

JOINDER AGREEMENT

This JOINDER AGREEMENT dated as of August 25, 2022 (this “Joinder Agreement”) to the PARI PASSU INTERCREDITOR AGREEMENT dated as of January 16, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”; capitalized terms used but not defined in this Joinder Agreement have the respective meanings assigned to them in the Intercreditor Agreement), by and among Barclays Bank PLC, as Intercreditor Agent, Barclays Bank PLC, as Authorized Representative under the 2011 Credit Agreement, Barclays Bank PLC, as Authorized Representative under the 2014 Credit Agreement, and each additional Authorized Representative from time to time party thereto.

1. OPEN TEXT CORPORATION, a corporation amalgamated under the laws of Canada (the “Borrower”), hereby:

(a) designates each of (i) the Obligations (as defined under that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “TLB Credit Agreement”), among the Borrower, the guarantors and lenders party thereto from time to time, and Barclays Bank PLC, as administrative agent and collateral agent (the “New TLB Representative”)) (the “New TLB Obligations”), and (ii) the Obligations (as defined under that certain Bridge Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Bridge Credit Agreement”), among the Borrower, the guarantors and lenders party thereto from time to time, and Barclays Bank PLC, as administrative agent and collateral agent (the “New Bridge Representative”)) (the “New Bridge Obligations”), as Other First-Priority Obligations pursuant to Section 5.14 of the Intercreditor Agreement (such designation, the “Designation”);

(b) certifies to the Intercreditor Agent, the New TLB Representative and the New Bridge Representative that the incurrence of the New TLB Obligations and the New Bridge Obligations as First-Priority Obligations under the Intercreditor Agreement is not prohibited under any First-Priority Document in effect as of the date hereof;

(c) represents and warrants to each of the other parties hereto that all conditions precedent to the execution and delivery of this Joinder Agreement under the Intercreditor Agreement have been complied with, including those set forth in Section 5.14 thereof; and

(d) gives notice to each Authorized Representative of the Designation.

2. Upon execution hereof by the Borrower and the New TLB Representative: (a) the TLB Credit Agreement shall constitute an Other First-Priority Agreement under the Intercreditor Agreement, (b) the New TLB Representative shall constitute an Authorized Representative under the Intercreditor Agreement, (c) the New TLB Obligations shall constitute Other First-Priority Obligations under the Intercreditor Agreement, (d) the holders of the New TLB Obligations and the New TLB Representative shall constitute Other First-Priority Secured Parties under the

Intercreditor Agreement, (e) the obligations under any “Eligible Hedging Agreement” (as defined in the TLB Credit Agreement) shall be deemed to be First-Priority Hedging Obligations under the Intercreditor Agreement, (f) the obligations under any “Eligible Cash Management Agreement” (as defined in the TLB Credit Agreement) shall be deemed to be First-Priority Cash Management Obligations under the Intercreditor Agreement and (g) the New TLB Representative (and the Series of First-Priority Secured Parties for which it is acting) shall be bound by the provisions of the Intercreditor Agreement and the other First-Priority Collateral Documents applicable to it.

3. Upon execution hereof by the Borrower and the New Bridge Representative: (a) the Bridge Credit Agreement shall constitute an Other First-Priority Agreement under the Intercreditor Agreement, (b) the New Bridge Representative shall constitute an Authorized Representative under the Intercreditor Agreement, (c) the New Bridge Obligations shall constitute Other First-Priority Obligations under the Intercreditor Agreement, (d) the holders of the New Bridge Obligations and the New Bridge Representative shall constitute Other First-Priority Secured Parties under the Intercreditor Agreement and (e) the New Bridge Representative (and the Series of First-Priority Secured Parties for which it is acting) shall be bound by the provisions of the Intercreditor Agreement and the other First-Priority Collateral Documents applicable to it.

4. Except as expressly supplemented hereby, the Intercreditor Agreement shall remain in full force and effect. This Joinder Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Joinder Agreement by facsimile transmission or via electronic mail shall be as effective as delivery of a manually signed counterpart of this Joinder Agreement. Any provision of this Joinder Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

5. THIS JOINDER AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS JOINDER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

6. All communications and notices hereunder shall be in writing and given as provided in Section 5.01 of the Intercreditor Agreement. All communications and notices hereunder to the New TLB Representative or the New Bridge Representative shall be given to it at the address set forth below its signature hereto, as applicable.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder Agreement to the Intercreditor Agreement as of the day and year first above written.


BARCLAYS BANK PLC,
as New TLB Representative

By: 
Name: 
Title: 

Address for notices:

Barclays Bank PLC, as Administrative Agent
Barclays Bank PLC Bank Debt Management
Group
745 Seventh Avenue
New York, New York 10019

Attention: 
Telephone: 
Email: 

Barclays Bank PLC, as Administrative Agent
400 Jefferson Park, 3rd Floor
Whippany, NJ 07981
Attention: 

Email: 
Phone: 
Group Email: 

BARCLAYS BANK PLC,
as New Bridge Representative

By: _____
Name: _____
Title: _____

Address for notices:

Barclays Bank PLC, as Administrative Agent
Barclays Bank PLC Bank Debt Management
Group
745 Seventh Avenue
New York, New York 10019

Attention: _____
Telephone: _____
Email: _____

Barclays Bank PLC, as Administrative Agent
400 Jefferson Park, 3rd Floor
Whippany, NJ 07981
Attention: _____

Email: _____
Phone: _____
Group Email: _____

OPEN TEXT CORPORATION

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:

BARCLAYS BANK PLC,
as Intercreditor Agent

By: 
Name: 
Title: 

BARCLAYS BANK PLC,
as Authorized Representative under the
2011 Credit Agreement

By: 
Name: 
Title: 

BARCLAYS BANK PLC,
as Authorized Representative under the
2014 Credit Agreement

By: 
Name: 
Title: 

CONSENT OF GRANTORS

Dated: August 25, 2022

Reference is made to (i) the Pari Passu Intercreditor Agreement, dated as of January 16, 2014, among Barclays Bank PLC, as Intercreditor Agent, Barclays Bank PLC, as Authorized Representative under the 2011 Credit Agreement, and Barclays Bank PLC, as 2014 Administrative Agent (as the same may be amended, restated, supplemented, waived, or otherwise modified from time to time, the “Intercreditor Agreement”), and (ii) the Joinder Agreement to which this Consent of Grantors is attached (the “Joinder Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

Each of the Grantors party hereto has read the Intercreditor Agreement and the Joinder Agreement and consents to each such agreement. Each of the Grantors party hereto confirms that the Intercreditor Agreement (as supplemented by the Joinder Agreement) is for the sole benefit of the First-Priority Secured Parties and their respective successors and assigns, and that no Grantor is an intended beneficiary or third party beneficiary thereof except to the extent otherwise expressly provided therein.

Each of the Grantors party hereto agrees to take such further action and to execute and deliver such additional documents and instruments (in recordable form, if requested) as the Intercreditor Agent may reasonably request to effectuate the terms of and the lien priorities contemplated by the Intercreditor Agreement (as supplemented by the Joinder Agreement). This Consent of Grantors shall be governed and construed in accordance with the laws of the Province of Ontario.

Notices delivered to the Grantors pursuant to this Consent of Grantors shall be delivered in accordance with the notice provisions set forth in the Intercreditor Agreement.

[Signatures follow.]

OPEN TEXT CORPORATION,
as a Grantor

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Joinder Agreement to the Intercreditor Agreement as of the day and year first above written.

GXS, INC.
GXS INTERNATIONAL, INC.
OPEN TEXT CANADA LTD.
OPEN TEXT HOLDINGS, INC.
OPEN TEXT INC.
OPEN TEXT SA ULC
OPEN TEXT ULC
VIGNETTE PARTNERSHIP, LP, by its
general partner, OPEN TEXT CANADA
LTD.,
each as a Grantor

By: _____
Name: _____
Title: _____