

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

**BMO CAPITAL MARKETS CORP.**  
151 West 42nd Street  
New York, New York 10036

**ROYAL BANK OF CANADA**  
**RBC CAPITAL MARKETS, LLC**  
200 Vesey Street  
New York, New York 10281

**CITIGROUP GLOBAL MARKETS INC.**  
388 Greenwich St.  
New York, New York 10013

**CONFIDENTIAL**

August 25, 2022

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

**Syndication Letter**

Ladies and Gentlemen:

Open Text Corporation (“you” or the “Company”) has advised 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 “Commitment Parties”, “us” or “we”) that you intend to consummate the Transactions (such term and each other capitalized term used but not defined herein having the meaning assigned to such term in the Transaction Description attached hereto as Exhibit A). For the purposes of this letter (the “Syndication 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. This Syndication Letter is hereby designated as a “Credit Document” under the definitive documentation for each Facility.

1. Appointment

Pursuant to this Syndication Letter, you hereby appoint each of the Commitment Parties (acting alone or through or with affiliates selected by it) to act as joint lead arrangers and joint bookrunners (in such capacities, the “Lead Arrangers”) for each Facility. You may appoint in respect of the Facilities, additional agents, bookrunners, managers, co-agents or arrangers (any such agent, bookrunner, manager, co-agent or arranger, an “Additional Arranger” and collectively, the “Additional Arrangers”) and/or confer other additional titles (other than administrative agent and collateral agent), in each case, in a manner and with economics determined by you; *provided* that (i) no compensation (other than that compensation expressly contemplated by this Syndication Letter and any letter agreements providing for the payment of fees entered into with you on or about the date hereof (the “Fee Letters”)) will be paid to obtain a party’s commitment to participate in either Facility unless you and we shall so agree and (ii) the Commitment Parties as of the date hereof shall have no less than 75% of the total economics with respect to each Facility; it being understood that (a) such Additional Arrangers (or their affiliates) shall assume a proportion of the commitments with respect to each Facility that is equal to the proportion of the economics allocated to such Additional Arrangers (or their affiliates), and (b) to the extent you appoint Additional Arrangers and/or

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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.

confer additional titles in respect of each Facility to the Additional Arrangers, the economics allocated to, and the commitment amount of the Commitment Parties as of the date hereof in respect of each Facility will be proportionately reduced by the amount of the economics allocated to, and the commitment amount of, such Additional Arrangers (or their affiliates), in each case, upon the execution and delivery by such Additional Arrangers and you of customary joinder documentation or an amendment and restatement of this Syndication Letter. Thereafter, each such Additional Arranger shall constitute a “Commitment Party” and/or “Lead Arranger” as applicable, under this Syndication Letter, the Fee Letters and any related letter agreements. It is further agreed that Barclays shall have “lead left” placement, followed by each of BMO, RBC and Citi (in such order) and each Additional Arranger (in alphabetical order), on any Marketing Materials (as defined below) 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. In addition, Barclays shall be entitled to act, or designate one or more affiliates to act, as Administrative Agent and/or Collateral Agent with respect to the Facilities.

The Company acknowledges that this Syndication Letter is neither an expressed nor an implied commitment or agreement by any Lead Arranger or any of its affiliates to act in any capacity in any of the transactions described in this Section 1, to provide or arrange any financing or to purchase or place any securities or loans, or to enter into any foreign exchange or commodities transaction, currency or interest rate swap or other hedging or derivative transaction, which commitment or agreement, if any, will only exist if set forth in a separate agreement appropriate for any such transaction.

## 2. Syndication and Cooperation

The Lead Arrangers intend to commence syndication of the Facilities promptly following the date hereof to prospective lenders in consultation with you and until the earlier to occur of (a) a Successful Syndication (as defined in the Flex Letter) and (b) 60 days following the funding of the Facilities (such earlier date, the “Syndication Date”), you agree to use commercially reasonable efforts to assist the Lead Arrangers in forming a syndicate for each Facility reasonably acceptable to the Lead Arrangers and you; *provided* that such syndication shall not relieve any Lead Arranger of its obligations set forth herein and in the definitive documentation for the Facilities (the “Credit Documents”) and, unless you agree in writing, each Lead Arranger shall retain exclusive control over all rights and obligations with respect to its commitments, including all rights with respect to consents, modifications, waivers and amendments, until after the initial funding of the Facilities on the Closing Date has occurred. Such syndication will be accomplished by a variety of means, including direct contact during the syndication for the Facilities between your senior management and advisors and the prospective lenders, which shall be reasonably acceptable to you. To assist the Lead Arrangers in their syndication efforts, you hereby agree to use your commercially reasonable efforts (a) to provide and cause your advisors to provide the Lead Arrangers and the syndicate members upon request with all customary information reasonably deemed necessary by the Lead Arrangers to complete syndication, including, but not limited to, information and evaluations prepared by you, your advisors or on your behalf relating to the Transactions; (b) to assist the Lead Arrangers upon request in the preparation of customary marketing materials (the “Marketing Materials”), including a customary information memorandum with respect to the Facilities in form and substance customary for transactions of this type and otherwise reasonably satisfactory to the Lead Arrangers, to be used in connection with the syndication of the Facilities (the “Confidential Information Memorandum”); (c) upon reasonable advanced notice to make available your Treasurer and Chief Financial Officer, to make telephonic presentations regarding the business and prospects of the Company and its subsidiaries and/or the Acquired Business at one or more meetings of proposed lenders at such reasonable times and in such reasonable places (as the case may be) to be mutually agreed upon; (d) to obtain, prior to the commencement of general syndication, a credit rating for the Facilities and update the corporate and corporate family ratings, as applicable, for the Company from each of Moody’s Investors Service, Inc. and Standard & Poor’s Rating Service., including any of their respective successors, (in each case, taking into account the

Transactions) and participate in a customary manner in the process of securing such ratings; (e) prior to the Syndication Date, to ensure that there shall be no competing issues, offerings, placements or arrangements of debt securities or commercial bank or other credit facilities by or on behalf of the Company or any of its subsidiaries being offered, placed or arranged without the consent of the Lead Arrangers, if such issuance, offering, placement or arrangement would reasonably be expected to materially impair the primary syndication of the Facilities (other than (i) any indebtedness incurred in the ordinary course of business, including short-term debt for working capital, capital leases, purchase money debt and equipment financings of you or your subsidiaries, and (ii) any bilateral lines of credit, including any domestic or foreign working capital facility); and (f) to ensure that the Lead Arrangers' syndication efforts benefit from the existing lending and investment banking relationships of the Company and its subsidiaries.

Notwithstanding anything to the contrary contained in this Syndication Letter (or the Fee Letters or any other letter agreement or undertaking concerning the financing of the Transactions to the contrary), (i) neither the commencement nor the completion of any syndication of the Facilities (including the Successful Syndication thereof), nor your compliance with any of the provisions of this Syndication Letter or any other Credit Document (other than the Certain Funds provisions and the Closing Date conditions) (including the obligation to use commercially reasonable efforts to obtain the ratings referenced above) shall constitute a condition to our funding of the Facilities and (ii) in relation to the period prior to the Closing Date, we acknowledge that (x) neither the Target nor any of its affiliates is obligated to assist with any syndication of the Facilities or take any action procured by you; (y) any obligation to procure that the Target takes any action (including making members of management available or to provide information or any other assistance contemplated by this Syndication Letter) shall be subject to the requirements of the City Code on Takeovers and Mergers (the "City Code") and the Panel on Takeovers and Mergers (the "Panel") and shall be limited to a commercially reasonable efforts obligation; and (z) at any time, the scope, form and content of information that can be provided pursuant to this letter will be subject to the requirements of the City Code or the Panel as well as any other applicable legal or regulatory restrictions (including any applicable laws or regulations on market abuse) and it is acknowledged that no breach of any term of this Section 2 will give rise to a Default or Event of Default (under and as defined in the Credit Documents).

Subject to the terms hereof and limitations and your consent rights set forth herein, the Lead Arrangers will lead the syndication and will manage, in consultation with you, all aspects of the syndication, including, without limitation, determination of when the Lead Arrangers will approach potential lenders and the time of acceptance of the lenders' commitments, any naming rights, the final allocations of the commitments among the lenders (subject to your consent, not to be unreasonably withheld or delayed) and the amount and distribution of fees among the lenders. To assist the Lead Arrangers in their syndication efforts, subject to the limitations in the preceding paragraph, upon the request of the Lead Arrangers, you agree to use commercially reasonable efforts to promptly prepare and provide to the Lead Arrangers the Marketing Materials with respect to you, and your subsidiaries, the Acquired Business (it being understood that prior to the Closing Date, information with respect to the Acquired Business may be limited to publicly available information and information otherwise available to you or in your possession) and the Transactions, including annual projections of the Company (giving pro forma effect to the Transactions) with respect to income statements and balance sheets (the "Projections"), that are not otherwise in any Lead Arranger's possession and that any Lead Arranger reasonably requests in connection with the structuring, arrangement and syndication of the Facilities.

At our request, you agree to assist in the preparation of a version of the Marketing Materials (a "Public Version") consisting exclusively of information with respect to you and your affiliates, the Acquired Business and the Acquisition that is either publicly available or not material with respect to you and your affiliates, the Target and its subsidiaries, any of your or their respective securities or the Acquisition for purposes of United States federal and state securities laws and Canadian securities laws

(such information, “Non-MNPI”). Such Public Versions, together with any other information prepared by you or the Target or your or its affiliates or representatives and conspicuously marked “Public” (collectively, the “Public Information”), which at a minimum means that the word “Public” will appear prominently on the first page of any such information, may be distributed by us to prospective Lenders who have advised us that they wish to receive only Non-MNPI (“Public Side Lenders”). You acknowledge and agree that, in addition to Public Information and unless you promptly notify us otherwise, (a) term sheets, drafts and final definitive documentation with respect to the Facilities, (b) administrative materials prepared by the Lead Arrangers for prospective lenders (such as a lender meeting invitation, allocations and funding and closing memoranda) and (c) notifications of changes in the terms of the Facilities may be distributed to Public Side Lenders. It is understood that in connection with your assistance described above, customary authorization letters will be included in the Marketing Materials that (i) authorize the distribution thereof to prospective lenders, (ii) represent that the Public Version of the Marketing Materials only includes non-MNPI and (iii) exculpate you, the Target and us and your, our and their respective affiliates with respect to any liability related to the misuse (or, in the case of us and our affiliates, use) of the contents of the Marketing Materials or related materials by the recipients thereof and, in the case of us, any liability with respect to the contents of such Marketing Materials or related materials.

The Company agrees that the Lead Arrangers have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company; *provided* that such statement does not contain confidential information and that the Lead Arrangers do not attribute any statement to the Company without the Company’s prior written approval of such statement. The Company further agrees that any references to any Lead Arranger or any of its affiliates made in advertisements or other marketing materials used in connection with the Transactions are subject to the prior written approval of the Lead Arrangers, which approval will not be unreasonably withheld or delayed.

### 3. Information

You hereby represent and warrant that (a) all written information (in the case of information concerning the Acquired Business, to your knowledge), other than the Projections, budgets, estimates and other forward looking statements and information of a general economic or industry nature (the “Information”) that has been or will be made available to us by or on behalf of you or any of your representatives or affiliates or the Target or any of its representatives or affiliates in connection with the Transactions, when taken as a whole, is or will be, when furnished, correct in all material respects and does not or will not, as the case may be, taken as a whole, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made after giving effect to all supplements you provide from time to time in accordance with the second to the last sentence of this Section 3, and (b) the Projections, budgets, estimates and other forward-looking statements that have been made or will be made available to us by or on behalf of you and that have been or will be made available to us or any prospective or actual lender under any Facility by you in connection with the Transactions have been or will be, as the case may be, prepared in good faith based upon assumptions believed by the preparer thereof to be reasonable at the time so made available (it being understood that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies, many of which are beyond your control, and that actual results during the period or periods covered by such Projections may differ significantly from the projected results and that no assurance can be given that the projected results will be realized). You agree to supplement the Information and the Projections from time to time until the later of the Closing Date and the Syndication Date so that the representation and covenant in the preceding sentence each remains correct, in all material respects as if the Information and Projections were being made available at such time. In arranging the Facilities, including the syndication of the Facilities, we will be entitled to use and rely primarily on the Information and the Projections without responsibility for independent verification thereof.

4. Expenses

You agree to pay or reimburse each Lead Arranger for all reasonable and documented costs and expenses incurred by such Lead Arranger or its affiliates in connection with the Facilities relating to the preparation, negotiation, execution and delivery of this Syndication Letter, the Fee Letters, the Credit Documents and any security arrangements in connection therewith; *provided* that reimbursements under this Section 4 shall not exceed US \$50,000 (the “Expense Cap”), without the prior consent of the Company (which shall not be unreasonably withheld or delayed); *provided, further*, that legal fees shall not be subject to the Expense Cap, but shall instead be subject to a separate budget agreed by the Company following receipt of a proposal from legal counsel. You further agree to pay all reasonable and documented costs and expenses of each Lead Arranger and its affiliates incurred in connection with the enforcement of any of their respective rights or remedies hereunder.

All amounts payable hereunder will be payable in U.S. dollars in immediately available funds to the applicable Lead Arranger for its own account, or as directed by it, free and clear of and without deduction for any and all present or future applicable taxes, levies, imposts, deductions, charges or withholdings and all liabilities with respect thereto (with appropriate gross-up for withholding taxes) and will not be subject to reduction by way of setoff or counterclaim. Once paid, no amount will be refundable under any circumstances, except as otherwise agreed in writing by you and the person entitled to such payment. Your obligation to pay any amount set forth herein or to cause any such amount to be paid shall be joint and several with any other party having such an obligation. Your obligations under this Section 4 are in addition to your obligations under any other agreement between you and any of us.

5. Indemnification

To induce us to enter into this Syndication Letter and to proceed with the transactions contemplated hereby, you hereby agree to indemnify upon demand and hold harmless us and our affiliates and each partner, trustee, shareholder, director, officer, employee, advisor, representative, agent, attorney and controlling person thereof (each, an “Indemnified Person”) from and against any and all actions, suits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or expenses (including legal expenses), joint or several, of any kind or nature whatsoever that may be brought or threatened by the Company or any of its affiliates or any other person or entity and which may be incurred by or asserted against or involve any Indemnified Person (whether or not any Indemnified Person is a party to such action, suit, proceeding or claim) as a result of or arising out of or in any way related to or resulting from, this Syndication Letter, the Facilities, or any transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Facilities (any of the foregoing, a “Claim”); *provided* that you will not have to indemnify an Indemnified Person against any Claim to the extent the same resulted directly and primarily from (i) the gross negligence, willful misconduct or bad faith of such Indemnified Person (to the extent determined by a court of competent jurisdiction in a final and non-appealable judgment) or (ii) a material breach of the obligations of such Indemnified Person under this Syndication Letter or any other Credit Document; *provided, further*, that subject to the immediately succeeding paragraph, you shall reimburse each applicable Indemnified Person promptly (but in any event within 45 days) upon receipt of a reasonably detailed invoice for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating or defending any Claim. If for any reason the foregoing indemnification is unavailable to any Indemnified Person or insufficient to hold such Indemnified Person harmless, then you will contribute to the amount paid or payable by such Indemnified Person as a result of such Claim in such proportion as is appropriate to reflect the relative economic interests of (i) you and your affiliates, stockholders, partners or other equity holders on the one hand and (ii) the Lead Arrangers on the other hand in the matters contemplated by this Syndication Letter as well as the relative fault of (a) you and your affiliates, stockholders, partners or other equity holders and (b) the Lead Arrangers with respect to such claim, loss, damage, liability or expense and any other relevant equitable considerations. Notwithstanding

any other provision of this Syndication Letter, no Indemnified Person will be responsible or liable to you or any other person or entity for damages arising from the use by others of any information or other materials obtained through internet, electronic, telecommunications or other information transmission systems.

If any Claim is asserted against any Indemnified Person in respect of which indemnity is sought pursuant to this Section 5, such Indemnified Person shall notify you in writing, as soon as reasonably practicable, of the nature of the Claim; *provided* that any failure to so notify in respect of any potential or actual Claim will not affect the indemnification by you hereunder unless such failure materially prejudices your ability to defend the Claim. You will be entitled to assume the defense on behalf of the Indemnified Person of any suit brought to enforce the Claim; *provided, however*, that you shall not, without the prior written consent of any Indemnified Person, effect any settlement of any Claim asserted against an Indemnified Person in respect of which indemnity could have been sought hereunder unless such settlement (i) includes an unconditional release of such Indemnified Person in form and substance reasonably satisfactory to such Indemnified Person from all liability or claims that are the subject matter of such proceedings and (ii) does not include any statement as to or any admission of fault, culpability, wrongdoing or a failure to act by or on behalf of any Indemnified Person; *provided, further*, that upon your request such Indemnified Person shall cooperate with you in all reasonable respects in the defense of such Claim and you shall reimburse such Indemnified Person promptly (but in any event within 45 days) upon receipt of a reasonably detailed invoice for any reasonable out-of-pocket expenses incurred in connection with cooperating in such defense. Notwithstanding the foregoing, you shall not be liable for any settlement of any proceeding in respect of which indemnity could have been sought hereunder by such Indemnified Person that is effected without your written consent (which consent shall not be unreasonably withheld or delayed).

Your indemnity, reimbursement and contribution obligations under this Section 5 will be in addition to any liability which you may otherwise have and will be binding upon and inure to the benefit of the successors, assigns, heirs and personal representatives of you and the Indemnified Persons.

Neither we nor any other Indemnified Person will be responsible or liable to you or any other person or entity for any indirect, special, punitive or consequential damages which may be alleged as a result of this Syndication Letter, the Facilities, or any transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Facilities.

#### 6. Termination

This Syndication Letter may be terminated by any Lead Arranger with respect to it at any time with or without cause upon receipt by you of written notice to that effect.

Each Lead Arranger's agreements to perform the services described herein will automatically terminate (without further action or notice and without further obligation to you) on the first to occur of (i) the date of termination of the agreements related to the Acquisition so long as the Closing Date shall not have occurred, (ii) the consummation of the Acquisition without the use of the TLB Facility and, unless the Senior Notes are issued, the Bridge Facility or (iii) the termination of the Credit Documents with respect to each Facility in accordance with their terms.

#### 7. Sharing Information; Affiliate Activities; Absence of Fiduciary Relationship

Please note that this Syndication Letter and any written or oral communications provided by any Lead Arranger or any of its affiliates in connection with the arrangements contemplated by this Syndication Letter are exclusively for the information of your directors and senior management and may not be disclosed

to any other person or entity or circulated or referred to publicly without our prior written consent; *provided* that, we hereby consent to your disclosure of this Syndication Letter and such communications (i) to the Company's officers, directors, agents and advisors who are directly involved in the consideration of this Syndication Letter to the extent you notify such persons of their obligations to keep this Syndication Letter and such communications confidential and such persons agree to hold the same in confidence, (ii) as required pursuant to the City Code or by the Panel; *provided, however*, that with respect to this clause (ii), you shall consult with us (to the extent permitted by the City Code or by the Panel) prior to such disclosure and (iii) as you are required to do so by applicable law or compulsory legal process (based on the advice of legal counsel) after providing written notice to us.

You acknowledge that each Lead Arranger and its affiliates are full service securities firms and as such may from time to time effect transactions, for their own account or the account of customers, and may hold positions in securities or indebtedness, or options thereon, of the Company, the Target and other companies that may be the subject of the Transactions. Each Lead Arranger and its affiliates will have economic interests that are different from or conflict with those of the Company regarding the transactions contemplated hereby, and you acknowledge and agree that such Lead Arranger has no obligation to disclose such interests to you. You further acknowledge and agree that nothing in this Syndication Letter or the nature of our services or in any prior relationship will be deemed to create an advisory, fiduciary or agency relationship between us, on the one hand, and you, your equity holders or your affiliates, on the other hand, and you waive, to the fullest extent permitted by law, any claims you may have against any Lead Arranger for breach of fiduciary duty or alleged breach of fiduciary duty and agree that no Lead Arranger will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including your equity holders, employees or creditors. You acknowledge that the Transactions (including the exercise of rights and remedies hereunder) are arms' length commercial transactions and that we are acting as principal and in our own best interests. You are relying on your own experts and advisors to determine whether the Transactions are in your best interests and are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated hereby. In addition, you acknowledge that we may employ the services of our affiliates in providing certain services hereunder and may exchange with such affiliates information concerning you, the Target and other companies that may be the subject of the Transactions and such affiliates will be entitled to the benefits afforded to us hereunder.

You further acknowledge and agree: (i) that you have been advised of the role of Barclays and/or its affiliates as financial advisors to you in connection with the Transactions and that, in such capacity, neither Barclays nor any such affiliate is advising you to enter this Syndication Letter or advising you with respect to any financing contemplated herein, (ii) that you (together with your legal and other advisors) are independently evaluating this Syndication Letter and any provision of financing contemplated herein and are fully aware of any conflicts of interest which may exist as a result of Barclays' appointment hereunder and the engagement of Barclays or any of its affiliates as financial advisor to you and (iii) to such retentions. You further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of Barclays or any of its affiliates as financial advisor to you in connection with the Transactions and, on the other hand, Barclays' appointment hereunder or any arrangement, underwriting or provision by it of any financing in connection with the Transactions.

Consistent with our policies to hold in confidence the affairs of our customers, we will not use or disclose confidential information obtained from you by virtue of the Transactions and the other transactions contemplated hereby in connection with our performance of services for any of our other customers (other than as permitted to be disclosed under this [Section 7](#)). Furthermore, you acknowledge that neither we nor any of our affiliates have an obligation to use in connection with the Transactions or the other transactions

contemplated hereby, or to furnish to you, confidential information obtained or that may be obtained by us from any other person.

Please note that the Lead Arrangers and their affiliates do not provide tax, accounting or legal advice.

8. Waiver of Jury Trial; Governing Law; Submission to Jurisdiction; Surviving Provisions

**THIS SYNDICATION LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK; AND 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 SYNDICATION LETTER, EACH ELEMENT OF THE TRANSACTIONS OR THE PERFORMANCE BY US OR ANY OF OUR AFFILIATES OF THE SERVICES CONTEMPLATED HEREBY. IN ADDITION, WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SYNDICATION 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.**

This Syndication Letter is issued for your benefit only and no other person or entity (other than the Indemnified Persons) may rely hereon.

The reimbursement, indemnification, syndication, information, jurisdiction, governing law, waiver of jury trial and confidentiality provisions contained herein (including the provisions of Sections 4, 5 and 7 hereof and this Section 8) will survive any termination or completion of the arrangements contemplated by this Syndication Letter or the Transactions; *provided* that, to the extent any definitive documentation relating to any Facility is executed by any Lead Arranger (or its affiliates) and you, then any claim by such



Lead Arranger (or its affiliates) as an Indemnified Person for indemnity or reimbursement in connection with such transaction shall be made pursuant to the indemnification or reimbursement provisions of such document.

This Syndication Letter may not be assigned by any Lead Arranger (other than to its affiliates) or you without the prior written consent of the other party (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). This Syndication Letter may not be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (as the same may be extended and in effect from time to time, the "PATRIOT Act") and such other money-laundering legislation applicable to the Company and any other obligor under the Facilities and related documentation, and the requirements of 31 C.F.R. § 1010.230 (the "Beneficial Ownership Regulation"), each Lead Arranger is required to obtain, verify and record information that identifies the Company and any other obligor, which information includes the name, address, tax identification number and other information regarding the Company and any other obligor, that will allow such Lead Arranger to identify the Company and any other obligor in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to each Lead Arranger and each Lender. You hereby acknowledge and agree that each Lead Arranger shall be permitted to share any or all such information with the lenders.

This Syndication 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 Syndication 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 Syndication 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.

This Syndication Letter is the only agreement that has been entered into among the parties hereto as to the matters set forth herein and sets forth the entire understanding of the parties with respect thereto and supersedes any prior written or oral agreements among the parties hereto with respect to the matters herein. Those matters that are not covered or made clear in this Syndication Letter are subject to mutual agreement of the parties. This Syndication Letter is in addition to the agreements of the parties set forth in the Credit Documents, including any related letter agreements between any Lead Arranger (or any of its affiliates) and you. No person has been authorized by any Lead Arranger to make any oral or written statements that are inconsistent with this Syndication Letter.

*[The remainder of this page is intentionally left blank.]*

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Commitment Parties the enclosed copy of this Syndication Letter, which will become a binding agreement upon our receipt. We look forward to working with you on this assignment.

Very truly yours,

**BARCLAYS BANK PLC**

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

**BMO CAPITAL MARKETS CORP.**

[REDACTED]

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

Name: [REDACTED]

Title: [REDACTED]

**ROYAL BANK OF CANADA**

By:

Name:

Title:

**RBC CAPITAL MARKETS, LLC**

By:

Name:

Title:

**CITIGROUP GLOBAL MARKETS INC.**

By:   
Name:   
Title: 

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

**OPEN TEXT CORPORATION**

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

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

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



## Exhibit A

### *Transaction Description*

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the Syndication Letter to which this Exhibit A is attached. In the case of any such capitalized term that is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit A shall be determined by reference to the context in which it is used.

Open Text Corporation (the “Company”) or any one or more of its affiliates (including any one or more newly-formed entities intended to act as direct or indirect holding companies for the Acquired Business) intends to (i) acquire, in a “friendly” transaction, either all, substantially all or a majority of the capital stock and/or assets of a company identified to us and code-named “Magnum” (the “Target” and, together with its subsidiaries, the “Acquired Business”) (together with any other transactions having a substantially similar effect, the “Acquisition”) and (ii) repay in full the existing senior credit facilities of the Target, together with any related premiums and accrued and unpaid interest thereon (the “Refinancing”).

The sources of funds needed to effect the Acquisition and the Refinancing and to pay all fees and expenses incurred in connection with the Transactions (the “Transaction Costs”) are expected to be provided through:

(i) available cash on hand of the Company and the Target, including as a result of an approximate \$600 million borrowing under the Company’s revolving credit facility; and

(ii) third-party debt financing, expected to consist of the following:

(A) a first lien term loan facility in an aggregate principal amount of \$2,585.0 million (the “TLB Facility”) pursuant to that certain Credit Agreement, dated as of the date hereof, among the Company, the lenders party thereto from time to time and Barclays Bank PLC, as administrative agent, and

(B) either (x) the issuance and sale by the Company or an affiliate thereof to be agreed of senior secured notes (the “Senior Notes” and, together with any other public or private debt financing to finance the Transactions or to refinance any other interim or bridge loans incurred under the Bridge Facility (as defined below), collectively, the “Debt Securities”) in a public offering or in a Rule 144A or other private placement or (y) if and to the extent that Debt Securities are not issued in an aggregate amount equal to \$2,000.0 million on or prior to the Closing Date, the incurrence of senior secured bridge loans in an aggregate principal amount equal to such shortfall (the “Senior Bridge Loans”) from the lenders under that certain Bridge Loan Agreement, dated as of the date hereof, among the Company, the lenders party thereto from time to time and Barclays Bank PLC, as administrative agent (the “Bridge Facility” and together with the TLB Facility, the “Facilities”).

The date on which the Acquisition is consummated and the initial borrowings are made under any of the Facilities is referred to herein as the “Closing Date”.

The transactions described in this Exhibit A or contemplated by the Syndication Letter, including the Acquisition, the arrangement, funding and syndication of the Facilities and the placement and issuance of any Debt Securities are collectively referred to herein as the “Transactions”.