

STATE OF VERMONT
Department of Information and Innovation

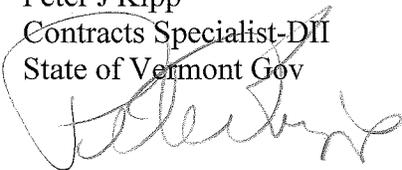
It is hereby agreed by the State of Vermont, Department of Information and Innovation (hereafter called the "State") and Citrix Online, LLC, with its principal place of business at 7414 Hollister Ave, Goleta, CA 93117 (hereafter called the "Contractor") that the contract between them commencing 10/2/2014, Contract # 23455, is hereby amended as follows:

All Contract Provisions in Contract 23455 and amendments have been transferred to Contract 27832.

- I. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Except as modified by this File memo, all provisions of the original contract and amendments will remain in full force and effect.

Peter J Kipp
Contracts Specialist-DII
State of Vermont Gov



STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (8/22/11)

Note: All sections are required. Incomplete forms will be returned to department.

I. CONTRACT INFORMATION:

Agency/Department: AOA/ DII Contract #: 27832 Amendment #: 1
 Vendor Name: Citrix SYSTEMS INC VISION Vendor No: 27454
 Vendor Address: 251 W Cypress Creek Rd, Ft Lauderdale, FL
 Starting Date: 10/2/14 Ending Date: 10/31/2016 Amendment Date:
 Summary of agreement or amendment: Online Collaboration Services Addon. The following describes the Services offered by Citrix Online and shall apply to any Services ordered by Customer under this Services Order: GoToMeetings; GoToTraining; GoToWebinar; GoTo Webcast Audio; GoTo Webcast Video

II. FINANCIAL INFORMATION

Maximum Payable: \$240,000.00 Prior Maximum: \$ Prior Contract # (If Renewal):
 Current Amendment: \$ Cumulative amendments: \$ % Cumulative Change: %
 Business Unit(s): ; ; - [notes:] VISION Account(s): ;

III. PERFORMANCE INFORMATION

Does this Agreement include Performance Measures tied to Outcomes and/or financial reward/penalties? Yes No
 Estimated Funding Split: G-Fund % S-Fund % F-Fund % GC-Fund % Other 100.00 %

IV. PUBLIC COMPETITION

The agency has taken reasonable steps to control the price of the contract or procurement grant and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:
 Standard bid or RFP Simplified Bid Sole Sourced Qualification Based Selection Statutory

V. TYPE OF AGREEMENT & PERFORMANCE INFORMATION

Check all that apply: Service Personal Service Architect/Engineer Construction Marketing
 Information Technology Other, describe:

VI. SUITABILITY FOR CONTRACT FOR SERVICE

Yes No n/a If this is a Personal Service contract, does this agreement meet all 3 parts of the "ABC" definition of independent contractor? (See Bulletin 3.5) If NO, then contractor must be paid through Payroll

VII. CONTRACTING PLAN APPLICABLE:

Are one or more contract or terms & conditions provisions waived under a pre-approved Contracting Plan? Yes No

VIII. CONFLICT OF INTEREST

By signing below, I certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

IX. PRIOR APPROVALS REQUIRED OR REQUESTED

Yes No Agreement must be approved by the Attorney General under 3 VSA §311(a)(10) (personal service)
 Yes No I request the Attorney General review this agreement as to form
 No, already performed by in-house AAG or counsel: _____ (initial)
 Yes No Agreement must be approved by the Comm. of DII; for IT hardware, software or services and Telecommunications over \$100,000
 Yes No Agreement must be approved by the CMO; for Marketing services over \$15,000
 Yes No Agreement must be approved by Comm. Human Resources (privatization and retiree contracts)
 Yes No Agreement must be approved by the Secretary of Administration

X. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information:

E-SIGNED by Darwin Thompson
 on 2013-May-03

Date	Agency / Department Head	Date	Agency Secretary or Other Department Head (if required)
Date	Approval by Attorney General	Date	Approved by Commissioner of Human Resources
Date	CIO	Date	Secretary of Administration

D.T.



Vendor ID 0000017454
Citrix Systems, Inc
851 W Cypress Creek Rd
Ft Lauderdale FL 33309
USA

Contract ID 0000000000000000000027832		Page 1 of 2
Contract Dates 10/02/2014 to 10/31/2016		Origin DII
Description: Citrix Online Services		Contract Maximum \$240,000.00
Buyer Name Kipp, Peter J	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Contractor's hosted 'software as a service' Collaboration Services and provides all other services and training necessary for State's productive use (the 'Services'). Services are described in Attachment A and Attachment E, Exhibit A.	JOB	1.00000	0.00	240,000.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

MASTER AGREEMENT FOR CITRIX ONLINE SERVICES Old contract 23455-4
 Contract dollars being extended and additional years to 2016.

1. Parties. This is a contract for services (the 'Contract' or 'Master Agreement' or 'Agreement') between the State of Vermont, Department of Information and Innovation (hereafter called 'State' or 'Customer'), and Citrix Online, LLC, with its principal place of business 7414 Hollister Ave, Goleta, CA 93117, (hereafter called 'Contractor' or 'Citrix Online'). The Offices, Agencies or Departments within the State of Vermont (each a 'Contracting Agency') shall be entitled to place orders and receive Services under this Master Agreement. Contractor's form of business organization is a Limited Liability Corporation. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of the subscription to Contractor's hosted 'software as a service' Collaboration Services and provides all other services and training necessary for State's productive use of such software (the 'Services'). Detailed services to be provided by the Contractor are described in Attachment A and Attachment E, Exhibit A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ 240,000.00.

4. Contract Term. The period of Contractor's performance shall begin on October 2, 2014, and end on October 31, 2016. The State may elect to extend this contract if State funding is available.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is required.

6. Amendment. This contract represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation. This contract may be canceled by the State upon thirty days prior written notice to the Contractor.

8. Attachments. This contract consists of 35 pages including the following attachments which are incorporated herein (collectively the 'Contract Documents'):

- Attachment A - Specifications of Work to be Performed and Other Provisions
- Attachment B - Payment Provisions
- Attachment C - 'Standard State Provisions for Contracts and Grants' a preprinted form (revision date 7/1/2012).
- Attachment D - Other Terms and Conditions
- Attachment E - Citrix Online Master Subscription Agreement
 - E.1 Master Subscription Agreement Terms and Conditions
 - E.2 Proforma Services Order for Citrix Online Services

State of Vermont

Citrix Online LLC
7414 Hollister Ave
Goleta CA 93117
USA

CONTRACT



Vendor ID 0000249124
Citrix Online LLC
7414 Hollister Ave
Goleta CA 93117
USA

Contract ID 000000000000000000000000 57832		Page 2 of 2
Contract Dates 10/2/16 10/31/2016		Origin DII
Description Citrix Online Services		Contract Maximum \$240,000.00
Buyer Name Kipp, Peter	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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according to the following order of precedence:

- (1) This Contract Shell
- (2) Attachment D
- (3) Attachment C (Standard State Provisions for Contracts and Grants)
- (4) Attachment A
- (5) Attachment B
- (6) Other attachments

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: E-SIGNED by Darwin Thompson

Signature: on 2012-Nov-05

Name: Darwin Thompson

Title: _____

Email: _____

By the CONTRACTOR

Date: E-SIGNED by Julie Laursen

Signature: on 2012-Nov-05

Name: Julie Laursen

Manager, Billing & Revenue Operations

Title: _____

Email: _____

STATE OF VERMONT
Department of Information and Innovation

It is hereby agreed by the State of Vermont, Department of Information and Innovation (hereafter called the "State") and Citrix Online, LLC, with its principal place of business at 7414 Hollister Ave, Goleta, CA 93117 (hereafter called the "Contractor") that the contract between them commencing 11/1/2012, Contract # 23455, is hereby amended as follows:

- I. Attachment B, Payment Provisions. The payment provisions Attachment B is replaced with the attached Attachment B:

- II. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Except as modified by this Amendment No. 3, all provisions of the original contract and amendment 1 will remain in full force and effect.

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The signatures of the undersigned indicate that each has read this 2nd amendment to Contract # 23455 in its entirety and agrees to be bound by the provisions enumerated therein.

STATE OF VERMONT

By: E-SIGNED by Darwin Thompson
on 2014-08-27 14:55:49 GMT

Name: Darwin Thompson

Title: Deputy Commissioner - DII

Date: August 27, 2014

CONTRACTOR

By: E-SIGNED by Julie Pinney
on 2014-08-27 22:54:56 GMT

Name: Julie Pinney

Title: Manager - Billing

Date: August 27, 2014

ATTACHMENT B

PAYMENT PROVISIONS

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. State shall pay Contractor a sum not to exceed \$490,000 in the aggregate as follows:

1. A certificate of insurance must be submitted prior to commencement of work and release of payments (Attachment C, Section 7).
2. Invoices must be rendered on Contractor's standard billhead or official letterhead. Contractor shall submit invoicing on a monthly basis in arrears. Invoices shall be submitted to the contact for each Contracting Agency specified in the respective Services Order.

Payment terms shall be Net 30.

3. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. Invoicing must contain a detail of services. The State shall not be responsible for any expenses of the Contractor.
4. SERVICES - Contractor shall be paid for Services based on the following rates:

Tiered Pricing Schedules. Each Contracting Agency shall submit separate orders for services in accordance with the pricing tiers identified below. Each Contracting Agency shall qualify for a pricing tier when that Contracting Agency has met the required number of Named Authorized Attendees for the applicable Service as set forth in below. When Contracting Agency exceeds the maximum number of Named Authorized Attendees for the applicable tier and Service, Contracting Agency shall be entitled to the next tier pricing for the applicable Service. Citrix Online shall issue a credit to such Contracting Agency with the next regularly scheduled invoice for any prepaid Subscription Fees in excess of the applicable lower pricing tier, for the balance of the billing cycle. Alternatively, if the number of Named Authorized Attendees decreases below the minimum required for the Service, pricing for the Service shall revert to appropriate lower pricing tier as set forth below.

1. GoTo Meeting Subscription Tiered Pricing Schedule

A minimum of five (5) subscriptions per product, per Contracting Agency is required.

Monthly Subscription Fee per GoToMeeting Named Authorized User(s)
\$19.00

Unlimited Integrated Toll-Free Audio Service can be added at a flat rate of \$19.95/month/subscription. Unlimited Integrated Toll-Free Audio Service cannot be combined with any other GoTo Service and must be included with all subscriptions in a given implementation.

2. GoTo Webinar Subscription Tiered Pricing Schedule

Attendee Size	Monthly Subscription Fee per GoToWebinar Named Authorized User(s)
100	\$49.00
500	\$199.00
1000	\$299.00

GoTo Training Subscription Tiered Pricing Schedule

Attendee Size	Monthly Subscription Fee per GoToTraining Named Authorized User(s)
25	\$99.00
100	\$149.00
200	\$199.00

Universal User Subscription Tiered Pricing Schedule

Universal User Subscriptions allows a Universal Named Authorized User to access all three collaboration products (GoToMeeting-25 attendees, GoToWebinar-100 attendees and GoToTraining-25 attendees):

Number of Universal Named Authorized Users	Monthly Subscription Fee per Universal Named Authorized User(s)
1-4	\$125.00
5-9	\$119.00
10-19	\$114.00
20-29	\$109.00
30-49	\$104.00
50+	\$99.00

STATE OF VERMONT
Department of Information and Innovation

It is hereby agreed by the State of Vermont, Department of Information and Innovation (hereafter called the "State") and Citrix Online, LLC, with its principal place of business at 7414 Hollister Ave, Goleta, CA 93117 (hereafter called the "Contractor") that the contract between them commencing 11/1/2012, Contract # 23455, is hereby amended as follows:

I. Attachment B, Payment Provisions. The payment provisions 4 in Attachment B is being replaced with the supplement of GoToWebcast – Audio Consulting services \$1950/event table and with GoToWebcast – Video Consulting services \$1950/event table as shown in the following:

4. SERVICES - Contractor shall be paid for Services based on the following rates:

Tiered Pricing Schedules. Each Contracting Agency shall submit separate orders for services in accordance with the pricing tiers identified below. Each Contracting Agency shall qualify for a pricing tier when that Contracting Agency has met the required number of Named Authorized Attendees for the applicable Service as set forth in below. When Contracting Agency exceeds the maximum number of Named Authorized Attendees for the applicable tier and Service, Contracting Agency shall be entitled to the next tier pricing for the applicable Service. Citrix Online shall issue a credit to such Contracting Agency with the next regularly scheduled invoice for any prepaid Subscription Fees in excess of the applicable lower pricing tier, for the balance of the billing cycle. Alternatively, if the number of Named Authorized Attendees decreases below the minimum required for the Service, pricing for the Service shall revert to appropriate lower pricing tier as set forth below.

1. GoTo Meeting Subscription Tiered Pricing Schedule

A minimum of five (5) subscriptions per product, per Contracting Agency is required.

Monthly Subscription Fee per GoToMeeting Named Authorized User(s)
\$19.00

Unlimited Integrated Toll-Free Audio Service can be added at a flat rate of \$19.95/month/subscription. Unlimited Integrated Toll-Free Audio Service cannot be combined with any other GoTo Service and must be included with all subscriptions in a given implementation.

2. **GoTo Webinar Subscription Tiered Pricing Schedule**

Attendee Size	Monthly Subscription Fee per GoToWebinar Named Authorized User(s)
100	\$49.00
500	\$199.00
1000	\$299.00

GoToWebcast – Audio Consulting services \$1950/event

Number of attendees	Monthly Subscription Fee per concurrent user
3000	\$699
5000	\$899

GoToWebcast – Video Consulting services \$1950/event

Number of attendees	Monthly Subscription Fee per concurrent user
500	\$1699
1000	\$1899
3000	\$2699
5000	\$3599

GoTo Training Subscription Tiered Pricing Schedule

Attendee Size	Monthly Subscription Fee per GoToTraining Named Authorized User(s)
25	\$99.00
100	\$149.00
200	\$199.00

Universal User Subscription Tiered Pricing Schedule

Universal User Subscriptions allows a Universal Named Authorized User to access all three collaboration products (GoToMeeting-25 attendees, GoToWebinar-100 attendees and GoToTraining-25 attendees):

Number of Universal Named Authorized Users	Monthly Subscription Fee per Universal Named Authorized User(s)
1-4	\$125.00
5-9	\$119.00
10-19	\$114.00
20-29	\$109.00
30-49	\$104.00
50+	\$99.00

- II. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Except as modified by this Amendment No. 4, all provisions of the original contract and amendments will remain in full force and effect.

The signatures of the undersigned indicate that each has read this 4th amendment to Contract # 23455 in its entirety and agrees to be bound by the provisions enumerated therein.

STATE OF VERMONT

By: E-SIGNED by Richard Boes
on 2014-09-25 17:29:23 GMT

Name: Richard Boes

Title: CIO and Commissioner - DII

Date: September 25, 2014

CONTRACTOR

By: E-SIGNED by Kevin McGarry
on 2014-09-26 16:03:23 GMT

Name: Kevin McGarry

Title: Business Lead

Date: September 26, 2014

ATTACHMENT D
OTHER TERMS AND CONDITIONS

- a. Order of Precedence; Contractor Documentation. The parties specifically agree that any language or provisions contained in any “shrinkwrap” or “clickwrap” or other paper or electronic version of any Contractor Document which may accompany the Services, including any Services Order, is of no force and effect if such language or provisions conflict with the terms of this Contract. Further, in no event shall any Contractor Documents, including any paper or electronic version thereof which may be required in connection with the performance of the Services contemplated by the terms of this Contract (a) require indemnification by the State of the Contractor; (b) waive the State’s right to a jury trial; (c) establish jurisdiction in any venue other than the Superior Court of the State of Vermont, Washington County Division; (d) constitute an implied or deemed waiver of the immunities, defenses, rights or actions arising out of State’s sovereign status or under the Eleventh Amendment to the United States Constitution; or (e) limit the time within which an action may be brought hereunder.

- b. Term of Contractor’s Documents; Payment Provisions. Notwithstanding anything to the contrary in the Contractor’s Documents, the Contractor’s Documents shall run concurrently with the term of this Contract. Upon termination of this contract, the State agrees to immediately stop using the Services. Further, the payment provisions set forth in Attachment B to this Contract shall take precedence over any and all payment terms in the Contractor Documents. Any modification of the Payment Provisions shall require an amendment to this Contract.

- c. Indemnification. The Contractor acknowledges and agrees that the laws and the public policy of the State of Vermont prohibit the State from agreeing to indemnify contractors and other parties. The Contractor agrees that, to the extent the Contractor’s Documents expressly provide for or imply indemnification of the Contractor and/or other third parties by the State, such sections shall be waived and have no force and effect with respect to the State.

- d. Limitation on Disclaimer. Notwithstanding anything to the contrary set forth in Contractor’s Documents, the express warranties set forth in this Contract and the Contractor’s Documents shall be in lieu of all other warranties, express or implied.

- e. Liability. Notwithstanding anything to the contrary in Attachment C or in the Contractor’s Document:
 - (i) The Contractor shall defend the State and its officers and employees against all third party claims or suits and any damages or losses from such third party claims or suits which arise in whole or in part from any negligent act or omission or intentional misconduct of the Contractor. The State shall promptly notify the Contractor in the event of receipt of notice of any such claim or suit, and the Contractor shall promptly

retain counsel and, at its option, either provide a complete defense against or settle the third party claim or suit.

(ii) After a final judgment or settlement the Contractor may request recoupment of specific defense costs and may file suit in the Superior Court of the State of Vermont, Washington Civil Division requesting recoupment. The Contractor shall be entitled to recoup costs upon a showing that such costs were entirely unrelated to the defense of any claim arising from a negligent act or omission or intentional misconduct of the Contractor.

(iii) The Contractor shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any third party claims or suits for which the Contractor is obligated to defend the State and its officers and employees pursuant to subparagraph (a) above.

(iv) THE CONTRACTOR'S LIABILITY TO THE STATE UNDER THIS CONTRACT FOR ALL CLAIMS MADE RELATING TO BREACH OR NON-PERFORMANCE OF THIS CONTRACT OR ANY SERVICES ORDER SHALL BE LIMITED TO THREE TIMES THE MAXIMUM AMOUNT OF THIS CONTRACT. THIS LIMITATION SHALL NOT APPLY TO CLAIMS OR LIABILITY ARISING OUT OF (A) CONTRACTOR'S INDEMNIFICATION OBLIGATION REGARDING INFRINGEMENT, AS SET FORTH IN SECTION 6 OF THE CONTRACTOR DOCUMENT; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE; (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; OR (E) THIRD PARTY CLAIMS AGAINST THE STATE REGARDLESS OF CAUSE WHICH ARE TO BE INDEMNIFIED BY THE CONTRACTOR UNDER THIS CONTRACT.

THE CONTRACTOR SHALL NOT BE LIABLE TO THE STATE FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING OR WHICH ARE NOT PROXIMATELY CAUSED BY THE ACTS OR OMISSIONS OF THE CONTRACTOR OR LOSS OF ANTICIPATED PROFITS IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

(v) The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement. The provisions of this Section shall survive the expiration or termination of this Contract.

- f. Trial by Jury. The Contractor acknowledges and agrees that notwithstanding anything to the contrary in the Contractor's Documents, the State shall not agree to arbitration. Further, the State is prohibited by policy, and shall not waive any right to a trial by jury.
- g. Confidentiality of Contractor Information. Notwithstanding anything to the contrary in the Contractor's Documents, the State will not disclose information for which a

reasonable claim of exemption can be made, including, but not limited to, trade secrets and confidential information that is exempt from public disclosure by the State of Vermont pursuant to 1 VSA § 317(c), subject to the following terms and conditions:

The term “confidential information” means information, whether presented orally or in writing, and whether or not marked as “confidential” or “proprietary,” which could provide a competitive advantage to the party possessing such information and which either embodies trade secrets or is confidential technical, business, or financial information, provided that such information:

- a. is not generally known, or is not available from other sources without obligations concerning its confidentiality;
- b. has not been made available by the owners to others without obligations concerning its confidentiality;
- c. is not already available to the public without obligations concerning its confidentiality; or,
- d. has not been developed independently by persons who have had no access to the information.

The State agrees to use the confidential information received from the Contractor only for the purposes of and in accordance with this Contract. The State shall promptly notify the Contractor of any request or demand by any court, governmental agency or other person asserting a demand or request for confidential information of the Contractor supplied pursuant to this Contract, so that the Contractor may seek an appropriate protective order. The Contractor acknowledges that the State is subject to the terms of the Vermont Access to Public Records Law, 1 VSA 315 et seq, and the Contractor agrees that it will not make any claim against the State if the State makes available to the public any information it receives from the Contractor in response to a binding order from a court or governmental body or agency compelling its production.

- h. Sovereign Immunity. The Contractor acknowledges that State reserves all immunities, defenses, rights or actions arising out of State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this contract.
- i. Jurisdiction. Notwithstanding anything to the contrary in the Contractor’s Documents, the Contractor agrees that any action or proceeding brought by either the State or the Contractor in connection with this Contract shall be brought and enforced in the Washington County Superior Court of the State of Vermont. The Contractor irrevocably submits to the jurisdiction of such court in respect of any such action or proceeding. The State shall not be liable for attorney’s fees in any proceeding.

- j. Governing Law. Notwithstanding anything to the contrary in the Contractor's Documents, the Contractor agrees that this Contract, including the Contractor's Documents, shall be governed by and construed in accordance with, the laws of the State of Vermont.
- k. Warranty of Law. Contractor represents and warrants that to the best of Contractor's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Contractor with respect to the Services or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Services complies in all material respects with applicable laws, rules and regulations; (iii) Contractor has full authority to enter into this Contract and to consummate the transactions contemplated hereby; and (iv) this Contract is not prohibited by any other contract to which Contractor is a party or by which it may be bound.
- l. Service Warranties. Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform services hereunder shall have training, background and skills reasonably commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.
- m. Virus Protection. Contractor warrants and represents that any time the Services are delivered to the State, whether delivered via electronic media or the internet, no portion of the Services or the media upon which the Services are stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.
- n. Effect of Breach of Warranty. If, at any time during the term of this Contract, the Services or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind to the State, the maintenance required.
- o. Trade Secret, Patent, and Copyright Infringement. Notwithstanding anything to the contrary in the Contractor's Documents regarding Intellectual Property and Infringement Claims, the State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.
- p. Taxes: Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.
- q. Limits on Actions Prohibited. The Contractor acknowledges and agrees that 12 V.S.A. 465 renders any contractual provision which limits the time in which an action may be brought under the contract, or waives the statute of limitations, null and void.

- r. Notice. Notwithstanding anything to the contrary in the Contractor Documents, all notices must be given in accordance with the terms of this Paragraph and shall be sent to the address of the Contractor set forth below and the applicable address of the Contracting Agency as set forth in a Services Order (or such other addresses as may be provided from time to time). Each of the parties agree that if any notices are sent to State via electronic mail or facsimile transmission, and such notices require a consent, express or implied, or other affirmative action from State (as opposed to notices of events such as meetings, internet presentations, reports and the like), then, in addition, the parties shall provide a hard copy of such notice to State, either via hand delivery, certified mail or overnight courier. All notices to the Contractor required by this contract shall be directed to:

Global Customer Support
7414 Hollister Avenue
Goleta, CA 93117

With a copy to:
Legal Department
7414 Hollister Avenue
Goleta, CA 93117

- (s) Marketing. Neither party to this Contract shall refer to the other party in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of such party prior to release.

(t) Confidentiality of State Information. Contractor agrees to keep confidential all information received and collected by Contractor in connection with this contract ("State Data") unless otherwise instructed by the State. The Contractor agrees not to publish, reproduce, or otherwise divulge any such State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to those employees on his/her staff who must have the information on a "need to know" basis. The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order. With respect to the State Data it receives, maintains and/or transmits, in electronic media or in any other form or medium, Contractor shall, in good faith, exercise due diligence using generally accepted commercial business practices for information technology security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. The Contractor shall:

- (a) Implement administrative, physical and technical safeguards that protect the confidentiality, integrity and availability of State Data;
- (b) Protect against any reasonably anticipated threats or hazards to the security or integrity of State Data;

(c) Ensure that any employee, officer or agent to whom Contractor provides State Data agrees to implement reasonable and appropriate safeguards to protect such records; and

(d) Within the most expedient time possible, but in not more than twenty-four (24) hours, report to the State any unauthorized acquisition or access of computerized data, or a reasonable belief of an unauthorized acquisition of State Data that compromises the security, confidentiality or integrity of State Data (a "security breach"), caused or contributed to by the Contractor or its agents once the Contractor has determined that a breach has occurred. A "security breach" may include compromise by malware, search engine web crawler, password compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures. Contractor shall make reasonable efforts to promptly cure such breach, and if cure of the breach is infeasible, Contractor shall immediately notify the State.

Contractor's report shall identify: (i) the nature of the security breach, (ii) the State Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the State.

Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information, including, but not limited to Chapter 62 of Title 9 of the Vermont Statutes or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to assume responsibility, and all associated costs, for informing all such individuals in accordance with applicable law. Contractor acknowledges and agrees that, by execution of this Contract, it acknowledges it is acting or conducting business in the State of Vermont.

Notwithstanding anything herein, or in Contractor's Documents to the Contrary, Contractor shall fully indemnify and save harmless the State from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, and subcontractors of such State Data.

(u) Data Transfer. Contractor agrees to store and process State Data only in the continental United States.

(v) Ownership of State Data; User Name Contractor acknowledges and agrees that all State Data and the State User Name or Names belongs to the State and that the Contractor acquires no rights or subscriptions, including, without limitation, intellectual property rights or subscriptions, to use State Data for its own purposes. In no event shall the Contractor claim any security interest in the State Data.

(w) Access to State Data. Within ten (10) business days of a request by State and within sixty (60) days after the effective date of termination of this contract, Contractor will make available

to State a complete and secure (i.e. encrypted and appropriately authenticated) download file of State Data in a format acceptable to State including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. *Provided, however*, in the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Data to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Data.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies. The parties agree that upon termination of this Contract, the Contractor shall, at the choice of the State, either return all the State Data transferred and the copies thereof to the State or shall destroy all the State Data and certify to the Security Office of the State that it has done so.

(x) Service Level Agreement. During the Term of this Contract, the Services provided hereunder will be operational and available to the State at least 99.9% of the time in any calendar month in accordance with the terms of the Contractor's Service Level Agreement Attached hereto as Attachment F. (the "Contractor SLA").

(y) Back-Up Policies: The Contractor's back-up policies have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

(z) Data Format; Encryption. The Contractor agrees to maintain State Data in a format acceptable to the State and utilizing Federal Information Processing Standards Publication 140-2, "Security Requirements For Cryptographic Modules."

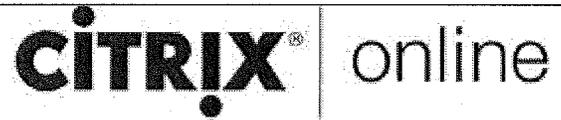
(aa) Contractor Bankruptcy. Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Data.

Attachment E

Citrix Online Master Subscription Agreement

E.1 Master Subscription Agreement Terms and Conditions

E.2 Proforma Services Order for Citrix Online Services

Attachment E.1.CITRIX ONLINE SERVICES MASTER SUBSCRIPTION AGREEMENT**Master Subscription Agreement
TERMS AND CONDITIONS**TERMS AND CONDITIONS

By signing the Master Subscription Agreement Services Order, each Party confirms that it has read, understands and agrees to the provisions set out in the Services Order and all documents checked on the Services Order including these Terms and Conditions, the combination of which comprises the Master Subscription Agreement (collectively the "Agreement"). All capitalized terms not otherwise defined in the Agreement shall have the meaning set forth in Section 9 below.

TERMS AND CONDITIONS**1. Customer Restrictions.**

1.1. Reverse Engineering. Except to the extent permitted by applicable law, Customer may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Services and/or any other aspect of Citrix Online's technology.

1.2. Abuse. Customer shall not access and/or engage in any use of the Services **(i)** in a manner that abuses or materially disrupts the networks, security systems, Services and/or websites of Citrix Online, and/or **(ii)** to communicate any message or material that is deemed harassing, threatening, indecent, obscene, slanderous, or otherwise unlawful.

1.3. Illegal Purposes. Customer shall not use the Services for fraudulent or illegal purposes. Furthermore Customer shall not use the Services to record phone communications without notifying the concerned persons and/or participants that Customer is recording such communications.

1.4. No Resale. Customer shall not market, offer to sell, sell and/or otherwise resell the Services to any third party.

1.5. No Representation by Customer. Neither Customer nor any of its Named Authorized Users, customers, employees or representatives shall make any representations with respect to Citrix Online, the Services or this Agreement (including, without limitation, that Citrix Online is a warrantor or co-seller of any of Customer's products and/or services).

1.6. Cookies. By using Citrix Online Services or websites, Customer agrees to the use of cookies. Cookies are small text files that contain data and are used to enhance Customer's experience. Citrix Online uses cookies to facilitate the use of the Services and websites. Analytical cookies are used to collect information to improve how the Services and websites work. Functional cookies are used to store Customer's preferences and improve the functionality of the Services.

2. Fees.

2.1. Payment. Customer shall be obligated to pay to Citrix Online all Fees as stated on the Services Order(s) for the Initial Commitment Term, and the Renewal Term(s), if any. Customer shall pay all Fees within thirty (30) days of date of receipt of the invoice.

2.2. Additional Services. Customer may add-on additional Services at any time. Any additional Services authorized by Customer by submission of a Services Order shall be subject to this Agreement and shall be co-terminus with the Term of this Agreement, in accordance with Section 3, below. Should a future Services Order be submitted by Customer with pricing different than that contained in an existing Services Order, Citrix Online shall apply the lower pricing to the applicable Service going forward. In the event Customer has prepaid Subscription Fees at a higher rate, Citrix Online shall issue a credit with the next regularly scheduled invoice.

2.3. Late Payments. Payments of Fees which are due hereunder and not received by Citrix Online on or before the applicable due date will accrue interest from such due date through the date paid at the lesser of the rate of **(i)** 10% per year or **(ii)** the highest rate permissible under applicable law.

2.4. Taxes and Withholding. Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.

2.5. Customer Responsible for Voice and Data Charges. Customer shall be responsible for all fees and charges imposed on Customer by Customer's telephone carriers, wireless providers, and other voice and/or data transmission providers for voice and/or data transmission used by Customer to access and use the Services.

3. Term and Termination.

3.1. Agreement Term. This Agreement shall commence on the Effective Date and shall continue for twelve (12) months. Thereafter this Agreement shall automatically renew for successive one-year Agreement Renewal Terms. In the event Customer terminates this Agreement, the terms shall remain in full force and effect as to any Services Order not otherwise terminated until termination of such Services Order.

3.2. Termination by Non-Renewal. Customer may elect to not renew and to terminate this Agreement by providing Citrix Online with written notice of non-renewal at least thirty (30) days prior to the end of the Term. Such written notice of non-renewal must be submitted to Citrix Online at corporatcancellations@citrixonline.com.

3.3. Termination for Convenience. Following the Initial Commitment Term, Customer may terminate this Agreement during any subsequent Renewal Term for any reason or no reason by providing Citrix Online at least forty-five (45) days' written notice, and Citrix Online will refund to Customer any prepaid but unused Subscription Fees (if any). Such written notice of termination must be submitted to Citrix Online at corporatcancellations@citrixonline.com.

3.4. Termination for Cause. At any time, either Party may terminate this Agreement immediately upon written notice to the other Party **(i)** if the other Party breaches any of its material obligations under this Agreement and such breach is not cured within thirty (30) days of receipt of written notice from the non-breaching Party, or **(ii)** if the other Party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business, or **(iii)** in the event of a breach by the other Party of Section 4. In addition, Citrix Online may terminate this Agreement immediately upon written notice to Customer in the event Customer breaches Section 1.

3.5. Effect of Termination. Upon termination of this Agreement, Customer will immediately discontinue all access and use of the Services and cease to represent in any form that it is a user of the Services. Neither Party shall be liable for any damages resulting from a termination of this Agreement in accordance with this Section 3; provided, however, the termination of this Agreement shall not affect any claim arising prior to such termination.

4. Confidentiality. Unless expressly authorized in writing by the other Party, neither Party shall disclose to any third party Confidential Information of the other Party, nor use such Confidential Information in any manner other than to perform its obligations under this Agreement. The foregoing restrictions do not apply to any information that **(i)** is publicly disclosed through no fault of the receiving Party, **(ii)** is already lawfully in the receiving Party's possession and not subject to a confidentiality obligation to the disclosing Party, **(iii)** becomes known to the receiving Party from a third party having an apparent bona fide right to disclose the information, or **(iv)** is Confidential Information that the receiving Party is required to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided receiving Party supplies disclosing Party with timely notice of such court order or subpoena. Furthermore, Customer will keep in confidence all passwords and/or other access information related to the Services. Customer acknowledges that Citrix Online, and its licensors, retain all intellectual property rights and title, in and to, all of their Confidential Information and/or other proprietary information. This shall include, but not be limited to: products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by Citrix Online hereunder.

5. Warranties. EACH PARTY HEREBY WARRANTS TO THE OTHER PARTY THAT IT HAS ALL NECESSARY AUTHORITY TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE CONSENT OF ANY THIRD PARTY OR BREACH OF ANY CONTRACT OR AGREEMENT WITH ANY THIRD PARTY. CITRIX ONLINE WARRANTS THAT **(i)** ANY SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; **(ii)** THE SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH ANY APPLICABLE CITRIX ONLINE DOCUMENTATION PROVIDED WITH THE SERVICES UNDER NORMAL USE AND CIRCUMSTANCES; and, **(iii)** THE FUNCTIONALITY OF THE SERVICES WILL NOT BE MATERIALLY DECREASED DURING THE TERM. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY BREACH OF THESE WARRANTIES SHALL BE TO TERMINATE IN ACCORDANCE WITH SECTION 3.3. (TERMINATION FOR CONVENIENCE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, CITRIX ONLINE DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT EXCEPT FOR THE INFRINGEMENT INDEMNIFICATION EXPRESSLY PROVIDED IN SECTION 6 BELOW.

6. Indemnification.

6.1. Defense or Settlement of Claims. Subject to Sections 6.2. and 6.3. below, Citrix Online shall hold harmless, indemnify and defend Customer against any Infringement Claim brought against Customer, provided Customer promptly notifies Citrix Online in writing of its notification of an Infringement Claim such that Citrix Online is not prejudiced by any delay of such notification. Citrix Online shall pay reasonable attorney's fees, court costs, and damages finally awarded with respect to such Infringement Claim and the reasonable costs associated with any settlement of any Infringement Claim by Citrix Online. Citrix Online will have sole control over the defense and any settlement of any Infringement Claim and Customer will provide reasonable assistance in the defense of same. Citrix Online will reimburse Customer for reasonable expenses incurred in providing such assistance. Citrix Online shall not enter into any settlement agreement which imposes any obligation on Customer without Customer's prior written consent. Customer may participate in the defense or settlement of an Infringement Claim with counsel of its own choice and at its own expense, however, Customer shall not enter into any settlement agreement or otherwise settle any such Infringement Claim without Citrix Online's express prior written consent or request.

6.2. Infringement Cures. Following notice of an Infringement Claim, and in the event an injunction is sought or obtained against use of the Services subscribed to hereunder or in Citrix Online's opinion is likely to be sought or obtained, Citrix Online shall, at its option and expense, either **(i)** procure for Customer the right to continue to use the Services as contemplated herein, or **(ii)** replace or modify the Services to make their use non-infringing while being capable of performing the same function without degradation of performance. In the event the options set forth in subsections **(i)** and **(ii)** herein above are not reasonably available, Citrix Online may in its sole discretion, upon written notice to Customer, terminate this Agreement, cancel access to the Services and refund to Customer any prepaid, but unused Subscription Fee(s), if any.

6.3. Limitation. Citrix Online assumes no liability, and shall have no liability, for any Infringement Claim based on **(i)** Customer's access to and/or use of the Services after notice that Customer should cease use of such Services due to an Infringement Claim; **(ii)** any unauthorized modification of the Services by Customer or at its direction; **(iii)** Customer's unauthorized combination of the Services with third party programs, data, hardware, or other materials; or **(iv)** any trademark infringement involving any marking or branding not applied by Citrix Online or involving any marking or branding applied at Customer's request.

6.4. EXCLUSIVE REMEDY. THE FOREGOING STATES CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

7. LIMITATION ON LIABILITY. EXCEPT FOR **(i)** CITRIX ONLINE'S INDEMNIFICATION OBLIGATION UNDER SECTION 6, or **(ii)** A BREACH BY CUSTOMER OF SECTION 1, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW:

7.1. LIABILITY CAP. THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY, THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER THE SERVICES ORDER; and

7.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES OR WHETHER DIRECT OR INDIRECT: **(i)** LOSS OF DATA, **(ii)** LOSS OF INCOME, **(iii)** LOSS OF OPPORTUNITY, **(iv)** LOST PROFITS, **(v)** COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND 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 TO CUSTOMER.

8. Additional Terms.

8.1. Relationship of Parties. Citrix Online and Customer are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

8.2. Assignment. Neither Party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party (which consent shall not be unreasonably withheld), except that either Party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Any attempted assignment or delegation without such consent shall be void. This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns.

8.3. Force Majeure. Neither Party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a Party.

8.4. Notice. Any and all business notices, requests and communications to the Parties shall be in writing (including fax, email or similar writing) and shall be given to the Parties at their respective address identified on the Services Order or to such other address, fax number or email address as either Party may hereinafter specify by notice to the other Party. All legal notices required under this Agreement shall be delivered by a recognized commercial overnight carrier to the address last designated on the Services Order for Customer and the Citrix Online contracting entity as specified in Exhibit B to these Terms and Conditions or such other address as either Party may hereinafter specify by notice to the other Party as provided in this Section 8.4. Each such legal notice shall be effective upon receipt or attempted delivery if rejected, provided that if the day of receipt is not a business day, then the notice shall be deemed to have been received on the next succeeding business day. Notwithstanding the foregoing, any termination of Services pursuant to Section 3.2 or Section 3.3 shall be provided as stated therein.

8.5. Customer/Technical Support. Citrix Online shall provide, at no additional charge to Customer, customer/technical support services as further described in Exhibit C to these Terms and Conditions. Customer acknowledges it will be required, from time to time, to accept Service(s) updates at no additional charge to Customer, as part of Citrix Online's ongoing Services enhancement and customer/technical support.

8.6. High-Risk Use. Customer hereby acknowledges that the Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to: medical procedures; on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility. Citrix Online hereby expressly disclaims any express or implied warranty of fitness for such purposes.

8.7. Compliance with Laws. Both Parties agree to comply with all applicable local, state, national and foreign laws, rules and regulations including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Services under this Agreement. Customer shall comply with all legal duties applicable to Customer including obligations as data controller by virtue of Customer's role as meeting organizer and/or Named Authorized User. Specifically, Customer must provide the relevant persons and/or participants with all information Customer is required by law to provide and, if necessary, must obtain the consent of these persons and/or participants. Notwithstanding any other provision in this Agreement, Citrix Online shall have the right to terminate this Agreement immediately upon the determination by Citrix Online that Customer is not in compliance with US export laws or violates any government privacy and/or data protection laws.

8.8. No Waiver. The failure of either Customer or Citrix Online in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

8.9. Severability. 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 and the Parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

8.10. No Third Party Beneficiaries. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof.

8.11. Survival. The termination of this Agreement shall not relieve either Party of any liability or obligation incurred prior to such termination. In addition, the provisions of Sections 1 (Customer Restrictions), 2 (Fees), 3 (Termination), 4 (Confidentiality), 5 (Warranties), 6 (Indemnification), 7 (Limitation of Liability), 8 (Additional Terms) and 9 (Definitions) shall survive any termination of this Agreement.

8.12. Entire Agreement. This Agreement, (with all Attachments attached hereto), together with the Services Order(s), sets forth the entire agreement and understanding between Citrix Online, Customer and authorized Contracting Agencies relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and

understandings with respect to the same. No other rights are granted hereunder except as expressly set forth in this Agreement.

8.13. Modifications and Remedies. This Agreement may only be modified by a writing that is executed by an authorized representative of both Parties. Customer's subsequent purchase orders or other standard business forms will not constitute a modification of this Agreement, whether or not received, accepted, approved or signed by Citrix Online and any contradictory terms or conditions therein shall have no force or effect. Unless otherwise specified, remedies are cumulative.

8.14. Captions and Headings. Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement.

8.15. Controlling Language. The English language version of this Agreement shall be the controlling version and is incorporated by reference into any translation of this Agreement. Any translation or other language version of this Agreement shall be provided for informational purposes only.

8.16. References. Pronouns contained in this Agreement shall apply equally to the feminine, neuter and masculine genders. The singular shall include the plural, and the plural shall include the singular.

8.17. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile or electronic signature, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

8.18. Contracting Party, Choice of Law and Location for Resolving Disputes. This Agreement is between Customer and the Citrix Online entity identified in Exhibit B to these Terms and Conditions. Additionally, Exhibit B sets forth the choice of law and the location for resolving disputes (including non-contractual disputes and claims) with such Citrix Online entity. Notwithstanding the foregoing, in the event of any such dispute/claim, the Parties may agree to mediate the dispute/claim on such terms and conditions as may be agreed to in writing by the Parties.

8.19. Services Trial. Citrix Online may make the Services available to Customer for a limited period of time for trial purposes only. Customer shall pay the applicable Fees, if any, set forth in the Services Order for the trial. The right to access the Services for such trial purposes shall terminate on (i) the end date of the pre-determined trial period specified for the Services or (ii) if no such pre-determined date is specified, then thirty (30) days from the date of Customer's initial access of the Services ("Trial Period"). The Services may contain an automatic disabling mechanism that prevents use after a certain period of time. Upon expiration of the Trial Period, Customer may continue to use the Services and shall be obligated to pay the applicable Subscription Fees and any other Fees specified in the applicable Service Order. Services provided for trial purposes are provided "AS IS", without warranty or indemnity of any kind. To the extent not otherwise addressed in this Section 8.19., all other terms and conditions of this Agreement shall otherwise apply to Customer's trial of the Services and to any subsequent subscription for Services. If the Services are provided to Customer for trial purposes and Customer has a trial agreement with Citrix Online for the Services, Customer's right to try the Services will be pursuant to the terms of such separate agreement.

9. Definitions. As used in this Agreement and in any Services Order now or hereinafter associated herewith, the following defined terms shall apply:

9.1. Agreement Effective Date means the date as set out in the opening paragraph of the Agreement

9.2. Agreement Renewal Term means each successive one (1) year renewal period following the Agreement Term.

9.3 Agreement Term means the twelve (12) month period commencing with the Agreement Effective Date together with the Agreement Renewal Term(s), if any.

9.4. Authorized Signatory means a person legally authorized by a Party to enter into the Agreement on behalf of the Party and to bind that Party to all terms and conditions contained in the Agreement.

9.5. Billing Frequency means the frequency that Customer or Contracting Agency, as applicable, receives invoices for Services as stated on the initial Services Order.

9.6. Citrix Online means the Citrix Online contracting entity designated in the Services Order and as specified in Exhibit B to these Terms and Conditions.

9.7. Confidential Information means any non-public information and/or materials provided by a Party under this Agreement to the other Party and reasonably understood to be confidential.

9.8. Contracting Agency means any Offices, Agencies or Departments within the Customer's Organization regardless of location which Customer authorizes to receive the Services by way of a Services Order. Upon receipt of a

Services Order, Citrix Online shall provide the requested Services and thereafter submit invoices to Customer per the terms of the Agreement.

9.9. **Customer** means the legal entity or individual that enters into the Agreement and any Contracting Agency as set forth in the Services Order.

9.10. **Fees** means the fees, including but not limited to the Subscription Fee(s) and the Implementation Fees, if any, payable by Customer for the Services as set forth in the Services Order(s).

9.11. **Implementation Fee** (if any) means a one-time fee for implementation by Citrix Online of the Services, and/or any similar activation fee, and is nonrefundable to Customer unless Citrix Online fails to complete such implementation. The Implementation Fee, if any, is as stated on the Services Order.

9.12. **Infringement Claim** means any claim, suit or proceeding brought against a Customer based on an allegation that the Services, as used by Customer in accordance with this Agreement, infringes upon any copyright of any third party.

9.13. **Initial Commitment Term** means the initial term of each Services Order which shall commence on the Services Order Effective Date and continue for twelve (12) months thereafter.

9.14. **Party** means individually Customer or Citrix Online and **Parties** means Customer, Contracting Agency and Citrix Online collectively.

9.15. **Privacy Policy** means Citrix Online's Privacy Policy which can be viewed at www.citrixonline.com.

9.16. **Renewal Term** means each successive one-year renewal period following the Initial Commitment Term.

9.17. **Services** mean Citrix Online's remote access and Web collaboration products consisting of the services set forth in [Exhibit A](#) to these Terms and Conditions and as subscribed to by Customer pursuant to the Services Order.

9.18. **Services Order** means the initial Services Order and any subsequent Services Order Only entered into by Customer for Services.

9.19. **Subscription Fee** means the fee for Customer's use of and access to the Services as set forth in the Services Order, which shall be due and payable throughout the Term according to the Billing Frequency as stated on the Services Order.

9.20. **Tiered Pricing Schedule** means the tiered pricing set forth on Attachment B and applicable to Customer for Services subscribed to in accordance with the Agreement and this Services Order. For avoidance of doubt, each Contracting Agency shall qualify for a pricing tier when that Contracting Agency has met the required number of Named Authorized Users for the applicable Service as set forth in [Attachment B](#). When Contracting Agency exceeds the maximum number of Named Authorized Users for the applicable tier and Service, Contracting Agency shall be entitled to the next tier pricing for the applicable Service. Citrix Online shall issue a credit to Customer with the next regularly scheduled invoice for any prepaid Subscription Fees in excess of the applicable lower pricing tier, for the balance of the billing cycle. Alternatively, if the number of Named Authorized Users decreases below the minimum required for the Service, pricing for the Service shall revert to appropriate lower pricing tier as set forth in [Attachment B](#).

9.21. **Term** means the Initial Commitment Term together with the Renewal Term(s), if any.

EXHIBIT A

DESCRIPTION OF SERVICES

1. Services. The following describes the Services offered by Citrix Online and shall apply to any Services ordered by Customer under this Agreement as subscribed to in the Services Order:

1.1. Access & Cloud Services:

1.1.1. GoToMyPC. By subscribing to the GoToMyPC® Service, Customer may access and use the GoToMyPC remote-access screen sharing application for the purpose of enabling authorized individuals to remotely access and control Named Authorized Users.

1.2. Collaboration Services:

1.2.1. GoToMeeting. By subscribing to the GoToMeeting® Service, Customer may access and use the GoToMeeting online meeting application for the purpose of enabling Named Authorized Users to conduct online meetings with their respective invited attendees.

1.2.2. GoToTraining. By subscribing to the GoToTraining® Service, Customer may access and use the GoToTraining online training application for the purpose of enabling Named Authorized Users to conduct online training sessions with their respective invited attendees. Use of the GoToTraining service allows synchronous online training sessions, distribution of course materials, testing and assessments, publishing upcoming courses to a catalog, and maintaining a reusable content library.

1.2.3. GoToWebinar. By subscribing to the GoToWebinar® Service, Customer may access and use the GoToWebinar web conferencing application for the purpose of enabling Named Authorized Users to conduct webinars with their respective invited attendees.

1.4. Services Definitions:

1.4.1. Named Authorized User(s) (sometimes referenced as “NAU”) means (i) those Customer-designated individuals who may access and use the Services in accordance with this Agreement. Each Named Authorized User must have a unique identifier (i.e. “Named User ID” as defined below), and (ii) for the GoToMyPC Service, Customer-designated host PCs or Macs which may be accessed by authorized individuals in accordance with this Agreement. Customer-designated individuals may include, by way of example, employees, contractors, consultants and agents or third parties with which Customer transacts business as determined by Customer.

1.4.2. Named User ID means the unique identifier of each Customer-designated individual authorized to use the Services. A Named User ID may not be of a generic nature (e.g., john.doe@company.com is a unique Named User ID; whereas support@company.com, user1@company.com, trainer@company.com, etc., are examples of generic user identifiers).

1.4.4. Universal User Subscription. Customer shall have the right to access the Services as stated in the Services and Fee Summary above for the Amendment Commitment Term and any Renewal Term(s). Following the Amendment Effective Date, Citrix Online will activate the Number of Universal Named Authorized Users as set forth in [Table B](#) above and Customer shall assign access to only the total Number of Universal Named Authorized Users. The aggregate number of Universal Named Authorized Users across Services may not exceed the total Number of Universal User subscriptions. “**Universal Named Authorized User**” means Customer-designated individuals who may access multiple Services in accordance with this Agreement. Each Universal Named Authorized User must be a unique Customer-designated individual and must have a unique identifier (i.e. “Named User ID”) assigned by Customer. The Named User ID, login credentials, passcodes and other information required to access the Services must be unique and shall only be used by such Customer-designated individuals and may not be shared or used by any other individual to access the Services.

3. Customer Access and Use. During the Term of this Agreement, and upon payment of all applicable Fees, Customer may access and use the Services subscribed to hereunder pursuant to and in accordance with the provisions of this Agreement. Citrix Online will enable Customer and its Named Authorized Users to access and utilize the Services as contemplated by the Agreement. Thereafter, Customer shall be solely responsible for selecting and managing its users and providing each of them with the information necessary for access to and use of the Services. Customer may reassign Named Authorized Users, Devices and/or Server(s) without incurring additional fees provided that the number of such Named Authorized Users, Devices and/or Server(s) does not increase. Customer may inform its users, customers and employees that

the Services are powered by Citrix Online. Customer understands that the Services do not allow calls to the emergency services numbers (e.g. in the United States 911, or in the United Kingdom 999 and 112). If Customer's broadband connection fails, the Services and some related voice service will also fail. The Services may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of the control of Citrix Online.

4. **Recordings.** Certain Citrix Online Services provide a function that allows Customer to record audio and data shared during collaboration sessions. The laws regarding the notice, notification, and consent requirements of such recordings vary from state to state. Customer is solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this function. Citrix Online expressly disclaims all liability with respect to Customer's recording of audio and/or data shared during a collaboration session. Customer hereby releases and agrees to hold harmless Citrix Online from and against any damages or liabilities of any kind related to the recording of any audio and/or data.

5. **Training.** In connection with the Services subscribed to hereunder, Customer shall have access to generally available remote training session(s) for all individuals who are either Named Authorized Users or authorized by Customer to access the Services.

6. **Privacy Policy.** Citrix Online's Privacy Policy may be viewed at www.citrixonline.com. Citrix Online reserves the right to modify the Privacy Policy in its reasonable discretion from time to time.

EXHIBIT B**CITRIX ONLINE CONTRACTING ENTITY**

The Citrix Online contracting entity under this Agreement, the applicable notice address, governing law and jurisdiction to resolve disputes (including non-contractual disputes and claims) will depend on where Customer is domiciled. Please refer to the chart below to identify the Citrix Online contracting entity:

If Customer is domiciled in:	Customer is contracting with:	Notices should be addressed to**:	The governing law is:	The courts having exclusive jurisdiction are:
A Country in North, South or Central America or the Caribbean	Citrix Online LLC 7414 Hollister Avenue Goleta, CA 93117, U.S.A.	Global Customer Support 7414 Hollister Avenue Goleta, CA 93117, U.S.A. With a copy to: Legal Department 7414 Hollister Avenue Goleta, CA 93117, U.S.A.	Vermont and controlling United States federal law	Washington County, Vermont, U.S.A.
A Country in Europe, the Middle East or Africa*	Citrix Online UK Limited registered in England and Wales under registration number: <u>646972</u> Registered address: Chalfont Park House, Chalfont Park, Gerrards Cross, Bucks SL9 0DZ VAT number: <u>GB928999931</u>	Global Customer Support Chalfont Park House, Chalfont Park, Gerrards Cross, Bucks SL9 0DZ With a copy to: Legal Department 7414 Hollister Avenue Goleta, CA 93117, U.S.A.	England and Wales	England and Wales
A Country in Asia or the Pacific region	Citrix Online Aus Pty Ltd Level 3, 1 Julius Avenue, North Ryde, NSW 2113 ABN# <u>47 130 063 642</u>	Global Customer Support Level 3, 1 Julius Avenue, North Ryde, NSW 2113 With a copy to: Legal Department at 7414 Hollister Avenue Goleta, CA 93117, U.S.A.	New South Wales	New South Wales

*For customers from the United Kingdom, if Citrix Online UK Limited is unable to resolve any Customer complaint satisfactorily, Customer may be able to make a complaint through the Office of the Telecommunications Ombudsman (Otel, <http://www.otelo.org.uk>), an independent alternative dispute resolution scheme of which Citrix Online UK Limited is a registered member. In such circumstances Otel will conduct a detailed case review and make an independent third-Party decision or recommendation.

* For customers from France, the following language is added to the Services Order and these Terms and Conditions: "All requested Customer information on the Services Order and in the Agreement is compulsory and necessary for processing Customer's file. Customer is hereby informed that its personal data is subject to automatic processing by Citrix Online UK Limited for the management of Customer's file. Customer may ask for access to and rectification of Customer's personal data."

* For customers from Germany, Customer agrees that it shall utilize the Services only for business or professional use and shall enter into a legal transaction with Citrix Online UK Limited only in such capacity. If Customer wants to initiate out-of-court dispute resolution mechanisms according to the provisions of the Telecommunications Act and its executive regulations Customer may submit an application to the German Federal Network Agency, Bonn, Germany.

** Notwithstanding the notice provisions above, all termination notices for non-renewal shall be sent in accordance with Section 3.2 of the Agreement with a copy to the mailing addresses set forth above.

EXHIBIT C

CUSTOMER/TECHNICAL SUPPORT

Citrix Online will provide customer/technical support to Customer, as follows:

Designated Contacts: Customer-designated administrator(s) or Named Authorized Users.

Case Limit: Unlimited for Customer-designated administrator(s) and Named Authorized Users.

Availability: Citrix Online customer/technical support is available twenty-four (24) hours per day, seven (7) days per week.

Access: Customer/technical support is available via the product support portal and email, as set forth below:

Product Support Portal: <http://support.citrixonline.com>

Email: support@citrixonline.com

Response Time: Not greater than two (2) days. Citrix Online will use commercially reasonable efforts to respond and to resolve the issue as soon as practical, but cannot guarantee resolution in a particular time period.

Price: Customer/technical support (as described herein) is provided at no additional charge.

Attachment E.2

STATE OF VERMONT CONTRACTING AGENCY SERVICES ORDER FORM
FOR CITRIX ONLINE SERVICES

<p>STATE OF VERMONT CONTRACTING AGENCY SERVICES ORDER FOR CITRIX ONLINE SERVICES</p> <p>COL OID #: Please fax <i>ALL PAGES</i> of the signed Services Order to: +1 (805) 690-6471 OR scan and email to Citrix Online Account Executive</p>	
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I. CUSTOMER DATA SUMMARY:

CONTACT INFORMATION	BILLING INFORMATION
<p>Customer: <u>State of Vermont</u></p> <p>Contracting Agency: _____</p> <p>Address: _____</p> <p>Main Contact: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>Email: _____</p> <p>Setup Contact: _____</p> <p>Telephone: _____</p> <p>Fax: _____</p> <p>Email: _____</p> <p><i>Citrix Online Account Executive</i> Name: <u>Jim Weed</u> Email: <u>Jim.weed@citrix.com</u></p>	<p>Purchase Order #: _____ <input checked="" type="checkbox"/> Not Applicable</p> <p>Already a customer? Complete the following ONLY if changing your current Billing Contact, Billing Frequency and/or Payment Process.</p> <p>Billing Address: <i>(if different)</i> _____</p> <p>Billing Contact: _____ Telephone: _____</p> <p>Fax: _____ Email: _____</p> <p>Billing Frequency: Monthly</p> <p>Billing Method: Invoices shall be delivered to Customer via email. _____ Insert "X" here if Customer requires paper invoice</p> <p>Payment Process: Citrix Online will invoice Customer in accordance with Attachment B of the Master Agreement. _____ Insert "X" here if Customer elects to pay by bank transfer or ACH/Direct Debit (See http://www.citrixonline.com/billing) _____ Insert "X" here if Customer elects to pay by credit card transaction (Requires completion of separate credit card authorization form found at http://www.citrixonline.com/billing) _____ Insert "X" here if Customer elects to pay by check/cheque</p>

II. SERVICE & FEE SUMMARY:

TABLE A: STANDARD SUBSCRIPTION

Service	Number of Named Authorized User(s) ("NAU") or Concurrent Seats ("CS")	NAU or CS	Maximum Number of Attendees OR Devices/Servers	Monthly Subscription Fee per NAU, CS OR Devices/Servers	Total Monthly Subscription Fee	Total One-Time Implementation Fees
GoToMeeting®		NAU			CUR	CUR
GoToTraining®		NAU			CUR	CUR

GoToWebinar®		NAU			CUR	CUR
Other						

TABLE B – UNIVERSAL USER SUBSCRIPTION

Service(s)	Maximum Number of Attendees	Number of Universal Named Authorized User(s)	Monthly Subscription Fee per Universal Named Authorized User(s)	Total Monthly Subscription Fee	Total One-Time Implementation Fees
GoToMeeting®					
GoToTraining®			CUR	CUR	CUR
GoToWebinar®					
Other					

The fees specified in the Service and Fee Summary above are exclusive of VAT, GST and any other applicable taxes and/or fees.

III. DEFINITIONS AND SERVICES

A. Definitions. The following definitions shall apply to this Services Order:

1. **Agreement** means that certain Master Agreement for Citrix Online Services entered into between Citrix Online, LLC and State of Vermont, Department of Information and Innovation dated as of November 1, 2012.

2. **Billing Frequency** means the frequency that Customer or Customer Department, as applicable, receives invoices for Services as stated on the Initial Services Order.

3. **Customer** means State of Vermont, Department of Information and Innovation and any Contracting Agency as set forth in this Services Order.

4. **Contracting Agency** means any agency within Customer's organization regardless of location which Customer authorizes to receive the Services by way of a Services Order.

5. **Fees** mean the fees payable by Customer for the Services as set forth in the Services Order and the Tiered Pricing Schedule set forth in Attachment B of the Master Agreement.

6. **Initial Services Order** means the first Services Order submitted by Customer or any Customer Department for a particular Application Solution.

7. **Initial Commitment Term** means the initial term of each Services Order which shall commence on the Services Order Effective Date and continue for twelve (12) months thereafter.

8. **Named Authorized User(s)** (sometimes referenced as "NAU") means (i) those Customer-designated individuals who may access and use the Services in accordance with the Agreement. Each Named Authorized User must have a unique identifier (i.e. "Named User ID" as defined below), and (ii) for the GoToMyPC Application Solution, Customer-designated host PCs which may be accessed by authorized individuals in accordance with the Agreement. Customer-designated individuals may include, by way of example, employees, contractors, consultants and agents or third parties with which Customer transacts business as determined by Customer.

8.1. **Named User ID** means the unique identifier of each Customer-designated individual authorized to use the Application Solutions. A Named User ID may not be of a generic nature (e.g.,

john.doe@company.com is a unique Named User ID; whereas support@company.com, user1@company.com, trainer@company.com, etc., are examples of generic user identifiers).

9. **Renewal Term** means each successive one-year renewal period following the Initial Commitment Term.

10. **Services(s)** means Citrix Online's Web collaboration products consisting of the services set forth in Attachment A and Attachment B of the Agreement.

11. **Services Order** means the Initial Services Order and any subsequent Services Orders entered into by Customer for Services.

12. **Services Order Effective Date** means the earlier of the (i) date Customer submits the Initial Services Order, or (ii) as stated on the signature block of the Initial Services Order.

13. **Subscription Fee** means the fee for Customer's use of and access to the Services as set forth in the Agreement and the Services Order and, which shall be due and payable throughout the Term according to the Billing Frequency selected by Customer as stated on the Initial Services Order.

14. **Term** means the Initial Commitment Term together with the Renewal Term(s), if any.

15. **Tiered Pricing Schedule** means the tiered pricing set forth on Attachment B and applicable to Customer for Services subscribed to in accordance with the Agreement and this Services Order. For avoidance of doubt, each Contracting Agency shall qualify for a pricing tier when that Contracting Agency has met the required number of Named Authorized Users for the applicable Service as set forth in Attachment B of the Agreement. When Contracting Agency exceeds the maximum number of Named Authorized Users for the applicable tier and Service, Contracting Agency shall be entitled to the next tier pricing for the applicable Service. Citrix Online shall issue a credit to Customer with the next regularly scheduled invoice for any prepaid Subscription Fees in excess of the applicable lower pricing tier, for the balance of the billing cycle. Alternatively, if the number of Named Authorized Users decreases below the minimum required for the Service, pricing for the Service shall revert to appropriate lower pricing tier as set forth in Attachment B.

16. **Universal User Subscription**. Customer shall have the right to access the Services as stated in the Services and Fee Summary above for the Amendment Commitment Term and any Renewal Term(s). Following the Amendment Effective Date, Citrix Online will activate the Number of Universal Named Authorized Users as set forth in Table B above and Customer shall assign access to only the total Number of Universal Named Authorized Users. The aggregate number of Universal Named Authorized Users across Services may not exceed the total Number of Universal User subscriptions.

16.1. **Universal Named Authorized User**" means Customer-designated individuals who may access multiple Services in accordance with this Agreement. Each Universal Named Authorized User must be a unique Customer-designated individual and must have a unique identifier (i.e. "Named User ID") assigned by Customer. The Named User ID, login credentials, passcodes and other information required to access the Services must be unique and shall only be used by such Customer-designated individuals and may not be shared or used by any other individual to access the Services.

B. Collaboration Services. The following describes the Services offered by Citrix Online and shall apply to any Services ordered by Customer under this Services Order:

B.1. GoToMeeting. By subscribing to the GoToMeeting® Service, Customer may access and use the GoToMeeting online meeting application for the purpose of enabling Named Authorized Users to conduct online meetings with their respective invited attendees.

B.2. GoToTraining. By subscribing to the GoToTraining® Service, Customer may access and use the GoToTraining online training application for the purpose of enabling Named Authorized Users to conduct online training sessions with their respective invited attendees. Use of the GoToTraining service allows synchronous online training sessions, distribution of course materials, testing and assessments, publishing upcoming courses to a catalog, and maintaining a reusable content library.

B.3. GoToWebinar. By subscribing to the GoToWebinar® Service, Customer may access and use the GoToWebinar web conferencing application for the purpose of enabling Named Authorized Users to conduct webinars with their respective invited attendees.

IV. FEES:

1. **Payment.** Customer shall pay to Citrix Online all Fees in accordance with the Billing Frequency as stated on this Services Order.
2. **Add-On Services.** Customer may add-on additional Services at any time. Any additional Services authorized by Customer by submission of an additional Services Order shall be subject to the Agreement and shall be co-terminus with the Term of the Initial Services Order for the particular Service, in accordance with Section V, below. Should a request for additional Services be submitted by Customer with pricing different than that contained in an existing Services Order, Citrix Online shall apply the lower pricing to the applicable Services going forward. In the event Customer has prepaid Subscription Fees at a higher rate, Citrix Online shall issue a credit with the next regularly scheduled invoice.
3. **Taxes and Withholding.** Most State purchases are not subject to federal or state sales or excise taxes and must be invoiced tax free. An exemption certificate will be furnished upon request covering taxable items. The Contractor agrees to pay all Vermont taxes which may be due as a result of this Contract.
4. **Customer Responsible for Voice and Data Charges.** Customer shall be responsible for all fees and charges imposed on Customer by Customer's telephone carriers, wireless providers, and other voice and/or data transmission providers for voice and/or data transmission used by Customer to access and use the Application Solutions,

V. TERM AND TERMINATION:

1. **Term.** The Initial Commitment Term shall commence on the Services Order Effective Date. Following the Initial Commitment Term, Customer's subscription to the Services shall automatically renew for successive one-year Renewal Terms.
2. **Termination by Non-Renewal.** Customer may elect to not renew and to terminate the Services by providing Citrix Online with written notice of non-renewal at least thirty (30) days prior to the end of the Term. Such written notice of non-renewal must be submitted to Citrix Online at corporatecancellations@citrixonline.com.
3. **Termination for Convenience.** Customer's right to termination for convenience shall not accrue until the completion of the Initial Commitment Term, at which time Customer may terminate this Services Order during any subsequent Renewal Term for any reason or no reason by providing Citrix Online at least forty-five (45) days' written notice, and Citrix Online will refund to Customer any prepaid but unused Subscription Fees (if any). Such written notice of termination must be submitted to Citrix Online at corporatecancellations@citrixonline.com.
4. **Effect of Termination.** Upon termination of the Services subscribed to under this Services Order, Customer will immediately discontinue all access and use of the Services and cease to represent in any form that it is a user of the Services. Neither party shall be liable for any damages resulting from a termination in accordance with this Section V; provided, however, the termination hereunder shall not affect any claim arising prior to such termination.

BY SIGNING BELOW, CITRIX ONLINE AND CONTRACTING AGENCY EACH CONFIRM THAT IT HAS READ, UNDERSTANDS AND AGREES THAT (I) EACH IS SUBJECT TO THE AGREEMENT; (II) EACH IS SUBJECT TO THE PROVISIONS OF THIS SERVICES ORDER; (III) CITRIX ONLINE SHALL PROVIDE THE SERVICES AS ORDERED; AND (IV) CUSTOMER SHALL PAY ALL FEES AS SPECIFICALLY DESIGNATED IN THIS SERVICES ORDER.

IN WITNESS WHEREOF, the parties have entered into the Agreement.

CUSTOMER:		CITRIX ONLINE	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
	Authorized Signatory for Customer		Finance Authorized Signatory for Citrix
Date:		Date:	

EXHIBIT F
SERVICE LEVEL AGREEMENT

Citrix Online Service Availability: Service Level Agreement (SLA)

Citrix Online commits that the Citrix Online Infrastructure will have a quarterly availability of **99.9% or greater**, as defined by the number of Downtime Minutes experienced by Citrix Online's Infrastructure in any given calendar **Quarter**. In the event the availability percentage falls below the top committed range shown in the table below, Customer's account will be credited accordingly.

Committed Range	
99.9% or higher	No Penalty
Below Committed Range	
Availability	Credit
99.8%-99.5%:	1 day contract credit <not to exceed amount: \$250>
99.4%-99.0%:	2 day contract credit <not to exceed amount: \$500>
98.9%-97%:	4 day contract credit <not to exceed amount: \$750>
Below 97%:	6 day contract credit <not to exceed amount: \$1,000>

Definitions, Terms and Conditions	
Downtime Minutes:	The unplanned number of minutes of downtime in which the Citrix Online Infrastructure is unavailable. Time in which the Citrix Online Infrastructure is unavailable due to the implementation of periodic and/or previously announced maintenance and/or upgrades are not included in the Downtime Minutes calculation.
Citrix Online Infrastructure:	The infrastructure (excluding any audio infrastructure), including, but not limited to the servers located at third-party data centers, which are owned and maintained by Citrix Online.
SLA Calculation:	The number of total minutes in the appropriate calendar quarter less the number of Downtime Minutes during such calendar quarter, the difference of which is divided by the number of total minutes in such calendar quarter to arrive at the availability percentage.
Notification of SLA credit:	In the event Customer believes the committed SLA was not met and Citrix Online determines in its reasonable judgment that the Downtime Minutes were not related to the implementation of periodic and/or previously announced maintenance and/or upgrades, Customer must notify Citrix Online in writing within five (5) business days from the time Customer becomes eligible to receive an SLA credit. Failure to provide such timely notification will result in the forfeit of Customer's right to receive an SLA credit for such time period.
Disclaimer of actions caused by / under the control of third parties	Citrix Online does not and cannot control the flow of data beyond the Citrix Online Infrastructure and other portions of the Internet, including Customer's infrastructure. Such data flows depend in large part on the performance of Internet services provided or controlled by third parties.
Citrix Online maintenance windows:	Citrix Online shall make all commercially reasonable attempts to ensure that maintenance performed during standard maintenance windows (Friday 9:00pm PST to Saturday 01:00am PST, subject to change) is not materially service-affecting.