## CITRIX SYSTEMS, INC.

## EARLY RELEASE AGREEMENT

This is a legal agreement (AGREEMENT) between you, the recipient of the downloaded software (YOU), and Citrix Systems, Inc. (CITRIX). BY DOWNLOADING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD THE SOFTWARE. THIS AGREEMENT IS PERSONAL TO YOU AND YOU HEREBY AGREE NOT TO TRANSFER THE SOFTWARE OR ASSIGN THIS AGREEMENT TO A THIRD PARTY WITHOUT PRIOR WRITTEN CONSENT OF CITRIX.

- 1. License Grant. Citrix grants to You, subject to the terms and conditions of this Agreement, a limited, royalty-free, non-transferable, non-sublicenseable and non-exclusive license to use, for internal testing purposes only, this Citrix early release product and documentation (hereinafter collectively referred to as the "Product").
- 2. Term and Termination. This Agreement, including the license granted hereunder, is valid only until the expiration date identified by Citrix (on the download site or in the Product documentation or readme). Either party may terminate this Agreement earlier without cause by providing thirty (30) days' prior written notice to the other party. In the event that You shall at any time neglect, or fail or refuse to comply with the terms of this Agreement, Citrix, at its option, may terminate this Agreement without prior notice. The Product code must be deleted in its entirety within thirty (30) days after expiration or earlier termination of the license. The Product may contain a time-bomb causing it to cease working on its expiration date.
- 3. Delivery of Test Programs. You acknowledge that this Agreement shall not create any obligation on the part of Citrix to make the Product commercially available.
- 4. Use of Product. You certify that this software will only be used for testing purposes, and will not be rented, leased, sold, sublicensed, assigned, or otherwise transferred. Further, You certify that You will not transfer or export any product, process, or service that is the direct product of the software. You shall not use or rely on the software, or any excerpts, variations or derivations thereof, in connection with the development by You of any programs, writings or works or in connection with the production of products or the performance of services for third parties without the prior written authorization of Citrix.
- 5. Rights and Confidentiality. All right, title and interest in and to the Product and all copies and revisions thereof shall at all times remain vested in Citrix. You shall not, and shall not permit any of your employees to: (i) reproduce or copy any Product except as expressly provided in this Agreement; (ii) remove any copyright or proprietary notice contained or included in the Product; or (iii) decompile, disassemble or reverse engineer the Product. Your obligations hereunder shall not depend on the presence or absence of any copyright and/or proprietary legends on any Product. All improvements, updates, modifications or enhancements ("Revisions") made to the Product by you or Citrix, whether or not conceived or made in the course of or as a result of Your performance hereunder, are and shall remain the property of Citrix. You acknowledge and expressly agree that any contribution in the form of services, suggestions, ideas, reports, listing of defects or deficiencies, expenditures, logs or otherwise by You to any such improvements, updates, modifications or enhancements shall not give or grant You any right, title or interest in any such Revisions. You agree to allow Citrix to incorporate into any commercial product derived from a Product any suggested Revisions of any kind, without compensation and without retention by You of any proprietary claim. The Product and Revisions are confidential to Citrix until otherwise made public in a commercial release, if at all.
- 6. Maintenance. Citrix shall be under no obligation to make any tests, revisions, or repairs to the Product requested by You, or to maintain any Product at any desired level of performance, or to keep it in operating condition, or even to continue to market or sell the Product.
- 7. Disclaimer of Warranty and Risk of Use. IT IS UNDERSTOOD BY YOU THAT THE PRODUCT MAY CONTAIN DEFECTS AND THAT CITRIX MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING ITS USE, PERFORMANCE, OPERATION OR SUPPORT. BY WAY OF EXAMPLE, BUT NOT OF LIMITATION, CITRIX MAKES NO REPRESENTATIONS OR WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. USER ACKNOWLEDGES THAT THE PRODUCT IS DELIVERED ON AN "AS IS" BASIS AND

THAT USER'S USE OF THE PRODUCT SHALL BE AT USER'S SOLE RISK. USER SHALL HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACK-UP OF ANY DATA USED IN CONNECTION WITH THE TESTING OF THE PRODUCT.

- 8. Limitation of Liability. USER AGREES THAT IN NO EVENT SHALL CITRIX BE LIABLE FOR (i) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, EQUIPMENT DOWN-TIME, LOSS OF DATA, LOST PROFITS, OR EXEMPLARY OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE AND EVEN IF CITRIX OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCT, WHETHER IN AN ACTION IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. CITRIX SHALL IN NO EVENT BE LIABLE FOR DAMAGES WHICH EXCEED \$100.00.
- 9. Survival. Your obligations under Section 4, Use of Product, Section 5, Rights and Confidentiality, Section 7, Disclaimer of Warranty and Risk of Use, and Section 8, Limitation of Liability, hereof shall survive termination or expiration of this Agreement.
- 10. Equitable Relief. You hereby acknowledge that unauthorized disclosure or use of the Product would cause irreparable harm and significant injury to Citrix that may be difficult to ascertain. Accordingly, You agree that Citrix will have the right to obtain immediate injunctive relief to enforce Your obligations under this Agreement in addition to any other rights and remedies belonging to Citrix.
- 11. Notices. Any notice, request, instruction, or other document to be given by a party under this Agreement shall be delivered to the other party (i) in person, (ii) by one day express courier service, (iii) by first class mail, certified or registered, return receipt requested, or (iv) by telex or telefax (such telex or telefax to be confirmed within 12 hours by letter posted by first class mail, certified or registered, return receipt requested, or by one day express courier service).
- 12. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to the matters contained herein. There are no promises, covenants or undertakings other than those expressly set forth herein. This Agreement may not be modified except by a writing, executed by authorized representatives of Citrix and You. This Agreement and the other licenses granted hereby are not assignable by You without the prior express written consent of Citrix. The headings and captions contained herein shall not be considered to be part hereof for purposes of interpretation or application hereof, but are for convenience only. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without giving effect to the principles of conflicts of laws of such state, and shall be binding upon the parties hereto in the United States and worldwide. Any claims or legal actions by one party against the other arising under this Agreement or concerning any rights under this Agreement shall be commenced and maintained in any state or federal court located in the State of Florida and both parties hereby submit to the jurisdiction and venue of any such court.

CTX code: ERgen P A123344