

CONFIDENTIAL

September 23, 2022

Open Text Corporation
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]Syndication Letter
Joinder Letter

Ladies and Gentlemen:

Reference is hereby made to (a) that certain syndication letter, dated as of August 25, 2022 (the "Syndication Letter"), among Open Text Corporation ("you" or the "Company"), Barclays Capital Inc. ("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 "Original Commitment Parties"), (b) the Flex Letter referred to therein and (c) that certain fee letter, dated as of August 25, 2022 (the "Arranger Fee Letter"), among you and the Original Commitment Parties. This joinder letter (this "Joinder Letter") is the joinder documentation contemplated by Section 1 of the Syndication Letter and sets forth the agreement of the Company, the Original Commitment Parties and each of the financial institutions listed as "Additional Commitment Parties" on Schedule I attached hereto (each such financial institution, an "Additional Commitment Party" and collectively, the "Additional Commitment Parties") regarding the joinder of the Additional Commitment Parties to the Syndication Letter, to the Flex Letter and to the Arranger Fee Letter (in each case, as "Commitment Parties" and "Lead Arrangers", as applicable) and the appointment of the Additional Commitment Parties with the titles described below. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Syndication Letter, the Arranger Fee Letter or the Flex Letter, as applicable. 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 Arrangers

You hereby appoint each of the Additional Commitment Parties (acting alone or through or with affiliates selected by it) to act, together with the Original Commitment Parties in their capacities as Lead Arrangers, as a Lead Arranger for each Facility. The execution of this Joinder Letter constitutes the appointment by you of each of the Additional Commitment Parties as an Additional Arranger. You agree that no compensation (other than that compensation expressly contemplated by the Syndication Letter or the Arranger Fee Letter) will be paid to obtain any other party's commitment to participate in either Facility unless you and each of the Commitment Parties (after giving effect to this Joinder Letter) shall so agree.

Immediately after giving effect to the assignments of commitments held by the Original Commitment Parties (or their affiliates) in respect of the Facilities to be executed on the date hereof, the commitments in respect of each Facility shall be as set forth on Schedule I hereto, and such commitments shall be subject to the terms and conditions of the applicable Facilities Documentation.

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

Notwithstanding that the Additional Commitment Parties did not hold any commitments in respect of the Facilities as of the date of the Syndication Letter, as consideration for the agreements and commitments made by each of the Commitment Parties (after giving effect to this Joinder Letter) under the Facilities Documentation, you hereby agree to pay to each of the Additional Commitment Parties, for its own ratable account, a proportionate share of each of the fees contemplated by the Arranger Fee Letter to be paid to each of the Original Commitment Parties and referenced in the Arranger Fee Letter, including the TLB Commitment Fee, the Ticking Fee and Bridge Commitment Fee (and, if applicable, the Bridge Funding Fee and the Conversion Fee), commensurate with the commitments of each such Additional Commitment Party under the Facilities, as applicable. Such fees shall be earned, due and payable in accordance with the Arranger Fee Letter (and for the avoidance of doubt, the rights of the Original Commitment Parties to such fees shall be reduced accordingly).

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

The Additional Commitment 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 Commitment Parties, as applicable, under the Syndication Letter, the Arranger Fee Letter and the Flex Letter, as if the Additional Commitment 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 shall have “lead left” placement, followed by each of BMO, RBC and Citi (in such order) and each Additional Commitment Party (in alphabetical order), on any Marketing Materials (and all other offering or marketing materials in respect of the Facilities) and Barclays shall perform the duties and exercise the authority customarily performed and exercised in such role. Each Additional Commitment Party shall be entitled to allocate any and all fees payable to it under the Arranger Fee Letter to its affiliates as it shall determine in its sole discretion.

3. Joint Management of Syndication.

Notwithstanding anything in the Syndication Letter, the Arranger Fee Letter, the Flex Letter or Section 2 hereof to the contrary, the parties hereto agree that only the Original Commitment Parties shall jointly manage all aspects of the syndication in consultation with the Company in accordance with the terms of the Syndication Letter.

4. 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 SYNDICATION LETTER, THE ARRANGER FEE LETTER, AND THE FLEX 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 COMMITMENT PARTIES, THE ADDITIONAL COMMITMENT PARTIES 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 Syndication Letter is terminated or expires in accordance with its terms (other than Sections 4 and 5 and any other provisions which by their terms expressly survive such termination or expiration).

5. Miscellaneous.

This Joinder Letter may not be assigned by any Original Commitment Party or any Additional Commitment 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 Syndication Letter, the Flex Letter or the Arranger Fee 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 Commitment Parties to the amendments to the Syndication Letter, the Arranger Fee Letter and the Flex Letter contemplated hereby, including to confer benefits upon, and create rights in favor of, each Additional Commitment Party as contemplated herein. This Joinder Letter constitutes an amendment to the Syndication Letter, the Arranger Fee Letter and the Flex 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 Syndication Letter, the Arranger Fee Letter and the Flex Letter in any agreement, document, undertaking or course of dealing (verbal or otherwise) shall be deemed to be a reference to the Syndication Letter, the Arranger Fee Letter and the Flex 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 BANK, LTD.

By: _____

Na

Tit

A large black rectangular redaction box covers the signature and name of the representative. A horizontal line extends from the right side of the redaction box to the right margin of the page.

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: 

Name: 

Title: 

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

Very truly yours,

CIBC WORLD MARKETS CORP.

[Redacted]

By: _____

Name: [Redacted]
Title: [Redacted]

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

OPEN TEXT CORPORATION

By: 
Name: 
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.

By: 
Name: 
Title: 

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

ROYAL BANK OF CANADA

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

RBC CAPITAL MARKETS, LLC

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

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

CITIGROUP GLOBAL MARKETS INC.

By: 
Name: 
Title: 

Schedule I

TLB Credit Agreement

<u>Original Commitment Party / Affiliate</u>	<u>Commitment (\$)</u>	<u>Commitment (%)</u>
Barclays Bank PLC	\$550,811,800.00	21.3080%
Bank of Montreal	\$531,139,950.00	20.5470%
Royal Bank of Canada	\$472,124,400.00	18.2640%
Citibank, N.A.	\$344,257,375.00	13.3175%
Citicorp North America, Inc.	\$68,851,475.00	2.6635%
<u>Additional Commitment Party</u>	<u>Commitment (\$)</u>	<u>Commitment (%)</u>
MUFG Bank, Ltd.	\$206,800,000.00	8.0000%
HSBC Bank USA, N.A.	\$129,250,000.00	5.0000%
PNC Bank, National Association	\$129,250,000.00	5.0000%
National Bank of Canada	\$77,550,000.00	3.0000%
Canadian Imperial Bank of Commerce	\$74,965,000.00	2.9000%
TOTAL:	\$2,585,000,000.00	100.00%

Schedule I

Bridge Credit Agreement

<u>Original Commitment Party / Affiliate</u>	<u>Commitment (\$)</u>	<u>Commitment (%)</u>
Barclays Bank PLC	\$426,160,000.00	21.3080%
Bank of Montreal	\$410,940,000.00	20.5470%
Royal Bank of Canada	\$365,280,000.00	18.2640%
Citibank, N.A.	\$266,350,000.00	13.3175%
Citicorp North America, Inc.	\$53,270,000.00	2.6635%
<u>Additional Commitment Party</u>	<u>Commitment (\$)</u>	<u>Commitment (%)</u>
MUFG Bank, Ltd.	\$160,000,000.00	8.0000%
HSBC Bank USA, N.A.	\$100,000,000.00	5.0000%
PNC Bank, National Association	\$100,000,000.00	5.0000%
National Bank of Canada	\$60,000,000.00	3.0000%
Canadian Imperial Bank of Commerce	\$58,000,000.00	2.9000%
TOTAL:	\$2,000,000,000.00	100.00%