

CITRIX DATA PROCESSING ADDENDUM

Version: May 27, 2020

1. Scope, Order of Precedence and Parties

This Data Processing Addendum (“DPA”) applies to the Processing of Personal Data by Citrix on Your behalf when providing Citrix Cloud services, technical support services or consulting services (“Services”). The Services are described in the relevant Citrix license and/or services agreement and the applicable order for Services (collectively, the “Agreement”). In the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA shall control. In the event of a conflict between the terms of this DPA and the EU Standard Contractual Clauses, the terms of the EU Standard Contractual Clauses shall control.

This DPA is between the end-user customer (“You”) and the Citrix contracting entity (“Citrix”) and is incorporated by reference into the Agreement. Your location determines the Citrix entity as identified at <https://www.citrix.com/buy/licensing/citrix-providing-entities.html>.

2. Definitions

“You” means the end-customer specified under this DPA.

“Affiliate” means any subsidiary of Citrix Systems, Inc. that may assist Citrix in the processing of Your Personal Data under this DPA.

“Aggregate” means information that relates to a group or category of individuals, from which identities have been removed such that the information is not linked or reasonably linkable to any individual subject to Applicable Data Protection Law.

“Applicable Data Protection Laws” means (i) the EU General Data Protection Regulation 2016/679 (“GDPR”) and laws or regulations implementing or supplementing the GDPR; and (ii) any other international, federal, state, provincial and local privacy or data protection laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective that apply to the Processing of Personal Data under this Agreement.

“Customer Content” means any data uploaded to Your account for storage or data in Your computing environment to which Citrix is provided access in order to perform Services.

“European Economic Zone” means the European Economic Area, Switzerland and the United Kingdom for the purpose of this DPA.

“EU Standard Contractual Clauses” means the contractual clauses annexed to the EU Commission Decision 2010/87 or any successor clauses approved by the EU Commission.

“Personal Data” means any Customer Content Processed in connection with the performance of Services that can identify a unique individual, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of individuals or as such information may be otherwise defined under Applicable Data Protection Laws.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in order to perform the Services that compromises the security of the Personal Data.

“Sub-Processor” means any third party engaged to assist with the Processing of Personal Data for the performance of Services under the Agreement.

Terms used but not defined in this DPA (e.g., “Business Purpose, Consumer, Controller, Data Subject, Process/Processing, Processor”) shall have the same meaning as set forth in the Agreement or Applicable Data Protection Laws.

3. Roles as Data Controller and Data Processor

For purposes of this DPA, You are the Data Controller of the Personal Data Processed by Citrix in its performance of the Services under the terms of the Agreement. You are responsible for complying with your obligations as a Controller under Applicable Data Protection Laws governing your provision of Personal Data to Citrix for the performance of the Services, including without limitation obtaining any consents, providing any notices, or otherwise establishing the required legal basis. Unless specified in the Agreement, You will not provide Citrix with access to any Personal Data that imposes specific data protection requirements greater than those agreed to in the Agreement and this DPA, and you will limit Citrix’s access to Personal Data as necessary to perform the services.

Citrix is the Data Processor and service provider with respect to such Personal Data, except when You act as a Processor of Personal Data, in which case Citrix is a sub-Processor. Citrix is responsible for complying with its obligations under Applicable Data Protection Laws that apply to its Processing of Personal Data under the Agreement and this DPA.

4. Citrix’s Purpose of Processing

Citrix and any persons acting under its authority under this DPA, including sub-Processors and Affiliates as described in Section 6, will Process Personal Data only for the purposes of performing the Services in accordance with your written instructions as specified in the Agreement, this DPA and in accordance with Applicable Data Protection laws. Citrix will not disclose Personal Data in response to a subpoena, judicial or administrative order, or other binding instrument (a “Demand”) unless required by law. Citrix will promptly notify You of any Demand unless prohibited by law and provide You reasonable assistance to facilitate Your timely response to the Demand. Citrix may also Aggregate Personal Data as part of the Services in order to provide, secure and enhance Citrix products and Services. Additional details related to Citrix’s Processing activities may be specified in the Agreement and certain addition Services descriptions are available at <https://www.citrix.com/buy/licensing/saas-service-descriptions.html>.

Citrix may provide Personal Data to Affiliates in connection with any anticipated or actual merger, acquisition, sale, bankruptcy or other reorganization of some or all of its business, subject to the obligation to protect Personal Data consistent with the terms of this DPA.

5. Data Subjects and Categories of Personal Data

You determine the Personal Data to which You provide Citrix access to in order to perform the Services. This may involve the Processing of Personal Data of the following categories of Your Data Subjects:

- Employees and applicants,
- Customers and end users
- Suppliers, agents and contractors

The Processing of Your Personal Data may also include the following categories of Personal Data:

- Direct identifiers such as first name, last name, date of birth, and home address
- Communications data such as home telephone number, cell telephone number, email address, postal mail and fax number
- Family and other personal circumstance information, such as age, date of birth, marital status, spouse or partner, number and names of children

- Employment information such as employer, work address, work email and phone, job title and function, salary, manager, employment ID, system usernames and passwords, performance information, CV data
- Other data such as financial, goods or services purchased, device identifiers, online profiles and behavior, and IP address
- Other Personal Data to which You provide Citrix access in connection with the provision of Products or Services

6. Sub-Processing

Subject to the terms of this DPA, You authorize Citrix to engage sub-Processors and Affiliates for the Processing of Personal Data. These sub-Processors and Affiliates are bound by written agreements that require them to provide at least the level of data protection required of Citrix by the Agreement and this DPA. You may request Citrix to perform an audit on a sub-Processor or to obtain an existing third-party audit report related to the sub-Processor's operations to verify compliance with these requirements. You may also request copies of the data protection terms Citrix has in place with any sub-Processor or Affiliate involved in providing the Services. Citrix remains responsible at all times for such sub-Processors' and Affiliates' compliance with the requirements of the Agreement, this DPA and Applicable Data Protection Laws.

A list of sub-Processors and Affiliates, as well as a mechanism to obtain notice of any updates to the list, are available at <https://www.citrix.com/buy/licensing/subprocessor-list.html>. At least fourteen (14) calendar days before authorizing any new sub-Processor to access Personal Data, Citrix will update the list of sub-Processors and Affiliates. Where Citrix is a Processor (and not a sub-Processor), the following terms apply:

- If, based on reasonable grounds related to the inability of such sub-Processor or Affiliate to protect Personal Data, You do not approve of a new sub-Processor or Affiliate, then You may terminate any subscription for the affected Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.
- If the affected Service is part of a suite (or similar single purchase of Services), then any such termination will apply to the entire suite.
- After such termination, You shall remain obligated to make all payments required under any purchase order or other contractual obligation with the ELA Reseller and/or Citrix and shall not be entitled to any refund or return of payment from the ELA Reseller and/or Citrix.

7. International Transfer of Personal Data

Depending upon the Services, You and Citrix may agree upon the location for storage of Personal Data. Notwithstanding the foregoing, Citrix may transfer Personal Data to the United States and/or to other third countries as necessary to perform the Services, and you appoint Citrix to perform any such transfer in order to process Personal Data as necessary to provide the Services. Citrix will follow the requirements of this DPA regardless of where such Personal Data is stored or Processed.

Where the Processing involves the international transfer of Personal Data under Applicable Data Protection Laws in the European Economic Zone to Citrix, Affiliates or sub-Processors in a jurisdiction (i) that has not been deemed by the European Commission to provide an adequate level of data protection, and (ii) there is not another legitimate basis for the international transfer of such Personal Data, such transfers are subject to either the EU Standard Contractual Clauses or other valid transfer mechanisms available under Applicable Data Protection Laws. For international transfers subject to the EU Standard Contractual Clauses, the parties hereby incorporate by reference unmodified EU Standard Contractual Clauses available on the Citrix Trust Center at <https://www.citrix.com/about/trust-center/agreements.html>, which shall be between You and Citrix Systems, Inc., irrespective of Your location. For such purposes, You will act as the Data Exporter on Your behalf and on behalf of any of Your entities, Citrix will act as the Data Importer on its own behalf and/or on behalf of its Affiliates, and any sub-Processors will act as "subcontractors" under Clause 11 of the EU Standard Contractual Clauses. You may formally execute the incorporated EU Standard Contractual Clauses available on the Trust Center at your option.

Where the Processing involves the international transfer of Personal Data under other Applicable Data Protection Laws to Citrix, Affiliates or sub-Processors, such transfers are subject to the data protection terms specified in in this DPA and Applicable Data Protection Laws.

8. Requests from Data Subjects

Citrix will make available to You the Personal Data of Your Data Subjects and the ability to fulfill requests by Data Subjects to exercise one or more of their rights under Applicable Data Protection Laws in a manner consistent with Citrix's role as a Data Processor. Citrix will provide reasonable assistance to assist with Your response.

If Citrix receives a request directly from Your Data Subject to exercise one or more of their rights under Applicable Data Protection Laws, Citrix will direct the Data Subject to You unless prohibited by law.

9. Security

Citrix shall implement and maintain appropriate technical and organizational practices designed to protect Personal Data against any misuse or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such security practices are set forth in the Citrix Services Security Exhibit, which is available at <https://www.citrix.com/buy/licensing/citrix-services-security-exhibit.html>. Citrix seeks to continually strengthen and improve its security practices, and so reserves the right to modify the controls described herein. Any modifications will not diminish the level of security during the relevant term of Services.

Citrix employees are bound by appropriate confidentiality agreements and required to take regular data protection training as well as comply with Citrix corporate privacy and security policies and procedures.

10. Personal Data Breach

Citrix shall notify You without undue delay after becoming aware of a Personal Data Breach involving Personal Data in Citrix's possession, custody or control. Such notification shall at least: (i) describe the nature of the Personal Data Breach including, where possible, the categories and approximate number of Your Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) provide the name and contact details of the data protection officer or other contact where more information can be obtained; and (iii) describe the measures taken or proposed to be taken to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects. You will coordinate with Citrix on the content of any public statements or required notices to individuals and/or supervisory authorities.

11. Your Instructions and Providing Information & Assistance

You may provide additional instructions to Citrix related to the Processing of Personal Data that are necessary for You and Citrix to comply with our respective obligations under Applicable Data Protection Laws as a Data Controller and Data Processor. Citrix will comply with Your instructions at no additional charge, provided that in the event that Your instructions impose costs on Citrix beyond those included in the scope of Services under the Agreement, the parties agree to negotiate in good faith to determine the additional costs. Citrix will promptly inform You if it believes that Your instructions are not consistent with Applicable Data Protection Laws, provided that Citrix shall not be obligated to independently inspect or verify Your Processing of Personal Data.

Citrix will provide You with information reasonably necessary to assist You in enabling Your compliance with Your obligations under Applicable Data Protection Laws, including without limitation Citrix's obligations under the E.U General Data Protection Regulation to implement appropriate data security measures, carry out a data protection impact assessment and consult the competent supervisory authority (taking into account the nature of Processing and the information available to Citrix), and as further specified in this DPA.

12. Return and Deletion of Personal Data

Citrix will return or provide an opportunity for You to retrieve all Personal Data after the end of the provision of Services and delete existing copies. With respect to Cloud Services, You shall have thirty (30) calendar days to download Your Personal Data after termination of the Agreement and must contact Citrix technical support for download access and instructions. In the event You do not contact Citrix technical support for this purpose within 30 calendar after the end of the provision of Services, Citrix shall delete Your Personal Data promptly once that Personal Data is no longer accessible by You, except for (i) back-ups deleted in the ordinary course, and (ii) retention as required by applicable law. In the event of either (i) or (ii), Citrix will continue to comply with the relevant provisions of this DPA until such data has been deleted.

13. Audit

In the event the information you request of Citrix under Section 11 above does not satisfy your obligations under Applicable Data Protection Laws, You may carry out an audit of Citrix's Processing of Your Personal Data up to one time per year or as otherwise required by Applicable Data Protection Laws. To request an audit, you must provide Citrix with a proposed detailed audit plan three weeks in advance, and Citrix will work with you in good faith to agree on a final written plan. Any such audit shall be conducted at Your own expense, during normal business hours, without disruption to Citrix's business, and in accordance with Citrix's security rules and requirements. Prior to any audit, Citrix undertakes to provide You reasonably requested information and associated evidence to satisfy Your audit obligations, and You undertake to review this information prior to undertaking any independent audit. If any of the requested scope of the audit is covered by an audit report issued to Citrix by a qualified third party auditor within the prior twelve months, then the parties agree that the scope of Your audit will be reduced accordingly.

You may use a third-party auditor with Citrix's agreement, which will not be unreasonably withheld. Prior to any third-party audit, such auditor shall be required to execute an appropriate confidentiality agreement with Citrix. If the third party is Your supervisory authority that applicable law enables it to audit Citrix directly, Citrix will cooperate with and provide reasonable assistance to the supervisory authority in accordance with applicable law.

You will provide Citrix with a copy of any final report unless prohibited by Applicable Data Protection Laws, will treat the findings as Confidential Information in accordance with the terms of the Agreement (or confidentiality agreement entered into between You and Citrix), and use it solely for the purpose of assessing Citrix's compliance with the terms of the Agreement, this DPA and Applicable Data Protection Laws.

14. Data Protection Officer

You may contact the Citrix global Data Protection Officer c/o Citrix Systems, Inc., 15 Network Drive, Burlington MA 01803 USA. If you have appointed a Data Protection Officer, you may include their contact information in your order for Services.

15. Term

This Agreement becomes effective upon your purchase of the Services.