

**BARCLAYS**  
745 Seventh Avenue  
New York, New York 10019

**BMO CAPITAL MARKETS CORP.**  
151 West 42nd Street  
New York, New York 10036

**RBC CAPITAL MARKETS, LLC**  
200 Vesey Street  
New York, New York 10281

**CITIGROUP GLOBAL MARKETS INC.**  
388 Greenwich St.  
New York, New York 10013

**CONFIDENTIAL**

August 25, 2022

Open Text Corporation  
275 Frank Tompa Drive  
Waterloo, Ontario  
N2L 0A1  
Canada

**Engagement Letter**

Ladies and Gentlemen:

Open Text Corporation (“you” or the “Company”) has advised Barclays Capital Inc. (“Barclays”), BMO Capital Markets Corp. (“BMO”), RBC Capital Markets<sup>1</sup> (“RBC”) and Citigroup Global Markets Inc. (Citi (as defined below), together with Barclays, BMO and RBC, the “Engagement Parties”, “us” or “we”) that you intend to consummate the Transactions (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Transaction Description attached hereto as Exhibit A). For the purposes of this letter (this “Engagement Letter”), “Citi” shall mean Citibank, N.A., Citigroup Global Markets Inc., Citicorp USA, Inc., Citicorp North America, Inc. and/or any of their affiliates as Citi shall determine to be appropriate to provide the services contemplated herein.

1. Engagement

Pursuant to this Engagement Letter, you hereby engage each of the Engagement Parties to act as an underwriter, initial purchaser and/or placement agent, in each case, for the Company and its affiliates in connection with any underwritten offering or private placement of (i) any securities issued in connection with the Acquisition or (ii) any securities issued to refinance any loans funded under the Bridge Facility in connection with the Acquisition (collectively, the “Securities” and any offering or placement thereof, an “Offering of Securities”). Barclays will appear on the “left” of the cover page, followed by each of BMO, RBC and Citi (in such order) and each Additional Agent (as defined below) (in alphabetical order), of any offering document or other offering materials related to any Offering of Securities consisting of debt securities and Barclays will hold the roles, rights, authority and responsibilities customarily given to financial institutions with such “left” placement. You agree that each Engagement Party shall be entitled to the percentage of total economics in connection with each Offering of Securities as set forth on Schedule I hereto. It is understood and agreed that, with respect to any Offering of Securities, you (or the applicable issuer) may appoint additional financial institutions to serve as co-managing underwriters, initial purchasers, placement agents and/or bookrunners for such Offering of Securities (any such additional financial institutions, an “Additional Agent”) and collectively, the “Additional Agents”); *provided* that the Engagement Parties as of the date hereof shall have no less than 75% of the total economics with respect to such Offering of Securities and the compensatory economics allocated or paid to any Additional Agent

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<sup>1</sup> RBC Capital Markets is a marketing name for the capital markets activities of Royal Bank of Canada and its affiliates.

shall not exceed the compensatory economics paid to the Engagement Parties as of the date hereof. Upon the execution and delivery by such Additional Agents and you of customary joinder documentation or an amendment and restatement of this Engagement Letter, each such Additional Agent shall constitute an “Engagement Party” under this Engagement Letter and any related fee credit letter.

The Company acknowledges that this Engagement Letter is neither an expressed nor an implied commitment or agreement by any Engagement Party or any of its affiliates to act in any capacity in any of the transactions described in this Section 1, to provide or arrange any financing or to purchase or place any securities or loans, or to enter into any foreign exchange or commodities transaction, currency or interest rate swap or other hedging or derivative transaction, which commitment or agreement, if any, will only exist if set forth in a separate agreement appropriate for any such transaction.

## 2. Fees and Expenses

As consideration for our agreement to perform the services described in this Engagement Letter, you hereby agree to pay (or cause to be paid) to the Engagement Parties (or their affiliates) a fee equal to 0.95% of the aggregate principal amount of debt securities issued pursuant to any Offering of Securities. The compensation for underwriting, purchasing or privately placing any Securities that are not debt securities will be determined by mutual agreement between the Engagement Parties and the Company giving due regard to then prevailing market rates for underwritings, purchases or private placements of similar securities for similar issuers. In the event that the Company enters into an underwriting agreement, purchase agreement or placement agency agreement for the sale of Securities and other than to the extent provided for in any such underwriting agreement, purchase agreement or placement agency agreement, as applicable, each Engagement Party will bear the fees and disbursements of its counsel in connection with such sale, other than the customary blue sky and Financial Industry Regulatory Authority, Inc. fees and expenses (including all fees and expenses of a “qualified independent underwriter”, if required), and expenses related to the preparation and production of underwriting or similar transaction documents, which fees and expenses will be borne by the Company.

All fees payable hereunder will be payable in U.S. dollars in immediately available funds to the applicable Engagement Party for its own account, or as directed by it, free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings and all liabilities with respect thereto (with appropriate gross-up for withholding taxes) and will not be subject to reduction by way of setoff or counterclaim. Once paid, no fee will be refundable under any circumstances, except as otherwise agreed in writing by you and the person entitled to such fee. Your obligation to pay any fee set forth herein or to cause any such fee to be paid shall be joint and several with any other party having such an obligation. Your obligations under this Section 2 are in addition to your obligations under any other agreement between you and any of us. You agree that we may, in our sole discretion, share all or any portion of any fees payable under this Engagement Letter with any other purchaser of any Securities.

## 3. Cooperation

During the term of this Engagement Letter, the Company agrees to and agrees to use commercially reasonable efforts to cause the Target (subject to the final paragraph of this Section 3) to, cooperate with us, and provide information reasonably required by us, including information to be included in any offering memorandum, private placement memorandum, prospectus (including any related registration statement) or other disclosure document or investor presentation, in connection with the transactions contemplated hereby; *provided* that, prior to the consummation of the Acquisition, such information may be limited, with respect to the Target and its subsidiaries, to publicly available information and information otherwise available to you or in your possession. The Company will be solely responsible for the contents of all

information, disclosure documents, “bank books” and other materials delivered to any Engagement Party or any of its affiliates in connection with the Securities (other than information with respect to such Engagement Party provided in writing from such Engagement Party for inclusion therein or in the plan of distribution for any Offering of Securities) and the Company acknowledges that each Engagement Party and its affiliates will be using and relying upon such information without independent verification thereof. The Company will advise the Engagement Parties immediately of the occurrence of any event or any other change known to it that results in any offering circular, private placement memorandum, prospectus or other disclosure document or presentation materials relating to Securities containing an untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and will promptly supplement, or cause to be supplemented, such offering circular, private placement memorandum, prospectus, other disclosure document or presentation materials so that the same will be correct in all material respects under those circumstances.

The Company agrees that the Engagement Parties have the right to place advertisements (including, without limitation, upon the consummation of any Offering of Securities, customary “tombstone” advertisements) in financial and other newspapers and journals at its own expense describing its services to the Company; *provided* that such statement does not contain confidential information and that the Engagement Parties do not attribute any statement to the Company without the Company’s prior written approval to such statement. The Company further agrees that any references to any Engagement Party or any of its affiliates made in advertisements or other marketing materials used in connection with the Transactions are subject to the prior written approval of the Engagement Parties, which approval will not be unreasonably withheld or delayed.

Notwithstanding anything to the contrary contained in this Engagement Letter, in relation to the period prior to the Closing Date, we acknowledge that (x) neither the Target nor any of its affiliates is obligated to assist with any marketing of the Securities or take any action procured by you; and (y) any obligation to procure that the Target takes any action (including making members of management available or to provide information or any other assistance contemplated by this Engagement Letter) shall be subject to the requirements of the City Code on Takeovers and Mergers (the “City Code”) and the Panel on Takeovers and Mergers (the “Panel”) and shall be limited to a commercially reasonable efforts obligation; and (z), at any time, the scope, form and content of information that can be provided pursuant to this Engagement Letter will be subject to the City Code and any requirements of the City Code or the Panel as well as any other applicable legal or regulatory restrictions (including any applicable laws or regulations on market abuse).

#### 4. Indemnification

To induce us to enter into this Engagement Letter and to proceed with the transactions contemplated hereby, you hereby agree to indemnify upon demand and hold harmless us and our affiliates and each partner, trustee, shareholder, director, officer, employee, advisor, representative, agent, attorney and controlling person thereof (each, an “Indemnified Person”) from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses (including legal expenses), joint or several, of any kind or nature whatsoever that may be brought or threatened by the Company or any of its affiliates or any other person or entity and which may be incurred by or asserted against or involve any Indemnified Person (whether or not any Indemnified Person is a party to such action, suit, proceeding or claim) as a result of or arising out of or in any way related to or resulting from the Acquisition, this Engagement Letter, any Securities, the Transactions or any related transaction contemplated hereby or thereby (including, without limitation, any untrue statement or alleged untrue statement of a material fact contained in any offering circular, private placement memorandum, prospectus or other similar disclosure document or in any amendment or supplement thereto, or any omission or alleged

omission to state in any offering circular, private placement memorandum, prospectus or other similar disclosure document or in any amendment or supplement thereto, any material fact required to be stated therein or necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading) or any use or intended use of the proceeds of any Securities (any of the foregoing, a “Claim”); *provided* that you will not have to indemnify an Indemnified Person against any Claim to the extent the same resulted directly and primarily from (i) the gross negligence, willful misconduct or bad faith of such Indemnified Person (to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment) or (ii) a material breach of the obligations of such Indemnified Person under this Engagement Letter; *provided, further*, that subject to the immediately succeeding paragraph, you shall reimburse each applicable Indemnified Person promptly (but in any event within 45 days) upon receipt of a reasonably detailed invoice for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating or defending any Claim. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold such Indemnified Person harmless, then you will contribute to the amount paid or payable by such Indemnified Person as a result of such Claim in such proportion as is appropriate to reflect the relative economic interests of (i) you and your affiliates, stockholders, partners or other equity holders on the one hand and (ii) the Engagement Parties on the other hand in the matters contemplated by this Engagement Letter as well as the relative fault of (a) you and your affiliates, stockholders, partners or other equity holders and (b) the Engagement Parties with respect to such claim, loss, damage, liability or expense and any other relevant equitable considerations. Notwithstanding any other provision of this Engagement Letter, no Indemnified Person will be responsible or liable to you or any other person or entity for damages arising from the use by others of any information or other materials obtained through internet, electronic, telecommunications or other information transmission systems.

If any Claim is asserted against any Indemnified Person in respect of which indemnity is sought pursuant to this Section 4, such Indemnified Person shall notify you in writing, as soon as reasonably practicable, of the nature of the Claim; *provided* that any failure to so notify in respect of any potential or actual Claim will not affect the indemnification by you hereunder unless such failure materially prejudices your ability to defend the Claim. You will be entitled to assume the defense on behalf of the Indemnified Person of any suit brought to enforce the Claim; *provided, however*, that you shall not, without the prior written consent of any Indemnified Person, effect any settlement of any Claim asserted against an Indemnified Person in respect of which indemnity could have been sought hereunder unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such proceedings and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person; *provided, further*, that upon your request such Indemnified Person shall cooperate with you in all reasonable respects in the defense of such Claim and you shall reimburse such Indemnified Person promptly (but in any event within 45 days) upon receipt of a reasonably detailed invoice for any reasonable out-of-pocket expenses incurred in connection with cooperating in such defense. Notwithstanding the foregoing, you shall not be liable for any settlement of any proceeding in respect of which indemnity could have been sought hereunder by such Indemnified Person that is effected without your written consent (which consent shall not be unreasonably withheld or delayed).

Your indemnity, reimbursement and contribution obligations under this Section 4 will be in addition to any liability which you may otherwise have and will be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of you and the Indemnified Persons.

Neither we nor any other Indemnified Person will be responsible or liable to you or any other person or entity for any indirect, special, punitive or consequential damages which may be alleged as a result of

the Acquisition, this Engagement Letter, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of any Securities.

5. Termination

This Engagement Letter may be terminated by any Engagement Party with respect to it at any time with or without cause upon receipt by you of written notice to that effect.

This Engagement Letter may be terminated by you after the earliest to occur of (a) the Closing Date, if the Offering of Securities is consummated on or prior to the Closing Date, and the Bridge Facility is not funded, (b) if the Acquisition is consummated with the funding of loans under the Bridge Facility, the date of repayment in full of all loans under the Bridge Facility and (c) the date of termination of the agreements related to the Acquisition so long as the Closing Date shall not have occurred; *provided* that, prior to any such termination by you, the Company shall have paid to each Engagement Party any fees or other amounts due to such Engagement Party hereunder.

6. Sharing Information; Affiliate Activities; Absence of Fiduciary Relationship

Please note that this Engagement Letter and any written or oral communications provided by any Engagement Party or any of its affiliates in connection with the arrangements contemplated by this Engagement Letter are exclusively for the information of your directors and senior management and may not be disclosed to any other person or entity or circulated or referred to publicly without our prior written consent; *provided* that we hereby consent to your disclosure of this Engagement Letter and such communications (i) to the Company's officers, directors, agents and advisors who are directly involved in the consideration of this Engagement Letter to the extent you notify such persons of their obligations to keep this Engagement Letter and such communications confidential and such persons agree to hold the same in confidence, (ii) as required pursuant to the City Code or by the Panel; *provided, however*, that with respect to this clause (ii), you shall consult with us (to the extent permitted by the City Code or by the Panel) prior to such disclosure and (iii) as you are required to do so by applicable law or compulsory legal process (based on the advice of legal counsel) after providing written notice to us.

You acknowledge that each Engagement Party and its affiliates are full service securities firms and as such may from time to time effect transactions, for their own account or the account of customers, and may hold positions in securities or indebtedness, or options thereon, of the Company, the Target and other companies that may be the subject of the Transactions. Each Engagement Party and its affiliates will have economic interests that are different from or conflict with those of the Company regarding the transactions contemplated hereby, and you acknowledge and agree that such Engagement Party has no obligation to disclose such interests to you. You further acknowledge and agree that nothing in this Engagement Letter or the nature of our services or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between us, on the one hand, and you, your equity holders or your affiliates, on the other hand, and you waive, to the fullest extent permitted by law, any claims you may have against any Engagement Party for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Engagement Party will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your equity holders, employees or creditors. You acknowledge that the Transactions (including the exercise of rights and remedies hereunder) are arms' length commercial transactions and that we are acting as principal and in our own best interests. You are relying on your own experts and advisors to determine whether the Transactions are in your best interests and are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated hereby. In addition, you acknowledge that we may employ the services of our affiliates in providing certain services hereunder and

may exchange with such affiliates information concerning you, the Target and other companies that may be the subject of the Transactions and such affiliates will be entitled to the benefits afforded to us hereunder.

You further acknowledge and agree: (i) that you have been advised of the role of Barclays and/or its affiliates as financial advisors to you in connection with the Transactions and that, in such capacity, neither Barclays nor any such affiliate is advising you to enter this Engagement Letter or advising you with respect to any financing contemplated herein, (ii) that you (together with your legal and other advisors) are independently evaluating this Engagement Letter and any provision of financing contemplated herein and are fully aware of any conflicts of interest which may exist as a result of Barclays' engagement hereunder and the engagement of Barclays or any of its affiliates as financial advisor to you and (iii) to such retentions. You further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of Barclays or any of its affiliates as financial advisor to you in connection with the Transactions and, on the other hand, Barclays' engagement hereunder or any arrangement, underwriting or provision by it of any financing in connection with the Transactions.

Consistent with our policies to hold in confidence the affairs of our customers, we will not use or disclose confidential information obtained from you by virtue of the Transactions and the other transactions contemplated hereby in connection with our performance of services for any of our other customers (other than as permitted to be disclosed under this Section 6). Furthermore, you acknowledge that neither we nor any of our affiliates have an obligation to use in connection with the Transactions or the other transactions contemplated hereby, or to furnish to you, confidential information obtained or that may be obtained by us from any other person.

Please note that the Engagement Parties and their affiliates do not provide tax, accounting or legal advice.

7. Waiver of Jury Trial; Governing Law; Submission to Jurisdiction; Surviving Provisions

**THIS ENGAGEMENT LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; AND CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND SUPERSEDES ANY PREVIOUS AGREEMENT, WRITTEN OR ORAL, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND THEREOF. EACH OF THE PARTIES HERETO WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS ENGAGEMENT LETTER, EACH ELEMENT OF THE TRANSACTIONS OR THE PERFORMANCE BY US OR ANY OF OUR AFFILIATES OF THE SERVICES CONTEMPLATED HEREBY. IN ADDITION, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ENGAGEMENT LETTER OR THE TRANSACTIONS OR THE PERFORMANCE OF ANY OF THE PARTIES HEREUNDER, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF (I) THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY AND (II) THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, LOCATED IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY SUCH COURT; (B) AGREES THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT; (C) WAIVES THE DEFENSE OF ANY INCONVENIENT FORUM TO SUCH NEW YORK STATE OR FEDERAL COURT; (D) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE**

**CONCLUSIVE AND MAY BE ENFORCED IN ANOTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW; (E) TO THE EXTENT THAT YOU OR YOUR PROPERTIES OR ASSETS HAVE OR HEREAFTER MAY HAVE ACQUIRED OR BE ENTITLED TO IMMUNITY (SOVEREIGN OR OTHERWISE) FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OF A JUDGMENT OR FROM EXECUTION OF A JUDGMENT OR OTHERWISE), FOR YOURSELF OR YOUR PROPERTIES OR ASSETS, AGREES NOT TO CLAIM ANY SUCH IMMUNITY AND WAIVES SUCH IMMUNITY; AND (F) CONSENTS TO SERVICE OF PROCESS BY MAILING OR DELIVERING A COPY OF SUCH PROCESS TO YOU AT YOUR ADDRESS SET FORTH ON THE FIRST PAGE OF THIS LETTER AND AGREES THAT SUCH SERVICE SHALL BE EFFECTIVE WHEN SENT OR DELIVERED.**

This Engagement Letter is issued for your benefit only and no other person or entity (other than the Indemnified Persons) may rely hereon.

The reimbursement, indemnification, jurisdiction, governing law, waiver of jury trial and confidentiality provisions contained herein (including the provisions of Sections 4 and 6 hereof and this Section 7) will survive any termination or completion of the arrangements contemplated by this Engagement Letter or the Transactions; *provided* that, to the extent any definitive documentation relating to any Securities is executed by any Engagement Party (or its affiliates) and you, then any claim by such Engagement Party (or its affiliates) as an Indemnified Person for indemnity or reimbursement in connection with such transaction shall be made pursuant to the indemnification or reimbursement provisions of such document.

This Engagement Letter may not be assigned by any Engagement Party (other than to its affiliates) or you without the prior written consent of the other party (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights or remedies in favor of, any person (including your equity holders, employees or creditors) other than the parties hereto (and any Indemnified Person). This Engagement Letter may not be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (as the same may be extended and in effect from time to time, the "PATRIOT Act") and such other money-laundering legislation applicable to the Company and any other obligor under any Offering of Securities and related documentation, and the requirements of 31 C.F.R. § 1010.230 (the "Beneficial Ownership Regulation"), each Engagement Party is required to obtain, verify and record information that identifies the Company and any other obligor, which information includes the name, address, tax identification number and other information regarding the Company and any other obligor, that will allow such Engagement Party to identify the Company and any other obligor in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Engagement Party and each Lender. You hereby acknowledge and agree that each Engagement Party shall be permitted to share any or all such information with the lenders.

This Engagement Letter may be executed in any number of counterparts, each of which when executed will be an original and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Engagement Letter by facsimile or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof. The words "execution", "signed", "signature", and words of like import in this Engagement Letter shall be deemed to

include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

This Engagement Letter is the only agreement that has been entered into among the parties hereto as to the matters set forth herein and sets forth the entire understanding of the parties with respect thereto and supersedes any prior written or oral agreements among the parties hereto with respect to the matters herein. Those matters that are not covered or made clear in this Engagement Letter are subject to mutual agreement of the parties. This Engagement Letter is in addition to the agreements of the parties set forth in the definitive documentation regarding the Securities, including any related letter agreements between any Engagement Party (or any of its affiliates) and you. No person has been authorized by any Engagement Party to make any oral or written statements that are inconsistent with this Engagement Letter.

*[The remainder of this page is intentionally left blank.]*

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Engagement Parties the enclosed copy of this Engagement Letter, which will become a binding agreement upon our receipt. We look forward to working with you on this assignment.

Very truly yours,

**BARCLAYS CAPITAL INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BMO CAPITAL MARKETS CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

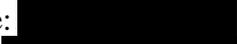
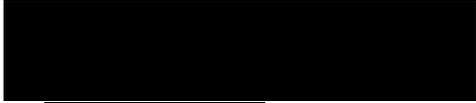
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**RBC CAPITAL MARKETS, LLC**

By:

Name:

Title:



**CITIGROUP GLOBAL MARKETS INC.**

By: [REDACTED]  
Name: [REDACTED]  
Title: [REDACTED]

**ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:**

**OPEN TEXT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:



## Exhibit A

### *Transaction Description*

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the engagement letter to which this Exhibit A is attached (the “Engagement Letter”). In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

Open Text Corporation (the “Company”) or any one or more of its affiliates (including any one or more newly-formed entities intended to act as direct or indirect holding companies for the Acquired Business) intends to (i) acquire, in a “friendly” transaction, either all, substantially all or a majority of the capital stock and/or assets of a company identified to us and code-named “Magnum” (the “Target” and, together with its subsidiaries, the “Acquired Business”) (together with any other transactions having a substantially similar effect, the “Acquisition”) and (ii) repay in full the existing senior credit facilities of the Target, together with any related premiums and accrued and unpaid interest thereon (the “Refinancing”).

The sources of funds needed to effect the Acquisition and the Refinancing and to pay all fees and expenses incurred in connection with the Transactions (the “Transaction Costs”) are expected to be provided through:

(i) available cash on hand of the Company and the Target, including as a result of an approximate \$600 million borrowing under the Company’s revolving credit facility; and

(ii) third-party debt financing, expected to consist of the following:

(A) a first lien term loan facility in an aggregate principal amount of \$2,585.0 million (the “TLB Facility”) pursuant to that certain Credit Agreement, dated as of the date hereof, among the Company, the lenders party thereto from time to time and Barclays Bank PLC, as administrative agent, and

(B) either (x) the issuance and sale by the Company or an affiliate thereof to be agreed of senior secured notes (the “Senior Notes”) or any other Securities constituting debt securities to finance the Transactions or to refinance any other interim or bridge loans incurred under the Bridge Facility (as defined below) in a public offering or in a Rule 144A or other private placement or (y) if and to the extent that Securities are not issued in an aggregate amount equal to \$2,000.0 million on or prior to the Closing Date, the incurrence of senior secured bridge loans in an aggregate principal amount equal to such shortfall (the “Senior Bridge Loans”) from the lenders under that certain Bridge Loan Agreement, dated as of the date hereof, among the Company, the lenders party thereto from time to time and Barclays Bank PLC, as administrative agent (the “Bridge Facility”) and together with the TLB Facility, the “Facilities”).

The date on which the Acquisition is consummated and the initial borrowings are made under any of the Facilities is referred to herein as the “Closing Date”.

The transactions described in this Exhibit A or contemplated by the Engagement Letter, including the Acquisition, the arrangement, funding and syndication of the Facilities and the placement and issuance of any Securities are collectively referred to herein as the “Transactions”.

**Schedule I**

<i>Engagement Party</i>	<i>Percentage of Total Economics in connection with each Offering of Securities</i>
Barclays	28.00%
BMO	27.00%
RBC	24.00%
Citi	21.00%