

Citrix Certification Program Candidate Agreement

Citrix Systems, Inc. ("Citrix") and you ("you" or "your") hereby agree that the following terms and conditions (the "Agreement") govern your participation in the Citrix Certification Program (the "Certification Program").

1 Definitions

- 1.1 "Certification Designation" shall mean the specific Certification Program certification designation granted to you upon successful completion of and compliance with the certification requirements for the applicable product line or technology as specified in this Agreement.
- 1.2 "Certification Exam" or "Test" shall mean the applicable certification test for the particular product line or technology for which you have registered.
- 1.3 "Certification Requirements" shall mean those requirements specified or referenced in Section 2.1 of this Agreement that you must meet in order to use and maintain the certification designation and use the Logo in accordance with the terms of this Agreement.
- 1.4 "Logo" shall mean the specific Certification Program logo designated for one of the following certification designations you have earned: Citrix Certified Associate, Professional, Expert and or Master.
- 1.5 "Certification Program Website" shall mean the Certification Program website located at <http://training.citrix.com/certification>.

2 Certification

- 2.1 Certification Requirements. In order to use a certification designation, you must:
 - 2.1.1 Pay the applicable exam fees;
 - 2.1.2 Accept the terms and conditions of this Agreement before completing each certification exam;
 - 2.1.3 Pass all required Tests specified on the Certification Program Website for the applicable certification designation;
 - 2.1.4 Comply with any additional requirements specified on the Certification Program Website for the applicable certification designation;
 - 2.1.5 Keep contact information up to date with both the testing vendor and the Certification Program (including, without limitation, maintaining an updated profile in Citrix's system so that you may access exam results and for other purposes);
 - 2.1.6 Meet all of the Certification Program's continuing certification requirements specified on the Certification Program Website for the applicable certification designation.
- 2.2 Modification to certification requirements or the Certification Program. Citrix reserves the right to change the Certification Program, without cause or notice, including but not limited to

changing certification requirements; specifying an expiration of any certification designation; changing recommended and/or required training courses; and changing test objectives, test content, test passing score, test item type, time allowed for test, and test delivery platform for any certification exam. Furthermore, Citrix may, without cause or notice, require you to update your certification designation by requesting you to re-take any or all-applicable certification exams and/or execute a new version of this Agreement with Citrix. The most current certification requirements for your applicable certification designation may be found on the Certification Program Website.

- 2.3 Certification Designation Grant. Upon completion of the applicable certification requirements and your receipt of your certification kit, and subject to the terms of this Agreement, Citrix grants you a non-exclusive, non-transferable, non-assignable, non-sub licensable, personal, revocable right to designate yourself with the applicable certification designation. You may use that certification designation only to promote your qualifications related to the use of the applicable product line or technology and for no other purpose.
- 2.4 Logo Rights and Restrictions. Upon completion of the applicable certification requirements and your receipt of your certification kit, and subject to the terms of this Agreement, Citrix grants you a non-exclusive, non-transferable, personal right to use the Logo on your resume, business cards, marketing collateral, letterhead and website solely in connection with your provision of services in relation to the Citrix product line, solution or technology for which you have a current, valid certification designation. You are granted no other right, title, or license to the Logo or any other Citrix trademarks or logos.

Your use of the Logo is subject to the terms of this Agreement and Citrix's logo usage guidelines available on <http://www.citrixcertmanager.com/> which are subject to change at Citrix's discretion. You agree that the Logo is owned solely and exclusively by Citrix. You agree not to use the Logo in any manner that would diminish, tarnish or otherwise damage Citrix's image or reputation, or the goodwill associated with the Logo. Upon request, you agree to promptly provide Citrix at your expense samples of any materials bearing the Logo. You agree not to file any application to register any trademark, service mark, or domain name for the Logo or any other mark confusingly similar to the Logo, and not to use Citrix trademarks or potentially confusing variation of Citrix trademarks (including "CTX") as part of your company name, product or service names, or domain names. You agree not to interfere with or bring any kind of action or legal or administrative proceeding in relation to the rights and title of Citrix in or to the Logo or any other Citrix trademarks or logos.

- 2.5 Certification of Minors. If you are under the age of 18, you must have this Agreement countersigned by your parent or legal guardian before taking any certification exam. You must mail or fax the signed Agreement to Citrix at the address provided on the parental/guardian signature page. You may access this entire Agreement and the required signature page at <http://training.citrix.com/cms/education/certification-links/candidate-agreement/>. Minors are

not eligible to complete their certification exam until the Certification Program sends you an email confirming receipt of the signed Agreement. Minors must bring a copy of the receipt to the testing center in order to take any certification exam. Certification exams completed by a minor without the signed Agreement by a parent/guardian are void and invalid.

- 2.6 Term of Agreement. This Agreement will commence immediately upon Candidate's acceptance of the terms and conditions of this Agreement and will remain in effect until terminated in accordance with Section 2.8.
- 2.7 Certification Term. The term during which you may use your applicable Certification designation shall commence upon achieving your Certification designation and shall continue for a period defined for each Certification designation in our Citrix Certification Policies <http://training.citrix.com/cms/education/certification-links/certification-policies/> ("Certification Term"). To maintain your Certification designation you must complete the designated continuing certification requirements prior to the end of your Certification Term. If you do not complete such continuing certification requirements by the end of your Certification Term, your Certification Designation shall terminate. Citrix will publicly announce any changes to such requirements and set reasonable deadlines for achieving those requirements in order to maintain Certification status.
- 2.8 Termination. You may terminate this Agreement at any time upon written notice to Citrix. Citrix reserves the right to terminate this Agreement for cause and revoke your certification designation at any time upon written notice to you (sent to your last known mailing and/or email address). Cause for termination shall include, without limitation, (i) any breach of this Agreement which remains uncured for 30 days following notice of the breach by Citrix, (ii) Citrix's determination, in its sole discretion, that you have cheated on any certification exam, have aided in the cheating of a certification exam or have disclosed test questions of any certification exam to a third party, or (iii) your misrepresentation of your certification designation. Upon termination of this Agreement, all rights related to your certification designation, including all rights to use your certification designation and Logo, will immediately terminate. Except as provided herein, you shall have no further rights or obligations under this Agreement after termination.
- 2.9 Verification of Candidates. Citrix reserves the right to use any reasonable methods for the purpose of verifying the identity of certification candidates, including, without limitation, the use of challenge questions, identification numbers, photographic verification, and signature verification.

3 Compliance with testing regulations

- 3.1 You agree to comply with all testing regulations required by Citrix and/or Citrix's authorized contractors administering the certification exam including, without limitation, the policies listed below.
- 3.2 No Cheating. You agree that all work submitted by you in completing the certification exam and in satisfaction of the certification requirements, including certification exam answers, assignments, resolutions and personal registration information, is entirely your own. You will neither: (i) provide nor accept improper assistance; nor (ii) use unauthorized materials in attempting to satisfy certification requirements (including unauthorized certification content provided by third parties).
- 3.3 No Misconduct. You agree that you will not (i) falsify your identity or impersonate another individual; (ii) forge any certification designation certificates, certification exam score reports, identification cards or any other certification exam records; (iii) engage in fraudulent conduct or misrepresent yourself as certified when you have not successfully met the applicable certification requirements; (iv) misuse or disclose to another person your testing id number, member site username and/or password or any other Certification Program identities; (v) copy, resell, distribute or misuse any certification exam voucher(s) or any other certification exam discount; (vi) use any certification exam vouchers obtained from an unauthorized source; or (vii) engage in any other misconduct that could be considered by Citrix, in its sole discretion, as compromising the integrity, security or confidentiality of the certification exam or the Certification Program.
- 3.4 No Misuse of the Test. You agree that you will not copy, publish, offer to sell, sell, publicly perform or display, distribute in any way or otherwise transfer, modify, make derivative works thereof, reverse engineer, decompile, disassemble or translate any certification exam or part thereof.
- 3.5 Retake Policy. You agree to comply with Citrix's certification exam retake policy when retaking any certification exam that you previously failed. Retaking a passed certification exam is prohibited. The retake policy is available on the CertificationProgram Website.
- 3.6 Certification Exam Materials. Citrix and its testing partners may impose restrictions or regulations governing the use of any materials that you may bring into the examination area and/or refer to during the certification exam. You agree to return any such examination material to Citrix or the testing partners, as may be directed upon completion of the certification exam.

4 Citrix action for noncompliance

You understand and agree that, if for any reason and at its sole discretion, Citrix believes your exam results do not accurately reflect your true knowledge or mastery of the subject matter of the test and/or that you have violated the compliance terms set forth in section 3, Citrix has the right (without refund of any kind) to deny you any further participation in the test, cancel a passed test result, revoke any pre-existing Citrix certifications, your Citrix certified status and any other rights previously conferred on you by Citrix, and to permanently bar you from any further participation in the Certification Program.

5 Representations and warranties

- 5.1 By You. You represent and warrant that (i) you will refrain from any conduct that could reflect unfavorably on or may harm the goodwill and reputation of Citrix or its products; and (ii) you shall not make any representation, warranty or promise on behalf of or binding upon Citrix.
- 5.2 Disclaimer. Citrix makes and you receive no warranties or conditions of any kind, express, implied or statutory, related to or arising in any way out of this Agreement. Citrix specifically disclaims any implied warranty for merchantability, fitness for a particular purpose and non-infringement of any third party rights.

6 Privacy

Citrix will treat the personal information you provide while participating in the Certification Program in accordance with the Citrix privacy policy, located at <http://www.citrix.com/about/legal/privacy.html>. Please note that Citrix's test delivery vendor may gather the information on behalf of Citrix. The vendor may also request to contact you directly about their products and services; however, providing that consent is optional, and you should review their privacy policies to address your particular needs and concerns.

If you are, or become, employed by a Citrix partner, Citrix may provide information to such partner about your certification designation status (including information regarding any revocation by Citrix of your certification designation).

7 Indemnification

You agree to indemnify, defend and hold Citrix harmless against any losses, liabilities, damages, claims and expenses (including attorneys' fees and court costs) arising out of any claims or suits, whatever their nature and however arising, in whole or in part, which may be brought or made against Citrix, or its affiliates, officers, employees or assigns, in connection with: (i) any personal injury, property damage or other claims which are caused, directly or indirectly by any negligent act, omission, illegal or willful misconduct by you, (ii) your use of

misuse of certification designation and/or the Logo; (iii) your use or misuse of Citrix's confidential information; and/or (iv) your breach of any obligations or warranties under this Agreement.

8 Limitation of liability

- 8.1 Liability. The certification exam may be administered by an independent testing vendor. You acknowledge and agree that Citrix shall have no liability to you for any claim in any way related to the certification exam, including but not limited to registration, the testing environment, delivery of the certification exam, exam fees, and the accuracy, timeliness or reporting of certification exam results.
- 8.2 Damages. Citrix shall not be liable for any indirect, incidental, special, punitive, or consequential damages or any loss of profits, revenue, data or use. Citrix's liability for direct damages, whether in contract, tort or otherwise, shall be limited to the fees paid to Citrix under this Agreement.

9 Independent contractor

You acknowledge that both parties are independent contractors. You will not represent yourself as an agent, employee, consultant, contractor or legal representative of Citrix or any subsidiary thereof based upon this Agreement.

10 Confidentiality and ownership

- 10.1 Confidential Information. The certification exam (including without limitation, questions, answers, worksheets, computations, drawings, diagrams, length and number of exam segments and/or questions, or any communication related to the certification exam) is the confidential property of Citrix (the "Confidential Information") and is made available to you for the sole purpose of testing your knowledge in the technical area referenced in the title of the applicable certification exam.
- 10.2 Protection. You agree (i) to hold the Confidential Information in confidence and take all reasonable precautions to protect it; (ii) not to use the Confidential Information at any time during the term or after the termination of this Agreement; except as provided herein; and (iii) that you shall not disclose, publish, reproduce or transmit any Confidential Information to any third party, in any form, including without limitation, verbal, written, electronic or any other means for any purpose.

10.3 Ownership. Citrix retains all rights, title and interest in and to all information, content and data contained in certification exams and all copyrights, patent rights, trademark rights and other proprietary rights thereto provided by Citrix under this Agreement.

11 General

- 11.1 Governing Law. This Agreement is governed by the substantive and procedural laws of Florida and you and Citrix agree to submit to the exclusive jurisdiction of, and venue in, the courts in Broward County in Florida in any dispute arising out of or relating to this Agreement.
- 11.2 Severability and Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, then the other provisions of this Agreement shall continue in full force and effect. Except for actions for nonpayment or breach of Citrix's intellectual property or other proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 11.3 No Assignment. You may not assign your rights and/or obligations, in whole or in part, under this Agreement to any third party. Any such attempted assignment shall be null and void.
- 11.4 Survival. Provisions that survive termination or expiration of this Agreement include those pertaining to limitation of liability, indemnification, nondisclosure, and others, which by their nature are intended to survive.
- 11.5 Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

Citrix Certification Program Agreement Minor Parent/Guardian Signature Page

YOU AND YOUR PARENT/GUARDIAN HEREBY REPRESENT TO CITRIX THAT YOU BOTH (1) HAVE READ AND UNDERSTOOD THE TERMS OF THE CITRIX CERTIFICATION PROGRAM CANDIDATE AGREEMENT; AND (2) ARE AGREEING THAT CITRIX MAY USE YOUR PERSONAL INFORMATION AS STATED IN THE AGREEMENT.

By signing below, the Minor Certification Candidate and Parent/Guardian acknowledge and agree that You are bound by the terms and conditions of the Citrix Certification Program Candidate Agreement, and consent that Citrix may use Your personal information as stated in the Agreement.

Upon receipt of the Agreement and this signature page by the Certification Program, Citrix will process your signed agreement within 7 – 14 business days. You will receive an email confirmation from training@citrix.com once Your signed agreement has been processed. The Minor Certification Candidate may not complete any Certification Program exam until You have received the email confirmation and present it to the Testing Administrator at the Citrix testing center or at the testing center of the Citrix authorized contractor administering the Citrix Certification Exam.

Minor Signature

Date

Parent/Guardian Signature

Date