flogo application and that are compiled in Go language and executed as binary.

"GB RAM" means total number of Gigabyte's of Random Access Memory (RAM) on one or more servers where the Software is installed or otherwise accessed by Customer. For the foregoing, server(s) means a physical or virtual computer with measurable amounts of RAM.

"Hot Standby" means an operational environment into which the licensed Software has been installed, but will not process data or requests. Data from the primary system is mirrored in near real time and both primary and secondary systems have identical data.

"Instance" means, unless otherwise stated in the Documentation, the smallest functionally-complete copy of Product. For the avoidance of doubt, the various components of one single Instance may be deployed on a single Server or separately spanning multiple Servers. For TIBCO Rendezvous®, "Instance" means a TIBCO Rendezvous® daemon or a TIBCO Rendezvous® client where each daemon or client is an operating system process with a unique process id. A TIBCO Rendezvous® client is a process linking TIBCO Rendezvous® client libraries. For TIBCO Enterprise Message Service™, "Instance" means a TIBCO Enterprise Message Service™ server or a TIBCO Enterprise Message Service™ client where each server or client is an operating system process with a unique process id. A TIBCO Enterprise Message Service™ client is a process linking TIBCO Enterprise Message Service™ client libraries. For TIBCO Web Messaging, "Instance" means a TIBCO Web Messaging gateway, where each gateway is an operating system process with a unique process id. For TIBCO FTL® Enterprise Edition and TIBCO FTL® Community Edition, "Instance" means a process linking TIBCO FTL® client libraries, where each process is an operating system process with a unique process id. For TIBCO ActiveSpaces®, "Instance" means a TIBCO ActiveSpaces® copyset node or a TIBCO ActiveSpaces® client where each copyset node or client is an operating system process with a unique process id. A TIBCO ActiveSpaces® client is a process linking TIBCO ActiveSpaces® client libraries. For TIBCO Spotfire Cloud Enterprise™ "Instance" is defined as one Production environment with the following components: a single Spotfire Web Player instance running on a machine with 4 Processors and 30 GB Memory, a single Automation Services instance running on a machine with 4 Processors and 30 GB Memory, a single Spotfire Server running on a machine with 1 Processor and 7.5 GB Memory, a single Statistics Services environment running on a machine with 1 Processor and 7.5 GB Memory, 500 GB of Spotfire Library storage, Cloud Managed Services: system provisioning, custom domain configuration, TLS/SSL configuration, VPN data tunneling configuration to the customer data center, monitoring, logging, system back up, security updates, software and version upgrades. For eFTL, an "Instance" is any process linking the non-mobile TIBCO eFTL C/Java/.NET client libraries, where each process is an operating system process with a unique process id. For TIBCO® Messaging – Enterprise Edition Pack, Instance means an operating system process utilizing the TIBCO Enterprise Message Service C/Java/.NET APIs or a Windows/Linux/Mac process utilizing the TIBCO FTL C/Java/.NET APIs or non-mobile TIBCO eFTL C/Java/.NET APIs.



"IoT Device" means a physical device capable of directly connecting to sensors and/or actuators or a remotely located device with network connectivity, limited compute power and storage.

"ISV Customer" means a Customer who is an independent software vendor and is designated as an ISV Customer in an Order Form.

"ISV Pack" means a specified number of copies of the TIBCO JasperSoft Software that Customer has the right to distribute to an End User as part of a Customer Application

"License Type" means the environment(s) in which the Product may be used (including without limitation, Production and/or Non-Production, or Cloud Services).

"Managed Endpoints" means the number of Processors running instances of TIBCO ActiveMatrix BusinessWorks™ or other third party service implementations (e.g. Java or .NET components) that are being managed by TIBCO ActiveMatrix® Policy Manager.

"Message" means for TIBCO Cloud™ Messaging any inbound or outbound message transmitted through such Product.

"Mobile Instance" means any browser/mobile client using TIBCO eFTL JavaScript, Node.js, Android Java, Go, iOS Objective-C or Windows Mobile .NET client libraries; For TIBCO® Messaging – Enterprise Edition Pack, "Mobile Instance" means any browser/mobile client using the TIBCO eFTL JavaScript, Node.js, Android Java, GoLang, iOS Objective-C or Windows Mobile .NET APIs.

"Module" means Software that is licensed to add functionality or capabilities in conjunction with an underlying Software product and may only be used in conjunction with the relevant underlying Software product. So long as Customer holds a valid license in the underlying Software product, Customer may use a reasonable number of copies of the Module to support the same business as the underlying Software product, but subject to any applicable site, Project or other business limitations or restrictions applicable to the underlying Software product. Customer's right to utilize Modules shall terminate automatically upon termination of the license in the underlying Software product.

"MSU" means Millions of Service Units per hour, based on the then current MSU rating established by IBM for IBM and IBM compatible hardware which is used for software pricing (not necessarily a direct indication of relative processor capacity) as set forth in IBM's generally available Large System Performance Reference.

"Named User" means, unless otherwise stated in the Documentation, an identifiable individual, not necessarily named at the time of a license grant, designated by Customer to access the Product, regardless of whether or not the individual is actively using the Product at any given time. An individual shall only be designated as a Named User on the earlier of a) he or she is authorized by Customer to access the Product or b) once he or she has accessed the Product.

"Node" means for TIBCO ActiveSpaces a copyset node or proxy where each copyset node or proxy is an operating system process with a unique process id.

"Non-Production" means, unless otherwise stated in the Documentation, a non-operational environment into which the Product may be installed, which is not processing live data, which is not running any operations of the Customer and which has not been deployed to permit any users to access live data. Non-Production environments include development, hot standby, high-availability, and test environments.

"Orders" mean the total number of unique transactions submitted, stored in and counted by the applicable Product during a period. Unless otherwise agreed, this period shall equal one (1) year from the Effective Date. The number of Orders shall reset to zero on each anniversary of the Effective Date. In no event shall the total number of Orders during a one (1) year period exceed the Number of Units set forth in the Order Form, unless Customer purchases additional Units.

"Pack" means, unless otherwise stated in the Documentation, for TIBCO® Messaging, either four stand-alone Instances, or four Connected Processors/Virtual CPU's, or 1,000 web/mobile Instances. For the purpose of counting for a Pack: a stand-alone instance is a Windows/Linux/Mac process utilizing the C/Java?.NET APIs



of TIBCO FTL® or non-mobile operating system process instance using the Java or .NET APIs of TIBCO eFTL inside a Container, a Connected Processor or a Virtual CPU is for use with the packaged TIBCO FTL Activity/Channel/Connector in TIBCO ActiveMatrix BusinessWorks™/TIBCO BusinessWorks™, TIBCO BusinessEvents™, TIBCO StreamBase®, a Mobile Instance is for any Browser/Mobile Client using the JavaScript, Android Java, iOS Objective-C or Windows Mobile .NET APIs of TIBCO eFTL, a Connected Processor is for use with TIBCO ActiveMatrix BusinessWorks™/TIBCO BusinessWorks™/TIBCO BusinessEvents™ ; for TIBCO™ Nimbus Maps, "Pack" means 5x Named Users (Mapper) and 100x Named Users (Team Member); For TIBCO® BPM Suite, "Pack" means 20 Developers and Unlimited Named Users for Test; for TIBCO® Hybrid Integration Suite, "Pack" means 1 Suite Processor or 6 Containers; for TIBCO LiveView™ Add-on for TIBCO BusinessEvents® Enterprise Edition, "Pack" means 5x Named Users (TIBCO LiveView™ Web) and 1 Instance (TIBCO® Live Datamart); for TIBCO® IOT App Engine (IOTA™) and for TIBCO Fligo® Enterprise, "Pack" means a total of 100 Fligo Flows or Fligo Edge Applications, up to 10,000 concurrent instances; for TIBCO ActiveMatrix BusinessWorks™ Plug-ins, "Pack" means either 1 Processor (If Plug-ins used with TIBCO ActiveMatrix BusinessWorks™) or 6 Containers (If Plug-ins used with TIBCO BusinessWorks™ Container Edition); for TIBCO® messaging – Enterprise Edition Pack, "Pack" means either one Instance or 100 Mobile Instances.

"Physical Processor" means the smallest physical electronic circuit which is capable of reading and executing computer programs and providing results as output e.g. a CPU (socket), core, or thread.

"Platform" means for each discrete Product, the operating system, hardware and/or environments (whether a Cloud Service, virtual or physical), upon which each product is supported, as set forth in its Documentation, or as specifically identified in the Product name.

"Postal Directory" means a copy of the applicable product installed on a single Server.

"Processor" means a licensing Unit type for the Software, based on the count of Virtual and/or Physical Processors as described in (i) the TIBCO Processor Licensing Policy located at <https://www.cloud.com/content/dam/cloud/documents/legal/tibco-processor-licensing-policy.pdf> and/or (ii) CCEL Policy.

"Processor Bundle" means the Number of Units as determined by the number of Processors on which the Software licensed as a Bundle is licensed to run.

"ProdPlus" means, unless otherwise stated in the Documentation, a License Type for the Product which includes 1 Unit of Production or Hot Standby, 4 Units of Test, 5 Developers, and unlimited number of Units of Warm or Cold Standby. For TIBCO BPM Suite each Unit of ProdPlus includes 1 Named User for Production, 5 Developers and unlimited number of Named Users for Test.

For the TIBCO® Analytics Suite and its Add-Ons, and for any TIBCO Statistica™ product licensed by Named User, and for any TIBCO Spotfire® product licensed by Named User, each Unit of ProdPlus includes 1 Named User for use in any environments.

"Production" means, unless otherwise stated in the Documentation, an operational environment into which the licensed Product has been installed, which is processing live data and which has been deployed so that the intended users of the environment are able to access the live data.

"Product Lines" means sets of products and services determined by Company from time to time that are (a) attributed to a particular Company product family, or (b) made available under separate purchase or license models, in the case of either (a) or (b), as set forth in a Company product family's then current list price.

"Project" means (unless otherwise set forth in an Order Form) an unlimited Number of Units of the Product, where the Number of Units is identified as Project in the Order Form, to be deployed by Customer until the Project Term Expiration Date set forth in the Order Form, (the "Project Term"), at which time, the Number of Units by License Type then deployed and in use by Customer becomes fixed and Customer may not thereafter deploy additional Units. During the Project Term and thereafter, Customer's right to deploy an unlimited Number of Units does not extend beyond the scope of the Project set forth in the Order Form, or to any Extraordinary Corporate Event. Customer hereby agrees to provide Company, within sixty (60) days after the end of the Project Term, with written notice of the Number of Units deployed at the end of the Project Term by Unit and License Type.



"Purchase" means when used in connection with "Equipment", the purchase of the hardware appliance, where Company transfers title of the hardware appliance to Customer. The Software is licensed under the terms of this Agreement and not sold. Company (or a third party) owns the Software.

"Read-only User" means an identifiable individual, not necessarily named at the time of license grant and regardless of whether the individual is actively using the Product at any given time, designated by Customer to access the Product for the sole purpose of searching for and viewing data.

"Record" means, unless otherwise stated in the Documentation, a unique data item stored in and counted by the applicable Product. The total number of Records shall in no event exceed the Number of Units set forth in the Order Form, unless Customer purchases additional Units.

"SaaS Customer" means a Customer who provides software as a service to third parties and who is designated as a SaaS Customer in an Order Form.

"Server" means a single computer performing common services for multiple other machines.

"Service Levels Guide" means the document describing the support and severity levels located at <https://terms.tibco.com/#service-level-guide>.

"Shopper" means a Customer's customer such as a named program member, a named non-member, or anonymous non-member.

"Site" means the number of copies of the Software licensed for use at the physical location of the Customer entity signing an Order Form or as otherwise specifically designated as the site location in an Order Form.

"Spare" means a unit of Equipment identified by use of the word "Spare" in its product name, which is kept in storage at the same location as Equipment in productive use. In the event Equipment in productive use becomes inoperable, Customer may set up and configure a Spare for productive use, until the original Equipment becomes operational again, but in no event for a period greater than three (3) months, without first obtaining Company's written consent.

"Specialty Processor" means a special purpose processor installed and enabled on IBM System z hardware, designed to run allowed workloads at the full rated capacity of the Server.

"Suite" means a Product that includes Suite Components. Suite Components identified in the Suite readme file may be used with other Products. Components within a Suite Component are deemed Embedded/Bundled within that Suite Component and therefore subject to the applicable restrictions in accordance with the Embedded/Bundled definition.

"Suite Component" means a Product component identified in the respective Suite's readme file. Suite Components provide certain features and functionality which may be dynamically enhanced or deprecated at TIBCO's sole discretion. Specific license and support terms shall apply to Suite Components identified as Cloud Service.

"Suite Processor" means the total number of Processors on which any Suite Component is licensed to run. For TIBCO® Application Integration Suite, Suite Components that are licensed to run on a Suite Processor are - TIBCO ActiveMatrix BusinessWorks™, Standard Connectors, Premium **Connectors**, and **TIBCO Hawk®**.

"Test" means a shared environment into which Customers can test functionality or develop before deploying to Production.

"Trading Partner" means an entity or individual with whom the Customer engages in accordance with this Agreement in electronic commerce by means of Product and, in the case of TIBCO® Fulfillment Provisioning, TIBCO® KxDR and TIBCO Kabira® Software products, an individual with whom Customer engages to provide services, which may include, electronic commerce and or general service activation and provisioning of wireline and wireless packages for the exchange of data and content.

"Unit" means a license restriction describing the manner in which a copy (or multiple copies) of the Product may be deployed (including, without limitation, Site, Processor, Pack, Named User, Connected Processor, and



Processor Source Locked) and is the mechanism used to determine the Number of Units licensed under this Agreement, an Order Form or a purchase order.

"Unlimited" means an unlimited Number of Units of the Products to be deployed by Customer during the Subscription Term. During the Subscription Term, Customer's right to deploy shall not extend to any Extraordinary Corporate Event. No later than ninety (90) days before the end of the Subscription Term, Customer shall provide Company with a written notice certifying the Number of Units deployed by Unit and License Type at the time of the notice ("Deployment Report"). If the parties mutually agree to renew the Subscription for an additional Term, the Number of Units stated in the Deployment Report will be the basis for such renewal. Company will have no obligation to renew the Subscription if Customer does not provide the Deployment Report.

"User Record" means a Shopper's record that is populated with data received by Company from the Customer, Customer's authorized vendors, Affiliates, or other designees in the Subscription service.

"Virtualized Environment" means an operating system environment where multiple Virtual Machines can run on a single physical machine or cluster, sharing the physical machine resources. In a Virtualized Environment, a Virtual Processor can run on only one Physical Processor at a time.

"Virtual Machine" means a software implementation of a machine that executes programs like a physical machine. An essential characteristic of a Virtual Machine is that the software running inside of the Virtual Machine is limited to the resources and abstractions provided by the Virtual Machine. The processing capacity of a Virtual Machine is measured in Virtual Processors.

"Virtual Processor" means a simulation of a Physical Processor that is serially time-multiplexed across one or more Physical Processors.

"Warm Standby" means an operational environment into which the licensed Software has been installed, where the Software components on the secondary system are running but idle, not doing any work such as mirroring, maintaining a heartbeat, etc.

ShareFile Business Unit Terms

The following terms apply to the ShareFile Business Unit

1. ShareFile Business Unit Products are available pursuant to the license model and Use Level described at <https://www.sharefile.com/> or <https://www.podio.com/>.
2. Product documentation is available at <https://docs.sharefile.com/en-us/sharefile/> and Product lifecycle information is available at <https://www.citrix.com/support/product-lifecycle/product-matrix.html>.
3. Renewals: If Customer purchases a multi-year ShareFile Business Unit subscription, the purchase is for the full value of all years of the offering, even if required payments are annual. In the event Customer fails to pay any annual payment, and such default shall continue for a period of thirty (30) days, then any and all remaining amounts for the relevant subscription shall become immediately due and payable. If Customer purchases an auto-renewing subscription, the purchase constitutes agreement to auto renewals for additional twelve (12) month terms.
4. ShareFile reserves the right to make Updates to its services that may modify, add or discontinue a Software or Cloud Service or any portion thereof, at any time. Updates shall not substantially diminish or eliminate the core functionality of the Software or Cloud Service subject to the exclusive remedy set forth in Section 8.2 of the End User Agreement.
5. Support Programs located at <https://www.citrix.com/support/programs/customer-success-services-priority.html> are amended as follows: Advanced, Priority, and Priority+ support plans with ShareFile are provided in English-only and do not offer the following: >4 hours restoration time, Configuration support, Sev-2 root cause analysis, executive-level sponsor, technical account management, technical consultancy, self-paced technical training.



ShareFile Business Unit Product Definitions

“Authorized User” includes employee users (purchased license that is allocated to a named person) and client users (user given access to the Product by an authorized employee user and not part of the same employee company domain).

“Cloud Service Descriptions” means the overview and other terms applicable to the Cloud Services, as amended from time to time, as found at <https://www.citrix.com/buy/licensing/saas-service-descriptions.html>.

“Customer Account” means an account for Customer that is required to access and utilize the applicable Products.

“Use Level” means the purchased Product entitlement(s) under the license model(s) by which Company measures, prices and offers the Products to Customer as set forth at <https://www.citrix.com/buy/licensing/product.html>

Exhibit C

Cloud Services Terms

1. **Acceptable Use.** Customer is responsible for its Authorized Users’ use of the Cloud Services. In addition to the restrictions stated in the End User Agreement (“EUA”), Customer shall not (i) knowingly or negligently access or use Products in a manner that abuses or disrupts Company networks, security systems, other accounts or Products of Company or any third party, or attempt to gain unauthorized access to any of the above through unauthorized means; (iii) transmit through or post on Cloud Services any material that is deemed abusive, harassing, obscene, slanderous, fraudulent, libelous or otherwise unlawful; (iv) upload any PHI to a Cloud Service not designated by Company as suitable for PHI.
2. **Violations of Limitations on Use.** If Customer becomes aware or receives notice from Company that any Customer Content or any Authorized User’s access to or use of Customer Content violates Section 1 above or Section 2 of the EUA, Customer must take immediate action to remove the applicable part of the Customer Content or to suspend the Authorized User’s access to the Cloud Services, as applicable. Company may ask Customer to remediate, and if Customer fails to comply with such request, Company may temporarily suspend the Cloud Services, and/or terminate the Agreement or applicable Order pursuant to Section 8.2 of the EUA. Disputes under this Section will be resolved in accordance with FAR 52.233-1 and the Contract Disputes Act of 1978.
3. **Customer Obligations.** All Customer information provided by or on behalf of Customer must be current, complete and accurate, and Customer is responsible for keeping such information updated.
4. **Customer Content and Customer Account.**
 - 4.1. **Customer Content.** Each party shall apply reasonable technical, organizational and administrative security measures, as appropriate relative to the Cloud Services, to keep Customer Content protected in accordance with Section 7 of the EUA. Cloud Service interaction with Customer Content varies depending on the nature of the Cloud Service. If Company reasonably believes a problem with the Cloud Services may be attributable to Customer Content or use of the Cloud Services, Customer shall cooperate with Company to identify the source of and to resolve the problem. Customer shall comply with all intellectual property laws and obligations related to the Customer Content, as well as all legal duties applicable to Customer by virtue of using the Cloud Services, including providing all required information and notices and obtaining all required consents. This Agreement states Company’s exclusive obligations with respect to care of Customer Content. Company has no obligation to maintain Customer Content following termination of the Agreement or the Cloud Services. For Cloud Services that provide for download of Customer Content, Customer shall have thirty (30) days to download Customer Content after termination and must contact Company technical support for download access and instructions.
 - 4.2. **Customer Account.** Customer is solely responsible for (i) the configuration of Customer’s Cloud Services account (“Account”); (ii) the operation, performance and security of Customer’s equipment, networks and other computing resources used to connect to the Cloud Services; (iii) ensuring all Authorized Users and Devices exit or log off from the Cloud Services at the end of each session



in accordance with Customer's session policy; (iv) maintaining the confidentiality of Customer's Account, Authorized User id's, conference codes, passwords, and/or personal identification numbers used in conjunction with the Cloud Services, including not sharing login information among Authorized Users; and (v) all uses of the Cloud Services that occur using Customer's password or Account. Customer will notify Company immediately of any unauthorized use of its Account or any other breach of security. Ownership of Customer's Account is directly linked to the individual or entity that completes the registration process for the Account. Customer acknowledges that Company will rely on the information provided for issues arising with the Customer Account.

- 4.3. **Customer Account Access/Instructions.** The Customer Account owner, and any Authorized User or Device, will have access to information in the Customer Account. Company will not provide access to any other User or Device at any time. Company may rely on instructions given by the Customer Account owner either through the Account dashboard or via email from the address on file for the Customer Account owner. Customer shall not request access to or information about an account that is not owned by the Customer. In the event of a dispute regarding Customer Account data, Company will only release information to another party other than the Customer Account owner pursuant to a court order or other notarized waiver and release as determined by Company .
- 4.4. **Infringing Customer Content.** Company reserves the right to delete or disable any allegedly infringing Customer Content, to have Customer terminate the accounts of Users who are repeat infringers, and to forward the information in the copyright-infringement notice to the User who allegedly provided the infringing content.
- 4.5. **Consent to Use Logs.** Company and its service providers may collect and use Logs for purposes of facilitating Cloud Services, including securing, managing, measuring and improving the Cloud Services. Logs may be used for purposes not specified in this Section only in an aggregated, anonymized form. "Logs" means records of Cloud Services, including, but not limited to, data and information on performance, stability, usage, security, support, and technical information about devices, systems, related software, services or peripherals associated with Customer's use of Cloud Services.
- 4.6. **Suspension of Service.** Company reserves the right to temporarily suspend Customer's access to Cloud Services if it determines, in its sole discretion, that (i)reserved; (ii)reserved; (iii)reserved; (iv) Customer's use of Cloud Services or the Clouds Services poses a security or other risk to the Cloud Services or to other users of the Cloud Services; or (v) suspension is required pursuant to a subpoena, court order or other legal process. Company shall notify Customer in writing of any such suspension.
5. **Voice and Data Charges; Customer Connectivity.** Customer is responsible for all fees and charges imposed by Customer's telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of the Cloud Services. If Customer's broadband connection and/or telephone service fails, or Customer experiences a power or other failure or interruption, the Cloud Services may also cease to function for reasons outside of Company's control.

Exhibit D

DATA PROCESSING ADDENDUM

Version: October 31, 2023

1. Scope, Order of Precedence and Parties

This Data Processing Addendum (“DPA”) applies to the Processing of Personal Data by Cloud Software Group, Inc. and its Affiliates on Your behalf when providing Cloud SG products (“Products”) and technical support services or consulting services (“Services”). The Products and Services are described in the relevant license and/or services agreement and the applicable order for Products and Services (collectively, the “Agreement”). In the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA shall control. In the event of a conflict between the terms of this DPA and the EU Standard Contractual Clauses, the UK SCC Addendum and/or Swiss Addendum (if applicable), the terms of the EU Standard Contractual Clauses, the UK SCC Addendum and/or Swiss Addendum (if applicable) shall control.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

This DPA is between the end-user customer (“You”) and the Cloud Software Group contracting entity (“Cloud SG”, “We”, “Us” or “Our”) and is incorporated by reference into the Agreement.

2. Definitions

“**Affiliate**” means any subsidiary of Cloud Software Group, Inc. that may assist Cloud SG in the processing of Your Personal Data under this DPA.

“**Aggregate**” means information that relates to a group or category of individuals, from which identities have been removed such that the information is not linked or reasonably linkable to any individual subject to Applicable Data Protection Laws.

“**Applicable Data Protection Laws**” means (i) the EU General Data Protection Regulation 2016/679 (“GDPR”) and laws or regulations implementing or supplementing the GDPR; and (ii) any other international, federal, state, provincial and local privacy or data protection laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective that apply to the Processing of Personal Data under this Agreement.

“**Controller**” is a legally defined term that generally refers to the party that determines the purposes and means (the why and how) of the processing of Personal Data.

“**Customer Content**” means any data uploaded to a Cloud SG Product for storage or processing. Customer Content may include Personal Data.

“**2021 EU Standard Contractual Clauses**” or “**2021 EU SCCs**” means the contractual clauses annexed to the EU Commission Decision 2021/914/EU or any successor clauses approved by the EU Commission.

“**Personal Data**” means any Customer Content Processed in connection with the performance of Products and/or Services that can identify a unique individual, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of individuals, or as otherwise defined under Applicable Data Protection Laws.

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in order to perform the Products and/or Services that compromises the security of the Personal Data.

“Processor” is a legally defined term that generally refers to the party that processes Personal Data on behalf of the Controller.

“Sub-Processor” means any third party engaged by a Processor or another Sub-Processor to assist with the Processing of Personal Data for the performance of Products and/or Services under the Agreement.

“Swiss SCC Addendum” means the adaptation of the 2021 EU SCCs designed to ensure an adequate level of protection for data transfers from Switzerland to a third country subject to the Swiss Federal Act on Data Protection (“FADP”).

“Usage Data” means technical data collected from Your use of Cloud SG Products for the purposes specified herein and as identified in the relevant Product Documentation.

“UK Data Protection Laws” means the UK GDPR and the Data Protection Act 2018, or any successor UK data protection laws as updated, amended or replaced from time to time.

“UK SCC Addendum” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (vB1.0 or any subsequent version) issued by the UK Information Commissioner’s Office.

“2021 EU Standard Contractual Clauses” or **“2021 EU SCCs”** means the contractual clauses annexed to the EU Commission Decision 2021/914/EU or any successor clauses approved by the EU Commission.

Terms used but not defined in this DPA (e.g., “Business Purpose, Consumer, Controller, Data Subject, Process/Processing, Processor”) shall have the same meaning as set forth in the Agreement or Applicable Data Protection Laws.

3. Roles as Controller and Processor

For purposes of this DPA, You are the Controller of the Product Personal Data Processed by Cloud SG under the terms of the Agreement. You are responsible for complying with your obligations as a Controller under Applicable Data Protection Laws governing your provision of Personal Data to Us for the performance of the Products and/or Services, including without limitation obtaining any consents, providing any notices, otherwise establishing the required legal basis, and responding promptly to any inquiries from a data protection authority. Unless specified in the Agreement, You will not provide Us with access to any Personal Data that imposes specific data protection requirements greater than those agreed to in the Agreement and this DPA, and you will limit Our access to Personal Data as necessary for Your use of the Products and Services under the Agreement.

Cloud SG is the Processor and service provider with respect to such Product Personal Data, except when You act as a Processor of Personal Data, in which case We are a Sub-Processor.

Cloud SG is responsible for the Processing of Usage Data solely for Our legitimate business interests, including measuring Customer’s use of Cloud SG Products in accordance with the Agreement and pursuant to the terms of this DPA.

Each party shall comply with their respective obligations as Controllers and Processors under Applicable Data Protection Laws.

4. Cloud Software Group’s Purpose of Processing

Cloud SG and any persons acting under its authority under this DPA, including Sub-Processors and Affiliates as described in Section 6, will Process Personal Data only for the purposes of performing the Products and/or Services in accordance with your written instructions as specified in the Agreement, this DPA, Your Product configurations, and in accordance with Applicable Data Protection Laws. We may also Aggregate Personal Data as part of the Products and/or Services in order to provide, secure, and enhance Cloud SG Products and Services.

We will not disclose Personal Data in response to a subpoena, judicial or administrative order, or other binding instrument (a "Demand") unless required by law. We will promptly notify You of any Demand unless prohibited by law and provide You reasonable assistance to facilitate Your timely response to the Demand. We may provide Personal Data to Affiliates in connection with any anticipated or actual merger, acquisition, sale, bankruptcy, or other reorganization of some or all of its business, subject to the obligation to protect Personal Data consistent with the terms of this DPA.

5. Data Subjects and Categories of Personal Data

You determine the Personal Data to which You provide Us access to in order to perform the Products and/or Services. This may involve the Processing of Personal Data of the following categories of Your Data Subjects:

- Employees and applicants
- Customers and end users
- Suppliers, agents, and contractors

The Processing of Your Personal Data may also include the following categories of Personal Data:

- Direct identifiers such as first name, last name, date of birth, and home address
- Communications data such as home telephone number, cell telephone number, email address, postal mail address, and fax number
- Family and other personal circumstance information, such as age, date of birth, marital status, spouse or partner, and number and names of children
- Employment information such as employer, work address, work email and phone, job title and function, salary, manager, employment ID, system usernames and passwords, performance information, and CV data
- Other data such as financial, good or services purchased, device identifiers, online profiles and behavior, and IP address
- Other Personal Data to which You provide Us access in connection with the provision of Products or Services

6. Sub-Processing

Subject to the terms of this DPA, You authorize Us to engage Sub-Processors and Affiliates for the Processing of Personal Data. These Sub-Processors and Affiliates are bound by written agreements that require them to provide at least the level of data protection required of Cloud SG by the Agreement and this DPA, and We have implemented commercially reasonable measures designed to confirm compliance with such measures. You may request Us to perform an audit on a Sub-Processor or to obtain an existing third-party audit report related to the Sub-Processor's operations to verify compliance with these requirements. You may also request copies of the data protection terms We have in place with any Sub-Processor or Affiliate involved in providing the Products and/or Services. We remain responsible at all times for such Sub-Processors' and Affiliates' compliance with the requirements of the Agreement, this DPA and Applicable Data Protection Laws.

A list of sub-Processors and Affiliates, as well as a mechanism to obtain notice of any updates to the list, are available at <https://www.cloud.com/trust-center/sub-processor-list>. At least fourteen (14) calendar days before authorizing any new Sub-Processor to access Personal Data, We will update the list of Sub-Processors and Affiliates. Where Cloud SG is a Processor (and not a Sub-Processor), the following terms apply:

- If, based on reasonable grounds related to the inability of such Sub-Processor or Affiliate to protect Personal Data, You do not approve of a new Sub-Processor or Affiliate, then You may terminate any subscription for the affected Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.
- If the affected Product and/or Service is part of a suite (or similar single purchase of Products and/or Services), then any such termination will apply to the entire suite.

- After such termination, You shall remain obligated to make all payments required under any purchase order or other contractual obligation with the ELA Reseller and/or Cloud SG and shall not be entitled to any refund or return of payment from the ELA Reseller and/or Cloud SG.

7. International Transfer of Personal Data

Depending upon the Products and/or Services, You and Cloud SG may agree upon the location for storage of Personal Data. Notwithstanding the foregoing, We may transfer Personal Data to the United States and/or to other third countries as necessary to perform the Products and/or Services, and you appoint Cloud SG to perform any such transfer in order to process Personal Data as necessary to provide the Services. We will follow the requirements of this DPA regardless of where such Personal Data is stored or Processed.

Where the Processing involves the international transfer of Personal Data of a resident(s) of a country within the EEA, Switzerland or UK to Cloud SG, Affiliates or Sub-Processors in a jurisdiction (i) that has not been deemed by the European Commission or the UK Information Commissioner's Office to provide an adequate level of data protection, and (ii) there is not another legal basis for the international transfer of such Personal Data, such transfers are subject to either the 2021 EU Standard Contractual Clauses, the UK SCC Addendum and/or Swiss SCC Addendum (as applicable) or other valid transfer mechanisms available under Applicable Data Protection Laws. For international transfers subject to:

- the GDPR, the Parties hereby incorporate by reference the 2021 EU SCCs in unmodified form (Model One where You and Cloud SG are both Controllers, Module Two where You are a Controller and Cloud SG is a Processor, or Module Three where both You and Cloud SG are both Processors, as applicable)
- the UK Data Protection Laws, the Parties hereby incorporate by reference the UK SCC Addendum in unmodified form
- the FADP, the Parties hereby incorporate by reference the Swiss SCC Addendum

The 2021 EU SCCs and the UK SCC Addendum are available on Our Trust Center at <https://www.cloud.com/trust-center/cloud-software-group-data-processing-agreement>, and shall be between You and Cloud Software Group, Inc., irrespective of Your location. For such purposes, You will act as the Data Exporter on Your behalf and on behalf of any of Your entities, and Cloud SG will act as the Data Importer on its own behalf and/or on behalf of its Affiliates. For purposes of Clause 7 of the 2021 EU SCCs, any acceding entity shall enforce its rights through You.

For the purposes of the Swiss SCC Addendum, (i) the term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the 2021 EU SCCs; (ii) the references to the GDPR should be understood as references to the FADP insofar as the data transfers are subject to the FADP; (iii) the Federal Data Protection and Information Commissioner of Switzerland shall be the competent supervisory authority in Annex I.C under Clause 13 of the 2021 EU SCCs, where the transfer of Personal Data is subject to the FADP.

In the event of any direct conflict between this Addendum and the 2021 EU Standard Contractual Clauses, the UK SCC Addendum and/or Swiss SCC Addendum the 2021 EU Standard Contractual Clauses, the UK SCC Addendum and/or the Swiss SCC Addendum (as applicable) shall prevail.

8. Requests from Data Subjects

We will make available to You the Personal Data of Your Data Subjects and the ability to fulfill requests by Data Subjects to exercise one or more of their rights under Applicable Data Protection Laws in a manner consistent with Our role as a Processor. We will provide reasonable assistance to assist with Your response.

If We receive a request directly from Your Data Subject to exercise one or more of their rights under Applicable Data Protection Laws, We will direct the Data Subject to You unless prohibited by law.

9. Security

We shall implement and maintain appropriate administrative, technical, and organizational practices designed to protect Personal Data against any misuse or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such security practices are set forth in the Cloud SG Security Exhibit, which is available at <https://www.cloud.com/trust-center/citrix-services-security-exhibit>. We seek to continually strengthen and improve its security practices, and so reserve the right to modify the controls described herein. Any modifications will not diminish the level of security during the relevant term of Products and/or Services.

Our employees are bound by appropriate confidentiality agreements and required to take regular data protection training as well as comply with Our corporate privacy and security policies and procedures.

10. Personal Data Breach

We shall notify You without undue delay after becoming aware of a Personal Data Breach involving Personal Data in Our possession, custody or control. Such notification shall at least: (i) describe the nature of the Personal Data Breach including, where possible, the categories and approximate number of Your Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) provide the name and contact details of the data protection officer or other contact where more information can be obtained; and (iii) describe the measures taken or proposed to be taken to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects. You will coordinate with Us on the content of any public statements or required notices to individuals and/or Supervisory Authorities.

11. Your Instructions and Providing Information & Assistance

You may provide additional instructions to Us related to the Processing of Personal Data that are necessary for You and Cloud SG to comply with our respective obligations under Applicable Data Protection Laws as Controller and Processor. We will comply with Your instructions, provided that in the event that Your instructions impose costs on Us beyond those included in the scope of Products and/or Services under the Agreement, the parties agree to negotiate in good faith to determine the additional costs. We will promptly inform You if We believe that Your instructions are not consistent with Applicable Data Protection Laws, provided that We will not be obligated to independently inspect or verify Your Processing of Personal Data.

We will provide You with information reasonably necessary to assist You in enabling Your compliance with Your obligations under Applicable Data Protection Laws, including without limitation Our obligations under the EU General Data Protection Regulation to implement appropriate data security measures, carry out a data protection impact assessment and consult the competent Supervisory Authority (taking into account the nature of Processing and the information available to Us), and as further specified in this DPA.

12. Return and Deletion of Personal Data

We will return or provide an opportunity for You to retrieve all Personal Data after the end of the provision of Products and/or Services and delete existing copies. With respect to cloud services, You shall have thirty (30) calendar days to download Your Personal Data after termination of the Agreement and You must contact technical support for download access and instructions. In the event You do not contact technical support for this purpose within 30 calendar days after the end of the provision of Products and/or Services, We shall delete Your Personal Data promptly once that Personal Data is no longer accessible by You, except for (i) back-ups deleted in the ordinary course, and (ii) retention as required by applicable law. In the event of either (i) or (ii), We will continue to comply with the relevant provisions of this DPA until such data has been deleted. We will provide written confirmation of deletion upon request.

13. Audit

In the event the information you request of Cloud SG under Section 11 above does not satisfy your obligations under Applicable Data Protection Laws, You may carry out an audit of Our Processing of Your Personal Data up to one time per year or as otherwise required by Applicable Data Protection Laws. To request an audit, you must provide Us with a proposed detailed audit plan three weeks in advance, and We will work with you in good faith to agree on a final written plan. Any such audit shall be conducted at Your own expense, during normal business hours, without disruption to Our business, and in accordance with Our security rules and requirements. Prior to any audit, We undertake to provide You reasonably requested information and associated evidence to satisfy Your audit obligations, and You undertake to review this information prior to undertaking any independent audit. If any of the requested scope of the audit is covered by an audit report issued to Us by a qualified third-party auditor within the prior twelve months, then the parties agree that the scope of Your audit will be reduced accordingly.



You may use a third-party auditor with Our agreement, which will not be unreasonably withheld. Prior to any third-party audit, such auditor shall be required to execute an appropriate confidentiality agreement with Us. If the third party is Your Supervisory Authority that applicable law enables it to audit Us directly, We will cooperate with and provide reasonable assistance to the Supervisory Authority in accordance with Applicable Data Protection Laws.

You will provide Us with a copy of any final report unless prohibited by Applicable Data Protection Laws, will treat the findings as confidential information in accordance with the terms of the Agreement (or confidentiality agreement entered into between You and Cloud SG), and use it solely for the purpose of assessing Our compliance with the terms of the Agreement, this DPA, and Applicable Data Protection Laws.

14. Data Protection Officer

You may contact the Our global Chief Privacy Officer and privacy team c/o Cloud Software Group, Inc., 4980 Great America Parkway, Santa Clara, CA 95054, USA. If you have appointed a Data Protection Officer, you may include their contact information in your order for Products and Services.

15. Term

This DPA becomes effective upon Your purchase of the Products and Services. Termination of the Agreement does not relieve either party of its obligations under this DPA.