

BARCLAYS
745 Seventh Avenue
New York, New York 10019

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

ROYAL BANK OF CANADA
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

Flex Letter

Ladies and Gentlemen:

Reference is made to (a) that certain Credit Agreement, dated the date hereof, by and among Open Text Corporation (“you”), Barclays Bank PLC (“Barclays”), as administrative agent, and the lenders and other parties party thereto from time to time (the “TLB Facility Agreement”), regarding a first lien term loan facility in an aggregate principal amount of \$2,585.0 million (the “TLB Facility”), (b) that certain Bridge Loan Agreement, dated the date hereof, by and among you, Barclays, as administrative agent, and the lenders and other parties party thereto from time to time (the “Bridge Facility Agreement”, and together with the TLB Facility Agreement, the “Facilities Documentation”), regarding a first lien bridge term loan facility in an aggregate principal amount of \$2,000.0 million (the “Bridge Facility” and, together with the TLB Facility, the “Facilities”) and (c) that certain Fee Letter, dated the date hereof (the “Fee Letter”), among you, Barclays, BMO Capital Markets Corp. (“BMO”), RBC Capital Markets¹ (“RBC”) and Citigroup Global Markets Inc. (Citi (as defined below), together with Barclays, BMO and RBC, the “Commitment Parties”, “us” or “we”). For the purposes of this letter (this “Flex 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. This Flex Letter is hereby designated as a “Credit Document” under the Facilities Documentation.

The Commitment Parties holding a majority of the outstanding commitments, as of the applicable date of determination, in respect of the TLB Facility (the “Majority TLB Parties”) shall be entitled (without your consent but after consultation with you), at any time on or prior to the earlier of (a) a Successful Syndication (as defined below) and (b) 60 days following the funding of the Facilities (such earlier date, the “Syndication Date”), to change the terms of the TLB Facility to the extent, and in the circumstances, set forth in the section titled “TLB Facility Flex” of this Flex Letter. The Commitment Parties holding a majority of the outstanding commitments, as of the applicable date of determination, in respect of the Bridge Facility (the “Majority Bridge Parties”) shall be entitled (without your consent but after consultation with you), at any time on or prior to the Syndication Date (as defined below), to change the terms of the Bridge Facility to the extent, and in the circumstances, set forth in the section titled “Bridge Facility Flex” of this Flex Letter. The Commitment Parties holding a majority of the outstanding

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

commitments, as of the applicable date of determination, in respect of the Facilities (the “Majority Parties”) shall be entitled (without your consent but after consultation with you), at any time on or prior to the date that is 60 days after the Closing Date, to change the terms of the Facilities to the extent, and in the circumstances, set forth in the section titled “Other Flex” of this Flex Letter. Any changes to the TLB Facility or the Bridge Facility necessary to effect any flex modifications provided in this Flex Letter shall be effected by one or more amendments to the applicable Facilities Documentation or by one or more additional Facilities Documentation or separate agreements between you and the Commitment Parties, in each case, as the Commitment Parties shall determine in their reasonable discretion. Any assignments of loans and commitments under the Facilities to complete a Successful Syndication shall not be subject to the assignment fee provisions set forth in the Facilities Documentation.

For purposes of this Flex Letter, a “Successful Syndication” of (i) the TLB Facility shall be deemed to have occurred when each Commitment Party holds loans and commitments of not greater than \$0 under the TLB Facility and (ii) the Bridge Facility shall be deemed to have occurred when each Commitment Party holds loans and commitments of not greater than \$0 under the Bridge Facility.

TLB Facility Flex

At any time on or prior to the Syndication Date, so long as (x) the Majority TLB Parties determine that effecting any of the following changes to the TLB Facility is reasonably necessary to ensure a Successful Syndication of the TLB Facility, (y) the Majority TLB Parties reasonably determine that a Successful Syndication of the TLB Facility cannot be achieved or (z) a Successful Syndication of the TLB Facility has not been achieved on the Closing Date, the Majority TLB Parties shall be entitled to:

(a) increase the interest rate margins by no more than 175 basis points; *provided* that up to 75 basis points of such increased interest rate margin may, at the election of the Majority TLB Parties, take the form of original issue discount (“OID”) or upfront fees (which for purposes of this paragraph will be deemed to constitute like amounts of OID); *provided, further*, that the interest rate margins can be increased by an additional 25 basis points on each of February 1, 2023 and March 31, 2023, which increases may, at the election of the Majority TLB Parties, take the form of additional OID or upfront fees (for purposes of this paragraph, (x) OID shall be equated to such interest rate margins in a manner determined by the Majority TLB Parties and consistent with generally accepted financial practice based on an assumed four-year average life to maturity and (y) OID or upfront fees hereunder shall be in addition to the Original Issue Discount and any other fees required to be paid pursuant to the Fee Letter or the TLB Facility Agreement in respect of the TLB Facility);

(b) add a credit spread adjustment to the interest rate margins applicable to Term SOFR Advances in an amount equal to 10 basis points (in the case of a 1-month interest period), 15 basis points (in the case of a 3-month interest period) and 25 basis points (in the case of a 6-month interest period);

(c) reduce the aggregate principal amount of the TLB Facility by reallocating (including requiring any necessary assignments in respect of) up to \$1,000.0 million of the TLB Facility to a new tranche of senior secured term loans (to be documented in a manner reasonably acceptable to the Majority TLB Parties) with a five-year maturity that amortize at a rate of 5.00% per annum;

(d) extend the “soft call” protection applicable to the loans under the TLB Facility from six months to twelve months;

- (e) remove the MFN sunset in respect of “Incremental Facilities”; and/or
- (f) increase the interest rate floor applicable to Term SOFR Advances to 0.50%.

Bridge Facility Flex

At any time on or prior to the Syndication Date, so long as (x) the Majority Bridge Parties determine that effecting any of the following changes to the Bridge Facility is reasonably necessary to ensure a Successful Syndication of the Bridge Facility, (y) the Majority Bridge Parties reasonably determine that a Successful Syndication of the Bridge Facility cannot be achieved or (z) a Successful Syndication of the Bridge Facility has not been achieved on the Closing Date, the Majority Bridge Parties shall be entitled to:

- (a) increase the Total Cap by no more than 50 basis points in the event the Company’s secured credit rating is Ba1 or BB+ or lower (or if the Company’s secured debt is not rated) as of the Closing Date from any two of Moody’s Investors Service, Inc., Standard & Poor’s Rating Service or Fitch Ratings, Inc. (or any of their respective successors);
- (b) increase the Total Cap by no more than 25 basis points or 50 basis points, respectively, if the Closing Date does not occur on or prior to the date that is 120 days or 180 days after the date hereof;
- (c) extend the maturity date applicable to the Extended Term Loans and the Permanent Securities to seven years from the Closing Date at a Total Cap equal to 8.125%;
- (d) extend the maturity date applicable to the Extended Term Loans and the Permanent Securities to ten years from the Closing Date at a Total Cap equal to 8.500%; and/or
- (e) extend the non-call period for the Permanent Securities to their maturity date.

Other Flex

At any time on or prior to the Syndication Date, so long as (x) the Majority Parties determine that effecting any of the following changes to the TLB Facility and/or the Bridge Facility is reasonably necessary to ensure a Successful Syndication of the TLB Facility or the Bridge Facility, as applicable, (y) the Majority Parties reasonably determine that a Successful Syndication of the TLB Facility or the Bridge Facility, as applicable, cannot be achieved or (z) a Successful Syndication has not been achieved on the Closing Date, the Majority Parties shall be entitled to:

- (a) reduce the aggregate principal amount of the TLB Facility and/or the Bridge Facility by reallocating (including requiring any necessary assignments in respect of) up to \$1,500.0 million in the aggregate of the TLB Facility and/or the Bridge Facility, as applicable, to an unsecured bridge facility or unsecured debt securities (which debt securities shall have a maturity date of eight years from the Closing Date and which shall not be callable until three years from the Closing Date) with a Total Cap of 9.00%;
- (b) reduce the aggregate principal amount of the TLB Facility by reallocating (including requiring any necessary assignments in respect of) up to \$1,000.0 million of the TLB Facility to increase the aggregate principal amount of the Bridge Facility on a dollar for dollar basis; and/or

(c) reduce the aggregate principal amount of the Bridge Facility by reallocating (including requiring any necessary assignments in respect of) up to \$1,000.0 million of the Bridge Facility to increase the aggregate principal amount of the TLB Facility on a dollar for dollar basis.

Confidentiality

You agree that you will not disclose, directly or indirectly, this Flex Letter or the contents thereof to any person without prior written approval of the Commitment Parties, except that you may disclose this Flex Letter and its contents (i) to your officers, directors, agents, employees, attorneys, accountants, advisors, controlling persons or equity holders on a confidential and need-to-know basis, (ii) pursuant to any order of any court or administrative agency, or as required by applicable law, regulation or compulsory legal process (based on the advice of legal counsel) after providing written notice to us or to the extent requested or required by any governmental and/or regulatory authorities (in which case you agree to inform us promptly thereof to the extent practicable and not prohibited by applicable law) (iii) as required pursuant to the City Code or by the Panel; *provided, however*, that with respect to this clause (iii), you shall consult with us (to the extent permitted by the City Code or by the Panel) prior to such disclosure and (iv) so long as this Flex Letter is redacted in a manner reasonably satisfactory to the Commitment Parties in their sole discretion, to the Target and its officers, directors, agents, employees, attorneys, accountants or advisors on a confidential and need-to-know basis.

Exercise of Flex Rights

Notwithstanding anything to the contrary contained in the Facilities Documentation, the Company agrees (upon the request of the Commitment Parties) to execute such amendments to the Facilities Documentation and to enter into such additional Facilities Documentation, as may from time to time be requested by Commitment Parties to effect the changes required by the applicable Commitment Parties herein.

Notwithstanding anything to the contrary contained in this Flex Letter, the exercise of the rights provided in preceding sections shall not constitute a condition precedent to the availability of the committed financing under the Facilities or the initial funding of the Facilities on the Closing Date.

Miscellaneous

The provisions of this Flex Letter shall survive the expiration or termination of the Facilities Documentation (including, in each case, any extensions thereof) and the funding of the Facilities. This Flex Letter shall govern in the event of any inconsistency with the Facilities Documentation, as the case may be.

It is understood and agreed that this Flex Letter shall not constitute or give rise to any obligation to provide any financing; such an obligation will arise only to the extent provided in the Facilities Documentation. This Flex Letter shall not be assignable by any party hereto without the prior written consent of the other party hereto (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to (and does not) confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Flex Letter may not be amended or waived except by an instrument in writing signed by us and you. This Flex Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Flex Letter by facsimile transmission or electronic transmission (i.e., a “pdf” or “tiff” or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature”, and words of like import in this Flex 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.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Flex Letter, including, without limitation, its validity, interpretation, construction, performance and enforcement and any claims sounding in contract law or tort law arising out of the subject matter hereof.

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

If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Flex Letter shall become a binding agreement between us.

Very truly yours,

BARCLAYS BANK PLC

By: _____
Name: _____
Title: Managing Director

BMO CAPITAL MARKETS CORP.

By:  _____

Name: 

Title: Managing Director

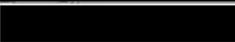
ROYAL BANK OF CANADA

By: 

Name: 

Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: 
Name: 
Title: Managing Director

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

OPEN TEXT CORPORATION

By: _____

Name:

Title: Executive Vice President, Chief
Financial Officer