

**CONFIDENTIAL**

September 23, 2022

Open Text Corporation  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Engagement Letter  
Joinder Letter

Ladies and Gentlemen:

Reference is hereby made to (a) that certain engagement letter, dated as of August 25, 2022 (the "Engagement Letter"), among Open Text Corporation ("you" or the "Company"), 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 "Original Engagement Parties") and (b) the related Fee Credit Letter, dated as of August 25, 2022, among the Company and the Original Engagement Parties (the "Fee Credit Letter"). This joinder letter (this "Joinder Letter") is the joinder documentation contemplated by Section 1 of the Engagement Letter and sets forth the agreement of the Company, the Original Engagement Parties and each of the financial institutions listed as "Additional Engagement Parties" on Schedule I attached hereto (each such financial institution, an "Additional Engagement Party" and collectively, the "Additional Engagement Parties") regarding the joinder of the Additional Engagement Parties to the Engagement Letter and to the Fee Credit Letter (in each case, as "Engagement Parties") and the appointment of the Additional Engagement Parties with the titles described below. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Engagement Letter. For the purposes of this Joinder 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. Additional Agents

You hereby engage each of the Additional Engagement Parties, upon the terms and subject to the conditions set forth in the Engagement Letter and this Joinder Letter, to act as an underwriter, initial purchaser and/or placement agent, in each case, for the Company and its affiliates in connection with any Offering of Securities. Each of the Original Engagement Parties and the Additional Engagement Parties shall be entitled to the percentage of total economics in connection with each Offering of Securities as set forth on Schedule I hereto, subject to and on the terms and conditions expressly set forth in the Engagement Letter. The execution of this Joinder Letter constitutes the appointment by you of each of the Additional Engagement Parties as an Additional Agent. It is understood and agreed that, with respect to any Offering of Securities, no compensation (other than that compensation expressly contemplated by the Engagement Letter, as supplemented by this Joinder Letter) will be paid in respect of such Offering of Securities unless you and each of the Engagement Parties (after giving effect to this Joinder Letter) shall so agree.

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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.

2. Agreement of Additional Engagement Parties to Be Bound; Titles; Etc.

The Additional Engagement Parties agree to be, and shall be, bound by the terms and conditions, subject to all obligations and entitled to all of the rights and benefits (including the titles), except with respect to economics and fees (which shall instead be as set forth in Section 1 above), of the Original Engagement Parties, as applicable, under the Engagement Letter and the Fee Credit Letter, as if the Additional Engagement Parties were originally a party thereto (and shall be deemed included in the terms “us” or “we” when used therein). The parties hereto agree that 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 (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.

3. Waiver of Jury Trial; Governing Law; Submission to Jurisdiction.

**THIS JOINDER LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; AND, TOGETHER WITH THE ENGAGEMENT LETTER, 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 JOINDER LETTER, EACH ELEMENT OF THE TRANSACTIONS OR THE PERFORMANCE BY THE ORIGINAL ENGAGEMENT PARTIES, THE ADDITIONAL AGENTS OR ANY OF THEIR RESPECTIVE AFFILIATES OF SERVICES CONTEMPLATED HEREBY. IN ADDITION, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS JOINDER 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.**

The provisions set forth in this Joinder Letter shall remain in full force and effect until the Engagement Letter is terminated or expires in accordance with its terms (other than Section 4 and any other provisions which by their terms expressly survive such termination or expiration).

4. Miscellaneous.

This Joinder Letter may not be assigned by any Original Engagement Party or any Additional Engagement Party (in each case, other than to its affiliates) or you without the prior written consent of each other party hereto (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). None of this Joinder Letter, the Engagement Letter or the Fee Credit Letter may be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto. For the avoidance of doubt, this Joinder Letter shall constitute an agreement by the Company and the Original Engagement Parties to the amendments to the Engagement Letter and the Fee Credit Letter contemplated hereby, including to confer benefits upon, and create rights in favor of, each Additional Engagement Party as contemplated herein. This Joinder Letter constitutes an amendment to the Engagement Letter and the Fee Credit Letter, each of which shall remain in full force and effect as amended hereby. This Joinder Letter shall become effective as to each of the parties hereto on the date when each of the parties hereto has executed a counterpart hereof. From and after the date hereof, any reference to the Engagement Letter and the Fee Credit Letter in any agreement, document, undertaking or course of dealing (verbal or otherwise) shall be deemed to be a reference to the Engagement Letter and the Fee Credit Letter as amended hereby.

This Joinder 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 Joinder 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 Joinder 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.

*[Remainder of this page intentionally left blank]*

We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

**MUFG SECURITIES AMERICAS INC.**

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

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We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

**HSBC SECURITIES (USA) INC.**



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

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

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

We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

**PNC CAPITAL MARKETS LLC**

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

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

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

We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

**NATIONAL BANK OF CANADA FINANCIAL INC.**

By:

[Redacted Signature]

Name:

Title:

[Redacted Title]

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We are pleased to have the opportunity to work with you in connection with this important financing.

Very truly yours,

**CIBC WORLD MARKETS CORP.**

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

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

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



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

**OPEN TEXT CORPORATION**

By:

[Redacted Signature]

Name:

Title:

[Redacted Name and Title]

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

**BARCLAYS BANK PLC**

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

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

**BMO CAPITAL MARKETS CORP.**

[REDACTED]

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

Name: [REDACTED]

Title: [REDACTED]

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

**RBC CAPITAL MARKETS, LLC**

By: 

Name:   
Title: 

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

**CITIGROUP GLOBAL MARKETS INC.**

By:   
Name:   
Title: 

**Schedule I**

<i>Original Engagement Party</i>	<i>Percentage of Total Economics in connection with each Offering of Securities</i>
Barclays	21.3080%
BMO	20.5470%
RBC	18.2640%
Citi	15.9810%
<i>Additional Engagement Party</i>	<i>Percentage of Total Economics in connection with each Offering of Securities</i>
MUFG Securities Americas Inc.	8.0000%
HSBC Securities (USA) Inc.	5.0000%
PNC Capital Markets LLC	5.0000%
National Bank of Canada Financial Inc.	3.0000%
CIBC World Markets Corp.	2.9000%