ENTERPRISE AUTHORIZED USER LICENSING AGREEMENT

EFFECTIVE DATE: _____   **AGREEMENT NO:** _____

This Enterprise Authorized User Licensing Agreement ("Agreement") is entered into between Citrix Systems International GmbH, Rheinweg 9, CH-8200 Schaffhausen, Switzerland ("Citrix").

CUSTOMER INFORMATION

Establishment Name ("Customer"):		School ☐ Local Authority ☐ Other ☐
Street Address:		
City/State:	Country:	Zip/Postal Code:
Contract Administrator Name:		
Telephone:	Fax:	E-mail:
Technical Point of Contact:		
Telephone:	Fax:	E-mail:
Estimated % of Purchases for Each Geographic Area: __% Europe/Middle East/Africa __% Americas __% Asia/Pacific		

ISV INFORMATION - RM

Name: RM Education Plc		
Address: New Mill House, 183 Milton Park, Abingdon		
City/State: Oxfordshire	Country: United Kingdom	Zip/Postal Code: OX14 4SE
Contact Name: Ali Junkison		
Telephone: 01235 823462	Fax:	E-mail: ajunkison@rm.com

Please return this Agreement to:
Please return this Agreement to: **Citrix Systems International GmbH, Contract Administration, Eurohaus, Rheinweg 9, CH-8200 SCHAFFHAUSEN, Switzerland ■ Fax: +41 52 635 77 14**

TERMS AND CONDITIONS

Citrix and Customer enter into this Agreement to enable Customer to purchase Citrix software licenses and hardware products together with RM Solution. All orders during the term of this Agreement shall be placed pursuant to purchase orders submitted by Customer to RM.

1.	Definitions.

1.1.	"Agreement" means the present Citrix License terms and conditions.

1.2.	"Authorized User" means an individual authorized by Customer to use the RM Solution.

1.3.	"Appliance" means a Hardware appliance with included Software.

1.4.	 "Customer" means an entity that is under one single Department for Children, Schools and Families identification number either at Local Authority or school level, as the case may be and that is identified on the cover sheet hereto purchasing and/or using products under the terms of this Agreement.

1.5.	"Documentation" means the user documentation for the applicable Product.

1.6.	"RM" means the Independent Software Vendor ("ISV") authorized by Citrix to sell certain Products together with RM Solution.

1.7.	"RM Solution' means the following product delivered by ISV: CC3 Anywhere; CC4 Anywhere.

1.8.	"Open Source Software" means software distributed by Citrix under an open source licensing model (e.g., the GNU General Public License, BSD or a license similar to those approved by the Open Source Initiative).

1.9.	"Product" means, separately or collectively, Software, Appliance, and/or Documentation.

1.10.	"Software" means a Citrix proprietary software program in object code form distributed hereunder.

1.11.	"Affiliate" means any entity that is under one single Department for Children, Schools and Families identification number either at Local Authority or school level, as the case may be.

1.12.	"Hardware" means the hardware components of an Appliance supplied by Citrix.

2.	Term and Termination.

2.1.	Term. The term of this License Agreement shall commence on the last signature date ("Effective Date") and continue until terminated.

2.2.	Termination by Customer. Customer may terminate this Agreement at any time upon thirty (30) days written notice to Citrix and by removing the Software from its hardware, computer and any other appliance on which the Software can be installed and destroying all copies and providing written notice to Citrix with the serial numbers of the terminated licenses. Upon such termination, (i) Customer shall remain obligated to make all payments required under this Agreement and shall not be entitled to any refund or return of payment; and (ii) Customer shall have no right to licenses in excess of those purchased by Customer.

2.3.	Termination for Breach. Citrix may terminate this Agreement if Customer violates any grant of license, license restriction or proprietary right and fails to cure that violation within thirty (30) days after its receipt of written notice from Citrix identifying the violation. Upon such termination, all licenses subject to this Agreement shall immediately terminate. Customer must promptly cease use of such licenses and destroy all associated Products and copies thereof.

3.   License.

3.1.   License. Citrix hereby grants Customer a non-exclusive, non-transferable (except to the extent expressly permitted in this Agreement), worldwide, perpetual license to use Products pursuant the following conditions.

The Authorized User Licensing Model requires Customer to pay a per Authorized User price to Citrix via RM for each and every RM Solution of the Customer that can connect to Customer servers.   Customer's initial purchase order to RM shall be equal to the total number of RM Solutions installed by Customer.

Increased of RM Solutions. Customer shall send a written notice to RM and Citrix, within sixty (60) days after any increase in the number of its RM Solutions above the Authorized User licenses previously purchased and paid for by Customer to Citrix via RM. Concurrent with the delivery of such written notice, Customer shall submit an order to RM as per Authorized User price for each additional RM Solutions added by Customer.

Software is licensed to Customer only for use with RM Solution. Citrix and its licensors own all right, title, and interest in: (i) the Products; and (ii) all intellectual property of any kind relating to the design, manufacture, or operation of the same. Except as expressly provided in this Agreement, Customer may not: (i) use, copy (except as set forth in Section 3.2. Other Rights below), modify, or transfer Products or any copy in whole or in part, or grant any rights in the Products ; (ii) translate, reverse engineer, decompile, disassemble, or create derivative works based on the Products (except to the extent expressly permitted by applicable law and to the extent that such rights cannot be limited); (iii) rent or lease the same (but allowing for use in providing application services as set forth in Section 3.2 below); or (iv) remove any proprietary or intellectual property notices, labels, or marks. To the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) gives Customer the right to perform any of the activities mentioned in sub-paragraphs (i) and (ii) above without Citrix' consent for purposes specified in the respective statutes, Customer agrees to provide Citrix with a written request detailing the information Customer is seeking to gain and the purpose for which Customer needs the information before exercising any such statutory rights. Only if and after Citrix, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights. For information regarding software interoperability, please write: Citrix Systems International GmbH, Rheinweg 9, CH-8200 SCHAFFHAUSEN, Switzerland, Attn: Interoperability.

3.2.   Other Rights.

3.2.1.   Copies. Customer may make a reasonable number of copies of the Software in machine-readable form solely for back-up purposes and/or disaster recovery.

3.2.2.   Hosting and Outsourcing Services. Customer cannot use the Products to provide Hosting and Outsourcing Services to third parties.

4.   Order and Delivery.

4.1.   Ordering via Distribution. During the term of this Agreement, Customer shall make purchases pursuant to purchase orders submitted to RM. Citrix provides Customer with the suggested retail prices for product offerings. RM determines Customer's price and payment terms.

4.3.   Delivery.RM will provide Customer with each selected Product.

4.4.   No Refunds. Except as set forth in Sections 5. Limited Warranty and Disclaimer and 6. Indemnification, neither Citrix nor RM will be obligated to pay any refund of amounts paid by Customer pursuant to this Agreement.

5.   Limited Warranty and Disclaimer.

5.1.   Software Product Limited Warranty. Citrix warrants that, for a period of ninety (90) days from the date of delivery of Software: (i) the media on which the Software is furnished will be free from defects in materials and workmanship; and (ii) the Software will perform substantially in accordance with the documentation included with the Software. CUSTOMER's exclusive remedy and the entire liability of Citrix, its licensors, and suppliers under this warranty (which is subject to Customer's returning the Software to RM will be, at the sole discretion of Citrix, to replace the Software or refund the purchase price.

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

5.3.   CUSTOMER's Warranty. CUSTOMER warrants that it has the authority to bind under this Agreement those of its Affiliates making any use of the Products. CUSTOMER will be liable to Citrix in the event any Affiliate fails to comply with any term or condition of this Agreement. In the event an Affiliate signs an Affiliate Agreement in the format of the attached Annex A and places an order, the Affiliate shall be liable for the compliance of the license terms and conditions.

5.4.   Disclaimer of Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, CITRIX AND ITS SUPPLIERS MAKE, AND CUSTOMER RECEIVES, NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO PRODUCTS, AND MAINTENANCE ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT (CITRIX OFFERS INFRINGEMENT INDEMNIFICATION IN SECTION 6).

5.5.   THIS SECTION 5 GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

6.   Indemnification.

6.1.   Defense or Settlement of Claims. Citrix shall hold harmless, indemnify and defend any claim, suit or proceeding brought against CUSTOMER based on an allegation that a Product (excluding Open Source Software) as delivered hereunder infringes upon any patent or any copyright or violates any trade secret rights of any party ("Infringement Claims"), provided CUSTOMER promptly notifies Citrix in writing of its notification or discovery of an Infringement Claim such that Citrix is not prejudiced by any delay of such notification. Citrix shall pay reasonable attorney's fees, court costs, and damages finally awarded in such Infringement Claim and the reasonable costs associated with its settlement of any Infringement Claim. Citrix will have sole control over the defense or settlement of any Infringement Claim, and CUSTOMER will provide reasonable assistance in the defense of same. Citrix will reimburse CUSTOMER for reasonable expenses incurred in providing such assistance.

6.2. <u>Infringement Cures</u>. Following notice of an Infringement Claim, or if Citrix believes such a claim is likely, Citrix will, at its sole expense and option: (i) procure for CUSTOMER the right to continue to use the allegedly infringing Product; (ii) replace or modify the Product to make it non-infringing; or (iii) accept return and refund as appropriate payments made for the Product by CUSTOMER, on a three (3) year straight line depreciation basis.

6.3. <u>Limitation</u>. Citrix assumes no liability, and shall have no liability, for any Infringement Claim based on: (i) CUSTOMER's use of any Product after notice that CUSTOMER should cease use of such Product due to an Infringement Claim; (ii) any modification of a Product by CUSTOMER or at its direction; (iii) CUSTOMER's combination of a Product with non-Citrix programs, data, hardware, or other materials; or (iv) any trademark infringement involving any marking or branding not applied by Citrix or involving any marking or branding applied at CUSTOMER's request.

6.4. THE FOREGOING STATES THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY INFRINGEMENT CLAIM.

7. <u>Audit.</u> Not more frequently than annually and at the expense of Citrix, Citrix may audit CUSTOMER's use of the Products. Any such audit shall be conducted during regular business hours at CUSTOMER's facilities by an independent auditing firm selected by Citrix and shall not unreasonably interfere with CUSTOMER's business activities. CUSTOMER may require the auditing firm to sign a non-disclosure agreement allowing the auditing firm to disclose only the amount of any underpayment to the Citrix Authorized Channel and Citrix as well as any violation of Section 3. <u>License.</u> If an audit reveals that CUSTOMER has underpaid fees for any Products or services to the ISV, in addition to other remedies provided for herein or in any agreement between CUSTOMER and the ISV, CUSTOMER shall be invoiced for such underpaid fees by ISV. If the underpaid fees exceed five percent (5%) of the license fees paid to the ISV, then CUSTOMER shall also pay Citrix' reasonable costs of conducting the audit and shall owe interest on the deficiency to Citrix at an annual rate equal to the lesser of (i) the published rate of EURIBOR plus six per cent (6%) on the due date; or (ii) the maximum interest rate allowed under applicable law. CUSTOMER agrees that Citrix shall have these same rights with respect to any CUSTOMER Affiliate and CUSTOMER shall make all arrangements necessary to ensure that a CUSTOMER Affiliate complies with any audit required by Citrix.

8. <u>Ultrahazardous Activities</u>. The Products are not designed, manufactured or intended for use in any environment in which the failure of the Product could lead to death, personal injury, or severe physical or environmental damage, such as in the control of equipment in any hazardous environment requiring fail-safe performance ("Ultrahazardous Activities"). Citrix, its licensors and suppliers specifically disclaim any express or implied warranty of fitness for Ultrahazardous Activities.

9. <u>Survival</u>.

The following general provisions apply to this Agreement:

Termination or expiration of this Agreement shall not relieve either party of any liability or obligation incurred prior to termination. Sections 3. <u>License</u>, 5.4. <u>Disclaimer of Warranty</u>, 6. <u>Indemnification,</u> 7. <u>Audit</u>, 8. <u>Ultrahazardous Activities,</u> and 9. <u>Survival</u> shall survive the expiration or termination of this Agreement; provided, however, that in the event of a termination by Citrix pursuant to breach, all rights and licenses granted to CUSTOMER shall immediately terminate. All other rights and obligations of the parties shall cease upon expiration or termination of this Agreement.

10. <u>General Provisions</u>.

The following general provisions apply to this Agreement:

10.1. the relationship of Citrix and Customer is that of independent contractors and nothing herein shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise or allow either party to create or assume any obligation on behalf of the other party;

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10.2.   this Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of England and Wales, without regard to the principles of conflict of laws. All disputes arising out of or in connection with this Agreement, which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the competent courts of England and Wales. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property rights.;

10.3.   both parties agree to comply with applicable US or other export and import laws and regulations;

10.4.   any notice required or permitted by this Agreement will be in writing and will be sent by prepaid registered or certified mail, return receipt requested, or by overnight courier, charges prepaid, to the appropriate address set forth on the cover page, or to such other address for which the relevant party gives appropriate notice. Notice shall be deemed given when delivered or, if by fault of the addressee delivery is not accomplished, when sent;

10.5.   nonperformance of either party shall be excused to the extent performance is rendered impossible by Force Majeure, but only for so long as such condition exists;

10.6.   neither this Agreement nor any of the rights or obligations of Customer may be assigned or transferred, by operation of law or otherwise, without the prior written consent of Citrix unless assigned to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all of Customer's assets. Any attempted assignment or transfer in violation of the foregoing shall be void and shall result in the immediate and automatic termination of this Agreement. Subject to this restriction, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and assigns;

10.7.   if any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by a party of a breach of any provision of this Agreement by the party will not operate or be interpreted as a waiver of any other or subsequent breach. All waivers must be in writing;

10.8.   the headings used in this Agreement and any applicable Exhibit(s) are intended for convenience only and shall not supersede or modify any provisions;

10.9.   this Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument;

10.10. no modification or amendment to this Agreement shall be effective unless in writing and signed by a duly authorized representative of each party;

10.11. nothing contained in any purchase order or any other document submitted by Customer shall in any way modify the terms and conditions contained in this Agreement;

10.12. all references in this Agreement or in related documentation to the "sale" or "purchase" of Products shall mean the distribution of software to Customer subject to the licenses granted under this Agreement;

10.13. this Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, including any subsequent licensing agreements Citrix may include or ship with Products, or discussions, oral or written, relating to the subject matter hereunder;

Customer, on its behalf and on behalf of its Customer Affiliates, agrees to the terms and conditions of this Agreement, and the undersigned is duly authorized to execute this Agreement on behalf of Customer and such Customer Affiliates.

CITRIX SYSTEMS INTERNATIONAL GMBH   **CUSTOMER:**

                                                    _____
                                                    Print Name of Customer

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

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AFFILIATE AGREEMENT

AFFILIATE CONTACT INFORMATION

Please provide the following contact and delivery information. The Technical Point of Contact listed below will receive the User Licenses and will be responsible for Subscription Advantage renewals.

Customer Name: *<Print name of the establishment that signed the ELA >*		**ELA Agreement Number:**	
Affiliate Name:		School ☐ Local Authority ☐ Other ☐	
Street Address:			
City/State:	Country:		Zip/Postal Code:
Contract Administrator Name:			
Telephone:	Fax:		E-mail:
Technical Point of Contact:			
Telephone:	Fax:		E-mail:

Citrix Systems International GmbH ("Citrix") and Affiliate enter into this Affiliate Agreement to license to Affiliate certain Citrix Products in accordance with the terms and conditions of the Enterprise Authorized User License Agreement ("ELA").

Affiliate represents that it is approved by the Customer to participate in the ELA and agrees to be legally bound by this Affiliate Agreement and the ELA.

Affiliate and Citrix will be directly responsible to each other for the performance of Customer Affiliate Agreement and AELA obligations.

The license grants and restrictions for Software are described in the ELA. It is Customer's responsibility to provide Affiliate with a copy of the ELA the terms and conditions of which are incorporated herein. Any terms submitted with an order do not modify the ELA or this Affiliate Agreement unless the parties agree otherwise in writing.

Any termination by Affiliate or Citrix of Affiliate's membership in the Enterprise Authorized User License program shall only affect the ELA relationship between Affiliate and Citrix. Any expiration or termination of the ELA shall also be an expiration or termination of this Affiliate Agreement.

This Affiliate Agreement and any dispute arising out of or in connection with this Affiliate Agreement will be governed by the laws of England and Wales, without reference to Conflict of Laws principles, excluding the United Nations Convention on Contracts for the International Sale of Goods. Affiliate consents to the exclusive personal jurisdiction and venue of the competent courts in England and Wales. Notwithstanding the foregoing, either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property rights.

Affiliate has read, understands and agrees to the terms and conditions of this Affiliate Agreement and the ELA, and is authorized to execute this Affiliate Agreement on behalf of Affiliate. This Affiliate Agreement and the ELA with its exhibits (if any) shall constitute the entire Agreement between Citrix and the Affiliate.

CITRIX SYSTEMS INTERNATIONAL GMBH

AFFILIATE

_____

_____

<Print Name of Affiliate>

Signature: _____

Signature: _____

Name: _____

Name:_____

Position: _____

Position: _____

Date: _____

Date: _____