

OPEN TEXT CORPORATION

as Obligor

and

BARCLAYS BANK PLC

as Collateral Agent

SECURITY AGREEMENT

August 25, 2022

SECURITY AGREEMENT

Security agreement, dated as of August 25, 2022, is made by OPEN TEXT CORPORATION, to and in favour of Barclays Bank PLC as Collateral Agent for the benefit of the Secured Creditors.

RECITALS:

- (a) The Lenders have agreed to make certain credit facilities available to the Borrower on the terms and conditions contained in the Credit Agreement; and
- (b) It is a condition precedent to the extension of credit to the Borrower under the Credit Agreement that the Obligor execute and deliver this Agreement in favour of the Collateral Agent as security for the payment and performance of the Obligor's obligations under the Credit Agreement and the other Credit Documents to which it is a party.

In consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Obligor agrees as follows.

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

"Agreement" means this security agreement.

"Borrower" means Open Text Corporation, a corporation amalgamated under the federal laws of Canada.

"Collateral" has the meaning specified in Section 2.1.

"Collateral Agent" means Barclays Bank PLC acting as collateral agent for the Lenders (as defined in the Credit Agreement) and any successor collateral agent appointed under the Credit Agreement and its successors (by operation of law or pursuant to the Credit Agreement) and its assigns permitted pursuant to the Credit Agreement.

"Credit Agreement" means the certain bridge loan agreement dated as of August 25, 2022, among, *inter alia*, Open Text Corporation, as Borrower, the other Guarantors party thereto, the financial institutions named therein as Lenders and the Collateral Agent, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time and includes any agreement extending the maturity of, refinancing or restructuring all or any portion of, the indebtedness under such agreement or any successor agreements, whether or not with the same Collateral Agent or Lenders.

“Credit Documents” means the Credit Agreement, this Agreement and each other Credit Document (as such term is defined in the Credit Agreement).

“Instruments” means (i) a bill, note or cheque within the meaning of the *Bills of Exchange Act* (Canada) or any other writing that evidences a right to the payment of money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, or (ii) a letter of credit and an advice of credit if the letter or advice states that it must be surrendered upon claiming payment thereunder, or (iii) chattel paper or any other writing that evidences both a monetary obligation and a security interest in or a lease of specific goods, or (iv) documents of title or any other writing that purports to be issued by or addressed to a bailee and purports to cover such goods in the bailee’s possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the Person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers, or (v) any document or writing commonly known as an instrument.

“Intellectual Property” means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade- mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs; and (viii) any other intellectual property and industrial property.

“Lenders” means the financial institutions and other lenders listed on the signature pages of the Credit Agreement, any Person who may become a Lender pursuant to the Credit Agreement, and their respective successors and assigns, in each case as permitted pursuant to the Credit Agreement.

“Material Adverse Effect” has the meaning specified in the Credit Agreement.

“Obligor” means OPEN TEXT CORPORATION and its successors and permitted assigns.

“Required Secured Creditors” means the Majority Lenders, or to the extent required by Section 16.01(2) of the Credit Agreement, all of the Lenders.

“Restricted Asset” has the meaning specified in Section 2.4(1).

“Secured Creditors” means the Collateral Agent and the Lenders.

“**Secured Obligations**” has the meaning specified in Section 2.2.

“**Securities**” means:

- (a) a document that is (i) issued in bearer, order or registered form, (ii) of a type commonly dealt in upon securities exchanges or markets or commonly recognized in any area in which it is issued or dealt in as a medium for investment, (iii) one of a class or series or by its terms is divisible into a class or series of documents, and (iv) evidence of a share, participation or other interest in property or in any enterprise or is evidence of an obligation of the issuer and includes an uncertificated security;
- (b) a share, participation or other interest in a Person; and
- (c) upon the coming into force of the amendment pending to the *Personal Property Security Act* (Ontario) that will add a definition of the term “investment property”, investment property as defined in such statute;

but excludes

- (d) any ULC Shares.

“**Security Interest**” has the meaning specified in Section 2.2.

“**STA**” means the *Securities Transfer Act, (2006)* (Ontario).

“**ULC Shares**” means shares in any unlimited company or unlimited liability corporation at any time owned or otherwise held by the Obligor.

Section 1.2 Interpretation.

- (1) Terms defined in the *Personal Property Security Act* (Ontario) and used but not otherwise defined in this Agreement have the same meanings. Capitalized terms used in this Agreement but not defined have the meanings given to them in the Credit Agreement.
- (2) Any reference in any Credit Document to Encumbrances permitted by the Credit Agreement and any right of the Obligor to create or suffer to exist Encumbrances permitted by the Credit Agreement are not intended to and do not and will not subordinate the Security Interest to any such Encumbrance or give priority to any Person over the Secured Creditors.
- (3) In this Agreement the words “**including**”, “**includes**” and “**include**” mean “**including (or includes or include) without limitation**”. The expressions “**Article**”, “**Section**” and other subdivision followed by a number mean and refer to the specified Article, Section or other subdivision of this Agreement.

- (4) Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (5) The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect its interpretation.
- (6) The schedules attached to this Agreement form an integral part of it for all purposes of it.
- (7) Any reference to this Agreement, any Credit Document or any Security Document refers to this Agreement or such Credit Document or Security Document as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced or supplemented and includes all schedules attached to it. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.

ARTICLE 2 SECURITY

Section 2.1 Grant of Security.

Subject to Section 2.4 as continuing collateral security for the Secured Obligations, the Obligor grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in, and assigns, mortgages, charges, hypothecates and pledges to the Collateral Agent, for the benefit of the Secured Creditors, all of the property and undertaking of the Obligor now owned or hereafter acquired and all of the property and undertaking in which the Obligor now has or hereafter acquires any interest (collectively, the “**Collateral**”) including all of the Obligor’s:

- (a) present and after-acquired personal property;
- (b) inventory including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, goods used in or procured for packing and materials used or consumed in the business of the Obligor;
- (c) equipment, machinery, furniture, fixtures, plant, vehicles and other goods of every kind and description and all licences and other rights and all related records, files, charts, plans, drawings, specifications, manuals and documents;
- (d) accounts due or accruing, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (e) money;
- (f) Instruments and Securities, including the Intercompany Instruments and Intercompany Securities listed in Schedule L to the Credit Agreement;

- (g) intangibles including all security interests, goodwill, choses in action, contracts, contract rights, agreements, licenses and other contractual benefits;
- (h) Intellectual Property, including the Intellectual Property listed in Schedule D to the Credit Agreement;
- (i) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in Section 2.1(a) through Section 2.1(h) inclusive; and
- (j) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in Section 2.1(a) through Section 2.1(i) inclusive, including the proceeds of such proceeds.

Section 2.2 Secured Obligations.

The security interest, assignment, mortgage, charge, hypothecation and pledge granted by this Agreement (collectively, the “**Security Interest**”) secures the payment and performance of the Obligations of the Obligor, including but not limited to, all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Obligor under, in connection with or pursuant to the Credit Agreement and any other Credit Document to which the Obligor is a party, in any currency, and whether incurred by the Obligor alone or jointly with another or others and whether as principal, guarantor or surety (collectively, the “**Secured Obligations**”).

Section 2.3 Attachment.

- (1) The Obligor acknowledges that (i) value has been given, (ii) it has rights in the Collateral (other than after-acquired Collateral), (iii) it has not agreed to postpone the time of attachment of the Security Interest, and (iv) it has received a copy of this Agreement.
- (2) The Obligor delivers to and deposits with the Collateral Agent any and all certificates evidencing any Securities issued by a Loan Party, or any direct or indirect Subsidiary of a Loan Party, and owned by the Obligor, together with, in each case, a stock power duly endorsed in blank for transfer and grants control (within the meaning of the STA) over such Securities to the Collateral Agent. The Obligor also delivers to and deposits with the Collateral Agent any promissory note or other Instruments issued by a Loan Party, or any direct or indirect Subsidiary of a Loan Party, and owned by it.

Section 2.4 Scope of Security Interest.

- (1) The Security Interest that would otherwise be granted or made pursuant to this Agreement is not granted in or made of (and therefore does not attach to) any Restricted Asset, and the Collateral shall not include any Restricted Asset, in each case, until it is no longer a Restricted Asset. A “**Restricted Asset**” is any property or asset of the Obligor with respect

to which the granting or making of the Security Interest would result in the abandonment, invalidation or unenforceability of, or any material breach, termination or material default under, any such property or asset or any agreement relating to the Obligor's interest in such property or asset. However, any such property or asset will not be a Restricted Asset if and to the extent that the applicable PPSA or other applicable law (i) renders the defaulted or breached provision, including any requirement of consent to the granting or making of a security interest, unenforceable against third parties or otherwise ineffective to prevent the granting or making of a security interest, or (ii) provides that the granting or making of a security interest does not give rise to a breach or default notwithstanding the terms governing the property or asset, including any related agreement. Notwithstanding the above, the Obligor will hold as trustee the Restricted Asset and all proceeds arising under or in connection with the Restricted Asset in trust for the Collateral Agent, for the benefit of the Secured Creditors, on the following basis:

- (a) subject to the Credit Agreement, until the Security Interest is enforceable, the Obligor is entitled to receive and use the Restricted Asset and all such proceeds and to deal with the Restricted Asset and all such proceeds to the extent not prohibited by the Credit Agreement; and
- (b) whenever the Security Interest is enforceable, (i) immediately upon request by the Collateral Agent, all rights of the Obligor to receive, use or deal with such proceeds cease and all such proceeds will be immediately paid over to the Collateral Agent for the benefit of the Secured Creditors, and (ii) the Obligor will take all actions reasonably requested by the Collateral Agent to collect and enforce payment and other rights arising under the Restricted Asset and with respect to such proceeds.

The Obligor will also use all commercially reasonable efforts to ensure that all Material Agreements entered into on and after the date of this Agreement expressly permit assignments of the benefits of such Material Agreements as collateral security to the Collateral Agent in accordance with the terms of this Agreement.

- (2) The Security Interest with respect to trade-marks constitutes a security interest in, and a charge, hypothecation and pledge of, such Collateral in favour of the Collateral Agent for the benefit of the Secured Creditors, but does not constitute an assignment or mortgage of such Collateral to the Collateral Agent or any Secured Creditor.
- (3) Until the Security Interest is enforceable, the grant of the Security Interest in the Intellectual Property does not affect in any way the Obligor's rights to commercially exploit the Intellectual Property, defend it, enforce the Obligor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive any damages with respect to any infringement of it.
- (4) The Security Interest does not extend to consumer goods, ULC Shares or, to the extent it would be prohibited by applicable privacy laws, Intellectual Property or any other property or asset.

- (5) The Security Interest does not extend or apply to the last day of the term of any lease or sublease of real property or any agreement for a lease or sublease of real property, now held or hereafter acquired by the Obligor, but the Obligor will stand possessed of any such last day upon trust to assign and dispose of it as the Collateral Agent may reasonably direct.

Section 2.5 Grant of Licence to Use Intellectual Property.

- (1) At such time as the Collateral Agent is lawfully entitled to exercise its rights and remedies under Article 3, the Obligor grants to the Collateral Agent an irrevocable, nonexclusive licence (exercisable without payment of royalty or other compensation to the Obligor) to use, assign or sublicense any Intellectual Property in which the Obligor has the right to grant such licence, wherever the same may be located, including in such licence access to (i) all media in which any of the licensed items may be recorded or stored, and (ii) all software and computer programs used for compilation or print-out. The license granted under this Section is to enable the Collateral Agent to exercise its rights and remedies under Article 3 and for no other purpose and will automatically expire upon discharge of the Security Interest pursuant to Section 4.2.
- (2) The Collateral Agent acknowledges that (i) the standard of quality for the use, assignment or sublicensing of Intellectual Property of the Obligor shall be no less than the standard of quality employed by the Obligor as of the day before the exercise of rights and remedies under Article 3 by the Collateral Agent in conjunction with wares and/or services sold in association with such Intellectual Property, and (ii) the Collateral Agent shall use the trademarks of the Obligor only in association with such wares and/or services.
- (3) No licence or sublicense is granted under this Section to the extent such grant would result in the abandonment, invalidation or unenforceability of any Intellectual Property of the Obligor, or any material breach, termination or material default under, any agreement relating to any Intellectual Property of the Obligor, or would breach any applicable privacy laws.

Section 2.6 Care and Custody of Collateral.

- (1) The Secured Creditors have no obligation to keep Collateral in their possession identifiable.
- (2) The Collateral Agent may, upon the occurrence and during the continuance of an Event of Default, (i) notify any Person obligated on an Instrument, Security or account to make payments to the Collateral Agent, whether or not the Obligor was previously making collections on such accounts, chattel paper, instruments, and (ii) assume control of any proceeds arising from the Collateral.
- (3) The Collateral Agent has no obligation to collect dividends, distributions or interest payable on, or exercise any option or right in connection with, any Securities or Instruments. The Collateral Agent has no obligation to protect or preserve any Securities or Instruments from depreciating in value or becoming worthless and is released from all responsibility for any loss of value. In the physical keeping of any Securities, the Collateral

Agent is only obliged to exercise the same degree of care as it would exercise with respect to its own Securities kept at the same place.

Section 2.7 Rights of the Obligor.

- (1) Until the occurrence of an Event of Default which is continuing, the Obligor is entitled to vote the Securities that are part of the Collateral and to receive all dividends and distributions on such Securities. Upon the occurrence and during the continuance of an Event of Default, all rights of the Obligor to vote (under any proxy given by the Collateral Agent (or its nominee) or otherwise) or to receive distributions or dividends cease and all such rights become vested solely and absolutely in the Collateral Agent.
- (2) Any distributions or dividends received by the Obligor contrary to Section 2.7(1) or any other moneys or property received by the Obligor after the Security Interest is enforceable will be received as trustee for the Collateral Agent and the Secured Creditors and shall be immediately paid over to the Collateral Agent.

ARTICLE 3 ENFORCEMENT

Section 3.1 Enforcement.

The Security Interest becomes and is enforceable against the Obligor upon the occurrence and during the continuance of an Event of Default.

Section 3.2 Remedies.

Whenever the Security Interest is enforceable, the Collateral Agent may realize upon the Collateral and enforce the rights of the Collateral Agent and the Secured Creditors by:

- (a) entry onto any premises where Collateral consisting of tangible personal property may be located;
- (b) entry into possession of the Collateral by any method permitted by law;
- (c) sale, grant of options to purchase, or lease of all or any part of the Collateral;
- (d) holding, storing and keeping idle or operating all or any part of the Collateral;
- (e) exercising and enforcing all rights and remedies of a holder of the Securities and Instruments as if the Collateral Agent were the absolute owner thereof (including, if necessary, causing the Collateral to be registered in the name of the Collateral Agent or its nominee if not already done);
- (f) collection of any proceeds arising in respect of the Collateral;
- (g) collection, realization or sale of, or other dealing with, accounts;

- (h) subject, when applicable, to Section 2.5(2) and Section 2.5(3), license or sublicense, whether on an exclusive or nonexclusive basis, of any Intellectual Property for such term and on such conditions and in such manner as the Collateral Agent in its sole judgment determines (taking into account such provisions as may be necessary to protect and preserve such Intellectual Property);
- (i) if any such agreement has been entered into, instruction to any bank, securities dealer or other financial institution which has entered into a control agreement with the Collateral Agent to transfer all moneys, Securities and Instruments held by such depository bank, securities dealer or other financial institution to an account maintained with or by the Collateral Agent;
- (j) application of any moneys constituting Collateral or proceeds thereof in accordance with Section 4.11;
- (k) appointment by instrument in writing of a receiver (which term as used in this Agreement includes a receiver and manager) of all or any part of the Collateral and removal or replacement from time to time of any receiver;
- (l) institution of proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Collateral;
- (m) institution of proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Collateral;
- (n) filing of proofs of claim and other documents to establish claims to the Collateral in any proceeding relating to the Obligor; and
- (o) any other remedy or proceeding authorized or permitted under the *Personal Property Security Act* (Ontario) or otherwise by law or equity.

Section 3.3 Additional Rights.

In addition to the remedies set forth in Section 3.2 and elsewhere in this Agreement, whenever the Security Interest is enforceable, the Collateral Agent may:

- (a) require the Obligor, at the Obligor's expense, to assemble the Collateral at a place or places designated by notice in writing and the Obligor agrees to so assemble the Collateral immediately upon receipt of such notice;
- (b) require the Obligor, by notice in writing, to disclose to the Collateral Agent the location or locations of the Collateral and the Obligor agrees to promptly make such disclosure when so required;
- (c) repair, process, modify, complete or otherwise deal with the Collateral and prepare for the disposition of the Collateral, whether on the premises of the Obligor or otherwise;

- (d) redeem any prior security interest against any Collateral, procure the transfer of such security interest to itself, or settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (any accounts to be conclusive and binding on Obligor);
- (e) pay any liability secured by any Encumbrance against any Collateral (the Obligor will immediately on demand reimburse the Collateral Agent for all such payments);
- (f) carry on all or any part of the business of the Obligor and, to the exclusion of all others including the Obligor, enter upon, occupy and use all or any of the premises, buildings, and other property of or used by the Obligor for such time as the Collateral Agent sees fit, free of charge, and the Collateral Agent and the Secured Creditors are not liable to the Obligor for any act, omission or negligence in so doing (except to the extent caused by their own gross negligence or wilful misconduct as determined by a final and unappealable judgment of a court of competent jurisdiction) or for any rent, charges, depreciation or damages incurred in connection with or resulting from such action (except to the extent caused by their own gross negligence or wilful misconduct as determined by a final and unappealable judgment of a court of competent jurisdiction);
- (g) borrow for the purpose of carrying on the business of the Obligor or for the maintenance, preservation or protection of the Collateral and grant a security interest in the Collateral, whether or not in priority to the Security Interest, to secure repayment;
- (h) commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Collateral, and give good and valid receipts and discharges in respect of the Collateral and compromise or give time for the payment or performance of all or any part of the accounts or any other obligation of any third party to the Obligor; and
- (i) at any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Collateral offered for sale and upon compliance with the terms of such sale, hold, retain and dispose of such Collateral without any further accountability to the Obligor or any other Person with respect to such holding, retention or disposition, except as required by law. In any such sale to the Collateral Agent, the Collateral

Agent may, for the purpose of making payment for all or any part of the Collateral so purchased, use any claim for Secured Obligations then due and payable to it as a credit against the purchase price.

Section 3.4 Exercise of Remedies.

The remedies under Section 3.2 and Section 3.3 may be exercised from time to time separately or in combination and are in addition to, and not in substitution for, any other rights of

the Collateral Agent and the Secured Creditors however arising or created. The Collateral Agent and the Secured Creditors are not bound to exercise any right or remedy, and the exercise of rights and remedies is without prejudice to the rights of the Collateral Agent and the Secured Creditors in respect of the Secured Obligations including the right to claim for any deficiency.

Section 3.5 Receiver's Powers.

- (1) Any receiver appointed by the Collateral Agent is vested with the rights and remedies which could have been exercised by the Collateral Agent in respect of the Obligor or the Collateral and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The identity of the receiver, its replacement and its remuneration are within the sole and unfettered discretion of the Collateral Agent.
- (2) Any receiver appointed by the Collateral Agent will act as agent for the Collateral Agent for the purposes of taking possession of the Collateral, but otherwise and for all other purposes (except as provided below), as agent for the Obligor. The receiver may sell, lease, or otherwise dispose of Collateral as agent for the Obligor or as agent for the Collateral Agent as the Collateral Agent may determine in its discretion. The Obligor agrees to ratify and confirm all actions of the receiver acting as agent for the Obligor, and to release and indemnify the receiver in respect of all such actions (except to the extent that such actions constitute gross negligence or wilful misconduct as determined by a final and unappealable judgment of a court of competent jurisdiction).
- (3) The Collateral Agent, in appointing or refraining from appointing any receiver, does not incur liability to the receiver, the Obligor or otherwise and is not responsible for any misconduct or negligence of such receiver.

Section 3.6 Appointment of Attorney.

The Obligor hereby irrevocably constitutes and appoints the Collateral Agent (and any officer of the Collateral Agent) the true and lawful attorney of the Obligor. As the attorney of the Obligor, the Collateral Agent has the power, upon the occurrence and during the continuance of an Event of Default (but not prior to such occurrence and continuance of an Event of Default), to exercise for and in the name of the Obligor with full power of substitution any of the Obligor's right (including the right of disposal), title and interest in and to the Collateral including the execution, endorsement, delivery and transfer of the Collateral to the Collateral Agent, its nominees or transferees, and the Collateral Agent and its nominees or transferees are hereby empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Collateral to the same extent as the Obligor might do. This power of attorney is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, the bankruptcy, dissolution, winding up or insolvency of the Obligor. This power of attorney extends to and is binding upon the Obligor's successors and permitted assigns. The Obligor authorizes the Collateral Agent to delegate in writing to any receiver appointed by the Collateral Agent (and to one or more officers, directors and employees of such receiver) any power and authority of the Collateral Agent under

this power of attorney as may be necessary or desirable in the opinion of the Collateral Agent, and to revoke or suspend such delegation.

Section 3.7 Dealing with the Collateral.

- (1) The Collateral Agent and the Secured Creditors are not obliged to exhaust their recourse against the Obligor or any other Person or against any other security they may hold in respect of the Secured Obligations before realizing upon or otherwise dealing with the Collateral in such manner as the Collateral Agent may consider desirable.
- (2) The Collateral Agent and the Secured Creditors may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Obligor and with other Persons, sureties or securities as they may see fit without prejudice to the Secured Obligations, the liability of the Obligor or the rights of the Collateral Agent and the Secured Creditors in respect of the Collateral.
- (3) Except as otherwise provided by law, this Agreement or any other Credit Document, the Collateral Agent and the Secured Creditors are not (i) liable or accountable for any failure to collect, realize or obtain payment in respect of the Collateral, (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Collateral or for the purpose of preserving any rights of any Persons in respect of the Collateral, (iii) responsible for any loss occasioned by any sale or other dealing with the Collateral or by the retention of or failure to sell or otherwise deal with the Collateral, or (iv) bound to protect the Collateral from depreciating in value or becoming worthless.

Section 3.8 Standards of Sale.

Without prejudice to the ability of the Collateral Agent to dispose of the Collateral in any manner which is commercially reasonable, the Obligor acknowledges that, in the enforcement of the Security Interest when permitted pursuant to Section 3.1:

- (a) the Collateral may be disposed of in whole or in part;
- (b) the Collateral may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;
- (c) any assignee of such Collateral may be the Collateral Agent, a Secured Creditor or a customer of any such Person;
- (d) any sale conducted by the Collateral Agent will be at such time and place, on such notice and in accordance with such procedures as the Collateral Agent, in its sole discretion, may deem advantageous;
- (e) the Collateral may be disposed of in any manner and on any terms necessary to avoid violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that the prospective bidders and purchasers have certain qualifications, and restrict the

prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of the Collateral) or in order to obtain any required approval of the disposition (or of the resulting purchase) by any governmental or regulatory authority or official;

- (f) a disposition of the Collateral may be on such terms and conditions as to credit or otherwise as the Collateral Agent, in its sole discretion, may deem advantageous; and
- (g) the Collateral Agent may establish an upset or reserve bid or price in respect of the Collateral.

Section 3.9 Dealings by Third Parties.

- (1) No Person dealing with the Collateral Agent, any of the Secured Creditors or a receiver is required to determine (i) whether the Security Interest has become enforceable, (ii) whether the powers which such Person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Collateral Agent or the Secured Creditors by the Obligor, (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease is made, (v) the propriety or regularity of any sale or other dealing by the Collateral Agent or any Secured Creditor with the Collateral, or (vi) how any money paid to the Collateral Agent or the Secured Creditors has been applied.
- (2) Any bona fide purchaser of all or any part of the Collateral from the Collateral Agent or any receiver will hold the Collateral absolutely, free from any claim or right of whatever kind, including any equity of redemption, of the Obligor, which it specifically waives (to the fullest extent permitted by law) as against any such purchaser together with all rights of redemption, stay or appraisal which the Obligor has or may have under any rule of law or statute now existing or hereafter adopted.

Section 3.10 Registration Rights.

If the Security Interest is being enforced in accordance with Section 3.1 and the Collateral Agent determines to exercise its right to sell any or all of the Securities that are Collateral and in the opinion of the Collateral Agent it is necessary or advisable to have any such Securities:

- (a) qualified for distribution by prospectus pursuant to the applicable securities legislation in any or all provinces and territories of Canada, the Obligor will cause the issuer thereof to (i) use its best efforts to file, and obtain a receipt from the applicable securities regulatory authorities, for a preliminary and final prospectus offering for sale such number of Securities as the Collateral Agent directs; and (ii) execute and deliver, and cause the directors and officers of such issuer to execute and deliver, all such certificates, instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Collateral Agent, necessary

or advisable to qualify such Securities for distribution by prospectus pursuant to the applicable securities legislation in any or all provinces of Canada; or

- (b) sold or registered under the provisions of the *U.S. Securities Act of 1933*, as amended, the Obligor will cause the issuer thereof to (i) execute and deliver, and cause the directors and officers of such issuer to execute and deliver, all such instruments and documents, and do or cause to be done all such other acts as may be, in the opinion of the Collateral Agent, necessary or advisable to register the Securities pledged hereunder, or that portion thereof to be sold, under the provisions of the *U.S. Securities Act of 1933*, as amended, (ii) use its best efforts to cause the registration statement relating thereto to become effective and to remain effective for a period of one year from the date of the first public offering of the Securities pledged hereunder, or that portion thereof to be sold, and (iii) make all amendments thereto and/or to the related prospectus which, in the opinion of the Collateral Agent, are necessary or advisable, all in conformity with the requirements of the *U.S. Securities Act of 1933*, as amended, and the rules and regulations applicable thereto.

The Obligor agrees to cause such issuer to comply with the provisions of the securities legislation in effect in any or all of the provinces of Canada, the *U.S. Securities Act of 1933*, as amended, and the securities or “Blue Sky” laws of any jurisdictions outside Canada, in each case, which the Collateral Agent designates.

ARTICLE 4 GENERAL

Section 4.1 Notices.

Any notices, directions or other communications provided for in this Agreement must be in writing and given in accordance with the Credit Agreement.

Section 4.2 Discharge.

The Security Interest will be discharged in accordance with the provisions of the Credit Agreement, and otherwise upon, but only upon, (i) full and indefeasible payment and performance of the Secured Obligations, and (ii) the Collateral Agent and the Secured Creditors having no obligations to make further Accommodations under any Credit Document. Upon discharge of the Security Interest and at the request and expense of the Obligor, the Collateral Agent will execute and deliver to the Obligor such releases, discharges, financing statements and other documents or instruments as the Obligor may reasonably require and the Collateral Agent will redeliver to the Obligor, or as the Obligor may otherwise direct the Collateral Agent, any Collateral in its possession.

Section 4.3 No Merger, Survival of Representations and Warranties.

This Agreement does not operate by way of merger of any of the Secured Obligations and no judgment recovered by the Collateral Agent or any of the Secured Creditors will operate by way of merger of, or in any way affect, the Security Interest, which is in addition to, and not in substitution for, any other security now or hereafter held by the Collateral Agent and the Secured Creditors in respect of the Secured Obligations. The representations, warranties and covenants of the Obligor in this Agreement survive the execution and delivery of this Agreement and any advances under the Credit Agreement. Notwithstanding any investigation made by or on behalf of the Collateral Agent or the Secured Creditors these covenants, representations and warranties continue in full force and effect.

Section 4.4 Further Assurances.

In addition to Section 2.11(2) of the Credit Agreement, after the Security Interest becomes enforceable, the Obligor will do all acts and things and execute and deliver all documents and instruments that the Collateral Agent may reasonably require for facilitating the sale or other disposition of the Collateral in connection with its realization.

Section 4.5 Supplemental Security.

This Agreement is in addition to, without prejudice to and supplemental to all other security now held or which may hereafter be held by the Collateral Agent or the Secured Creditors.

Section 4.6 Successors and Assigns.

This Agreement is binding on the Obligor and its successors and assigns, and enures to the benefit of the Collateral Agent, the Secured Creditors and their respective successors (by operation of law or pursuant to the Credit Agreement) and assigns permitted pursuant to the Credit Agreement, in their respective capacities as Collateral Agent and Secured Creditors. This Agreement may be assigned by the Collateral Agent to another Person in accordance with the terms of the Credit Agreement and, in such event, such Person will be entitled to all of the rights and remedies of the Collateral Agent as set forth in this Agreement or otherwise. In any action brought by such an assignee to enforce any such right or remedy, the Obligor will not assert against the assignee any claim or defence which the Obligor now has or may have against the Collateral Agent or any of the Secured Creditors. The Obligor may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Collateral Agent which may be unreasonably withheld.

Section 4.7 Amalgamation.

The Obligor acknowledges and agrees that in the event it amalgamates with any other corporation or corporations, it is the intention of the parties that the Security Interest (i) subject to Section 2.4 and the other limitations contained herein as to the scope of the Security Interest (which shall also apply to the property and undertaking of the other amalgamating corporations and the amalgamated corporation), extends to: (A) all of the property and undertaking that any of the

amalgamating corporations then owns, (B) all of the property and undertaking that the amalgamated corporation thereafter acquires, (C) all of the property and undertaking in which any of the amalgamating corporations then has any interest and (D) all of the property and undertaking in which the amalgamated corporation thereafter acquires any interest; and (ii) secures the payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by each of the amalgamating corporations and the amalgamated corporation to the Secured Creditors in any currency, under, in connection with or pursuant to the Credit Agreement and any other Credit Document to which any of the amalgamating corporations is a party, and whether incurred alone or jointly with another or others and whether as principal, guarantor or surety and whether incurred prior to, at the time of or subsequent to the amalgamation. The Security Interest attaches to the additional collateral at the time of amalgamation and to any collateral thereafter owned or acquired by the amalgamated corporation when such becomes owned or is acquired. Upon any such amalgamation, the defined term “**Obligor**” means, collectively, each of the amalgamating corporations and the amalgamated corporation, the defined term “**Collateral**” means all of the property and undertaking and interests described in (i) above, and the defined term “**Secured Obligations**” means the obligations described in (ii) above.

Section 4.8 Severability.

If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Agreement to be illegal, invalid or unenforceable, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 4.9 Amendment.

This Agreement may only be amended, supplemented or otherwise modified by written agreement executed by the Collateral Agent (with the consent of the Required Secured Creditors) and the Obligor.

Section 4.10 Waivers, etc.

- (1) No consent or waiver by the Collateral Agent or the Secured Creditors in respect of this Agreement is binding unless made in writing and signed by an authorized officer of the Collateral Agent (with the consent of the Required Secured Creditors). Any consent or waiver given under this Agreement is effective only in the specific instance and for the specific purpose for which given. No waiver of any of the provisions of this Agreement constitutes a waiver of any other provision.
- (2) A failure or delay on the part of the Collateral Agent or the Secured Creditors in exercising a right under this Agreement does not operate as a waiver of, or impair, any right of the Collateral Agent or the Secured Creditors however arising. A single or partial exercise of a right on the part of the Collateral Agent or the Secured Creditors does not preclude any other or further exercise of that right or the exercise of any other right by the Collateral Agent or the Secured Creditors.

Section 4.11 Application of Proceeds of Security.

All monies collected by the Collateral Agent upon the enforcement of the Collateral Agent's or the Secured Creditors' rights and remedies under the Security Documents and the Encumbrances created by them including any sale or other disposition of the Collateral, together with all other monies received by the Collateral Agent and the Secured Creditors under the Security Documents, will be applied as provided in the Credit Agreement. To the extent any other Credit Document requires proceeds of collateral under such Credit Document to be applied in accordance with the provisions of this Agreement, the Collateral Agent or holder under such other Credit Document shall apply such proceeds in accordance with this Section.

Section 4.12 Conflict.

In the event of any conflict between the provisions of this Agreement and the provisions of the Credit Agreement which cannot be resolved by both provisions being complied with, the provisions contained in the Credit Agreement will prevail to the extent of such conflict.

Section 4.13 Governing Law.

- (1) This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (2) The Obligor irrevocably attorns and submits to the non-exclusive jurisdiction of any court of competent jurisdiction of the Province of Ontario sitting in Toronto, Ontario in any action or proceeding arising out of or relating to this Agreement and the other Credit Documents to which it is a party. The Obligor irrevocably waives objection to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section limits the right of the Collateral Agent to bring proceedings against the Obligor in the courts of any other jurisdiction.
- (3) The Obligor hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Obligor at the Obligor's address for notice specified pursuant to the Credit Agreement. Nothing in this Section affects the right of the Collateral Agent to serve process in any manner permitted by law.

Section 4.14 Application of Saskatchewan Law.

- (1) The *Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any action, as defined therein, with respect to this Agreement.
- (2) The *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to (i) this Agreement, (ii) any mortgage, charge or other security for the payment of money made, given or created by this Agreement, (iii) any agreement or instrument renewing or extending or collateral to this Agreement or any mortgage, charge or other security referred to or mentioned in (ii) above, or (iv) the rights, powers or remedies of the Collateral Agent

under this Agreement or any mortgage, charge, other security, agreement or instrument referred to or mentioned in (ii) or (iii) above.

Section 4.15 English Language.

The parties to this Agreement have agreed that this Agreement as well as any document or instrument relating to it be drawn up in English only but without prejudice to any such document or instrument which may from time to time be drawn up in French only or in both French and English. Les parties aux présentes ont convenu que la présente Convention ainsi que tous autres actes ou documents s'y rattachant soient rédigés en anglais seulement mais sans préjudice à tous tels actes ou documents qui pourraient à l'occasion être rédigés en français seulement ou à la fois en anglais et en français.

Section 4.16 Counterparts; Integration; Effectiveness; Electronic Execution

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it has been executed by the Collateral Agent and when the Collateral Agent has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4.17 Intercreditor Agreement Governs.

Notwithstanding anything herein to the contrary, the priority of the security interests granted to the Collateral Agent, for the benefit of the Secured Creditors, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent are subject to the provisions of the Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between the provisions of the Intercreditor, on the one hand, and this Agreement, on the other hand, with respect to the priority of any liens and security interests and the exercise of rights and remedies, the provisions of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the undersigned has executed this Agreement.

OPEN TEXT CORPORATION

By:


Name: 
Title: 

Acknowledged and agreed to by:

BARCLAYS BANK PLC, as Collateral Agent

By:



Authorized Signing Officer