

This **JOINDER AGREEMENT**, dated as of September 23, 2022 (this “Joinder Agreement”), is made by the entity listed on the signature page hereto as “New Guarantor” (the “New Guarantor”) for the benefit of the Guaranteed Parties (as defined in the Bridge Agreement referred to below).

Reference is hereby made to that certain Bridge Loan Agreement, dated as of August 25, 2022 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Bridge Agreement”), among OPEN TEXT CORPORATION, a corporation amalgamated under the laws of Canada (the “Borrower”), the Guarantors and Lenders party thereto from time to time, and Barclays Bank PLC, as administrative agent and collateral agent. Unless otherwise defined herein, terms defined in the Bridge Agreement and used herein shall have the meanings given to them in the Bridge Agreement.

The New Guarantor is a Subsidiary of the Borrower that is required to execute this Joinder Agreement and become a Guarantor pursuant to the Bridge Agreement and, as such, hereby agrees as follows:

SECTION 1. Joinder and Guarantee.

(a) The New Guarantor hereby expressly agrees to perform and observe each and every one of the covenants and agreements, and hereby assumes the obligations and liabilities, of a Guarantor under the Bridge Agreement and any other Credit Document. By virtue of the foregoing, the New Guarantor hereby accepts and assumes any liability of a Guarantor related to each representation or warranty, covenant or obligation made by or on behalf of a Guarantor in the Bridge Agreement and any other Credit Document.

(b) Without limiting the foregoing, the New Guarantor hereby certifies to the Guaranteed Parties that (x) the representations and warranties contained in Article 5 of the Bridge Agreement are true and correct with respect to the New Guarantor in all material respects as if made by the New Guarantor on and as of the date hereof, and (y) no event has occurred and is continuing that would constitute a Default or an Event of Default with respect to the New Guarantor on and as of the date hereof. Attached hereto are such supplemental schedules to Schedules A through I and Schedule L of the Bridge Agreement as may be necessary for the New Guarantor to accurately make the foregoing certifications.

(c) All references to the term “Guarantor” and “Loan Party” in the Bridge Documents, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be references to, and shall include, the New Guarantor, in each case as of the date hereof. The New Guarantor, as a Guarantor, hereby joins in and agrees to be bound by each and all of the provisions of the Credit Documents, as of the date hereof, as a Guarantor thereunder with the same force and effect as if originally referred to therein as a Guarantor.

SECTION 2. Additional Representations and Warranties. The New Guarantor hereby represents and warrants to the Guaranteed Parties on the date hereof as follows:

(a) The New Guarantor has all requisite corporate or other power and authority to enter into this Joinder Agreement and perform its obligations under this Joinder Agreement and the Credit Documents to which it is a party.

(b) The execution and delivery of this Joinder Agreement and each of the Credit Documents to which the New Guarantor is a party by the New Guarantor and the

performance by the New Guarantor of its obligations hereunder and thereunder have been duly authorized by all necessary corporate, partnership or analogous action.

(c) This Joinder Agreement and the other Credit Documents to which the New Guarantor is a party have been duly executed and delivered by the New Guarantor and constitute legal, valid and binding obligations of the New Guarantor enforceable against it in accordance with their respective terms, subject only to any limitation under Laws relating to (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) general equitable principles including the discretion that a court may exercise in the granting of equitable remedies.

SECTION 3. Designation as a Credit Document; Binding Effect. This Joinder Agreement is hereby designated as a Credit Document. This Joinder Agreement shall be binding upon the New Guarantor and shall inure to the benefit of the parties to the Credit Documents and their respective successors and assigns (to the extent permitted by such Credit Documents).

Trial. SECTION 4. Governing Law; Submission to Jurisdiction; Waiver of Venue and Jury

(a) This Joinder Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that Province.

(b) The New Guarantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province of Ontario, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Joinder Agreement or any other Credit Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. The New Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Joinder Agreement or in any other Credit Document shall affect any right that the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Joinder Agreement or any other Credit Document against the New Guarantor or its properties in the courts of any jurisdiction.

(c) The New Guarantor irrevocably and unconditionally waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Joinder Agreement or any other Credit Document in any court referred to in this Section 4. The New Guarantor hereby irrevocably waives, to the fullest extent permitted by Law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) **THE NEW GUARANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS JOINDER AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). THE NEW GUARANTOR HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE**

FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT THE NEW GUARANTOR AND THE OTHER PARTIES HERETO AND TO THE OTHER CREDIT DOCUMENTS HAVE BEEN INDUCED TO ENTER INTO THIS JOINDER AGREEMENT AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 4.

SECTION 5. Counterparts. This Joinder 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 Joinder Agreement shall become effective when it has been executed by the Administrative Agent and when the Administrative 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 Joinder Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Joinder Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Joinder Agreement 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 or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any Law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act*, 2000 (Ontario) and other similar federal or provincial laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada or its *Uniform Electronic Evidence Act*, as the case may be.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Joinder Agreement to be duly executed and delivered by its duly authorized representative as of the date first above written.

OPEN TEXT UK HOLDING LIMITED,
as New Guarantor

By

[Redacted Signature]

Name: [Redacted]

Title: [Redacted]

ACKNOWLEDGED AND ACCEPTED BY:

BARCLAYS BANK PLC,
as Administrative Agent



By _____

Name: _____

Title: _____

Schedule A

Guarantor	Jurisdiction
Open Text UK Holding Limited	England and Wales