

**BARCLAYS**  
**745 Seventh Avenue**  
**New York, New York 10019**

**CONFIDENTIAL**

August 25, 2022

Open Text Corporation  
275 Frank Tompa Drive  
Waterloo, Ontario  
N2L 0A1  
Canada

**Structuring and Agency Fee 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”, “us” or “we”), 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”) and (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”). Terms used but not defined in this letter agreement (this “Structuring and Agency Fee Letter”) shall have the meanings assigned thereto in the applicable Facilities Documentation.

1. Structuring Fee

As consideration for the assistance of Barclays in arranging the Facilities, you agree to pay (or cause to be paid) to Barclays, solely for its own account, a structuring fee equal to \$3,438,750 (such fee, the “Structuring Fee”). The Structuring Fee will be payable in full on the date of consummation of the acquisition of a target company identified to us as “Magnum”, whether or not any Facility is allocated or funded.

2. Agency Fees

You shall pay (a) an administrative fee to Barclays as the administrative agent in respect of the TLB Facility in an aggregate amount equal to \$100,000 per annum payable in equal quarterly installments, the first quarterly installment of which shall be payable on the Closing Date and each subsequent quarterly installment of which shall be payable quarterly in advance on each quarterly anniversary of the Closing Date so long as the TLB Facility Agreement is in effect, and (b) an administrative fee to Barclays as the administrative agent in respect of the Bridge Facility in an aggregate amount equal to \$100,000 per annum payable in equal quarterly installments, the first quarterly installment of which shall be payable on the Closing Date and each subsequent quarterly installment of which shall be payable quarterly in advance on each quarterly anniversary of the Closing Date so long as the Bridge Facility Agreement is in effect.

### 3. Confidentiality

You agree that you will not disclose, directly or indirectly, this Structuring and Agency Fee Letter or the contents thereof to any person without prior written approval of Barclays, except that you may disclose (a) this Structuring and Agency Fee 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 Structuring and Agency Fee Letter is redacted in a manner reasonably satisfactory to Barclays in its sole discretion, to the Target and its officers, directors, agents, employees, attorneys, accountants or advisors on a confidential and need-to-know basis and (b) the aggregate fees as part of a general disclosure of fees, costs and expenses in any funds flow, sources and uses or other similar tables.

### 4. Miscellaneous

You agree that Barclays may, in its sole discretion, share all or a portion of any of the fees payable pursuant to this Structuring and Agency Fee Letter with any of its affiliates or managed funds. You agree that, once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances except as otherwise agreed in writing by you and us. All fees payable hereunder will be paid in immediately available funds and shall be in addition to any reimbursement of our reasonable and documented or invoiced out-of-pocket expenses to the extent reimbursable pursuant to the Facilities Documentation. All fees payable hereunder will be paid in U.S. dollars and, in any case shall not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter.

The provisions of this Structuring and Agency Fee 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 Structuring and Agency Fee 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 Structuring and Agency Fee 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 Structuring and Agency Fee 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 Structuring and Agency Fee Letter may not be amended or waived except by an instrument in writing signed by us and you. This Structuring and Agency Fee 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 Structuring and Agency Fee 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 Structuring and Agency Fee 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 Structuring and Agency Fee 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 Structuring and Agency Fee Letter shall become a binding agreement between us.

Very truly yours,

**BARCLAYS BANK PLC**

By:   
Name:   
Title: 

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

**OPEN TEXT CORPORATION**

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

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

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