



STATE AND LOCAL GOVERNMENT PROGRAM
MASTER AGREEMENT

EFFECTIVE DATE: 9-11-06

AGREEMENT NO: SOC110906

This State and Local Government Program Master Agreement ("Agreement") is entered into between Citrix Systems, Inc., a Delaware corporation with headquarters at 851 West Cypress Creek Road, Fort Lauderdale, Florida, 33309 ("Citrix"), and the undersigned Customer.

CUSTOMER INFORMATION

Name ("Customer"): State of Colorado		State <input type="checkbox"/>	Local <input type="checkbox"/>	Other <input type="checkbox"/>
Address: 633 17 th Street, Suite 1520				
City/State: Denver, CO		Country: USA		Zip/Postal Code: 80202
Contact Name: Peter Van Ronk				
Telephone: 303-866-6162		Fax: 303-866-6016		E-mail: peter.vanronk@state.co.us

Please return this Agreement to:

Citrix Systems, Inc. ■ Sales Department ■ 851 West Cypress Creek Road ■ Fort Lauderdale, FL 33309 ■ Tel: 1-800-437-7503 ■ Fax: 954-267-9319

TERMS AND CONDITIONS

Citrix and Customer enter into this Agreement to enable Customer to purchase licenses to certain Citrix products. All orders during the term of this Agreement shall be placed pursuant to purchase orders submitted to Reseller.

1. Definitions.

1.1. "Agreement" means the cover page and these terms and conditions.

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

1.3. "Customer" means the State of Colorado as set forth on the cover sheet hereto. The term "Customer" shall also apply to any Customer Affiliate for the purpose of identifying the rights and obligations of any such Customer Affiliate purchasing and/or using Products under the terms of this Agreement.

1.4. "Customer Affiliate" means any government agency, department, instrumentality, division, unit or other office of the State of Colorado; county, city, municipality, town, township, special district, or other similar type of governmental instrumentality established by the laws of the State of Colorado and located within the state's jurisdiction and geographic boundaries authorized by Customer to purchase and/or use Products under the terms of this Agreement; provided however, that each Customer Affiliate must abide by its respective procurement rules when placing orders under this Agreement.

1.5. "Reseller" means a reseller authorized by Citrix to sell licenses under this Agreement.

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

1.7. "Open Source Software" means third party software distributed by Citrix under an open source licensing model (e.g., the GNU General Public License).

1.8. "Software" means a Citrix software product in object code form distributed hereunder.

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

2. COLORADO SPECIAL PROVISIONS.

2.1. Controller's approval. CRS 24-30-202 (1.). This Agreement shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2.2. Fund Availability. CRS 24-30-202 (5.5) Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

2.3. Independent Contractor 4 CCR 801-2. CITRIX SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER CITRIX NOR ANY AGENT OR EMPLOYEE OF CITRIX SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF CUSTOMER. CITRIX SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT. CITRIX ACKNOWLEDGES THAT CITRIX AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CITRIX OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT CUSTOMER DOES NOT PAY FOR OR OTHERWISE PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY CUSTOMER) AND UNEMPLOYMENT COMPENSATION INSURANCE IN

THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF CITRIX, ITS EMPLOYEES AND AGENTS.

2.4. Non-Discrimination. Citrix agrees to comply with all applicable state and federal laws respecting discrimination and unfair employment practices.

2.5. Choice of Law. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference, which provides for arbitration by any extrajudicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise.

At all time during the performance of this contract, Citrix shall comply with all applicable federal and State laws, rules and regulations that have been or may hereafter be established.

2.6. Vendor Offset. CRS 24-3—202 (1) & CRS 24-30-202.4 Pursuant to CRS 24-30-202.4 (as amended), Customer's State Controller may withhold debts owed to Customer's State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State of Colorado or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

2.7. Software Piracy Prohibition Governors' Executive Order D 202 00. No State of Colorado or other public funds payable under this Agreement shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions.

2.8. Employee Financial Interest. CRS 24-18-201 & CRS 24-50-507. The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

2.9. Illegal Aliens – Public Contracts for Services. CRS 8-17.5-101 and 24-76.5-101. Citrix certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Citrix shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Citrix that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Citrix represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). Citrix shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If Citrix fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., Customer may terminate this contract for breach and Citrix shall be liable for actual and consequential damages to the State of Colorado.

A contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Agreement. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a contractor that receives federal or state funds under this Agreement must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

3. Term and Termination.

3.1. Term. Unless terminated earlier as provided in this Section 2, the term of this Agreement shall commence on the Effective Date and shall end two (2) years later.

3.2. Termination by Customer. Customer may terminate this Agreement for any or no reason, at any time, upon thirty (30) days written notice to Citrix. Upon such termination, (i) Customer shall remain obligated to make all payments required under any purchase order or other contractual obligation with the Reseller and shall not be entitled to any refund or return of payment from the Reseller or Citrix; and (ii) Customer shall have no right to licenses in excess of those purchased by Customer.

3.3. 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 Software deliverables and copies thereof. The terms of this Section 3.3 apply only to the Customer or Customer Affiliate found in breach of the Agreement; the Agreement shall remain in effect for any remaining Customer or Customer Affiliate.

4. License and Maintenance.

4.1. License. Citrix hereby grants Customer a non-exclusive, non-transferable (except to the extent permitted in Section 10(vi)), worldwide, perpetual license to use Products up to the number of licenses purchased. Software included in an Appliance is licensed to Customer only for use on Hardware. 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 4.2 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 4.2 below); or (iv) remove any proprietary or intellectual property notices, labels, or marks.

4.2. Other Rights. Customer may use server software contained in Software to provide application services to third parties, but Customer's total usage will be limited to the number of licenses purchased. Customer may copy and distribute client software contained in the relevant Software, if any, to such third parties in providing such services. Customer may make a reasonable number of copies of the Software in machine-readable form solely for back-up purposes and/or disaster recovery.

4.3. Maintenance. The Reseller will provide the Customer with available Product maintenance models (e.g., software

update subscriptions and hardware replacement and extended warranty plans).

5. Order and Delivery.

5.1. Orders. During the term of this Agreement, Customer shall make purchases pursuant to purchase orders submitted to Reseller. Each such purchase order shall reference and incorporate this Agreement. Citrix provides the Reseller with the suggested retail prices and suggested discounts for product offerings as identified in Exhibit A. The Reseller determines Customer's price and payment terms. Customer acknowledges that support services may be provided by Citrix-authorized Resellers identified in Exhibit B, or by Citrix in accordance with the Citrix Preferred Support Services Agreement, a sample of which is attached hereto as Exhibit C.

5.2. No Refunds. Except as provided in sections 6.1, 6.2, and 8.2 below, under no circumstance will Citrix or Reseller be obligated to pay, and Customer be due, any refund of amounts paid by Customer pursuant to this Agreement.

5.3. Delivery. Citrix will provide Customer with the selected Software deliverable in a physical media kit or via electronic download. Hardware will be delivered by the Reseller.

6. Limited Warranty and Disclaimer.

6.1. Software 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 product (excluding Open Source Software) will perform substantially in accordance with the documentation included with the product. 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 product to the Reseller) will be to replace the product or refund the purchase price at its sole discretion.

6.2. 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. You 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 Reseller) will be to replace the Hardware or refund the purchase price at its sole discretion. This warranty does not cover any loss or damage which is due to any of the following: (1) improper installation, maintenance, adjustment, repair or modification by Customer or on Customer's behalf; (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) software or software drivers.

6.3. Disclaimer of Warranty. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTIES, CITRIX AND ITS SUPPLIERS MAKE AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO PRODUCTS, SERVICES 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, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6.4. THIS SECTION 6 GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER

RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

7. Limitation of Liability.

7.1. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 8, INDEMNIFICATION, ANY INSURANCE CLAIMS UP TO THE COVERAGES SPECIFIED IN SECTION 9 (WHERE CITRIX IS NEGLIGENT AND PROVIDED THAT THE CLAIMS BE APPLICABLE TO THE REQUIRED COVERAGE TYPES), AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CITRIX, ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, MULTIPLE, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY, LOST PROFITS, COSTS OF RECOVERY OR ANY OTHER DAMAGES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT CITRIX OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 8, INDEMNIFICATION, THE TOTAL CUMULATIVE LIABILITY OF CITRIX AND ITS LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID AND OWING TO CITRIX OR THE RESELLER FOR THE PRODUCTS DURING THE RELEVANT AGREEMENT TERM. IN NO EVENT SHALL CITRIX OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

7.2. THE EXISTENCE OF CLAIMS OR SUITS WITH RESPECT TO MORE THAN ONE CITRIX PRODUCT WILL NOT ENLARGE OR EXTEND THE ABOVE LIMITATIONS ON LIABILITY.

8. Indemnification.

8.1. Defense or Settlement of Claims. Citrix shall indemnify and defend, or at its option settle 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 trademark or 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.

8.2. Infringement Cures. 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 or service; (ii) replace or modify the product or service to make it non-infringing; or (iii) in the case of a product, accept return and refund as appropriate payments made for the product by Customer, on a three (3) year straight line depreciation basis; or (iv) in the case of a service, discontinue the service and refund any payments for the service beyond the date of discontinuance.

8.3. Limitation. Citrix assumes no liability, and shall have no liability, for any Infringement Claim based on: (i) Customer's use of any product or service 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 or a service 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. THIS SECTION 8 STATES THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY INFRINGEMENT CLAIM.

9. Insurance.

9.1 Citrix will procure and maintain the following insurance coverage, at all times when performing services on Customer's premises under this Agreement, via either commercial insurance, self-insurance, a combination of the two or any other similar risk financing alternative:

- Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate;
- Workers' Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance) covering Citrix employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by Citrix employees;
- Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
- Professional Liability/Errors & Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Citrix or its employees in the performance of services, with a limit of liability of not less than U.S. \$1,000,000 per claim; and

9.2 Citrix will provide Customer with evidence of coverage on request and name the Customer as additional insured on the Commercial General Liability policy.

10. General Provisions.

The following general provisions apply to this Agreement:

- (i) 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;
- (ii) reserved;
- (iii) Customer agrees to comply with all applicable laws, including without limitation all export and import laws, whether U.S. or foreign;
- (iv) 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 delivery is not accomplished by some fault of the addressee, when sent;
- (v) 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;
- (vi) 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;

(vii) 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;

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

(ix) 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;

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

(xi) 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;

(xiii) 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;

(xiv) this Agreement constitutes the entire agreement between the parties and supercedes any and all other agreements or discussions, oral or written, relating to the subject matter hereunder; and

(xv) termination or expiration of this Agreement shall not relieve either party of any liability or obligation incurred prior to termination. Sections 2, Term and Termination, 3, License, 6, Limitation of Liability, 6, Indemnification, and 8, General Provisions shall survive the expiration or termination of this Agreement; provided, however, that in the event of a termination by Citrix pursuant to Section 2.3, Termination for 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.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CITRIX SYSTEMS, INC.:

STATE OF COLORADO:

BILL OWENS GOVERNOR

By Citrix Systems, INC
Legal Name of Contracting Entity

By Executive Director Paul Julius
Jeffrey M. Wells

75-2275152
FEIN

Department of Personnel & Administration

David Friedman
Signature of Authorized Office

LEGAL REVIEW:
JOHN W. SUTHERS, ATTORNEY GENERAL

David Friedman
General Counsel & Corp VP Human Resources
Print Name & Title of Authorized Officer

BY Paul Julius

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By David Friedman
(Corporate Secretary or Equivalent, or Town/City/County Clerk)
(Place corporate seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:

Leslie M. Shenefelt

By 
Date 9-11-06

EXHIBIT A

Recommend Discount Schedule

1. Purpose.

This Exhibit identifies Customer's recommended discounts off the suggested list price for Citrix Software products and Citrix NetScaler products available to Customer under the Agreement. The discounts identified below do not apply to the Citrix Access Gateway hardware.

2. Discounts. Customer's suggested discount off the suggested retail price are as follows:

Products (Hardware and Software)	40%
Subscription Advantage	5%
Preferred Support Services	5%
Consulting Services	5%

EXHIBIT B
AUTHORIZED RESELLERS

CITRIX RESELLER INFORMATION

Name: <u>Software Spectrum, Inc</u>		
Address: <u>3480 Lotus Drive</u>		
City/State <u>Plano, TX</u>	Country: <u>USA</u>	Zip/Postal Code: <u>75075-7834</u>
Contact Name: <u>Jinny Williams</u>		
Telephone: <u>469-443-3900</u>	Fax: <u>888-829-5315</u>	E-mail: <u>jinny.williams@softwarespectrum.com</u>

CITRIX RESELLER INFORMATION

Name: <u>Dell Computer Corporation</u>		
Address: <u>1 Dell Way</u>		
City/State <u>Round Rock, TX</u>	Country: <u>USA</u>	Zip/Postal Code: <u>78682-0001</u>
Contact Name: <u>Jill Olerich</u>		
Telephone: <u>303-464-4938</u>	Fax: <u>512-728-1721</u>	E-mail: <u>jill.olerich@dell.com</u>

CITRIX RESELLER INFORMATION

Name: <u>3T Systems, Inc.</u>		
Address: <u>1825 Lawrence Street, Suite 200</u>		
City/State <u>Denver, CO</u>	Country: <u>USA</u>	Zip/Postal Code: <u>80202-1817</u>
Contact Name: <u>Tim Reeser</u>		
Telephone: <u>303-858-8800</u>	Fax: <u>303-790-9784</u>	E-mail: <u>tim.reeser@3tsystems.com</u>

Name: <u>Enterprise Systems</u>		
Address: <u>651 Corporate Circle, Suite 102</u>		
City/State <u>Golden, CO</u>	Country: <u>USA</u>	Zip/Postal Code: <u>80401-5652</u>
Contact Name: <u>Morten Roising</u>		
Telephone: <u>303-216-1775</u>	Fax: <u>303-216-1772</u>	E-mail: <u>mortner@entsystems.com</u>



Preferred Support Services Agreement

EXHIBIT C

Customer Information

Between _____ (“Customer”) and Citrix Systems, Inc. (“Citrix”).

Term: This Agreement is for a period of two (2) years commencing on _____ (“Effective Date”) and ending on _____ unless renewed as provided herein.

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Ext: _____ Fax: _____

Authorized Citrix Reseller Information (if applicable)

Reseller Name: _____ Reseller Level: _____ Reseller Tax ID: _____

Salesperson’s Name: _____ Telephone: _____ Ext: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Select Preferred Option	Description of Services	Price (US \$)
<input type="radio"/> Preferred 25	<ul style="list-style-type: none"> ▪ Up to 25 Incidents, in one Region, during each 1 year term ▪ Basic Coverage Hours (Monday through Friday from 8:00 a.m. to 6:00 p.m. relative to Customer’s time zone within the Continental U.S., and excludes Citrix observed holidays posted on www.citrix.com) ▪ 2 Named Contacts ▪ Monthly Technical Newsletter ▪ Quarterly Webcasts 	\$7,500
<input type="radio"/> Preferred Extend	<ul style="list-style-type: none"> ▪ Up to 50 Incidents, in one Region, during each 1 year term ▪ 24x7 Round-the-Clock Coverage Hours ▪ 4 Named Contacts ▪ Monthly Technical Newsletter ▪ Quarterly Webcasts 	\$25,000
<input type="radio"/> Preferred PLUS	<ul style="list-style-type: none"> ▪ Up to 75 Incidents, in one Region, during each 1 year term ▪ 24x7 Round-the-Clock Coverage Hours ▪ 6 Named Contacts ▪ Monthly Technical Newsletter ▪ Quarterly Webcasts ▪ 1 Assigned TRM for Relations Management Services 	\$60,000

Breakout of Regions: (a) Americas – North America, Central America and South America; (b) EMEA – Europe, Middle East and Africa; (c) AsiaPac – Asia and Australia, but not including Japan. (For support in Japan, please contact Citrix Japan to learn about available support options)

Add-On Type	Select Add-On	Description	Availability	Price (US \$)
Contacts	<input type="radio"/>	▪ 1 Named Contact	▪ All Preferred Support Options	\$1,500
Incidents	<input type="radio"/>	▪ 10 Additional Incidents	▪ Preferred 25	\$3,000
	<input type="radio"/>	▪ 10 Additional Incidents	▪ Preferred Extend	\$5,000
	<input type="radio"/>	▪ 10 Additional Incidents	▪ Preferred PLUS	\$7,500
Region*	<input type="radio"/>	▪ 1 Additional Region	▪ Preferred 25	\$1,500
	<input type="radio"/>	▪ 1 Additional Region	▪ Preferred Extend	\$5,000
	<input type="radio"/>	▪ 1 Additional Region	▪ Preferred PLUS (includes additional TRM)	\$40,000

* An Additional Region allows Customers to contact support from a region other than the primary region for the Preferred Option; an Additional Region does not increase the amount of support a Customer has purchased in their Preferred Option

Selected Preferred Support Option \$ _____

Add-on Options..... \$ _____

Total Annual Support Price \$ _____

Payments are Net 30 Days

Agreed:

Accepted:

Customer

Citrix Systems, Inc.

Authorized Signature

Date

Authorized Signature

Date

Please return this Agreement with your company purchase order or check.

Citrix Systems, Inc. ■ Sales Department ■ 851 W. Cypress Creek Rd. ■ Fort Lauderdale, FL 33309 ■ Tel: 1-800-437-7503 ■ Fax: 954-267-9319

Preferred Support Services Agreement Terms and Conditions

1) **OVERVIEW.** This Agreement describes the specific areas of service, responsibilities, fees and terms associated with Preferred Support Services for the Licensed Products. As used herein, "Licensed Products" means the Citrix software licensed by Customer, and specifically excludes Citrix NetScaler, Citrix Application Firewall, and Citrix Application Gateway products, which have separate maintenance agreements. Preferred Support focuses on the following key areas of service:

- **Technical Support** covers assistance via phone, Internet and fax to help resolve problems during selected coverage hours according to the Support option selected by Customer.
- **Relations Management** from an assigned Technical Relations Manager ("TRM") to build and maintain technical relationships with Customer's key management and support staff and ensure each element of Preferred Support meets Customer's business requirements. This Service is **only** available in the Preferred PLUS option.

2) **CITRIX RESPONSIBILITIES.** Citrix will provide the following where applicable:

2.1 **Service Delivery:** All services will be provided remotely from Citrix to Customer locations. Where on-site visits are mutually agreed, Customer will be billed for reasonable travel and living expenses in accordance with Customer's travel policy. In addition, all services will be provided in the English language unless otherwise agreed to by Customer and Citrix in writing.

2.2 **Technical Support:** Preferred Support includes problem resolution services for technical issues involving Citrix Licensed Products in accordance with the Citrix Product Support Lifecycle policy at www.citrix.com.

- a) **Incident Submission and Resolution.** An "incident" is defined as a single support issue and reasonable effort(s) needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate problems. If a problem consists of subordinate problems, each subordinate problem shall be considered a separate incident. Before Citrix provides support for an incident, Customer and Citrix's support engineer(s) must agree on what the problem is and parameters for an acceptable solution. An incident may require multiple telephone calls and off-line research to achieve final resolution. The incident severity will determine the response levels within Citrix and the estimated engineer response times are defined in the table on Exhibit A.
- b) **Remote Access.** As part of the resolution process, Citrix may access Customer's system via remote access to analyze problems and Customer will be informed prior to conducting this service. Citrix may provide Customer with software to assist with problem diagnosis and/or resolution. Any information reviewed by Citrix shall be deemed confidential in accordance with Section 8, below, Confidentiality.
- c) **Engineering Support.** In situations where Citrix cannot provide a satisfactory resolution to Customer's critical problem through normal support methods, Citrix may engage its product development team to create a private fix to the Citrix Licensed Product in accordance with the Citrix End of Life Policy. Limited regression testing is performed on private fixes, which are released to Customer once the Customer has verified the private fix has resolved the issue and additional regression testing is complete. Private fixes are designed to address a specific Customer situation and may not be distributed by Customer outside the Customer organization without written consent from Citrix. Citrix retains all right, title and interest in and to all private fixes.
- d) **Multivendor Coordination.** Citrix will work with Customer's other key partners to resolve problems in a heterogeneous environment. When problems reported on Citrix Licensed

Products involve interactions with other vendors' products, and Customer has a support agreement with that vendor, Citrix will share diagnostic information and collaborate to provide a solution.

- e) **Onsite Support.** This Agreement does not include onsite support. In critical situations, Customer may request onsite support as a separate and distinct billable service, subject to a separate agreement between Citrix and Customer. Onsite support is subject to Citrix resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem.

2.3 **Relations Management.** The Preferred PLUS option gives the Customer proactive technical relations management. A Technical Relations Manager (TRM) is assigned to the account to build the relationship between Customer and Citrix by providing a high-level technical expertise and proactive services. The TRM also serves as the point of information delivery and Customer feedback to the product groups, research and development and other Citrix groups. These services include:

- a) **Orientation Session.** At the commencement of services, an initial orientation session will be scheduled for the TRM to introduce the Customer to Citrix Technical Support contact information and processes.
- b) **Escalation Management.** In cases where issues need engineering assistance, the TRM will act as the Customer's advocate and function as point-of-contact to assist in rapid resolution of the incident.
- c) **Implementation and Informational Reviews.** The TRM will be a resource for the Customer to assist with product information and recommendations for integration of Citrix products in the Customer environments.
- d) **Incident Tracking and Status Reporting Sessions.** On a regular basis, the TRM will provide the Customer with reports summarizing Customer account information such as incidents opened and status updates.

3) **CUSTOMER RESPONSIBILITIES.** This section describes the roles and responsibilities required by Customer. Citrix's performance is predicated upon the following responsibilities being fulfilled by Customer in accordance with this Agreement.

- a) Customer will designate a Customer Support Manager ("CSM") who will be the primary administrative contact associated with this Agreement.
- b) Customer will designate Named Contacts (including a CSM) and each Named Contact (excluding CSM) will be supplied with an individual service ID number for contacting technical support.
- c) Citrix recommends that Customer have the Named Contacts be Citrix certified to assist in the procurement of technical support.
- d) Customer may be asked to perform problem determination activities as suggested by Citrix, including performing network traces, capturing error messages, and collecting configuration information. Customer may also be requested to perform problem resolution activities including changing product configurations, installing new versions of software or new components, or modifying processes. Customer agrees to cooperate with such requests.
- e) Customer is responsible for implementing procedures necessary to safeguard the integrity and security of software and data from unauthorized access and for reconstructing any lost or altered files resulting from catastrophic failures.
- f) Customer is responsible for procuring, installing and maintaining all equipment, telephone lines, communications interfaces, and other hardware at Customer site and providing Citrix with access to Customer's facilities as

- required to operate the Licensed Products and permitting Citrix to perform the service called for by this Agreement.
- g) Customer is encouraged to implement all currently available Upgrades to the Citrix Licensed Products in a timely manner; failure to do so may impact Citrix's ability to provide the support services. As used herein, "Upgrades" means any new versions, releases, hot fixes, roll ups, service packs or other equivalent of Citrix Licensed Products.
 - h) Customer agrees to pay the support price within thirty (30) days of the execution of this Agreement.

4. EXCLUSIONS. Citrix is not required to provide any support services relating to problems arising out of (i) Customer's customization to the operating system or environment which adversely affect the Licensed Product, which is no longer supported by the third party vendor of the platform; (ii) any alterations of or additions to the Licensed Products performed by parties other than Citrix; (iii) use of the Licensed Products on a CPU and peripherals other than the CPU and peripherals for which such Licensed Products were designed and licensed for use on; or (iv) Licensed Products that have reached the End of Life Date in accordance with the Citrix End of Life Policy available at www.citrix.com. Technical Support does not include development work on software not licensed from Citrix or development work for enhancements or features that are outside the documented functionality of the Citrix Licensed Products. Customer may request consulting and/or development work from Citrix as a separate, billable service.

5. CONTRACT RENEWALS. This Agreement shall terminate two years from the Effective Date of this Agreement. During the term of this Agreement, individual Customer locations may obtain Preferred Support Services (and any renewals thereof) by submitting a purchase order. The rights and obligations of the parties shall survive termination of this Agreement with respect to any Customer Preferred Support Services purchase that extends beyond the termination of this Agreement. Any changes to the level of support must be stated in the purchase order. Citrix reserves the right to increase prices as to any renewal period upon sixty (60) days advance written notice. Unused incidents during any one (1) term do not roll-over to any subsequent term.

6. WARRANTY DISCLAIMER. Citrix will provide the support requested by Customer under this Agreement in a professional and workmanlike manner, but Citrix cannot guarantee that every question or problem raised by Customer will be resolved or resolved in a certain resolution time. CITRIX MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES THEREUNDER, AND CITRIX SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7) LIMITATION OF LIABILITY. The Customer agrees that Citrix's liability under this Agreement is limited to the support price paid under the terms of this Agreement. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING IN ANY WAY OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8) CONFIDENTIALITY. Citrix acknowledges that by reason of its relationship to Customer hereunder it may have access to certain information and materials which Customer deems confidential and of substantial value to Customer, which

value would be impaired if such information were disclosed to third parties. Citrix agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Customer. Citrix may only disclose confidential information to Citrix's employees who (i) are directly involved in the performance of this Agreement; and (ii) have been made aware of the information's proprietary nature and are under a contractual restriction on non-disclosure and proper treatment of Customer confidential information. Citrix shall for a period of two (2) years from the date of receipt of confidential information maintain such information in confidence in the same manner and to the same extent as Citrix protects its own confidential and/or proprietary information of like kind or similar nature. Customer shall advise whether or not it considers any particular information or materials to be confidential. Unless required by law, Customer shall not publish any technical description of the Licensed Product beyond the description published by Citrix. In the event of termination or upon expiration of this Agreement, there shall be no use or disclosure by Citrix of any confidential information of Customer, and Citrix shall not manufacture or have manufactured any software utilizing any of Customer's confidential information. The provisions of this Section 8, Confidentiality, shall not apply to information: (i) which is (or becomes) available to the public other than by breach of this Agreement or of any other duty; (ii) which is already in Citrix's possession prior to disclosure by Customer or is independently obtained by Citrix in circumstances under which Citrix is free to disclose it.

9) GENERAL PROVISIONS.

- a) This Agreement will be governed by and interpreted under the laws of the State of Colorado without reference to conflict of law principles.
- b) No modification to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged.
- c) The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
- d) Any required notices will be given in writing, and will be delivered personally, electronically or by mail. Notices will be deemed served when personally or electronically delivered or, if delivery is by mail, five (5) days after mailing.
- e) The relationship of the parties hereunder is that of independent contractors.
- f) Neither party will be liable for any loss, damage or penalty resulting from acts of God or other causes beyond such party's reasonable control.
- g) This Agreement constitutes the entire and exclusive agreement between the two parties hereto with respect to the provision of standard maintenance services for the Licensed Products. Nothing contained in any purchase order submitted by Customer or in the State and Local Government Master Agreement between the parties shall in any way modify the terms and conditions contained in this Agreement.
- h) Customer will not assign its rights or obligations under this Agreement without the prior written consent of Citrix, such consent not to be unreasonably withheld.

Exhibit A

Incident Severity and Response Times:

Severity	Definition	Estimated Initial Response Time
1	System is down or effectively unusable as a result of the problem. Problem causes mission-critical impact on the Customer's operation with no acceptable workaround or functionality used to perform tasks considered to be essential to Customer operations, project completion or normal productivity of end-user.	Within 1 hour
2	System is up and running, but the problem causes significant impact and has no acceptable workaround. High impact problem where operation is proceeding, but in a significantly impaired fashion or functionality used to perform tasks considered to be important but not primary to immediate business operations.	Within 2 hours
3	System is up and running and the problem causes only limited or insignificant impact. Important to long-term productivity, but is not causing an immediate work stoppage.	Within 4 hours
4	Problem does not have significant impact to the Customer or functionality that is not important and infrequently used.	Within 4 hours

Customer Responsibilities:

Severity	Customer should be prepared to:
1	<ul style="list-style-type: none"> ▪ Commit appropriate resources to be available to provide additional information within one day of Citrix's request. ▪ Make reasonable efforts to apply suggested solutions within a half day of receipt. ▪ Enable Citrix to use remote access if necessary.
2	<ul style="list-style-type: none"> ▪ Begin the process required to provide additional information to resolve the problem within one day of Citrix's request. ▪ Make reasonable efforts to apply suggested solutions within a half day of receipt. ▪ Enable Citrix to use remote access if necessary.
3	<ul style="list-style-type: none"> ▪ Monitor and respond as necessary. ▪ Enable Citrix to use remote access if necessary.
4	<ul style="list-style-type: none"> ▪ Monitor as necessary.

Preferred Support Agreement Named Contact Information

Customer Support Manager (CSM):

A CSM is an individual designated by the Customer who will be the contact for any notifications regarding the Preferred Support Services (i.e. price increases, renewal notification, etc.)

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____

Technical Contact:

The following individuals are authorized to contact Citrix for technical support issues. Please refer to the corresponding Preferred Support option to determine the number of technical contacts. Use additional page, if necessary.

Technical Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____

Technical Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____

Technical Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____

Technical Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____

Technical Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____

Technical Contact Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email Address: _____

Wolthoff, Rod

From: Nelson, Tammy A.
Sent: Monday, September 11, 2006 9:34 AM
To: Wolthoff, Rod
Subject: RE: Fiscal Rule Waiver - Citrix

Rod,

Yes, the waiver was approved. Please see copy of approval below from August 11.

Tammy

-----Original Message-----

From: Gabenski, Lynn
Sent: Friday, August 11, 2006 4:44 PM
To: Olson, Todd
Cc: Nelson, Tammy A.
Subject: FW: FW: Citrix Agreement Fiscal Rule Waiver.

For Tammy Nelson,

Todd,

The State Controllers office has approved the fiscal rule waiver of the special provision 3 as noted below.

Lynn Gabenski
Field Accounting Services Team
Department of Personnel and Administration
Division of Finance and Procurement~State Controllers Office
633 17th St., Ste. 1500
Denver, CO 80202
Phone: (303) 866-2626 Fax: (303) 866-4233

-----Original Message-----

From: John Lizza [mailto:john.lizza@state.co.us]
Sent: Friday, August 11, 2006 3:54 PM
To: Tammy Nelson
Subject: Re: FW: Citrix Agreement Fiscal Rule Waiver.

Tammy,

I spoke with Rod and Todd today. I recommend that SCO approve the fiscal rule waiver on this contract. Call me if you have questions. Thanks.

>>> "Nelson, Tammy A." <Tammy.Nelson@state.co.us> 8/9/2006 3:10 PM >>>
John,

9/11/2006

Per our earlier discussion, please confirm your acceptance of the following special provision modification:

Provision 3. INDEMNIFICATION - Citrix will not agree to this SPECIAL PROVISION. Citrix as a software vendor has agreed in the agreement to provide Indemnification with regard to defense of software Infringement Claims" As a provider of software which is sold through resellers, Citrix will not be on State Property. The intent of this agreement is to address usage rights of the software, except for the State breaching usage rights, any financial obligations will be with the reseller.

However the vendor has agreed that each purchase order issued under this Master Agreement will be modified to contain the language "the sum of the amounts paid or owing, under purchase orders issued by the State of Colorado as Customer and Customer Affiliates, to Citrix and the Reseller for the Products".

Please let me know if you have any questions.

Tammy Nelson, FAST
(303) 866-3891

Tammy Nelson, FAST
(303) 866-3891

-----Original Message-----

From: Wolthoff, Rod
Sent: Monday, September 11, 2006 8:32 AM
To: Nelson, Tammy A.
Subject: Fiscal Rule Waiver - Citrix

Tammy: I talked to John Lizza about this. He gave his okay. Did you ever get anything in writing from him?

"Have a Great Colorado Day"

Rod Wolthoff
Purchasing Director
Department of Personnel & Administration
633 17th St. Ste 1600
Denver, Colorado 80202
303-866-6555