Citrix Service Provider Program Guide

CITRIX

Welcome

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

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

- This document to be read in conjunction with the Citrix Service Provider Agreement ("CSP Agreement") as
 entered into between Citrix and the approved CSP. The Citrix Service Provider Program ("CSP Program") allows
 hosting provider companies to license Citrix Products for use in providing hosted services for their end user
 customers ("Customers"), based on a monthly usage model.
- This Program Guide may also be referred to as a Citrix Solution Provider Program Guide or a CSP Program
 Guide. Similarly, the program may be referred to as the Citrix Solution Provider Program or the CSP Program.
- If any part of this Program Guide conflicts with the terms in the CSP Agreement, the terms of the CSP Agreement take precedence.
- This Program Guide comes into effect as of the Effective Date. It replaces all prior versions of the Program Guide. Citrix may announce changes at any time to this CSP Program, which are captured in the Program Guide, including but not limited to changes to benefits and requirements, introduction of new product lines, and changes to product categorization. Such changes to the CSP Program as set forth in the Program Guide take effect thirty (30) days from the date of the announcement, except in Japan where such changes shall take effect sixty (60) days from the date of announcement. The current version of the Program Guide is located at https://www.citrix.com/partnercentral/get-started/benefits-and-programs/citrix-service-provider-program-material/partner-onboarding.html.
- The only binding part of this Program Guide is the content actually set forth in this document and not necessarily the content contained in any of the links.

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Program Overview and Unique CSP Benefits

Program Overview

Membership Period

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

Access to Citrix Products

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

Usage Rights

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

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

Citrix offers two usage models:

- 1. Active Subscriber: Customer logs in to use the CSP service in a given month.
- 2. Provisioned: Citrix Product license was assigned and made available to the Customer.

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

Product Family	Usage Model	Measurement	Product	Definition
Desktop & Apps	Active Subscriber	User Login	XenApp	1
Desktop & Apps	Active Subscriber	User Login	XenDesktop	1
Desktop & Apps	Provisioned	Provisioned User	Workspace Suite	2
Desktop & Apps	Provisioned	Provisioned User	CloudPortal Services Manager	2
Mobility	Provisioned	Provisioned User	XenMobile	2
Mobility	Provisioned	Provisioned Device	XenMobile / Citrix Cloud (only as is generally available from Citrix)	2
Mobility	Provisioned	Provisioned User	ShareFile / Citrix Cloud	2
Cloud Networking	Provisioned	Provisioned Virtual Machine	NetScaler VPX	2
Cloud Networking	Provisioned	Provisioned Virtual Machine	NetScaler SD WAN VPX	2
Cloud Networking	Provisioned	Provisioned Virtual Machine	XenServer	2
Cloud Networking	Provisioned	Physical Servers	XenServer	2
Cloud Networking	Provisioned	Total 2-Socket Connections	XenServer	2

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

Usage Model Definitions

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

Tiered Discounts for Citrix Products*

The following tiered discount schedule is available for specified Citrix Products to CSPs who meet the volume requirements outlined below on a monthly basis:

XenApp, XenDesktop, CloudPortal Services Manager, ShareFile

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

NetScaler VPX, NetScaler SD WAN VPX, XenServer (version 6.1 & earlier)

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

XenServer (6.2 & later)

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

^{*}The above tiered pricing does not apply to CloudPlatform products. The above are suggested discount levels. The CSP Distributor will determine the discount level provided to the CSP partner.

Server Environment

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

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

Server Software and Client Software

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

Additionally, you have the right to:

- Store instances of the server software and client software on any of your servers or storage media, solely to exercise your right to run instances of the software as is permitted under the CSP Agreement.
 - The hosting environment must be distinct and separate from any environment

where Citrix perpetual and/or annual term products are being used for internal use or hosting purposes other than the provisioning of CSP Services.

- Create a mirror of your production environment, including the license server, for the purposes of disaster recovery and/or lab/test environment.
- Single application delivery: The single application delivery reporting SKU enables the use of a Citrix Product that is classified on the Citrix CSP Price List as a CSP Premium Product, which is only being used to deliver a single executable application to an End User Customer. Please note, if this single application delivered utilizes another application for reporting, analysis, etc. it will be considered a single application only as long as the second application is available solely as a function of the single application. If additional applications are delivered through usage of a Citrix Product, the single application SKU should not be used, rather the standard reporting SKUs should be used.

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

CSP Partner Use and Not for Resale licenses:

Citrix Service Providers are authorized to use their CSP licenses to support development, test and demonstration of their production CSP environment at no charge. CSP is required to report all such usage and shall indicate the type of usage on its monthly reports. The availability of trial subscriptions for SaaS offerings is set forth in the then current Citrix Terms of Service.

Government and Education Pricing:

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

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Summary of Unique CSP Benefits

Unique Benefits	CSP Program
Evaluation Software	Yes
Technical Support	Yes
Version Upgrades and Feature Updates	Yes
Custom Page	Yes
Business and Technology Associates	Yes

Unique Benefits Detail

Evaluation Software

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

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

Technical Support

You are eligible for free Citrix Customer Success Select offering¹ ("Select Offering") as long as you reach the Minimum Threshold: \$300 paid to Citrix through your Citrix Authorized CSP Distributor each month of a quarter, totaling \$900 for the quarter. The Minimum Threshold needs to be either: 1) based on actual usage calculated against the then current Citrix price list, or 2) achieved in each reporting geography per the report you submit for each Citrix named geography. If your submitted reports show you met or exceeded the Minimum Threshold the previous quarter, you will be provided the Select Offering through the next quarter at no additional charge. This will be measured on a quarterly basis. Notwithstanding the above, the support offered for SaaS offerings are set forth in the Services Descriptions and the Minimum Requirement does not apply to SaaS offerings.

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

If You are receiving the Select Offering, You will also receive exclusive access to a number of new products and service features as is included as part of the Select Offering. These features include responsive times for the industry, access to deep technical expertise to plan for everything from deployments to upgrades, access to our entire catalog of commercial eLearning, access to Consulting best practices, and tools and cloud solutions to assist with optimization, configuration, and basic monitoring. To view the full list of features and descriptions, visit the Select Fact Sheet located at www.Citrix.com

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

- If you do not meet the Minimum Threshold for the previous quarter, you can choose to purchase Select Offering for the next quarter. Otherwise, support will be immediately terminated.
- If you are a new CSP who has not yet established the Minimum Threshold, you have the option to purchase Select Offering.
- Purchases of Select Offering will be based on the then current applicable CSP price list available from your CSP Distributor.

Version Upgrades and Feature Updates

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

Custom Page

A <u>custom CSP page</u> offers a wealth of DaaS-specific resources in one centralized location. Here you will find the technical and business resources you need to build your own highly differentiated, customized DaaS solutions. You'll find details on monthly pay-as-you-go licensing, a reference architecture, and prescriptive business and marketing resources.

Business and Technology Associates

Citrix has already created for you a <u>list of trusted companies</u> that offer services tailored to the desktop and application hosting market and that understand the Citrix Service Provider Program.

Additional Citrix Partner Benefits

Summary of Additional Benefits

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

Additional Benefits Detail

Partner Central

<u>Partner Central</u> allows you to connect with the <u>Citrix Community</u>, read <u>Partner Success Stories</u>, review the <u>Business Conduct Standards</u>, use the <u>Leads and Rewards tool</u> to accept leads from Citrix, and more.

SalesIQ

Your Partner Central login credentials give you free access to a sales enablement platform called <u>Sales IQ</u>, where you can quickly find rich content such as:

- Current global and regional <u>promotions</u> to help you price Citrix offerings competitively
- Information on key <u>strategic projects</u> that bring together products, services and intellectual capital from Citrix and strategic partners to solve complex business problems
- Information on <u>tactical projects</u> that solve specific customer problems through one or more Citrix solutions
- Industry-targeted solutions for verticals such as:
 - o <u>Healthcare</u>
 - o **Education**
 - Financial Services
 - Small and Medium Businesses
- Competitive Intelligence to help you effectively position Citrix within the technology industry and clearly explain our competitive advantages in every market we serve
- A <u>Customer Reference Database</u> with the latest examples of Citrix customer success, including new customer case studies, customer-focused white papers, videos, and group Customer Reference Forum calls
- <u>Demo and POC Central</u>, where you will find demo best practices, Proof of Concept (POC) kits, setup guides, tips, tricks, and templates for all Citrix products
- The <u>Citrix Sales Conversation Kit</u> teaches you how to deliver the Citrix Sales Conversation in a confident and compelling way
 - The kit gives you what to say, and what to show
 - By delivering a tailored conversation instead of a generic presentation, you can quickly establish credibility with your audience, differentiate yourself from the competition, and proceed more rapidly from initial discussion (concepts) to first sale (or purchase order)

MarketingIQ

<u>MarketingIQ</u> enables you to quickly and easily create customized go-to-market campaigns at no charge, allowing you to generate leads without impacting your marketing budget. Just choose one or more available campaigns, and follow the steps to create and launch your own customized campaign. MarketingIQ also offers:

- A Resource Library, where you can leverage all the assets and materials around our targeted key play value propositions and solutions
- An Event Center, where you can plan, execute, manage and promote your own customer events from invite to follow up.
- Full Service Marketing, connecting you with Citrix certified vendors who can support turn-key marketing activities
- Campaign metrics driven by executed emails and landing pages, including leads, unsubscribes, bounces, and more.

Contact MarketingConciergeWW@citrix.com with any questions you might have.

Citrix Solution Showcase

The Citrix Solution Showcase offers you a hands-free way to drive effective lead generation through your website and social media accounts. Register for the Citrix Solution Showcase program and start using two powerful marketing tools at no cost to you:

- <u>Citrix Syndication</u>: Citrix will provide pages of online content that assist with lead generation. Fast and simple to implement, Citrix Syndication provides your customers with the information and materials they need in those initial, crucial phases of awareness in the buyer's cycle. Targeted around Citrix products and solutions, content is filled with lead-generating resources such as whitepapers, solution briefs, videos, and customer testimonials.
- <u>Citrix Social Syndication</u>: The role of social media in today's marketing has grown considerably over the past few years. Unfortunately, the common challenge for many businesses is dedicating the time, effort, and skills needed to curate or develop relevant and unique content. Let Citrix Social Syndication provide you with assistance, arming you with a consistent library of social-ready posts for free. <u>Social Media Tools</u> are also available.

Participation in Citrix Syndication and Citrix Social Syndication is highly recommended for all Partners. Register now or visit the <u>Info Center</u> for more information.

Partner Communications

Emails from Citrix are designed to keep you fully informed, providing the latest news about program benefits, promotions, product updates, and events in a regular and consistent way.

Newsletters and social media channels help you to stay in touch while allowing you to send your questions and comments to us, facilitating a two-way dialogue.

- Email: Your contacts, registered through the <u>Update Locations</u>, <u>Contacts</u>, <u>and Memberships</u> tool, will receive emails concerning Citrix products, program benefits, and/or requirement changes. These communications are vital in assuring you have the latest information when working with customers, so you will not be able to opt out of them. However, you are free to opt out of communications regarding special promotions and upcoming events (see the <u>Citrix Privacy Policy</u>.)
- Newsletters: Read <u>Partner News Worldwide</u> each month for the latest information to help you grow your business. Regional newsletters for the Americas, APAC, Central Europe, and other regions are also available, and past issues are archived in Partner Central for your convenience. Other newsletters include Tech News, Service Provider News, and Citrix Ready News. See <u>Partner Newsletters</u> for both current and archived issues.
- Social Media Channels: As a Citrix partner, your success is our success. Take full
 advantage of the opportunities our partnership can provide you. Follow us and receive
 the latest partner news real time.
 - On LinkedIn, the <u>Citrix Partner Network</u> highlights the latest partner events, resources and programs.
 - Follow <u>Citrix on Twitter</u>, where partner-centric accounts include:
 - @Citrix Partners: Partner news for all Citrix partners worldwide
 - @CitrixLicensing: The latest updates related to Citrix licensing programs
 - @CitrixSpecial: The latest updates related to the Citrix Specialist program
 - @CtxSyndication: Citrix Syndication and WW Partner Marketing updates
 - <u>@CtxMarketingIQ</u>: Demand generation campaigns/updates
 - @CitrixAMPartner: North America Partner updates
 - @Citrix_LAC_CSA: LAC Solution Advisor updates
 - Connect with us through <u>Facebook</u>, <u>Pinterest</u>, or <u>Google+</u>.
 - Subscribe to the Citrix Blog

Partner Locator Listing

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

Partner Badge and Citrix Logo

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

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

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

- <u>Citrix Summit</u>: the premier global event to learn about the latest virtualization, networking
 and cloud computing solutions. During two intensive days of technical education, handson training and marketing sessions, attendees will gain valuable knowledge, selling skills
 and competitive strategies to help win customers and grow business. All partners are
 encouraged to attend Citrix Summit. Fees apply.
- <u>Citrix Synergy</u>: an open, global conference where customers, analysts, partners, architects, consultants and product experts converge to see how virtualization, networking and cloud technologies work together to make businesses more agile and efficient, while boosting productivity and employee satisfaction. Synergy is an incredible opportunity for you to bring your prospects and customers to learn about the latest solutions from Citrix, receive training, and hear customer success stories. Fees apply.
- Live Training Events from Citrix: Citrix offers a variety of exclusive partner training
 events and educational seminars year round, in addition to training available from Citrix
 Education. For your convenience, <u>virtual instructor-led training</u> is available online, and inperson training sessions are held live in major cities around the world. An online
 calendar of events is available for the <u>Americas</u>, <u>EMEA</u>, and <u>APAC</u>, or contact your local
 Citrix team/Citrix authorized distributor for details. Fees apply
- Classroom Training through CALCs: You can purchase and attend classroom training sessions led by certified instructors at Citrix Authorized Learning Centers™ (CALCs) all over the world. These instructors and facilities offer a consistent level of excellence and must meet rigorous requirements to offer you the best classroom experience. To search and register for available training in your area, visit training.citrix.com (Americas, EMEA, APAC) or www.citrix.co.jp/education (Japan.) Fees apply
- Custom Training: When your team needs training tailored to meet your specific project goals or environment, partner with <u>Education consultants</u> to custom-build an impactful learning experience. Fees apply. Enabling cost savings for as few as 5 students, this option:

- Leverages Citrix in-house resources and specifications from your Citrix environment to build your curriculum
- Is offered at your site, or any location of your choice
- Is delivered by expert Citrix Certified Instructors with in-depth product knowledge and first-hand field experience

On-Demand Training Courses and Materials

Through your internet connection, you have full access to online training courses and educational materials to help you learn at your pace, on your schedule.

- <u>Product Overviews</u>: Looking for product overviews that cover key features and functionality? Get this information and more with free on-demand training on Citrix products and solutions – free training at your fingertips.
- <u>Self-Paced Online Training</u>: Hands-on training on multiple topics is available whenever and wherever you want to complete it – all through your internet connection. A robust technical curriculum and hosted lab environment are available 24 hours a day, 7 days a week. Fees may apply
- Webinars on Demand: Choose from a library of recorded webinars available to you on demand. See <u>Partner Events and Webinars</u> or <u>APAC Enablement Training – Webcast</u> <u>Replays</u>. Citrix Service Providers can also find an extensive array of on-demand business and technical <u>CSP webinars</u> specifically designed to help drive success.
- Collateral from the <u>Citrix Solutions Lab</u>: What's the best way to implement Citrix solutions in demanding customer environments? We gathered input from customers, partners, and our Citrix product teams to build "real world" solutions that are relevant to your needs. The result of our efforts is solutions-focused collateral in the form of Reference Architectures, Design Guides, and White Papers, focused on end-to-end Citrix Solutions. Watch a <u>YouTube video</u> to learn more.
- Articles and Insights: Gain access to the latest trends in Desktop Virtualization, Workforce Mobility, App Delivery and Management, Cloud Networking, and Collaboration.
- <u>Training Videos on Citrix TV</u>: Your Partner Central login credentials give you access to Citrix TV, where you can view hundreds of videos on demand. From the home page, you can browse the Latest Videos, Most Watched videos, or most Popular Series. Or use the Search functionality to find specific topics (e.g., <u>NetScaler ACI Workflow Videos</u>.)
- <u>Citrix Channel on YouTube</u>: More than <u>200 how-to videos</u> are available to you, along with <u>Citrix Customer Testimonials</u> and a wide variety of other topics.
- <u>Citrix eDocs</u>: This comprehensive library contains technical documentation for Citrix solutions and technologies. Use either the Search feature or table of contents to find

what you need, including release information, core concepts, system requirements, installation and how-to articles, and more. You can share, print and/or save the content you use frequently. If you need help using or navigating the site, see How to use eDocs.

Available Certifications

Take advantage of available Citrix certifications such as:

- <u>Citrix Certified Sales Professional (CCSP)</u>: CCSP equips you with the knowledge needed to articulate the Citrix vision and successfully sell Citrix core technologies by addressing customer needs, overcoming major sales objections and leveraging best practices. As a benefit of our program, you receive unlimited access to all sales courses online at no cost, 24/7.
- <u>Certification in Virtualization, Networking, or Mobility</u>: Citrix certifications are solutions-based, reflecting the evolving needs of IT professionals and organizations. As a certified associate, professional or expert, you are recognized as having proven real-world skills and experience required to deliver successful Citrix solutions. To register for a certification exam, visit www.pearsonvue.com/citrix.

Demo Center

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

Also available for purchase on a monthly subscription basis is access to the Citrix Demo Center, which runs in SoftLayer's cloud datacenters around the world. You are eligible to receive a partner discounted rate for any such purchases. Here's why this model is economical and practical:

- Competitive advantage. The Demo Center keeps pace with the rapid changes in Citrix technology, which can be very difficult to do on your own.
- Capital cost savings. Compared to investing capital in your own demo environment –
 hardware, software, staffing the Demo Center is a tremendous bargain. And the
 monthly subscription model makes it easy to plan and budget.
- Greater productivity. Maintaining your own demo environment typically requires taking a sales engineer out of the field to be a dedicated resource, you can empower rather than hamper your technical team by providing each SE with access to his or her own Demo Center environment.
- Reduced TCO. The Demo Center cuts costs of your demo practice by freeing your business from ongoing updates, hardware refreshes, technical support, and training.

If you're ready to demo the way Citrix employees do, complete the <u>free training</u> and register for an account in the <u>Demo Center</u> so you can try out and purchase access to the Demo Center.

Apply for Citrix Technology Professionals Program

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

- Sharing insights on web sites and contributing to online discussions (e.g. <u>Citrix forums</u>, <u>Citrix Developer Network</u>)
- Creating or fostering active communities of Citrix users (e.g., <u>Citrix User Groups</u>)
- Publishing technical documentation, articles, or books
- Offering technical expertise in the field
- Speaking at IT conferences

New candidates and current <u>awardees</u> are reviewed annually, and evaluations are based on recent community contributions. To be considered for the CTP Program, <u>submit an application</u>. If you have questions about the CTP Program, please email <u>CTPnomination@citrix.com</u>.

CSP Program Requirements

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

Initial Requirements

Qualifications

In order to qualify for the CSP Program, participants must meet the following qualifications:

- Current membership in Microsoft SPLA program if hosting Citrix XenApp and/or XenDesktop on premise licenses.
- A current ongoing hosted business with hosted paid third party customers.
- Citrix CSP may not be a current Citrix Authorized Distributor or a Citrix Authorized CSP Distributor

Certifications

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

Citrix Service Provider Certification Requirements

Two (2) employees must complete CSP Learning Path 1 employee must complete Professional (CCP-V)

Please note: Any partner not meeting certification requirements are required to use Citrix Smart Tools (specifically Citrix Smart Check) to verify their hosting environment is configured according to the requirements of this CSP Program.

You are required to maintain certified personnel as specified above at all times in each country where you are hosting services. Citrix understands that sometimes key resources with certifications leave your company and you need time to hire new resources. If any of your certified Citrix professionals are terminated or terminate their employment with you and this change causes you to no longer meet your membership requirements, please notify the CSP Program Office at csp@citrix.com. You have ninety (90) days to establish the two trained personnel as is required hereunder. If this requirement is not met, Citrix may immediately terminate your membership.

Executed Citrix Service Provider Agreement

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

Marketing

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

Citrix License Usage Insights Service

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

Learn more about LUI.

Service(s) available to Citrix for testing/support

You must grant Citrix access to your CSP Services for required testing to provide support.

Ongoing Requirements

Responsibility for Your Accounts

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

Reporting

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

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

There is a minimum usage reporting amount required to remain in the CSP Program. Within six (6) months from the effective date of the CSP Agreement, Citrix must receive at least a minimum of \$100.00 per month in product usage reported ("Minimum Usage Amount"). If You do not report the Minimum Usage Amount (either directly to Citrix or through your CSP Distributor), Citrix will terminate your CSP Agreement in accordance with the termination for breach provision of the CSP Agreement and your participation in this CSP Program. If You have been meeting the Minimum Usage Amount and You subsequently lose your End User Customer(s) enabling You to achieve the Minimum Usage Amount, You will have three (3) months to re-achieve the Minimum Usage Amount. Since the CSP Program is free to join, any partner wishing to leave the CSP Program to avoid reporting the minimum requirement is encouraged to do so and re-join the CSP Program at a later time when You have an End User Customer(s) to onboard allowing You to achieve the Minimum Usage Amount.

Please note: Any Customer with over 500 users per month must be reported with name and full address for sales compensation purposes to ensure support from the Citrix field organization. Upon approval from Citrix WW CSP Program Manager, Partners who deliver service in multiple Citrix geographies can identify annually a single Distributor through whom they can aggregate and report usage across all geographies collectively. These Partners are required to abide by the following terms and conditions:

- Select a single Distributor globally (change of Distributor will require a 90 day notification period and approval by Citrix).
- Submit purchase order and usage report by the 10th of every month

• Ensure that usage report contains end user customer name, country / state and reporting SKU and quantity of prior month usage. This is critical to support field sales alignment across all geographies.

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

Partner Profile & Membership

You must complete an annual partner profile regarding your CSP Services, which will enable Citrix to provide better support. You will be required to provide Citrix with the business, marketing, sales and technical contacts that will be the primary contacts in the respective functional areas for the CSP Program.

Membership Renewal

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

- You will choose a Citrix Authorized CSP Distributor and remain with that distributor throughout the renewed membership period.
- You will place a new stocking order with your Citrix Authorized CSP Distributor to replenish Citrix Product licenses. The CSP licenses you received are 27 month term licenses. You must order new license entitlements and replace the original entitlements on your license server(s) at renewal or at the latest before the end date of the 27-month term license in order to continue using Citrix products and provide CSP Services without interruption. For SaaS, expiration dates are based on the purchased and committed term, which must be renewed in order to continue using the Citrix SaaS without interruption.

SaaS and Citrix Cloud

All SaaS offerings shall be subject to the terms and conditions of Attachment II, Part B. The Citrix Cloud offering will be subject to the additional terms and conditions of Attachment II, Part A and Part B.

Appliance Offerings

CSP may purchase Appliances subject to the additional terms and conditions of Attachment III.

Attachment 1: Technical Support Description

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

- 1. Citrix Responsibilities. Citrix will provide the following where applicable:
 - 1.1. Service Delivery: All services will be provided remotely from Citrix to CSP locations. In addition, all services will be provided in the English language unless otherwise agreed to by CSP and Citrix in writing.
 - 1.2. Select Offering: Support includes problem resolution services for technical issues involving the Citrix Products in accordance with the Citrix Product Support Lifecycle policy at <u>www.citrix.com</u>.
 - a. Incident Submission and Resolution. An "incident" is defined as a single Support issue and reasonable effort(s) needed to resolve it. A single Support issue is a problem that cannot be broken down into subordinate problems. If a problem consists of subordinate problems, each subordinate problem shall be considered a separate incident. Before Citrix provides support for an incident, CSP and Citrix's Support engineer(s) must agree on what the problem is and parameters for an acceptable solution. An incident may require multiple telephone calls and off-line research to achieve final resolution. The incident severity will determine the response levels within Citrix and the estimated engineer response times are defined in the table on Exhibit I.
 - b. Remote Access. As part of the resolution process, Citrix may access CSP's system via remote access to analyze problems and CSP will be informed prior to conducting this service. Citrix may provide CSP with software to assist with problem diagnosis and/or resolution. Any information reviewed by Citrix shall be deemed confidential in accordance with the confidentiality obligations as set forth in the CSP Agreement.
 - c. Engineering Support. In situations where Citrix cannot provide a satisfactory resolution to CSP's critical problem through normal Support methods, Citrix may engage its product development team to create a private fix to the Citrix Product in accordance with the Citrix End of Life Policy. Limited regression testing is performed on private fixes, which are released to CSP once CSP has verified the private fix has resolved the issue and additional regression testing is complete. Private fixes are designed to address a specific CSP situation and may not be distributed by CSP outside the CSP organization without written consent from Citrix. Citrix retains all right, title and interest in and to all private fixes.

- d. Multivendor Coordination. Citrix will work with CSP's other key partners to resolve problems in a heterogeneous environment. When problems reported on the Citrix Products involve interactions with other vendors' products, and CSP has a support agreement with that vendor, Citrix will share diagnostic information and collaborate to provide a solution.
- e. Onsite Support. This Exhibit does not include onsite Support. In critical situations, CSP may request onsite Support as a separate and distinct billable service, subject to a separate agreement between Citrix and CSP. Onsite Support is subject to Citrix resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem. Where on-site visits are mutually agreed, CSP will be billed for reasonable travel and living expenses in accordance with CSP's travel policy.
- CSP Responsibilities. This Section describes the roles and responsibilities required by CSP.
 Citrix's performance is predicated upon the following responsibilities being fulfilled by CSP in
 accordance with this Attachment:
 - 2.1. CSP will designate a Customer Support Manager ("CSM") who will be the primary administrative contact associated with this Attachment.
 - 2.2. If CSP does not have a company PIN, CSP will designate Named Contacts (including a CSM) and each Named Contact (excluding CSM) will be supplied with an individual service ID number for contacting support.
 - 2.3. Citrix recommends that CSP has the Named Contacts be Citrix certified to assist in the procurement of support.
 - 2.4. CSP may be asked to perform problem determination activities as suggested by Citrix, including performing network traces, capturing error messages, and collecting configuration information. CSP may also be requested to perform problem resolution activities including changing product configurations, installing new versions of software or new components, or modifying processes. CSP agrees to cooperate with such requests.
 - 2.5. CSP is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and for reconstructing any lost or altered files resulting from catastrophic failures.
 - 2.6. CSP is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware at CSP's site and providing Citrix with access to CSP's facilities as required to operate the Citrix Products and permitting Citrix to perform the service called for by this Attachment.

- 2.7. CSP is required to implement all currently available Upgrades to the Citrix Products in a timely manner; failure to do so may impact Citrix's ability to provide the support. As used herein, "Upgrades" means any new updates and any other relevant private fixes (which are not part of updates).
- 2.8. Unless otherwise agreed to under the CSP Agreement, CSP agrees to pay the support price within thirty (30) days from invoice date. All purchases under this Attachment are final with no right of refund.
- 3. EXCLUSIONS. Citrix is not required to provide any support relating to problems arising out of (i) CSP's or any third party's alterations or additions to the Citrix Products' operating system or environment that adversely affects the Citrix Products; (ii) Citrix provided alterations or additions to the Citrix Products that do not address Errors or Defects; (iii) any functionality not defined in the Citrix Products' documentation published by Citrix and included with the Citrix Products; (iv) use of the Citrix Products on a processor and peripherals other than the processor and peripherals defined in the documentation; (v) Citrix Products that have reached End-of-Maintenance; and (vi) any consulting deliverables from any party. An "Error" is defined as a failure in a Citrix Product to materially conform to the functionality defined in the documentation. A "Defect" is defined as a failure in a Citrix Product to conform to its specifications in the documentation. Technical Support does not include development work on software not licensed from Citrix or development work for enhancements or features that are outside the documented functionality of the Citrix Products. CSP may request consulting and/or development work from Citrix as a separate, billable service.
- 4. TERM. The terms set forth under this Attachment shall apply to the purchased support, or for the support CSP is eligible to receive according to the Program Guide. Notwithstanding the foregoing, CSP shall be under no obligation to renew any support it purchased. Citrix reserves the right to increase prices or change the description of services as to any renewal period upon sixty (60) days advance written notice. Citrix also reserves the right to make available new offerings at any time during its term (as posted on www.citrix.com).

Exhibit I
Incident Severity and Response Times

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

CSP Responsibilities:

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

Attachment II

Part A. Citrix Cloud

- 1. Citrix has a new hosted set of cloud services called Citrix Cloud, with associated SKUs ("Citrix Cloud"), which are subject to the additional terms and conditions of this Attachment II. Citrix grants CSP a non-exclusive right to purchase subscriptions in Citrix Cloud enabling CSP to provide hosted services to their End User customers ("CSP Services"). For all purchases of Citrix Cloud, CSP must place a separate purchase order with its Citrix CSP Distributor, for each named company that is an End User customer ("Named Customer") that CSP desires to provide CSP Services leveraging Citrix Cloud. Each purchase order must identify the Named Customer receiving access to the Citrix Cloud subscriptions, and must identify the number and type of subscriptions being purchased.
 - a. Citrix Cloud is offered as user and/or device subscriptions.
- b. A minimum number twenty-five (25) user and/or device subscriptions ("Minimum Commitment") must be initially purchased. The Minimum Commitment amount is per subscription type per Named Customer, not cumulative across both user and device subscriptions or across Named Customers.
- c. Each purchase of a device or user subscription is for a non-cancellable twelve (12) month commitment ("Commitment Term"), however, payments are due monthly and are non-refundable. Purchased device and user subscriptions over the Commitment Term can increase, resetting the Minimum Commitment for the duration of the Commitment Term. However, for each Named Customer, the Minimum Commitment cannot be decreased during the Commitment Term. If CSP wants to increase the Minimum Commitment, CSP shall place an additional purchase order according to the terms of this Attachment II. For purposes of example only, if fifty (50) user subscriptions are ordered on April 1st, CSP has committed to a monthly payment of fifty (50) users until March 31st of the next year. For purposes of clarity, CSP is obligated to pay Citrix the full amount owed for the Commitment Term (including any increase).
- 2. Citrix Cloud shall be included under the definition of SaaS under the CSP Agreement. The additional terms as set forth under Part B of this Attachment II will also apply to Citrix Cloud.
- 3. If the CSP Agreement expires or is terminated (except due to CSP's material breach of the CSP Agreement), CSP may continue to provide the CSP Services using Citrix Cloud, based on the terms and conditions of the CSP Agreement and this Attachment II through any already established Commitment Time with a Named End User Customer, and CSP shall remain responsible and obligated to pay for all monthly amounts due under the accepted purchase order for the duration of any Commitment Time. In the event of a default under any monthly payment, and should such default continue for a period of thirty (30) days, then any and all remaining payment amounts shall become immediately due and payable. In the event of termination of the Agreement due to CSP's material breach thereof, any and all remaining

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

Part B. SAAS Offerings

- 1. The warranty provided under the CSP Agreement will not apply to SaaS, rather the following warranty shall apply: Citrix warrants that the SaaS offering, including without limitation any components delivered with SaaS, will materially conform to the Citrix Services Description available at https://www.citrix.com/buy/licensing/saas-service-descriptions.html. Citrix does not represent or warrant that (i) the use of SaaS will be timely, uninterrupted or error free, or operate in combination with any other hardware, software, system or data, (ii) SaaS will meet CSP's requirements or expectations, or (iii) all errors or defects will be corrected. Citrix's entire liability and CSP's exclusive remedy under this warranty will be, at Citrix's sole option and subject to applicable law to provide conforming SaaS services, including replacement components as required, or to terminate the non-conforming SaaS offering, and provide a prorated refund of any prepaid fees from the period of non-conformance through the end of the remaining term.
- 2. The remedy provided under the CSP Agreement, Indemnification Section, Indemnity Obligations by Citrix, shall not apply to SaaS, rather the following shall apply: Following notice of an Infringement Claim, or if Citrix believes such a claim is likely, Citrix may at its sole expense and option: (i) procure for CSP the right to continue to market, use and have others use, the alleged infringing SaaS Offering; (ii) replace or modify the SaaS offering to make it non-infringing; or if neither of the foregoing is possible or commercially practicable, or (iii) cancel access to such SaaS offering and refund to CSP any prepaid, but unused fees.
- 3. Any data and information uploaded to, processed, used with or archived in CSP's Citrix SaaS account, by CSP or its End User Customers shall be deemed Customer Content as described and covered under the Citrix Terms of Service. Such data and information shall never be deemed Confidential Information under the CSP Agreement.
- 4. Each End User Customer shall own the Customer Content contained in their applicable SaaS account. Following the termination of the SaaS services provided under the CSP relationship for any reason, the End User Customer shall own both their Customer Account and any other account specifically associated with that End User Customer to the extent that End User Customer elects to purchase SaaS offerings from another CSP or from Citrix, as is currently offered.

Attachment III

CSP may purchase Citrix SD WAN zero capacity appliances (each defined as "SD WAN Appliance") under the terms of the CSP Agreement. Zero Capacity Appliance only includes sale of the hardware, and requires separate licensing and downloading of the SD WAN VPX software ("Software") on a monthly basis according to the terms of your CSP Agreement. All purchases of SD WAN Appliances and Software will continue to be made through your selected CSP Distributor. Each SD WAN Appliance and corresponding Software licenses purchased may only be used to provision CSP Services to a named End User Customer. CSP must provide on its monthly report identification of each End User Customer.

For each full appliance use (including hardware and software) desired, CSP shall submit two purchase orders to its selected CSP Distributor; one for the Citrix SD WAN Appliance, and the other for the corresponding Software. The purchase order for the Software shall be for a one year purchase commitment, requiring a separate download and installation. Software usage requires monthly reporting and payment according to the terms of your Agreement. CSP must order Appliance Maintenance services from your selected CSP Distributor for so long as CSP is purchasing monthly Software license usage, according to Citrix's then current Appliance Maintenance Services description at www.citrix.com. For so long as CSP is purchasing the monthly Software licenses, support (including updates) for the Software is included.

Software licenses purchased as part of an Appliance purchase under the CSP Program shall be a non-cancellable twelve-month commitment ("Commitment Time"). All Software usage, is subject to monthly reporting and subsequent monthly payments that are non-refundable. Reported amounts over the Commitment Time can increase, resetting the minimum committed amount for the duration of time remaining in the Commitment Time. However, for each named End User Customer, the minimum committed amount cannot be decreased during the Commitment Time. If CSP wants to increase the minimum committed amount, CSP should download and install the higher capacity licenses and indicate such on their next monthly report.

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

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

amounts shall become effectively due and payable to the selected CSP Distributor through the end of the Commitment Time. Citrix reserves the right to suspend or terminate CSP's right to use the Software for non-payment, which is not remedied according to the Termination for Breach section of the CSP Agreement.

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

This Appliance offering may only be available from participating CSP Distributors. As is available, pricing will be provided by your selected CSP Distributor. Applicable shipping terms for all purchase of SD WAN Appliances shall be based on the shipping terms made available by your selected CSP Distributor. Citrix shall use reasonable efforts to meet the delivery dates requested by CSP, but shall not be liable for failure to do so.