



SPECIFIC CONDITIONS – I2 CITRIX CLOUD SERVICES

These Specific Conditions govern the Citrix Cloud Services that may be provided by the Company under a Contract, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the “Conditions”), which shall be deemed to be incorporated into the Contract for the performance of any Citrix Cloud Subscription Services provided under these Specific Conditions.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
- “Change Management” means as defined in Specific Conditions X3 for Standard Operational Services;
 - “Citrix” means Citrix Systems Inc and its affiliates;
 - “Citrix Cloud Services” means together the Citrix Products, the Support Services and the Management Services provided by the Company under these Specific Conditions;
 - “Citrix Products” means any product, software and/or documentation as offered by Citrix under its CSP program and made available by the Company to the Customer under these Specific Conditions, as set out in the Order Form, including the Client Products and the Server Products;
 - “Client Products” means the Citrix software installed on a Customer computer that allows that computer to access and utilise the Server Products;
 - “CSP” means Citrix Service Provider (the Company);
 - “CSP Services” means the hosted services separately agreed to be provided by the Company to the Customer, which allows the Customer to access the functionality of the Citrix Products on a monthly basis, whether through a public cloud or a private cloud hosted at a data centre of the Company;
 - “Fixed Term” means the fixed contract period for the Citrix Cloud Services as set out in the Order Form from and including the Commencement Date;
 - “Management Services” means those Services provided by the Company in connection with a Citrix Product in accordance with paragraph 6;
 - “Program Guide” means the latest version of the CSP program documentation, as modified by Citrix from time to time the current version of which is located at www.citrix.com;
 - “Server Products” means any Citrix server software hosted by the Company through the CSP Services that interacts with the Client Products and enables the Customer to use and benefit from the Citrix Cloud Services;
 - “Standard Change” means as defined in Specific Conditions X3 for Standard Operational Services;
 - “Support Services” means those Services provided by the Company in connection with a Citrix Product in accordance with paragraph 5; and
 - “Technical Support” means technical support provided by Citrix to the Company in accordance with the support offering generally available to CSPs as set out in the Program Guide.
- 1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date will be the date that the subscription for the Citrix Product is first created and activated by the Company within the Citrix environment.
- 2.2 Each purchase of a new Citrix Product shall have its own Commencement Date, which will be the date that the new Citrix Product is created and activated by the Company within the Citrix environment.
- 2.3 The accompanying Support Services will commence on the Commencement Date of the connected Citrix Product.

3 TERM AND RENEWAL

- 3.1 The Fixed Term for the Citrix Cloud Services shall be as set out in the Order Form, or if no Fixed Term is specified, twelve (12) calendar months from the Commencement Date.
- 3.2 Citrix reserves the right to terminate any licences to use the Citrix Products at any time without cause. In the event of any termination by Citrix of the Company’s and/or Customer’s right to use the Citrix Products, the Company shall (without liability to the Customer) be entitled to terminate the Cloud Citrix Services under these Specific Conditions on not less than 45 (forty-five) days’ notice in writing to the Customer. Upon termination or expiry of the Citrix Cloud Services, all licences for the Citrix Products subject to this Contract shall immediately terminate.
- 3.3 Citrix Products will not be automatically renewed at the end of the Fixed Term by the Company. Any renewal of the Citrix Products is a Customer responsibility. The Company will only action a renewal on behalf of the Customer in accordance with an agreed Variation to this Contract (or in accordance with a new contract entered into using a new order form and subject to the terms of that new contract).
- 3.4 Subject to paragraph 3.5, a Citrix Product may be Changed from time to time by increasing (but not decreasing) the number of licences relevant to that Citrix Product. Any such additions to the relevant number of licences under a Citrix Product will commence on the date of activation of the relevant Change within the Citrix environment and will expire at the end of the Fixed Term for the relevant Citrix Product.
- 3.5 All requests for Changes to Citrix Products under paragraph 3.4 must be submitted in writing by the Customer to the Company (or, where made available by the Company from time to time through a relevant online portal) and are subject to approval by the Company (such approval not to be unreasonably withheld or delayed) and Citrix.
- 3.6 The Customer may not decrease the number of End User licences for a Citrix Product during the Fixed Term, but may reduce the number of licences in respect of a Citrix Product at the time of renewal for the Citrix Product in accordance with paragraph 3.2, which renewal may be for a reduced number of licences for the relevant Citrix Product, subject always to paragraph 3.7.
- 3.7 Unless otherwise stated in the Order Form, the minimum number of licences for each Citrix Product at any time is 25 (twenty five) user licences. The Customer may choose user and/or device licences for certain Citrix Products, provided that where both types of licence are required, the specified minimum number of both user and device licences is required (i.e. 25 (twenty five) or such other stated number of each, unless otherwise agreed in writing).

4 CITRIX LICENCE TERMS AND CITRIX END USER SERVICES AGREEMENT

The Company shall make available the Citrix Products to the Customer in accordance with the terms of this Contract (including the Citrix licence terms set out in Annex 1 to these Specific Conditions). The Customer acknowledges that the Company is not responsible for the Citrix Products and has no control over and does not guarantee the quality, safety or legality of the Citrix Products or the truth or accuracy of any specifications or listings of the Citrix Products provided by Citrix.

- 4.1 The Customer acknowledges and agrees that the Customer’s purchase and use of the Citrix Cloud Services are subject to the terms of this Contract (including but not limited to the Citrix licence terms set out in Annex 1 to these Specific Conditions) together with the terms of the Citrix End User Services Agreement relevant to the country where the Citrix Cloud Services are provided. The Customer agrees to comply with and be bound by all such terms and to be responsible for the use by its End Users of the Citrix Cloud Services and their compliance with all such terms and the Customer shall indemnify the Company accordingly for any liability of the Company to Citrix arising from any breach of such terms by the Customer or its End Users.
- 4.2 The Citrix End User Services Agreement in force on the Commencement Date will remain in force for the period of that Citrix Product. The Citrix End User Services Agreements can be found at: <https://www.citrix.com/buy/licensing/agreements.html>.



4.3 If Citrix updates the Citrix End User Services Agreement then the Customer accepts the new Citrix End User Services Agreement and agrees to comply with and be bound by such terms on the relevant date of any agreed renewal of the Citrix Product in accordance with paragraph 3.2.

5 SUPPORT SERVICES

Set-Up and Transition

- 5.1 The Company and the Customer shall develop a plan and timetable for the agreed set-up and transitional work for the commencement of the delivery of the Citrix Cloud Services.
- 5.2 No changes shall be made to the set-up and transitional work and timetable unless agreed by both parties in writing.
- 5.3 The parties shall provide each other with such co-operation and assistance as may be reasonably required in order to help ensure that the set-up and transitional work is completed swiftly and effectively.

General

- 5.4 Where requested by the Customer in accordance with paragraph 3.5, the Company will request any additions to the Citrix Products from Citrix on behalf of the Customer. The Customer acknowledges that there is no guarantee that Citrix will approve any such additions. The Company does not commit to provide any such additional Citrix Products or additional licences for the Citrix Products not approved by Citrix.
- 5.5 The Company will investigate errors reported by the Customer where the standard method of performing an administrative or user function in respect of a Citrix Product does not operate as expected or produces an error that cannot be resolved by the Customer.
- 5.6 Where Technical Support from Citrix is deemed by the Company to be required, the Company will raise and manage a support ticket with Citrix.
- 5.7 The Company is not responsible for and has no control over or obligations in respect of Citrix's performance in investigating or resolving any errors or issues raised in respect of the Citrix Products. The Customer acknowledges and agrees that Citrix does not and the Company cannot undertake or guarantee that every question, issue, fault or problem raised by the Company with Citrix will be resolved or resolved in a certain amount of time.
- 5.8 To the extent permitted by law, Citrix's and the Company's entire liability and the Customer's exclusive remedy in respect of any Technical Support and/or Support Services is a re-performance of the Technical Support and/or the Support Services. The Customer acknowledges and agrees that any Technical Support provided by Citrix is provided to the Company and that Citrix does not have any direct obligations to the Customer in respect of Technical Support. The Customer agrees that it is expressly restricted from raising any requests or claims directly against Citrix for Technical Support or for any other support services relating to the Citrix Products and indemnifies Daisy for any attempts to do so.
- 5.9 The Citrix Cloud Services do not include product training or technical consulting.

6 MANAGEMENT SERVICES

- 6.1 Where the Management Services for Citrix are identified as being provided by the Company in the Order Form, the Company will perform updates to the Virtual Delivery Agent ("VDA") that is required for every master image in the Customer's environment, which is the component that enables the Customer's servers for user sessions and communicates with the Citrix cloud connector agent software for session brokering functions and ensures that all servers in an environment are identical, and that there are no version differences between them. Such updates will be performed as a Standard Change in accordance with the Change Management process periodically (normally every 2-4 months, when Citrix will update the VDA to fix bugs and add new features and functionality).
- 6.2 To the extent permitted by law, the Company's entire liability and the Customer's exclusive remedy in respect of any Management Services is a re-performance of the Management Services.

7 EXCLUSIONS

- 7.1 The Citrix Cloud Services in these Specific Conditions do not include any Services required due to problems caused by accident, abuse or use of the Citrix Cloud Services by the Customer in a manner that is inconsistent with these Specific Conditions or the Citrix End User Services Agreement referred to in paragraph 4.
- 7.2 The Company does not represent or warrant that (i) the use of the Citrix Products will be timely, uninterrupted or error free, or operate in combination with any other hardware, software, system or data, (ii) the Citrix Products will meet the Customer's requirements or expectations, or (iii) all errors or defects will be corrected. The Company's entire liability and the Customer's exclusive remedy under this warranty will be, at the Company's sole option and subject to applicable law to provide replacement conforming products or services, including replacement components as required, or to terminate the non-conforming Citrix Cloud Services offering, and provide a pro-rated refund of any prepaid fees for the period from the non-conformance through to the end of the Term.
- 7.3 The Company shall not be obligated to provide or to continue to provide any Citrix Cloud Services during the Term if Citrix, in its sole discretion, has discontinued, suspended or otherwise removed any such services, products and/or software from the services, products and/or software it offers.
- 7.4 The Citrix Cloud Services shall not include any connectivity services and/or any storage and processing of the Customer's or its licensors' data or applications.

8 CUSTOMER OBLIGATIONS

- 8.1 The Customer acknowledges and agrees that the Citrix Cloud Services are provided subject to the Customer agreeing to comply with the terms of this Contract and the Citrix End User Services Agreement in accordance with paragraph 4.
- 8.2 The Customer is responsible for ensuring that the Citrix Products are not used in any way that may breach the terms of this Contract or the Citrix End User Services Agreement referred to in paragraph 4 or infringe the rights of any person whether in statute or common law.
- 8.3 The Customer will provide suitably qualified and/or experienced personnel with whom the Company can liaise for the purposes of providing Citrix Cloud Services.
- 8.4 The Customer is solely responsible for the content of all Customer data and such data remains the responsibility of the Customer at all times. The Company does not and shall not assume any obligations with respect to Customer data or to the Customer's use of the Citrix Cloud Services other than as expressly provided for in this Contract or as required by Relevant Law.

9 CHARGES

- 9.1 The initial Charges for the Citrix Cloud Services are as identified in the Order Form. Citrix Products are charged according to the requested number of licences for the Citrix Product, regardless of actual product usage.
- 9.2 The Charges for any renewal of the Citrix Products will be as agreed between the parties in accordance with paragraph 3.2.
- 9.3 Unless otherwise provided in the Order Form, the Charges for the Citrix Cloud Services are invoiced by the Company monthly in advance, with the first invoice issued by the Company on or around the Commencement Date and monthly thereafter. In the event of the Customer's default under any monthly payment of the Charges for the Citrix Cloud Services, and should such default continue for a period of 30 (thirty) days, then any and all remaining Charges for the Citrix Products for the Fixed Term shall become immediately due and payable by the Customer.
- 9.4 The Charges for the Citrix Products will be increased in the event of any increase in the number of licences applicable to a relevant Citrix Product agreed in accordance with paragraph 3.4, according to the relevant price agreed by the parties as at the date of the relevant increase to the existing Citrix Product.
- 9.5 In the event of termination of this Contract due to the Customer's material breach, any and all remaining Charges for the Citrix Cloud Services for the remainder of the Fixed Term shall become immediately due and payable.

ANNEX 1 – CITRIX LICENCE TERMS

ALL RIGHTS IN THE CITRIX PRODUCTS NOT EXPRESSLY GRANTED ARE RESERVED BY CITRIX OR ITS LICENSORS. Citrix and its licensors own and retain all title, and ownership of the intellectual property rights in and to the Citrix Products, including any adaptations, modifications, translations, derivative works or copies. The Customer is not permitted to (i) attempt to decompile, disassemble, reverse engineer or otherwise attempt to discern the source code of the Citrix Products and/or the CSP Services; (ii) sell, resell, rent, lease, or distribute the Citrix Products and/or the CSP Services (iii) remove, obscure, or obfuscate any copyright, trademark or other proprietary notice, label or marking on the Citrix Products or the CSP Services; or (iv) modify, translate or sublicense the Citrix Products or any portion thereof.

The Customer hereby agrees, that to the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 2009/24/EC on the Legal Protection of Computer Programs) gives the Customer the right to perform any of the aforementioned activities without the consent of Citrix to gain certain information about the Citrix Products, before the Customer exercises any such rights, the Customer shall first request such information from Citrix, notifying the Company, in writing detailing the purpose for which the Customer needs the information. Only if and after Citrix, at its sole discretion, partly or completely denies the Customer's request, shall the Customer exercise its statutory rights.

The Customer shall promptly notify the Company in writing upon discovery of any unauthorised use of the Citrix Products and/or Support Services or of any infringement of a Citrix patent, copyright, trademark, or other intellectual property rights with respect thereto. Citrix shall have the sole and exclusive right to bring an infringement action or proceeding against a third party, and, in the event that Citrix brings such an action or proceeding, the Customer shall cooperate and provide full information and assistance to Citrix and Citrix's counsel in connection with any such action or proceeding.

Citrix warrants that, for a period of ninety (90) days from the date of delivery of the Citrix Products to the Company, the Citrix Products will perform substantially in accordance with the Citrix Products' documentation published by Citrix and included with the Citrix Products. Citrix and the Company's entire liability and the Customer's exclusive remedy under this Contract (which is subject to the Customer returning the Citrix Products to Citrix or a Citrix Authorized CSP Distributor) will be, at the sole option of Citrix and subject to applicable law, (1) to replace the Citrix Products or (2) terminate the Citrix Product licences that do not conform to this warranty and terminate this Contract if no other Citrix Products are being licensed by the Company.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY FOR CITRIX PRODUCTS AND SUPPORT SERVICES, CITRIX AND THE COMPANY MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO CITRIX PRODUCTS, SUBSCRIPTION, AND SUPPORT SERVICES ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE CITRIX PRODUCTS AND SUPPORT SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. THE CUSTOMER ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE CITRIX PRODUCTS AND HARDWARE TO ACHIEVE THE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE CITRIX PRODUCTS AND HARDWARE.

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

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

Citrix agrees to deal with any personal data relevant to Customers users in accordance with applicable data protection laws and regulations and the Citrix privacy policy available on www.citrix.com. Customer acknowledges that Citrix may use such personal data (and other data) and provide it to third parties only in connection with the provision of Citrix products and services to Customer. Customer agrees to obtain any necessary consents from Customer's users for the above purposes.

Citrix does not represent or warrant that (i) the use of the Citrix Products will be timely, uninterrupted or error free, or operate in combination with any other hardware, software, system or data, (ii) Citrix Products will meet CSP's requirements or expectations, or (iii) all errors or defects will be corrected. Citrix's entire liability and Customer's exclusive remedy under this warranty will be, at Citrix's sole option and subject to applicable law to provide conforming Citrix Product services, including replacement components as required, or to terminate the non-conforming SaaS offering, and provide a pro-rated refund of any prepaid fees from the period of non-conformance through the end of the remaining term.

Following notice of any allegation that a Citrix Product infringes upon any patent, copyright or trade secret of any third party (an "Infringement Claim"), or if Citrix believes such a claim is likely, Citrix may at its sole expense and option: (i) procure for CSP the right to continue to market, use and have others use, the alleged infringing SaaS Offering; (ii) replace or modify the SaaS offering to make it non-infringing; or if neither of the foregoing is possible or commercially practicable, or (iii) cancel access to such SaaS offering and refund to CSP any prepaid, but unused fees.

Citrix assumes no liability for any Infringement Claims or allegations of infringement based on: (i) any use of any Citrix Product after notice that use of such Citrix Product should cease due to an Infringement Claim; (ii) any modification of the Product by the Customer or at the Customer's direction; or (iii) the Customer combination of the Citrix Product with non-Citrix hardware, software, services, data or other content or materials, if such Infringement Claim would have been avoided by the use of the Citrix Product alone.

Any data and information uploaded to, processed, used with or archived in CSP's Citrix SaaS account, by CSP or its End User Customers shall be deemed CSP Customer Content as described and covered under the Citrix Terms of Service.

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