

# Citrix Advisor Rewards (CAR) Program Rules



## Introduction

The Citrix Advisor Rewards (CAR) Program offers a unique backend rebate that rewards Partners for value-added selling activities regardless of which Partner actually fulfills the sale.

CAR may be earned in addition to pricing promotions and other incentives such as:

Suggested Upfront Discounts	Additional Backend Rebate
Opportunity Registration for Networking: A suggested discount of up to 10% on networking deals when the Partner has the appropriate networking certification ( <a href="#">see Opportunity Registration for Networking Program Rules</a> )	Specialist CAR Bonus: An additional backend rebate of up to 5% exclusively available for Citrix Solution Advisor Specialists on qualifying products ( <a href="#">see Specialist Incentives Program Rules</a> )
Net New Partner Sourced: A suggested discount of 7% on opportunities not already in the Citrix pipeline ( <a href="#">see Net New Partner Sourced Program Rules</a> )	
Specialist CAR Plus: A suggested discount of 5% exclusively available for Citrix Solution Advisor Specialists ( <a href="#">see Specialist Incentives Program Rules</a> )	

This document outlines the Program rules to earn a CAR payout. It includes the following terms:

- Opportunity: a potential sale to a current or prospective customer
- Qualified Opportunity: an opportunity with solid confirmation from a new or existing customer that the customer is committing appropriate funds to a Citrix solution, has engaged a team member with the appropriate decision-making power, has a clear use case that will be fulfilled by a Citrix solution, and is seeking to buy a Citrix solution 6-9 months in the future
- Incentive Registration: a notification to Citrix that the Partner is working on a specific opportunity and forecast and wants to receive CAR after the sale is closed
- Incentive ID: a unique code (e.g., Rwd-1234567) provided when an Incentive Registration is validated that must be referenced when requesting pricing or placing purchase orders for the opportunity via Distribution

- Claim: a request for the Partner reward for a closed sale associated with a valid Incentive Registration
- Program SRP: Citrix incentives are calculated on the Program Suggested Retail Price (PSRP). Subtract the customer's applicable Volume Licensing discount from the Suggested Retail Price (SRP) to yield the PSRP.
  - Special promotions, sales exceptions, or other discounts may also be applied as appropriate to calculate the PSRP.

The high-level process to earn CAR is:

1. Partner submits an Incentive Registration to inform Citrix about the sales opportunity and its associated forecast.
2. Citrix reviews the Incentive Registration and validates value-selling activities are documented and scheduled. This validation must take place prior to the order date.
3. After the order closes, Partner can submit a manual claim for payout. Citrix will also attempt to automatically submit a claim on the Partner's behalf if enough information has been provided to match the order with the Partner's validated submission; however, it is the Partner's responsibility to review each claim and ensure it matches the appropriate order.
4. Partner receives payout on valid claims within 30 calendar days of claim submission.

If you have any questions about the Program rules outlined in this document, please contact your Account Manager or Distributor.

- *Citrix Advisor Rewards ("Advisor Rewards") shall be governed by the terms and conditions contained herein. Any conflicting information contained in any other Program documents in relation to Advisor Rewards is superseded by the terms and conditions in this document. Any provisions prohibited by law shall be null and void. Any additional discounts, rebates or other promotional benefit received by Partner under this program shall not in any way restrict and/or dictate the price at which Partner sells to their end user.*
- *Citrix Partner resellers shall receive the benefits set forth herein which benefits may be altered, modified, amended, replaced, cancelled or suspended from time to time at Citrix's sole discretion without prior approval from any Citrix Partner. Citrix Partner permits receipt of e-mail concerning such changes.*
- *Subject to mandatory liability under applicable law, Citrix disclaims any liability for indirect, special, consequential, incidental, multiple, punitive or other damages (including, without limitation, damages for loss of data, loss of income, loss 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 has been advised of the possibility of such damages.*
- *These Program rules were last updated 4 April 2017.*

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## CAR Eligibility Criteria

### Eligible Partners

#### Program Types

All Citrix Solution Advisors, Systems Integrators, and Independent Software Vendors are eligible to participate in the CAR Program. Partners must order through Distribution to be eligible for CAR. Exception: ELA-7 orders are eligible for CAR even when sourcing directly from Citrix.

#### Program Membership Compliance

- Citrix Partners must be current and up to date with all requirements set out in the applicable Citrix Partner Membership Agreement and Partner Program Guide. Citrix reserves the right to withhold CAR rebates if a Citrix Partner is not meeting the obligations contained in its respective Citrix Partner Member Agreement.
- If a Citrix Partner's business relationship with Citrix is terminated for any reason, the Partner will have thirty (30) days from the date of termination to submit any outstanding information on Citrix product sales closed. After thirty days, all validated incentive registrations will be cancelled.

#### Certification

Partners will only qualify for CAR on eligible products for which they are certified at the time of claim.

- If the Partner is not certified in any products listed on the Incentive Registration, the Incentive Registration will be systematically rejected.
- At the time of claim, the CAR payout will be calculated on the eligible product line(s) on the purchase order for which the Partner is certified.
- Certification requirements for each eligible product line are available on the page in Partner Central, and certification status can be confirmed via [Partner Certification Manager](#).
  - Tip: Complete the [Citrix Linking Request Form](#) and Citrix will link your certifications to Partner Central on your behalf, allowing you to easily track and report on them.

### Eligible Value-Added Selling Activities

The following value-added selling activities must be scheduled, completed, and documented to earn CAR on eligible deals:

1. Deliver to the customer an itemized proposal with your solution design on Citrix architecture.
2. Demo your solution design for the customer and/or complete a proof of concept if the

customer is seeking additional validation of your solution design.

3. Deliver to the customer a rollout/implementation schedule for your solution design.

## Eligible Customer Volume Licensing Programs

Product must be sold through one of the [Citrix Volume Licensing Programs](#): Easy, ELA 1-7, GELA 0-5, or Education. All Volume Licensing Programs and levels are eligible for CAR.

## Eligible Products (Resale or Internal Use)

All editions of the following are eligible for CAR<sup>1</sup>:

- NetScaler ADC - including SDX, MPX, VPX, and all throughputs
- NetScaler AppFirewall - including SDX, MPX, VPX, and all throughputs
- NetScaler Gateway - including SDX, MPX, VPX, Universal Licenses, and all throughputs
- NetScaler SD-WAN (formerly CloudBridge, BranchRepeater) - including SDX, MPX, VPX, and all throughputs (There is no CAR plus or CAR Bonus at this time as there is currently no specialization program.)
- NetScaler Add-On Packs (i.e., VPX Instances deployed on an SDX appliance)
- XenMobile - including MDM and MAM
- XenDesktop - including XenDesktop trade-up
- XenApp - including XenApp Secure Browser
- Citrix Workspace Suite (CWS) - including Citrix Workspace Bundle and CWS trade-up
- Citrix Cloud (other than Lifecycle Management Services) - including subscription extensions
- ShareFile - including subscription extensions

Products not listed above, including XenServer and DesktopPlayer, are not eligible for CAR. Cold Spares, Accessories, Media Kits, Eval units, Partner DEMO and USE products, Maintenance Agreements (including Software Maintenance and Appliance Maintenance), and hardware components of hardware split SKUs are not eligible for CAR.

Initial purchases, reorders, purchase upgrades, throughputs, and trade-ups are eligible. Products must be sold for resale or internal use. Under no circumstance will any Citrix products qualify for CAR if the products were purchased by the Citrix Partner for use in providing hosting or outsourcing services.

<sup>1</sup> Exception: Korea excludes networking products from CAR calculations and payments. Any registration entered by a Partner in Korea shall be of no effect, notwithstanding any system messages/notifications to the contrary.

## Eligible Deal Size

The Program requires a minimum SRP of \$10,000 USD total value of all Citrix line items – both eligible and ineligible – on the order. For example, if an order includes \$9,500 USD (SRP) in eligible software licenses and \$1,000 USD (SRP) in Software Maintenance, the order meets the minimum SRP requirement to earn CAR<sup>1</sup>.

Deal size exceptions:

- In the United States, a Small to Medium Business (“SMB”) customer requires a minimum total order value of \$2,500 USD SRP to qualify. An SMB is defined by Citrix as a company with 1 to 500 employees excluding State and Local Government, Education, and hospital organizations.
- In Canada and LAC, a minimum total order value of \$2,500 USD SRP is required to qualify.
- In APAC, there is also a *maximum* eligible SRP of \$200,000 USD total order value. Citrix Advisor Rewards will not be paid for sales over \$200,000 USD SRP regardless of the products.

## Eligible Regions

CAR is available in all countries. Networking products are not eligible for CAR in Korea.

<sup>1</sup> Deal size is calculated on the SRP, while incentive payments are based on the PSRP. In this example, the total order value SRP is \$10,500, which meets the \$10,000 minimum eligible deal size. However, the Partner is only eligible to earn incentives as a percentage of the PSRP of the eligible software licenses being sold (\$9,500.) The Partner cannot earn CAR on Software Maintenance, which is ineligible.

## Submission/Validation Process

### How to Submit an Incentive Registration

Certified Partners may submit an Incentive Registration through the [Leads and Rewards tool](#) in one of two ways:

1. For a partner-sourced lead, submit a new Incentive Registration.
2. For a Citrix-generated lead that was assigned to you, convert the lead to an Incentive Registration.

Note: Citrix is committed to the protection of personal data. For more detailed information, refer to the [Legal Notice and Privacy Statement](#).

#### Tips:

- Partners must complete all fields **and** submit in order for Citrix to receive the data. An Incentive Registration status of “New” means the Incentive Registration has not yet been submitted. See Appendix B for a list of Incentive Registration status types.
- The Leads and Rewards tool will identify any products on your Incentive Registration for which your company is not certified, enabling your company to address this and maximize your profit prior to the deal closing.
- There is no limit to the number of Incentive Registrations a Partner can submit or have validated for different opportunities in the pipeline. However, only one valid CAR Incentive Registration is allowed per each unique opportunity.
- For a single opportunity with multiple products on the same order, only a single Incentive Registration needs to be submitted. The fact that the opportunity includes multiple products (e.g., XenDesktop and NetScaler ADC) has no impact on how the incentive should be registered.
- As part of the submission process, partners must include a forecasted amount and a forecasted close date. However, Citrix acknowledges that both the amount and date can change during the lifecycle of an opportunity. Therefore, please use the best available information from the customer when completing those fields and submit in good faith (see Appendix C.)



## Rejection of an Incentive Registration

### Following Citrix Review

An Incentive Registration will be rejected with a new status of “Rejected” if any of the following are true:

- Information in the submission is clearly inaccurate (e.g., Partner submitted their own contact information instead of the customer’s contact information)
- The submission is missing required information (e.g., missing confirmation that the customer has budgeted at least the minimum deal size for the project – see the CAR Eligibility Criteria in this document)

Should your Incentive Registration be rejected due to missing or inaccurate information<sup>1</sup>, you can expedite another review by addressing any issues and creating a new CAR Incentive Registration.

### Without Citrix Review

If workloads change based on factors outside of a Citrix Sales professional’s control, the system will auto reject any Incentive Registration that still has a “Registered” or “In Review” status after fifteen (15) business days. Partners are entitled to resubmit a “Rejected” Incentive Registration at any point in time and, if complete and accurate, it will be reviewed under the standard process. Depending on the situation, Partners may also work directly through their Account Manager or Distributor to resubmit and flag for Citrix Sales to review and disposition in a timely manner.

## Validation of an Incentive Registration

Unless rejected for any of the above reasons, a CAR Incentive Registration will be validated by Citrix Sales if the Partner is the first Partner to register the qualified opportunity and will be scheduling, completing, and documenting the three value-added selling activities on an eligible deal:

1. Deliver to the customer an itemized proposal with your solution design on Citrix architecture.
2. Demo your solution design for the customer and/or complete a proof of concept if the customer is seeking additional validation of your solution design.
3. Deliver to the customer a rollout/implementation schedule for your solution design.

If successfully validated, the status of the Incentive Registration will change to “Validated.”

<sup>1</sup> Citrix is not responsible for late, incomplete, or otherwise inaccurate Incentive Registrations, however caused.

## Applying for Additional Incentives

In your initial submission to Citrix, you may apply for up to three incentives. If you have the required information, this is the quickest and easiest way to apply for incentives. However, you may also apply for additional incentives after an Incentive Registration has been validated:

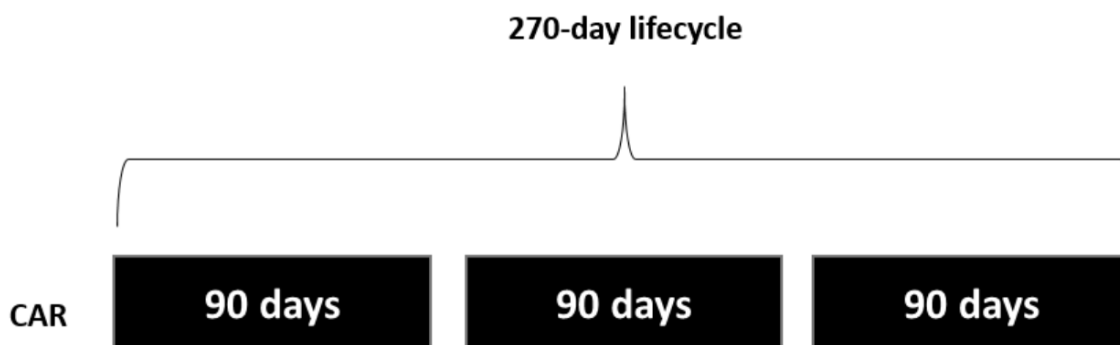
- If you have a valid Incentive Registration with Type “Opportunity Registration” or “Net New Partner Sourced,” and you would also like to apply for CAR, you may do so through the [Leads and Rewards tool](#).
- If you have a valid Incentive Registration with Type “Citrix Advisor Reward” and you would also like to apply for Opportunity Registration and/or Net New Partner Sourced, you may do so through the [Leads and Rewards tool](#).

In either of the above scenarios, if Sales confirms your eligibility for the additional incentive(s), you will hold *two* Incentive Registrations, one with Incentive Type “Opportunity Registration” or “Net New Partner Sourced,” and one with Incentive Type “Citrix Advisor Reward.” Each will have its own Incentive ID (e.g., Rwd-0123456 and Rwd-0123457.)

Always include your Incentive ID(s) when requesting a quote or submitting an order to your Distributor.

## Resubmitting an Expiring CAR Incentive Registration

Once validated, a CAR Incentive Registration remains valid for 90 days. In the final 30 days of a 90-day Incentive Registration, the status will change to “Expiring.” Once in “Expiring” status, it may be resubmitted to Citrix to extend the lifecycle another 90 days from the previous expiration date. An Incentive Registration may be resubmitted twice, for a total 270-day lifecycle:



Event*	Validation + X Days	Status Change
Original registration is validated	0	From “In Review” to “Validated”
Original registration is expiring	61	From “Validated” to “Expiring”
Either a resubmission is validated or the original registration will expire	90	From “Expiring” to “Validated” OR From “Expiring” to “Expired”
Resubmitted registration is expiring	151	From “Validated” to “Expiring”
Either a second resubmission is validated or the first resubmission will expire	180	From “Expiring” to “Validated” OR From “Expiring” to “Expired”
Second resubmitted registration is expiring	241	From “Validated” to “Expiring”
Second resubmitted registration expires	270	From “Expiring” to “Expired”

\*At any point during this process, different events will lead to a different status. For example, if Partner receives a CAR payout within the 270 days, status will change to “Paid.” See Appendix B for a full list.

Please refer to the Approval History at the bottom of the Incentive Registration to determine how many times it has been submitted.

After 270 days, no additional resubmissions are possible, but Partner may submit a new CAR Incentive Registration. This resubmission will apply the then-current Program rules to the deal, which could impact payout expectations.

## Submitting a Purchase Order

When submitting a purchase order, include on the purchase order the Incentive ID of the

validated CAR Incentive Registration associated with the sales opportunity. This will facilitate the claim process.

Each order must be associated with its own valid CAR Incentive ID to receive CAR. To be valid, the Incentive Registration must have a status of “Validated,” “Expiring,” or “Order Not Matched.” (Note: an Expiring Incentive Registration can be extended for another 90 days by resubmitting it; [see instructions](#). Only two resubmissions will be accepted, for a total of 270 days.)

## Uploading Attachments

Before submitting the purchase order, upload the documentation used when you completed the value-added selling activities:

1. The itemized proposal that you delivered to the customer, which includes your solution design on Citrix architecture.
2. The rollout/implementation schedule that you delivered to the customer.

System will prompt you to click a checkbox stating you also delivered a demo and/or POC. Instructions are available.

## Claims and Payouts

### Submitting a Claim for CAR

Once the deal has closed, claims are submitted to Citrix in one of two ways:

1. If the Partner has provided their Incentive ID on the purchase order, Citrix will attempt to match the order with the Partner's "Validated" or "Expiring" Incentive Registration. If the Incentive ID data matches the purchase order data, Citrix will automatically generate and submit a claim on the Partner's behalf.
2. Partners may proactively submit a claim through the [Leads and Rewards tool](#) by editing the Incentive Registration to add either the customer's Citrix order number or the Distributor's name and purchase order number. (See instructions for submitting a manual claim.)

Citrix assumes no obligation to match any particular orders since it might not have adequate information to do so. In all situations, the Partner is always responsible for managing the claim process. Partners must regularly monitor the Leads and Rewards tool for "Expiring" Incentive Registrations and proactively claim any submissions that have not been systemically matched.

Either an automatic claim must be generated and submitted by Citrix, or a manual claim must be submitted by the Partner, within 90 calendar days of the date the Citrix product order is submitted to Citrix. Claims submitted after the 90-day window cannot be paid.

### Calculating the Payout

CAR payouts are calculated on the Program Suggested Retail Price (PSRP) for eligible line items. See table below for CAR payout percentages by Partner type/level and the customer's Volume Licensing Program at the time of claim:

Partner Type/Level	Easy, ELA 1, GELA 0	ELA 2-6, Education, GELA 1-4
CSA Platinum	10%	8%
CSA Gold, SI, ISV	8%	6%
CSA Partner	6%	4%

Example: A CSA Gold orders a Citrix NetScaler SDX Platinum edition (SRP = \$115,000 each) for an ELA 2 customer entitled to a 25% Program discount:

- SRP = \$115,000
- Program SRP = \$115,000 - 25% = \$86,250

- **CAR payout (backend rebate) = \$86,250 \* .06 = \$5,175**

*Note:*

- *The GELA Program is only available in EMEA or LAC.*
- *ELA-7 orders, and GELA-5 orders in EMEA or LAC, are also eligible for CAR. Percentage varies.*
- *Custom negotiated deals that deviate from standard Volume License Program suggested pricing supersede published pricing and may cause the Advisor Reward payment to deviate from the payout rates above.*

## Receiving the Payout

Payment will be made by Citrix via the method specified by Citrix for the geography or country in which the Partner operates (e.g., check, Credit Memo, EFT, etc.) and the Citrix Partner is responsible for all other costs, including but not limited to local taxes, fees, and exchange rate variations.

Partners should receive payment within 30 days. If a Partner submitted a valid claim more than 30 days ago and has not received a CAR payment:

- Americas: Click [here](#) and select 'General' from the Request Type dropdown. Type your query in the description box, including your Incentive ID (e.g., Rwd-0123456) or Order number.
- EMEA: Send your query to [EMEA-CAR@citrix.com](mailto:EMEA-CAR@citrix.com), including your Incentive ID (e.g., Rwd-0123456) or Order number.
- APAC: Click [here](#) and select 'Leads and Rewards' from the Request Type dropdown. Type your query in the description box, including your Incentive ID (e.g., Rwd-0123456) or Order number.

## Monitoring Claims and Payouts

To learn how to monitor claims and payouts, please see [How to View Submitted Claims and CAR Payments in Partner Dashboard](#).

## Appendix A: Deadlines

Below are the deadlines associated with the CAR Program.

Key Deadlines to Remember	Additional Details
15 business days	<p>Citrix will validate or reject an Incentive Registration in 15 business days, assuming the submission is complete.</p> <ul style="list-style-type: none"> <li>If a Partner has a concern regarding a rejected submission, they should escalate to their Account Manager or Distributor.</li> </ul>
5 business days	<p>Partners have 5 business days to respond to a request from Citrix for additional information related to an opportunity.</p> <ul style="list-style-type: none"> <li>If the Partner does not respond to a request from Citrix within 5 business days, Citrix reserves the right to reject/cancel the Incentive Registration.</li> </ul>
90 calendar days after Incentive Registration	<p>An Incentive Registration expires 90 days after validation and can be resubmitted to extend the lifecycle another 90 days. Only two resubmissions will be accepted, for a total of 270 days. A claim must be submitted for a valid Incentive Registration prior to its expiration date.</p> <ul style="list-style-type: none"> <li>If the Partner does not submit a claim before the Incentive Registration's expiration date, all rights to the Incentive payment are relinquished.</li> </ul>
90 calendar days after the order date	<p>If Citrix systems do not automatically submit a claim on the Partner's behalf, the Partner has 90 calendar days from the order date (i.e., date PO submitted to Citrix) to manually submit a claim.</p> <ul style="list-style-type: none"> <li>If the Partner does not submit a manual claim within 90 calendar days, it relinquishes its rights to the Incentive payment.</li> </ul>
30 calendar days after claim submission	<p>Incentives are paid on valid claims within 30 calendar days of the claim submission – either a manual claim submitted by the Partner or a claim automatically submitted on behalf of the Partner by Citrix systems.</p> <ul style="list-style-type: none"> <li>If a Partner has not received payment after 30 days, they should escalate to their Account Manager or Distributor.</li> </ul>

## Appendix B: CAR Incentive Registration Status Types

CAR Incentive Registrations can have any of the following status types:

- **New** – The Incentive Registration has been partially or fully completed via the Leads and Rewards tool, but has not yet been submitted to Citrix. Submit it via the Leads and Rewards tool to receive a response from Citrix.
- **Registered** – An Incentive Registration has been entered by a Partner into the Leads and Rewards tool and has been submitted for Citrix approval. The Incentive Registration may be a result of a Citrix-supplied lead or an opportunity generated by the Partner. This may be either the first time the Incentive Registration has been submitted for Citrix approval or may be a resubmission with additional information based on a previous submission that was either rejected or is expiring.
- **In Review** – An Incentive Registration was submitted by a Partner and a member of the Citrix Sales Team is in the process of reviewing it and the value sales activities provided by the Partner.
- **Validated** – A Citrix Sales professional has approved the Incentive Registration and a claim must be submitted to receive a Citrix Advisor Reward after the order is placed with Citrix. Citrix will create and submit a claim if it can match an order with the Incentive Registration or a Partner may submit a claim by entering either the Distributor's Name and PO Number or a Citrix Order Number (which was provided to the Customer who ordered product from Citrix).
- **Rejected** – The Incentive Registration is not eligible to receive Citrix Advisor Rewards for this opportunity. There are several reasons why a CAR Incentive Registration might have been rejected, including:
  - The Citrix Sales professional requires additional information to validate the submitted Incentive Registration. The Partner should resubmit the Incentive Registration with additional information. The following reason will display:
    - Please provide more information
  - The Incentive Registration was systematically rejected shortly after submission because another Partner already holds a valid CAR Incentive Registration for the same opportunity. The following reason will display:
    - Another validated registration already exists for this account
  - The Incentive Registration was systematically rejected fifteen days after submission before it could be reviewed by a member of the Citrix Sales team (e.g., due to an issue with vacation coverage.) The following reason will display:



- Automatically rejected by the system. Follow up with your Sales Representative.
- The Incentive Registration does not meet the eligibility criteria for CAR.  
Examples:
  - Minimum Incentive Registration amount requirement not met: the Incentive Registration does not meet the eligible deal size to qualify for Citrix Advisor Rewards
  - Minimum registration timeline unmet: an order was received on or before the date when the Incentive Registration was validated
  - No sales opportunity: submitted information does not meet the criteria for a qualified opportunity
  - Value Selling was not demonstrated
- Citrix also reserves the right to reject an Incentive Registration in situations such as the following:
  - Partner no longer meets the eligibility criteria outlined in this document
  - Partners fails to respond within 5 business days to all requests for information on the opportunity
- Expiring – The Incentive Registration has been validated by Citrix Sales and is close to expiring because it is almost 90 days old. The Partner must submit a claim soon or the forecast will expire. If needed, the Partner can extend an expiring Incentive Registration for another 90 days ([see instructions](#).) Only two extensions will be accepted, for a total of 270 days.
- Order Matched – Citrix has matched an order to the valid Incentive Registration and will create and submit a claim on behalf of the Partner. The Partner does not have to submit a claim for this Incentive Registration.
- Match In-Review – Citrix has identified an order or orders that may match the valid Incentive Registration but cannot definitively match a single order to a single valid Incentive Registration. Citrix is reviewing the potentially matching order(s) and will use detailed information on both the order(s) and valid Incentive Registration(s) to confirm a match.
- Order Not Matched – Citrix is unable to definitively match an order to a valid Incentive Registration. A Partner will have to manually submit a claim by entering either the Distributor's Name and PO Number or a Citrix Order Number (which was provided to the Customer who ordered product from Citrix).

- Claim In-Review – Citrix is reviewing the claim to ensure that it conforms to all published CAR Program Rules. The Incentive Registration has been validated by Citrix sales and either Citrix has matched an order to the Incentive Registration and (created and submitted a claim) or the Partner has manually submitted a claim by entering either the Distributor's Name and PO Number or a Citrix Order Number (which was provided to the Customer who ordered product from Citrix).
- Claim Accepted – Citrix has determined that the claim conforms to all published CAR Program Rules and will process the claim for payment.
- Claim Rejected – Citrix has determined that the claim does not conform to all published CAR Program Rules and is not eligible for payment.
- Payment In-Process – Citrix is calculating the incentive payment due the Partner based on the order received. Once the payment amount is determined, the incentive payment will be forwarded to be sent to the Partner.
- Paid – Citrix has paid a Citrix Advisor Reward for this Incentive Registration. The payment may be a check or a credit letter and may go to the Partner or to the Citrix distributor on record for the Partner (depending on the geography).
- Expired – The Incentive Registration has expired because it reached its expiration date before a claim was submitted. A CAR Incentive Registration must have a status of Validated, Active, or Order Not Matched to be eligible for claim. Once Expired, a valid claim cannot be submitted.
- Partner Closed – The Partner has determined that the opportunity associated with this Incentive Registration is no longer active and does not want it to continue to appear on its list of Incentive Registrations.

## Appendix C: Terms and Conditions

1. The Citrix Advisor Rewards Program (CAR Program) is available for Citrix Partners as defined in the Program Rules with primary headquarters located in the Americas, EMEA, APAC, or Japan.
2. For those eligible, participation in the CAR Program is governed exclusively by the terms and conditions establishing their relationship with Citrix (for example, the Citrix Solution Advisor Agreement together with any amendments) (the “Base Agreement”) and these Program Rules. In the event of a conflict between these Program Rules and the Base Agreement, these Program Rules shall prevail, insofar as they relate solely to participation in the CAR Program.
3. Participation in the CAR Program is voluntary and is not required by Citrix.
4. Participation in the CAR Program shall signify the acceptance of these Program Rules, and these terms and conditions contained herein.
5. At Citrix’s sole discretion, the CAR Program (including these terms and conditions) are subject to change or termination by Citrix at any time, with at least thirty days prior notice. At the time of such change or termination, Citrix will communicate the intended changes or end of life plan for this Program.
6. Citrix’s maximum liability for actual direct damages from any cause whatsoever under the CAR Program will be limited to \$25,000USD. This limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. In no event will Citrix be liable for any special, incidental, consequential or punitive damages, lost profits or savings, even if Citrix has been advised of the possibility of such damages. In no event will Citrix be liable for any damages claimed by the Partner based on a third-party claim. Partner agrees not to make Citrix a party to any claim between the Partner and any third party. Nothing in this clause shall limit or exclude either party’s liability for death or personal injury.
7. If the Base Agreement is subsequently terminated or not renewed, the Partner will no longer be eligible to continue to participate in the CAR Program upon the effective date of the termination or expiration.
8. Acceptance of any registration is at Citrix’s sole discretion even if Partner met the requirements as set forth in these Program Rules. Citrix reserves the right to reject a registration under these Program Rules, or to suspend or disqualify a Partner from participation in the CAR Program for noncompliance with these Program Rules. Additionally, Citrix reserves the right to terminate a validated registration for fraudulent or duplicative claims, or the Partner’s noncompliance with these Program Rules, in addition to any other rights or remedies Citrix may have at law or equity. At Citrix’s sole discretion, such a breach shall also serve as grounds for Citrix to terminate, for cause, the Base Agreement.

9. Failure by Citrix to insist upon strict performance or to exercise a right when entitled does not prevent Citrix from doing so at a later time, either in relation to that breach or default or any subsequent breach or default.
10. If ownership of the Partner's business changes, Citrix reserves the right to terminate the validated registration.
11. Citrix Partner represents and warrants that all activities under the CAR Program shall be conducted at all times in accordance with the Program Rules, the principals set out in the then current Citrix Code of Conduct and are subject to compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (including but not limited to the US Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010). The Citrix Partner warrants that it shall not exert or attempt to exert any improper influence or seek to improperly obtain or reward favorable treatment in connection with any sales opportunity.
12. In addition, by forecasting any sale of Citrix Products to a U.S. Federal, state or local government customer organization ("Government Opportunity"), the Citrix Partner represents it is acting in the capacity of a bona fide selling agent and warrants to Citrix:
  - a. That the Citrix Partner is not prohibited under the terms and conditions of such Government Opportunity or applicable laws or regulations, from accepting rewards or participating in the Program;
  - b. That the Citrix Partner has not been engaged to provide independent advice and recommendations to any government customer organization, and that any additional suggested discounts will be earned solely in accordance with the terms and conditions of the CAR Program;
  - c. That the Citrix Partner has fully disclosed to the government customer organization that it is an authorized selling agent of Citrix Products and that it may receive an incentive from Citrix in connection with such Government Opportunity;
  - d. That the Citrix Partner has not sought or received access to any source selection information, confidential or proprietary contractor bid or proposal information, or other nonpublic information relating to such Government Opportunity, and has otherwise complied with the Procurement Integrity Act and other applicable laws and regulations that apply when selling to any U.S. Federal, state or local Government customer; and
  - e. That the Citrix Partner has properly accounted for any incentives received in connection with a Government Opportunity, to the extent required under the terms and conditions of such Government Opportunity or applicable laws or regulations.
13. The Citrix Partner acknowledges and agrees that the foregoing representations and warranties are a material part of the CAR Program. Any breach of or misrepresentation in connection with these representations and warranties is a material breach and will constitute grounds for the immediate termination of the Citrix Partner's rights under the CAR Program including, but not limited to, forfeiture of the Citrix Partner's right to

receive any incentive, which was obtained as the direct or indirect result of a violation of the terms and conditions of the Program Rules. The Citrix Partner further agrees to indemnify and hold harmless Citrix and its officers, employees and agents from any and all liabilities, including attorney's fees, for any breach of, or misrepresentation in connection with, these representations and warranties.

14. These Program Rules and the Base Agreement set out the complete and exclusive agreement between the Partner and Citrix relating to the Partner's participation in the CAR Program and, as such, supersede all proposals or other prior agreements, oral or written, and all other communications relating to the Partner's participation in the CAR Program.
15. These Guidelines are governed by governing law and choice of venue as set out in the Partner's Base Agreement.