opentext™

OpenText Cloud
General Terms and Conditions (the "GTC")

The GTC apply to Services provided by OT under the Agreement. The Agreement will be binding upon Customer and OT upon the "**Effective Date**", which shall be the earlier of: (i) the date of the last signature on the applicable Transaction Document ("**TD**"); or (ii) the date of online acceptance of the applicable TD by Customer. By using the Services, Customer agrees to the Agreement. If Customer does not agree to the Agreement, Customer should not use the Services. If an individual uses or accesses the Services on behalf of a company or other legal entity, the individual represents that they have the authority to bind that company or other legal entity to the Agreement. As used herein, "**OT**" means the OpenText entity providing the Services listed in the applicable TD.

1. Definitions.

1.1 "**Additional Services**" means services other than the Cloud Services that OT provides to Customer under the Agreement. Such Additional Services may include, but are not limited to, the following related to the Cloud Services: (i) implementation services; (ii) training services; and/or (iii) professional services related to the implementation of the Cloud Services.

1.2 "**Affiliate**" means any entity directly or indirectly controlled by, controlling, or under common control with a party to the Agreement. If an entity ceases to meet these criteria, it shall cease to be an Affiliate.

1.3 "**Agreement**" means the TD, along with the GTC, and any other documents incorporated by reference pursuant to the TD.

1.4 "**Applicable Taxes**" means any sales, use, consumption, goods and services, or value-added taxes applicable to the Services, except taxes imposed on OT's income including, but not limited to, withholding taxes.

1.5 "**AUP**" means OT's Cloud Services Acceptable Use Policy, available at https://www.opentext.com/assets/documents/en-US/pdf/opentext-acceptable-use-policy-en.pdf or upon request from OT.

1.6 "**Authorized User**" means any employee or contractor of Customer or other individual or entity who is authorized by Customer to access and use the Services. Authorized Users will be identified by Customer to OT.

1.7 "**Change Request**" or "**CR**" means a written document agreed to by OT describing a modification to the Services.

1.8 "**Client Side Software**" means a specific piece of software that, if provided as part of the Services, Customer may download for use on a nontransferable, nonexclusive, subscription basis in conjunction with and for the duration of the subscription for use of the Services.

1.9 "**Cloud Services**" means the services provided by OT under the Agreement and delivered using cloud computing technology.

1.10 "**Confidential Information**" means any information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") which: (i) is marked as proprietary and/or confidential by Disclosing Party; or (ii) Receiving Party should reasonably understand to be confidential. Confidential Information does not include information that: (i) is or becomes a part of the public domain through no act or omission of Receiving Party; (ii) was in Receiving Party's lawful possession without confidentiality obligation prior to disclosure by the Disclosing Party; (iii) is lawfully disclosed to Receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by Receiving Party or its employees or agents without use of Disclosing Party's Confidential Information.

1.11 "**Content**" means Customer's data uploaded, generated, stored, or transmitted by or on behalf of Customer, as a part of Customer's use of the Services.

1.12 "**Contract Year**" means each 12 month period during the term of the Agreement, the first commencing on the Effective Date, and each subsequent 12 month period which begins on each anniversary of the Effective Date.

1.13 "**Covered Country**" means each contracting state to The Patent Cooperation Treaty (currently published at https://www.wipo.int/pct/en/pct_contracting_states.html).

1.14 "**Customer**" means the customer entering into a TD with OT.

1.15 "**Documentation**" means the written user documentation provided or made available by OT to Customer under the TD relating to the Services.

1.16 "**Infringement Claim**" means claims, suits, actions, or proceedings brought against Customer in a court of competent jurisdiction in a Covered Country by a third-party that allege an infringement by the Services of a third-party's patent, copyright, or trade secret.

1.17 "**Person**" means, as the context requires, any natural person or legal entity, including bodies corporate, unincorporated associations and partnerships.

1.18 "**Services**" means the Cloud Services, Documentation, and Additional Services that OT provides to Customer pursuant to the Agreement.

1.19 "**Support**" means the operational and technical support services applicable to the Services, as defined in the TD.

1.20 "**TD**" or "**Transaction Document**" means a document for the provision of the Services which: (i) is agreed upon by the parties; (ii) may be titled "Agreement", "Order", "Order Form", "Services Order Form", "Statement of Work", or comparable title, whether in physical or electronic form; (iii) may include other documents which are incorporated by reference by the applicable TD; and (iv) incorporates the GTC, including incorporation by reference to a URL on the Internet.

2. Initial Term; Renewal Term; Agreement Term. The initial term ("**Initial Term**") of the Agreement will begin on the Effective Date and continue until the end of the period referenced in the TD. Unless otherwise set forth in the TD, the Agreement shall automatically renew for successive 12 month renewal terms (each a "**Renewal Term**") on expiration of the Initial Term or subsequent Renewal Term, unless the Agreement is terminated to the end of the Initial Term or a Renewal Term. Either party may terminate the Agreement, effective at the end of the Initial Term or then-current Renewal Term, by providing the other party at least 60 days' prior written notice. The Initial Term and any Renewal Term(s) may be collectively referred to as the "**Agreement Term**". Except in the event of an uncured material breach or as expressly provided in the Agreement, neither party will be permitted to terminate the Agreement prior to the end of the Initial Term or applicable Renewal Term.

3. Services.

3.1 OT will provide the Services to Customer pursuant to the Agreement.

3.2 In the event of any conflict or inconsistency among the documents that constitute the Agreement, the documents will be interpreted in the following descending order of precedence: (i) the TD; (ii) other documents incorporated by reference by the applicable TD; and (iii) the GTC.

3.3 As necessary to reflect changes in its business, technology and service offerings, OT may change its rules of operation, access procedures, software, the Services, or the Documentation. OT will provide notice of changes by posting information concerning the changes via email or by notification directly through the Services (*e.g.,* on a Services login page or customer portal). If a change has a material adverse effect on the functionality of the Services, OT will: (i) identify the reason for the change and the expected impact prior to implementing such change; and (ii) discuss with Customer ways to mitigate the impact of any such change.

3.4 OT may employ its Affiliates and third parties worldwide in the performance of the Services, and OT shall remain primarily responsible to Customer in respect thereof.

3.5 Some of the Services may be designed to upload, download, and synchronize files between Customer's computer or other devices and OT servers.

4. Customer responsibilities.

4.1 Customer is responsible for: (i) obtaining, installing, and maintaining the equipment, communication lines, and related support services necessary to access the Services; and (ii) ensuring that its Internet and telecommunications connections (if applicable), hardware, devices, and software are secure and compatible with the Services. If Customer elects to use a third-party contractor to perform work interfacing with the Services, such work shall be subject to OT's prior written consent. Customer is solely responsible for any work performed by, and any acts or omissions of, such third-party contractor, as well as any defect or issue with the Services to the extent resulting from third-party contractor's work.

4.2 Customer shall be responsible for: (i) acts or omissions by its Authorized Users; (ii) maintaining the confidentiality of access credentials (including usernames, passwords, and keys) used by Customer or its Authorized Users; (iii) ensuring compliance with the Agreement by each Authorized User, including compliance with OT's AUP; and (iv) ensuring compliance with applicable laws and regulations in connection with the use of the Services, including, but not limited to, those related to: (a) laws and regulations pertaining to telemarketing, facsimile advertising, commercial e-mail, spam, use of artificial intelligence systems; (b) export compliance; (c) data privacy; and (d) international communications and the transmission of data. OT may suspend the Services without OT incurring liability for such suspension in order to support compliance with applicable law or to prevent damage to OT or to OT's other customers. Upon written notice to Customer, OT may require Customer's assistance in verifying usage of the Services in compliance with the terms of the Agreement.

5. Restrictions on use.

5.1 Customer and its Authorized Users shall only use the Services for Customer's internal business operations. Only Customer's Authorized Users may access and use the Services.

5.2 Customer shall not: (i) resell the Services to third parties without OT's prior express written agreement; (ii) create multiple free accounts under different or fake identities or otherwise that enables Customer to exceed the usage limits associated with the Service; (iii) disclose to any third-party the results of any benchmarking testing or comparative or competitive analyses of the Services done by or on behalf of Customer; or (iv) modify, reverse engineer, decompile, or otherwise attempt to discover the source code of Client Side Software or any of OT's or its third-party vendors' software that may be included in the Services.

5.3 Customer does not have any rights to Client Side Software or to any of OT's or its third-party vendors' software that are included in the Services, other than the use and access thereof on a subscription basis as part of and for the duration of receiving the Services.

5.4 If Client Side Software is provided as part of the Services, Customer may use the Client Side Software, and make copies thereof, for the sole purpose of facilitating Customer's use of the Services in accordance with the Agreement. Each copy of the Client Side Software made by Customer must contain the same copyright and other notices specified by OT.

6. Intellectual property.

6.1 As between OT and Customer, OT owns all right, title, and interest, including all related intellectual property rights in and to (i) the Services, (ii) the Documentation, (iii) Client Side Software, and (iv) any suggestions, ideas, requests, feedback, recommendations or other information provided by Customer or any other party relating to the foregoing, and OT reserves all rights to use, modify, and allow others to use such materials. OT grants Customer a nonexclusive and non-transferable subscription to use the foregoing materials in connection with the Services. Customer may not remove OT's copyright or other proprietary notices from the Documentation or any part of the Services.

6.2 As between Customer and OT, the Content belong to Customer, and OT makes no claim to any right of ownership in the Content. Customer represents and warrants to OT that Customer is the owner of all rights to the Content, or that Customer has the right to reproduce, distribute, and transfer the Content for the purposes of the Agreement.

7. Content.

7.1 OT will safeguard the Content in accordance with the administrative, technical, and physical security controls and procedures defined in the Agreement.

7.2 Customer acknowledges that the performance of the Services may include transmission of Content to third parties in the course of the performance of the Services (*e.g.,* transmission of Content to third party trading partners as part of Cloud Services consisting of electronic data interchange services), and that OT is not responsible for any disclosure of Content by any such third parties.

7.3 Customer remains solely responsible for the Content and use of the Services in compliance with the Agreement and with all legal and regulatory obligations applicable to the Customer. Customer shall be responsible: (i) for the correctness and completeness of the Content; (ii) for the Content being free from viruses, worms, trojan horses, and any other malicious code; (iii) for storing and maintaining back-up copies of the Content, unless such is included in the Services; and (iv) ensuring that OT has the right to use the Content for the purpose of performing the Services. Notwithstanding the foregoing, if any portion of the Content contains material that is harmful to OT's systems (*e.g.,* a virus), OT reserves the right to protect OT's systems by suspending or limiting Customer's access and/or use of the Services until the matter is rectified.

7.4 If any Content may be subject to governmental regulation or may require security measures beyond those specified by OT for the Services, Customer will not provide, allow access to, or input such Content into the Services for processing or allow OT access to such Content to provide the Services, unless (i) expressly permitted in the applicable TD, or (ii) OT has expressly agreed in writing to implement additional security measures with respect to such Content.

7.5 With respect to the Content, any applicable retention period and/or any return service provided with the Services, as well as any fees payable by Customer therefor, will be specified in the applicable TD. OT shall have no obligation to retain or delete Content nor to return Content to Customer except as provided in the Agreement. Any Content not deleted or returned by OT shall remain subject to the terms of the Agreement until such are deleted or returned pursuant to the terms of the Agreement.

8. Additional Services.

8.1 Additional Services may be requested by Customer in the TD, or via an amendment or Change Request to the TD.

8.2 Customer's failure to adhere to schedules or complete tasks within Customer's control, or failure to provide timely access to programs, files, data, or other materials, or failure to provide complete and accurate information in a timely manner, may impact OT's performance of the Services. OT shall not be liable for any delays or defects in performing the Services to the extent caused by such Customer failure.

8.3 With respect to the materials produced for Customer as a result of Additional Services, OT provides to Customer a non-exclusive, non-transferable subscription to access and use such materials solely in connection with Customer's use of the Services. All rights, title, and interest in such materials remains with OT.

8.4 If a TD specifies an acceptance test, OT will notify Customer when a deliverable is ready for acceptance. Customer and OT will then perform an agreed acceptance test ("**Acceptance Test**") within an agreed time period with respect to each deliverable ("**Acceptance Period**") to verify that the deliverable functions materially in accordance with the written specifications as stated in the TD. Acceptance occurs when the deliverable meets all material requirements of the Acceptance Test. Customer will notify OT promptly in writing of Customer's acceptance. If Customer does not conduct the Acceptance Test and notify OT within the Acceptance Period or, if no Acceptance Period is specified, then within five (5) business days after delivery of the deliverable, the deliverable will be deemed accepted.

8.5 If Customer notifies OT in writing within the Acceptance Period that the deliverable does not function in all material respects with the written specifications stated in the TD, and further describes the deficiencies in sufficient detail for OT to identify or reproduce them, OT will work diligently to correct and redeliver the affected deliverable.

9. Data protection.

9.1 Privacy Policy. OT will provide the Services in accordance with privacy and data protection laws, to the extent applicable to OT. OT's Privacy Policy is located at https://www.opentext.com/who-we-are/copyright-information/site-privacy.

9.2 Technical and organization measures. If and to the extent that OT processes personal data on behalf of Customer in performing the Services: (i) OT shall implement reasonable and appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing; (ii) OT shall not collect, sell, or use such personal data except as necessary to perform the Services, or as otherwise permitted by applicable laws; and (iii) where an individual submits a verifiable request to OT to exercise their privacy rights relating to their personal data in respect of a named Customer, OT shall forward these requests to the named Customer's email address on file with OT as soon as reasonably practicable.

9.3 Personal data. If and to the extent that OT requires personal data to provide the Services, Customer will provide personal data only to the extent reasonably required. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls, as well as complying with its obligations under the Agreement or as otherwise required by law. Customer is responsible for providing notice to and obtaining all required consents from individuals including, without limitation, regarding the collection, processing, transfer and storage of their personal data through the Services as required by law.

9.4 Security Reports. On Customer written request and where available, OT shall provide Customer with summaries of third-party audit reports and/or certifications applicable to the Services (e.g., SOC1, Type II; SOC2, Type II audit reports and/or ISO 27001 certificate, each a "**Security Report**"). Customer may verify scope or controls not covered by a Security Report (if any), by requesting to review OT's standard security controls as documented in a Shared Assessments Security Information Gathering form or similar summary document.

10. Termination of the Agreement.

10.1 For cause. A party may terminate the Agreement for material breach by the other party if the other party fails to cure such breach within 30 days after written notice. For material breaches relating to the rights granted or restrictions in Sections 4 (Customer responsibilities), 5 (Restrictions on use), 6 (Intellectual property), 7 (Content); 9 (Data protection), 11 (Fees, payment and taxes), or 15 (Confidentiality), no such cure period will be granted and such termination may be immediate. Except in the event of a material breach or as specifically provided in the Agreement, neither party will be permitted to terminate the Agreement prior to the end of the Agreement Term.

10.2 Actions upon termination. Upon any termination of the Agreement: (i) OT shall cease to perform the Services; (ii) Customer shall immediately pay all accrued fees and charges; (iii) Customer will immediately either return to OT or destroy all copies of (a) Documentation, and (b) Client Side Software; (iv) each party shall destroy or promptly return all copies, partial copies, and any documentation or materials evidencing the other party's Confidential Information; and (v) return of Content shall be governed by Section 7 (Content) above.

10.3 Survival. The following provisions shall survive termination or expiration of the Agreement: Sections 4 (Customer responsibilities), 5 (Restrictions on use), 6 (Intellectual property), 7 (Content), 9 (Data protection), 11 (Fees, payment and taxes), 12 (Warranties), 13 (Infringement indemnity), 14 (Limitation of liability), 15 (Confidentiality), and any provisions that by their nature should survive termination.

11. Fees, payment and taxes.

11.1 Customer shall pay OT the fees and charges specified in the TD including any applicable overage charges. Customer will pay charges for its use of the Services as recorded by OT's systems and fees for any Additional Services and other charges described in any TD, plus any Applicable Taxes. OT will submit invoices against the TD for ongoing provision of the Services. Unless otherwise specified in the applicable TD, the fees and charges are subject to an increase of up to ten percent (10%) (the "**Annual Price Adjustment**" or "**APA**") which will be applied annually during the Initial Term, and during each subsequent Renewal Term at the beginning of each Contract Year.

11.2 Payments are due 30 days from the date of invoice. Invoices shall be issued as set forth in the TD. Fees and other charges owed by Customer not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by the governing law defined in Exhibit A. If Customer has a bona fide dispute with any charge, it will make timely payment of all other charges not in dispute pending resolution of the disputed charge, which the parties agree to undertake promptly. If invoiced amounts not subject to a bona fide dispute remain unpaid following at least 10 days written notice by OT, OT may (reserving all other legal remedies and rights) (i) suspend the Services until the invoiced amounts are paid, and (ii) if the invoiced amounts remain unpaid for 30 days after such notice, terminate the Agreement without further prior notice. Customer shall bear all of OT's costs of collection of overdue fees, including reasonable attorneys' fees.

11.3 If OT is unable to collect via Customer's payment method (*e.g.,* due to the expiration of a credit card), Customer remains obliged to pay OT the amounts to which Customer has committed under the Agreement. All fees are non-refundable. In the event the TD provides for Customer

payment by a credit card, Customer is solely responsible for any fees imposed by its credit card company, including exchange rate or foreign transaction fees.

11.4 All prices, fees and charges are exclusive of Applicable Taxes which shall be assumed and paid by Customer on provision of a tax invoice. Customer is responsible for providing OT with all Tax Registration Numbers, including copies of applicable Registration Certificates. Customer is responsible for self-assessing any Applicable Taxes in accordance with applicable laws. Customer is responsible for applying withholding tax, withholding VAT, VAT withholding and/or similar taxes on payment to OT. Customer must apply the lowest possible withholding rate, *i.e.,* taking into account available tax treaties, on receipt of a valid residency certificate from OT, as may be required to support a lower tax rate. Customer shall provide OT with copies of certificates proving that tax amounts withheld were paid to the applicable tax authorities in accordance with the applicable laws, in a timely manner. OT reserves the right to increase agreed prices to compensate for amounts that Customer will withhold for such reasons.

12. Warranties.

12.1 OT warrants that the Services will be rendered in a professional and workmanlike manner and will function in all material respects in conformance with the Agreement. With respect to Additional Services, if Customer notifies OT in writing of a breach of this warranty within 30 days of performance, OT will reperform the affected portion of the Additional Services at no additional charge to Customer.

12.2 THE FOREGOING IS A LIMITED WARRANTY, AND EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES ARE PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OR OF FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. OT DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. CUSTOMER ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGE TO ITS CONTENT OR OPERATIONS THAT COULD BE CAUSED BY SERVICES DEFECTS, INTERRUPTIONS, OR MALFUNCTIONS.

12.3 OT's sole obligation and Customer's sole remedy under the foregoing limited warranty are strictly and exclusively limited to either the correction of any errors in the affected Services which are made known to OT by written notice from Customer describing such errors in detail or, at the election of OT, a pro rata refund of the fees paid by Customer for the particular portion of the Services which is in error.

13. Infringement indemnity.

13.1 Provided Customer is not in material breach of the Agreement and is current with payment obligations, OT will defend Customer from any Infringement Claim, to the extent it arises solely from Customer's use of the Services in accordance with the provisions of the Agreement. This defense will not apply to an Infringement Claim to the extent caused by: (i) modification of the Services by any party other than OT; or (ii) the combination or use of the Services with software, hardware, firmware, data, or technology not provided by OT to Customer. As to any such Infringement Claim referenced under the preceding items (i) or (ii), OT assumes no liability for infringement and Customer will hold OT harmless against any infringement claims arising therefrom.

13.2 OT's obligations in this Section are conditioned upon: (i) Customer notifying OT in writing within 10 days of Customer becoming aware of an Infringement Claim; (ii) Customer's not making an admission against OT's interests; (iii) Customer's not agreeing to any settlement of the Infringement Claim without the prior written consent of OT; (iv) Customer providing reasonable assistance to OT in connection with the defense, litigation, and settlement by OT of the Infringement Claim; and (v) OT's maintaining sole control over legal counsel, litigation, and settlement of the Infringement Claim. OT will indemnify Customer from any judgment finally awarded, or payments made in settlement of, the Infringement Claim where all the conditions of this Section are satisfied.

13.3 If the Services become, or in OT's opinion may become, the subject of an Infringement Claim, OT will, at no expense to Customer: (i) obtain an authorization for Customer to continue using the Services; (ii) modify the Services so they become non-infringing but still provide substantially the same functionality as the infringing Services; or (iii) terminate the Services and refund the unused portion of any prepaid fees received by OT from Customer. OT's entire liability and Customer's sole and exclusive remedy with respect to any Infringement Claim shall be limited to the remedies set forth in this Section 13.

13.4 Customer shall defend, indemnify, and hold harmless OT, its Affiliates, directors, employees and subcontractors from any damages, losses, claims, and expenses arising from any claim or other legal action related to: (i) Content that OT uses, processes and/or manages in connection with the Services; (ii) Customer's or any Authorized User's use of the Services; and/or (iii) Customer's or any Authorized User's breach of the Agreement or the AUP.

14. Limitation of liability.

14.1 Exclusion. Subject to Sections 14.3 and 14.4, neither party nor its Affiliates will be liable for: (i) indirect, incidental, special, consequential, aggravated, exemplary, or punitive damages; or (ii) damages, compensation or reimbursement for lost sales, lost revenue, lost profits, loss of anticipated savings, downtime costs, lost or corrupted data, cost of substitute services or products or facilities, re-procurement amounts, or due to Force Majeure under Section 19.13 below.

14.2 Limitation. Subject to Sections 14.1, 14.3 and 14.4, the maximum collective liability of OT and its Affiliates:

14.2.1 for all claims in the aggregate arising from or relating to the Agreement or the Services during or in relation to an individual Contract Year, is limited to the total fees and charges paid by Customer for the Services for the applicable Contract Year; and

14.2.2 for all claims in the aggregate arising from or relating to the Agreement or the Services during or in relation to an Agreement Term that is longer than two (2) Contract Years, is limited to an amount equal to the sum of the total fees and charges paid by Customer for the Services in the first two (2) Contract Years, with such amount being inclusive of and not in addition to the total liability determined under Section 14.2.1.

14.3 Exceptions. Nothing in the Agreement shall exclude or limit liability for: (i) death or personal injury caused by negligence; (ii) fraud; or (iii) any other liability that cannot be excluded by applicable law.

14.4 Disclaimer. The limitations and exclusions in the Agreement apply in regard to any and all claims arising out of or relating to the Agreement or the Services, in tort, equity, at law, strict product liability, or otherwise, including claims of negligence, breach of contract or warranty, regardless of the form of action, or whether any such claim relates to acts or omissions of the party claimed against or any other Person or entity (including, without limitation, such party's subcontractors), and even if: (i) a party is advised of the possibility of such damages or claims; (ii) such damages or claims were foreseeable; or (iii) a party's remedies fail in their essential purpose. The remedies specified in the Agreement are exclusive.

15. Confidentiality. Each Disclosing Party may disclose to the Receiving Party Confidential Information pursuant to the Agreement. Each Receiving Party agrees, for the Agreement Term and for three (3) years thereafter, to hold Disclosing Party's Confidential Information in strict confidence, not to

disclose such Confidential Information to third parties (other than to Affiliates and to professional advisers who are bound by appropriate written obligations of confidentiality) unless authorized to do so by Disclosing Party, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each Receiving Party agrees to take reasonable steps to protect Disclosing Party's Confidential Information from being disclosed, distributed or used in violation of the provisions of this Section. The foregoing prohibition on disclosure of Confidential Information shall not apply to any information that: (i) is or becomes a part of the public domain through no act or omission of Receiving Party; (ii) was in Receiving Party's lawful possession without confidentiality obligation prior to disclosure by the Disclosing Party; (iii) is lawfully disclosed to Receiving Party by a third party without restriction on disclosure; (iv) is Content, which is governed by Section 7 (Content) above; (v) is independently developed by Receiving Party or its employees or agents without use of Disclosing Party's Confidential Information; or (vi) is required to be disclosed by Receiving Party as a matter of law or by order of a court or by a regulatory body, provided that Receiving Party promptly notifies Disclosing Party (where lawfully permitted to do so) so that Disclosing Party may intervene to contest such disclosure requirement and/or seek a protective order or waive compliance with this Section. Each Receiving Party is responsible for any actions of its Affiliates, employees and agents in breach of this Section.

16. Use of third-party cloud infrastructure. OT may use third-party cloud infrastructure providers (each a "3rd-Party-CIP") to provide portions of the Services. Certain obligations related to security will be fulfilled by the 3rd-Party-CIP, as applicable (for example, as permitted by the 3rd-Party-CIP, OT may provide copies of the 3rd-Party-CIP's summary security reports or certifications to Customer regarding the portions of the Service they provide). Access to such reports or other audit activities requested by Customer, or any data protection authorities having jurisdiction over Customer will, to the extent such report access and/or audit activities are permitted by the 3rd-Party-CIP, be limited in scope to that allowed by the 3rd-Party-CIP and may be subject to additional charges which will be the responsibility of Customer. If Customer intends to utilize a third-party auditor where such audit activities are permitted by the 3rd-Party-CIP, OT or the 3rd-Party-CIP may object in writing to such auditor where such auditor is: (i) not reasonably qualified; or (ii) not independent; or (iii) a competitor of OT or the 3rd-Party-CIP. Where Customer requires functionality which requires any additional processing service offered by a 3rd-Party-CIP (*e.g.,* online language translation services), such additional processing services may be subject to the additional terms and restrictions of the 3rd-Party-CIP which shall be deemed to be incorporated herein. A 3rd-Party-CIP shall be considered a sub-processor, where applicable. The 3rd-Party-CIP may utilize subcontractors provided that such 3rd-Party-CIP remains liable for any subcontracted obligations to the same extent it has committed to OT. If OT utilizes a 3rd-Party-CIP, access to stored Content may be limited to the time period made available by such 3rd-Party-CIP. Requests for deletion of Content following termination may be subject to delay of up to 180 days by the 3rd-Party-CIP, during which time period, all restrictions on use and confidentiality shall continue to apply.

17. Artificial Intelligence Technologies. The services and/or products provided by OT may include and/or enable the use of predictive algorithms, generative artificial intelligence, and/or other components commonly referred to as artificial intelligence technologies ("**AI Components**"), all of which may be provided by third parties (see Section 17.5 below). Customer agrees to the following:

17.1 The AI Components may use or analyze Customer data based on parameters that have been determined, identified, and/or defined by Customer. Customer's choice of parameters and the types of Customer data which are input ("**Inputs**") into the relevant services and/or products may include assumptions, biases and limitations which will affect the effectiveness, quality, relevance and accuracy of the Outputs.

17.2 The quality of the outputs resulting from AI Components ("**Outputs**") depends on the quality of the Inputs. The quality of the Inputs is the sole responsibility of Customer.

17.3 Use of AI Components does not replace decision-making and judgement by natural individuals. The AI Components are intended to provide additional knowledge to support such decision making and judgement. Customer remains solely responsible for any decisions taken and judgements as a result of the Outputs. Customer agrees that OT shall have no liability resulting from (i) the creation and/or use of the Outputs, and/or (ii) any decisions resulting from the use of the Outputs. Unacceptable risk use (as defined in EU AI Act or per industry standards) is prohibited.

17.4 For all AI Components that use large language models (including other technology affiliated with generative artificial intelligence), the nature of the technology may limit (i) the protection of privacy, (ii) rights to use, and/or (iii) the accuracy of the Outputs. Therefore, OT does not guarantee (a) the protection of privacy, (b) rights to use, and/or (c) the accuracy of the Outputs, with regard to such AI Components and/ or use of such models and related technologies.

17.5 Access to and use of any third-party services and/or products including and/or enabling AI Components may be subject to Customer agreeing to additional terms as notified to Customer or its Authorized User(s) at the time of order, installation, enablement, access or use of the relevant third-party service/product.

17.6 Applicable laws may provide for additional requirements concerning the use of AI Components in certain contexts, services or projects. Customer is solely responsible for identifying and complying with the requirements applicable to the implementation and use of the relevant services and products (including AI Components) in Customer's processes.

18. Default.

18.1 Default by Customer. Customer shall be in default upon the occurrence of any one of the following: (i) failure to pay fees or other charges when due; (ii) failure to perform any material term or condition of the Agreement and such failure is not cured within 30 days of written notice from OT; (iii) if Customer ceases the conduct of active business; (iv) if any proceedings under the applicable law bankruptcy code or other insolvency laws shall be instituted by or against Customer, or if a receiver shall be appointed for Customer or any of its assets; or (v) if Customer shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they come due. Upon any default by Customer, OT may: (a) terminate the Agreement and/or cease or suspend the performance of Services; and (b) declare all accrued fees and other charges immediately due and payable. Any such termination shall be without prejudice to any other rights or remedies which OT may have against Customer with respect to such default, and shall not entitle Customer to a refund, in whole or in part, any fees or charges. No remedy referred to in this Section is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to herein or available to OT at law or in equity.

18.2 Default by OT. OT shall be in default upon the occurrence of any one of the following: (i) failure to perform any material term or condition of the Agreement and such failure is not cured within 30 days of written notice from Customer; (ii) if OT ceases the conduct of active business; (iii) if any proceedings under the applicable law bankruptcy code or other insolvency laws shall be instituted by or against OT, or if a receiver shall be appointed for OT or any of its assets; or (iv) if OT shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they come due. Upon any default by OT, Customer may terminate the Agreement. Any such termination shall be without prejudice to any other rights or remedies which Customer may have against OT with respect to such default. Upon such termination, OT shall refund to Customer a prorated amount of any fees prepaid by Customer for a period following the effective date of such termination. No remedy referred to in this Section is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to herein or available to Customer at law or in equity.

19. Miscellaneous.

19.1 Entire agreement; amendment; waiver. The Agreement represents the entire agreement of the parties, and supersedes any prior or current understandings, whether written or oral with respect to the subject matter of the Agreement. It is expressly agreed that if Customer issues a purchase order or other document in connection with the Agreement, such document will be deemed to be for Customer's internal administrative

convenience only, any provisions contained therein shall not amend or be used in interpreting the Agreement, and not providing a purchase order does not relieve Customer from the responsibility to make timely payments as set forth in the Agreement. Any amendment of the Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement other than by a written waiver signed by a duly authorized representative. No waiver constitutes a waiver of any prior or subsequent breach. Section headings are for convenience only and will not be construed as a part of this Agreement.

19.2 OT Contracting Entity; governing law; venue; time limit.

19.2.1 OT Contracting Entity. The OT entity designated in the applicable TD as the OT entity providing the Services shall be the "**OT Contracting Entity**" under the Agreement.

19.2.2 Governing law; venue. The Agreement is governed by the laws of the applicable jurisdiction of the OT Contracting Entity as specified in Exhibit A excluding: (a) such jurisdiction's conflicts or choice of law rules; and (b) the United Nations Convention on Contracts for the International Sale of Goods. In addition, the parties agree that the Uniform Computer Information Transaction Act or any version thereof, adopted by any jurisdiction, in any form ("**UCITA**"), shall not apply to the Agreement. To the extent that UCITA is applicable, the parties hereby opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

19.2.3 Each party waives any right it may have to object to such venue, including objections based on personal jurisdiction or forum non conveniens (inconvenient forum).

19.2.4 In the event of a dispute, the prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing the Agreement.

19.2.5 No claim or action, regardless of form, arising from or relating to the Agreement or any Services provided or to be provided thereunder, may be brought by either party more than two (2) years after the cause of action has accrued, except that an action for non-payment may be brought at any time.

19.3 Governing Law specific terms. Exhibit B specifies terms that modify and/or add to the GTC with respect to certain of the Governing Law and Exclusive Jurisdiction listed in Exhibit A.

19.4 High risk activities. The Services are not intended to be used for: (i) activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage; or (ii) materials or activities that are subject to the International Traffic in Arms Regulations ("**ITAR**") maintained by the United States Department of State. Any use of the Services for such activities by Customer will be at Customer's own risk, and Customer will be solely liable for the results of any failure of the Services when used for such activities.

19.5 Notice to law enforcement. Notwithstanding any other term of this Agreement, Customer agrees that OT shall have a right to notify law enforcement if, during the performance of the Services, OT: (a) observes information that, in the opinion of OT, may constitute child pornography; (b) believes in its reasonable opinion that continued performance of the Services will commit or aid and abet any crime; or (c) discovers evidence of the planning of a future crime. In such an event, OT may notify Customer of such evidence, and Customer agrees that OT has a right to discontinue performance of the Services and/or terminate this Order, without liability or penalty.

19.6 No solicit, no hire. During the Agreement Term and for a period of one (1) year after its termination, Customer agrees not to solicit the employment of, nor hire or retain as a contractor or consultant, any individuals who are or were OT employees performing the Additional Services under this Agreement. The foregoing restriction shall not apply in the event Customer employs a current or former OT employee who responds to an employment position opening made public by Customer via publishing such opening in a major newspaper, industry publication, or nationally recognized Internet job posting site.

19.7 Relationship of the parties. The relationship of the parties created by the Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither party is authorized to make any representation, contract or commitment on behalf of the other party. The establishment of the terms of any commercial or legal relationship between Customer and any third-party by means of the use of the Services provided hereunder is the sole responsibility of Customer. The provision of such Services by OT will not be interpreted as conferring any authority or responsibility on OT with respect to such relationships or the establishment, continuation or binding effect of such terms.

19.8 Services Statistics. OT shall be entitled to use, develop or share its experience and knowledge (including processes, ideas, statistical and other information) acquired by it in connection with the services and/or products ("**Services Statistics**"), provided that any such use of the Services Statistics by OT is in a manner or form whereby: (i) the Customer is not identified as a source of any such Services Statistics; and (ii) any data arising from the Services Statistics is anonymized.

19.9 Third party rights. No term of the Agreement is intended to confer a benefit on, or to be enforceable by, any person or entity which is not a party to the Agreement; provided that either party's Affiliate which is defined as an Authorized User under a TD shall be deemed a party to the Agreement for the purposes of that TD.

19.10 Assignment. Customer may not assign or otherwise transfer any of its rights or obligations under the Agreement, in whole or in part, without the prior written consent of OT. Any assignment in breach of this Section is null and void. Except to the extent identified in this Section, the Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

19.11 Publicity. Customer shall not use in any advertising, publicity, promotion, marketing, or other similar activity, any name, trade name, trademark, or other designation including any abbreviation, contraction, or simulation of OT, without OT's prior written consent.

19.12 Export laws. The Services (which for purposes of this Section include any Client Side Software, Documentation and technical data stored or transmitted via the Services) may be subject to export and import control laws of Canada, the United States, the European Union, or other countries. Customer agrees to comply strictly with all applicable export and import regulations, including, but not limited to (i) the Export Administration Regulations maintained by the U.S. Department of Commerce, and (ii) the trade and economic sanctions maintained by the U.S. Department of Treasury Office of Foreign Assets Control, and will not allow use of the Services in a manner that breaches or facilitates the breach of such regulations. Customer has the responsibility to obtain any licenses required to export, re-export, or import the Services, including deemed exports. The Services shall not be provided to nor used by anyone: (a) located in any applicable embargoed or sanctioned countries or by any Foreign National of a U.S. embargoed country; or (b) included on the U.S. Treasury Department's list of Specially Designated Nationals; (c) the U.S. Department of Commerce's Denied Persons or Entity List; or (d) subject to trade control sanctions or blocking measures. By using the Services, Customer represents and warrants that neither Customer nor any Person provided access to the Service by Customer is located in any such country or on any such list.

19.13 Force Majeure. OT does not control the flow of data to or from the Services. Rather, such flow depends in large part on the performance of Internet services and technology provided or controlled by third parties and the public Internet infrastructure, as well as on other events beyond OT's control. At times, the action or inaction of parties or systems not controlled by OT or other events beyond OT's control can impair, disrupt or

delay OT's ability to provide the Services or Customer's ability to access the Services. OT disclaims, and Customer shall not hold OT responsible for, any and all liability resulting from or related to such actions or events, including acts of God, acts of governmental authority, unavailability of third-party communication facilities or energy sources, fires, transportation delays, epidemics or other public health emergencies, or any cause beyond the reasonable control of OT (collectively "**Force Majeure**").

19.14 U.S. Government End Users – Restricted Rights Legend. The Services and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R.227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

19.15 Notices. Any notice under the Agreement that must be given by a party in writing is to be sent either (i) via certified or registered mail, postage prepaid, or (ii) via express mail or nationally recognized courier service to the other party's address specified in the Agreement or on the most recent TD, and shall be effective when received.

19.16 Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in effect.

19.17 Governing language. The Agreement shall be prepared and interpreted in the English language. Any translation of the Agreement into another language is for the purpose of convenience only. Any inconsistency arising due to translation into another language or a difference of interpretation between two or more languages, will be resolved in favor of the English language version.

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Exhibit A
to the OpenText Cloud GTC

Governing Law; Exclusive Jurisdiction

As determined by the OT Contracting Entities listed below, the Governing Law and Exclusive Jurisdiction governing the applicable Agreement is set forth below.

1. All OT Contracting Entities incorporated in the United States of America.

- Governing law: Laws of the U.S. and the State of Delaware
- Exclusive jurisdiction: Courts in the U.S. and the State of Delaware concerning any action arising from or relating to the Agreement or the Services.

2. All OT Contracting Entities incorporated in Canada.

- Governing law: Laws of Canada and the Province of Ontario
- Exclusive jurisdiction: Courts in the Province of Canada concerning any action arising from or relating to the Agreement or the Services.

3. All OT Contracting Entities incorporated in Mexico.

- Governing law: Laws of Mexico
- Exclusive jurisdiction: Courts in the City of Mexico, Mexico concerning any action arising from or relating to the Agreement or the Services.

4. All OT Contracting Entities incorporated in Brazil.

- Governing law: Laws of Brazil
- Exclusive jurisdiction: Courts in the central forum of the City of São Paulo, São Paulo, Brazil concerning any action arising from or relating to the Agreement or the Services.

5. All OT Contracting Entities incorporated in Europe, the Middle East, and Africa (except where otherwise listed in this Exhibit A).

- Governing law: Laws of England and Wales
- Exclusive jurisdiction: Courts in England concerning any action arising from or relating to the Agreement or the Services.

6. All OT Contracting Entities incorporated in France.

- Governing law: Laws of France
- EXCLUSIVE JURISDICTION: TRIBUNAL DE COMMERCE DE NANTERRE, FRANCE CONCERNING ANY ACTION BASED ON THE AGREEMENT OR THE SERVICES.

7. All OT Contracting Entities incorporated in Germany.

- Governing law: Laws of Germany
- Exclusive jurisdiction: Courts in Munich, Germany concerning any action arising from or relating to the Agreement or the Services.

8. All OT Contracting Entities incorporated in Australia and New Zealand

- Governing law: Laws of New South Wales
- Exclusive jurisdiction: Courts in New South Wales concerning any action arising from or relating to the Agreement or the Services.

9. All OT Contracting Entities located in South-East Asia, East Asia and South Asia (except where otherwise listed in this Exhibit A.)

- Governing law: Singapore law
- Exclusive jurisdiction: Courts in Singapore concerning any action arising from or relating to the Agreement or the Services.

10. All OT Contracting Entities incorporated in Japan

- Governing law: Japanese law
- Exclusive jurisdiction: Tokyo District Court concerning any action arising from or relating to the Agreement or the Services.

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Exhibit B
to the OpenText Cloud GTC

Governing Law Specific Terms

This Exhibit B specifies terms that modify and/or add to the GTC for certain of the Governing Law and Exclusive Jurisdiction listed in Exhibit A.

Country: **France**

For Agreements that are governed by the Laws of France, the OT's Cloud Services Acceptable Use Policy ("AUP") which is defined in Section 1. (Definitions), shall be the French language version of the AUP, which is available at the following link, https://mimage.opentext.com/alt_content/binary/agreements/opentext-acceptable-use-policy-cloud-services-fr.pdf, or upon request from OT.

Country: **Germany**

1. Modification of Section 8 (Additional Services), Subsection 8.4

The following clauses are added at the end of Subsection 8.4:

"Acceptance shall only be applicable for Additional Services and deliverables which qualify as "work results" in the sense of Section 631 of the German Civil Code that are to be provided under a TD for Professional Services.

The warranty provisions of the Agreement apply accordingly in case of Additional Services and deliverables which qualify as "work results" in the sense of Section 631 of the German Civil Code that are to be provided under a TD for Professional Services."

2. Modification of Section 12 (Warranties)

Section 12 (Warranties) shall be entirely replaced by the following provisions:

"12. Warranties.

12.1 The parties agree that the Services owed under the Agreement are a new and varied type of service and that in the event of any defaults to the Services, the application of the special warranty provisions of the German Civil Code (BGB) to the interests of the parties would not be fair. It is therefore agreed that in connection with any default of the Services the following provisions shall apply exclusively.

12.2 OT warrants that the Services will be rendered in a professional and workmanlike manner and will function, in all material respects, in conformance with the Agreement. With respect to Additional Services, if Customer notifies OT in writing of a breach of this warranty within 30 days of performance, OT will reperform the affected portion of the Additional Services at no additional charge to Customer.

12.3 OT does not warrant that the Services will be error-free or uninterrupted or that all failures of the Services will be remedied or that the Services meet Customer's requirements or expectations, or particular purpose. OT is not responsible for any issues related to the performance, operation or security of the Services arising from: (a) Content or the content of third parties or from services provided by third parties on behalf of Customer; or (b) Customer's failure to provide appropriate operating environment according to Section 4.1 necessary for the Services in accordance with the Documentation. If in case of a default of the Services for which OT is responsible, Customer shall notify OT immediately, but at the latest within two (2) weeks after becoming aware of the default by a written complaint describing the error in the Services. If no such complaint is lodged all Customer's warranty claims and rights arising from the respective default are excluded, insofar as they are recognizable for the Customer.

12.4 In response to a complaint pursuant to Section 12.3, OT shall have the opportunity to remedy the default free of charge within an appropriate period. If the default of Services cannot be rectified within an appropriate period or finally fails after OT has been given at least two (2) opportunities to effect rectification, Customer may at its option: (a) demand a reduction of the Fees; or (b) withdraw from and/or terminate solely the affected parts of respective Agreement. In case of withdrawal or termination Customer may assert a claim for compensation of damages or futile expenditures suffered within the limitations of Section 14 of the Agreement. Withdrawal shall be excluded in case of insignificant defaults in the Services. All warranty claims and rights of Customer arising from a default of the Services shall become statute-barred 12 months after the date on which the default was first notified or should have been notified pursuant to Section 12.4.

12.5 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, USUALLY ASSUMED CHARACTERISTICS AND FITNESS FOR A PARTICULAR PURPOSE."

3. Modification of Section 14 (Limitation of liability)

Section 14 shall be entirely replaced by the following provisions:

"14. Limitation of liability. OT's total liability for any and all claims arising out of or relating to the Agreement or the Services, regardless of the legal grounds (e.g., breach of contract or warranty, negligence, breach of duty, unlawful acts, tort or otherwise) shall be subject to the limitation set out herein:

14.1 Unlimited liability. OT shall be liable without limitation: (a) in the event of intentional acts; or (b) in the event of damage or loss arising from death or personal injury irrespective from the level of culpability; or (c) in case OT has issued a guarantee or (d) in case of fraudulent misrepresentation, or (e) liability under the German Product Liability Act (ProdHaftG).

14.2 Cardinal obligations, gross negligence.

14.2.1 OT shall be liable in case of a material breach of contractual obligations which jeopardize attainment of the contractual purpose (cardinal obligations) to the extent that OT acted gross negligently.

14.2.2 The parties agree that OT's liability for cardinal obligations under Section 14.2 shall be limited in the aggregate to 200% of the fees paid by Customer to OT during the 12 months immediately preceding the event causing the damage.

14.2.3 For all claims in the aggregate arising from or relating to the Agreement or the Services during or in relation to the entire Agreement Term, the parties agree that OT's liability for cardinal obligations shall be limited to 100% of the fees paid by the Customer for the entire Agreement Term.

14.3 Cardinal obligations, simple negligence.

14.3.1 OT shall be liable for a breach of cardinal obligations in case of only simple negligence up to the limited extent that is typically contractually foreseeable.

14.3.2 The parties agree that OT's liability for typically contractually foreseeable damages shall not exceed in the aggregate 100% of the fees paid by Customer to OT during the 12 months immediately preceding the event causing the damage.

14.3.3 For all claims in the aggregate arising from or relating to the Agreement or the Services during or in relation to the entire Agreement Term, the parties agree that OT liability for cardinal obligations shall be limited to 50% of the fees paid by the Customer for the entire Agreement Term.

14.4 Other cases. Except for the liability specified in sections 14.1, 14.2, 14.3, OT's liability shall be excluded.

14.5 Indirect and consequential damages. OT shall not be liable for consequential and indirect damages, except where required under Sections 14.1, 14.2 or 14.3.

14.6 Contributory negligence and data backup. If the Customer has contributed to the occurrence of damage or loss by any own fault, the principles of contributory negligence shall determine the extent to which OT and the Customer shall have to bear the damage or loss. The Customer is especially responsible for regular backup of its data and to protect its operating environment according to Section 4.1 against any sort of malware (virus, worms, trap door, back door, etc.) according to the current state of the art. In the event of a loss of data based on the fault of OT, OT shall be liable only for the costs of copying the data in the backup copies to be created by Customer and for reconstructing the data which would have been lost even if backup copies had been created at adequate regular intervals.

14.7 If and to the extent that the Services are considered to be leased and subject to the legal regulations of German rental law, any liability of OT for damages or defaults in performance existing at the conclusion of the Agreement or the Order is excluded, to the extent that OT acts or refrains from acting without fault (ohne Verschulden). Insofar § 536a Abs. 1 Alt. 1 BGB shall not apply.

4. Modification of Section 19 (Miscellaneous), Subsection 19.2.5

Subsection 19.2.5 shall be entirely replaced by the following provisions:

In the event of willful act or gross negligence of OT, in case of fraudulent misrepresentation, physical injury, guarantees (Article 443 of the German Civil Code BGB) and claims in accordance with the Product Liability Act (Produkthaftungsgesetz), the statutory limitation periods apply. All claims for damages or reimbursement of expenses which are based on defects of the Services shall become time-barred within one (1) year. § 438 para. 1 No. 1 a) BGB remains unaffected by this provision. All other claims or actions, regardless of form, arising from the Agreement or any Services provided or to be provided hereunder become time-barred after two (2) years, except that an action for non-payment or infringement of OTs intellectual property rights and trade secrets may be brought at any time. Statute of limitation shall commence at the time at which the Customer has become aware of the circumstances giving rise to the claim or, ought to have been aware (without acting with gross negligence).

5. Modification of Section 19 (Miscellaneous), Subsection 19.16

Subsection 19.16 shall be entirely replaced by the following provisions:

Severability. If any provision of the Agreement is or becomes invalid or unenforceable in whole or in part, the remaining provisions shall remain unaffected. The ineffective or unenforceable provision shall be replaced by such valid and enforceable provision which comes closest to what the parties would have agreed if they had known the ineffectiveness or unenforceability. This shall apply accordingly in the event of any omission in the Agreement.

6. Modification of Section 19 (Miscellaneous), Subsection 19.17

Subsection 19.17 shall be entirely replaced by the following provisions:

Governing language. The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

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OPEN TEXT DATA PROCESSING ADDENDUM

1. Scope and Applicability

This Data Processing Agreement ("**DPA**") (including its Appendices and incorporations by reference) supplements and forms part of the agreement ("**Agreement**") between the Open Text entity ("**OT**") and the other party to the Agreement ("**Customer**"). The terms in this DPA apply to the extent OT and its Sub-processors Process Customer Personal Data in the course of providing the Services, either as a Processor or Service Provider, and when such Processing is subject to the Data Protection Legislation. This DPA is in addition to, and does not relieve, remove, or replace either party's obligations under the applicable Data Protection Legislation.

Customer enters into this DPA on behalf of itself and, to the extent applicable and permissible under the Agreement, each Customer Affiliate (as defined below) that Customer grants access to the Services in accordance with the terms of the Agreement.

2. Definitions

In this DPA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly. Capitalized terms used in this DPA that are not expressly defined herein shall have the meanings set forth in the Agreement.

2.1. "**Adequacy Decision"** means a designation issued by a competent authority that is aimed to declare an adequate level of protection applied to a territory, context, scheme or organization, to allow for the Processing of Personal Data under applicable Data Protection Legislation to take place within the scope defined in the designation, and shall include certifications or authorizations granted or otherwise approved by Supervisory Authorities or government bodies (such as the EU-US (plus UK Extension) and Swiss-US Data Privacy Frameworks.

2.2. "**Affiliate**" means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with a company, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of management and the policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2.3. "**Customer Personal Data**" means Personal Data made available by Customer and/or its authorized users in connection with their use of the Services pursuant to the Agreement.

2.4. "**Data Protection Legislation**" means any laws, regulations and other legal requirements, to the extent applicable to the Processing (as defined below) of Customer Personal Data under this DPA and the Agreement relating to: (a) privacy, confidentiality and data security of Personal Data; and/or (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and/or other Processing of any Personal Data (as defined below) to the extent applicable to performance of the Services. Notwithstanding the preceding, Data Protection Legislation does not include the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**").

2.5. "**Derogation"** means a legal exemption or exception set out in the Data Protection Legislation that permits a Restricted Transfer to take place under certain circumstances.

2.6. "**EEA**" means the European Economic Area as set forth in the European Economic Area Agreement of 1992, as amended.

2.7. **Restricted Transfer**" means an international transfer of Personal Data made in connection with the Agreement that is prohibited by applicable Data Protection Legislation except where a Transfer Mechanism is in place. "**Services**" means the services to be supplied to or carried out by or on behalf of OT for Customer pursuant to the Agreement, excluding on-premise and software maintenance services.

2.8. "**Personal Data Breach**" means a confirmed breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to, Customer Personal Data and also includes

any incident classified as a "security incident", "data breach" or similarly defined term under Data Protection Legislation to the extent such Data Protection Legislation is applicable to the Processing of Customer Personal Data.

2.9. "**Standard Contractual Clauses**" or "**SCCs"** means, to the extent applicable under Data Protection Legislation, model contractual clauses approved by a competent authority (as set out in the Data Protection Legislation) to ensure appropriate data protection safeguards used as a Transfer Mechanism that provides for a legal ground for Restricted Transfers to take place.

2.10. "**Sub-processor**" means any third party (including any OT Affiliate) appointed by or on behalf of OT as a sub-contractor to Process Personal Data on behalf of Customer or Customer Affiliate in connection with the Agreement.

2.11. "**Supervisory Authority**" means the data protection authority, public body or government department identified and authorized by the applicable Data Protection Legislation as being responsible for regulating and enforcing compliance with Data Protection Legislation.

2.12. "**Technical and Organizational Measures**" means the technical and organizational measures set out at https://www.opentext.com/assets/documents/en-US/pdf/opentext-technical-and-organizational-measures-en.pdf (and also referred to as Appendix 3), as may be amended, updated or replaced from time to time, which are incorporated into this DPA by reference.

2.13. "**Transfer Mechanism**" means the Standard Contractual Clauses and/or any other mechanism, including Adequacy Decisions, Derogations and any other solution incorporated by Data Protection Legislation to allow Restricted Transfers to take place.

2.14. The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Processing**", **"Process"** and "**Processor**"; "**Sell**", "**Sensitive Personal Data**", "**Service Provider**", "**Share**" have the same meaning as in the applicable Data Protection Legislation (or their closest equivalent concept or term as defined under such legislation).

3. Roles and Data Processing Obligations

3.1. Roles and Scope of Processing

3.1.1. The terms of this DPA apply only to the Processing of Customer Personal Data in environments controlled by OT and OT's Sub-processors. This includes Customer Personal Data sent to OT but does not include data that remains on Customer's premises or in any Customer selected third party operating environments.

3.1.2. Appendix 1 of this DPA sets out the subject matter, nature and purpose of Processing of Customer Personal Data by OT, the duration of the Processing and the types of Personal Data and categories of Data Subjects.

3.1.3. This DPA shall apply to the extent OT shall Process Customer Personal Data as a Processor (or Sub-processor) acting on behalf of Customer, in each case regardless of whether Customer acts as a Controller or as a Processor on behalf of another Controller.

3.1.4. As a Controller, Customer is responsible for determining whether the Services are appropriate for storage and/or processing of Customer Personal Data that is subject to any specific law or regulation and for using the Services in a manner consistent with Customer's legal and regulatory obligations.

3.1.5. Customer is responsible for providing notice to and obtaining all required valid consents from Data Subjects as well as notifications and/or express authorizations from Supervisory Authorities, including, without limitation, regarding any Processing (including collection, transfer, and storage) of Personal Data through the Services as required by Data Protection Legislation; and confirms it is entitled to lawfully transfer the Customer Personal Data to OT.

3.1.6. Customer will act as, or appoint, a single point of contact for OT for the Processing of Personal Data, and confirms that its instructions, including appointment of OT as a Processor or Sub-processor, have been authorized by the relevant Controller.

3.1.7. Each party will comply with applicable obligations under the Data Protection Legislation given the nature and scope of that party's Processing of Personal Data related to the Agreement and this DPA. Unless explicitly set forth

herein, OT is not responsible for compliance with any regulatory authority to which Customer is subject to or other laws or regulations applicable to Customer that are not generally applicable to information technology service providers.

3.2. OT Processing Obligations

3.2.1. Customer Instructions: OT will Process Customer Personal Data solely for the purpose of providing the Services and in accordance with documented and commercially reasonable instructions from the Customer (to the extent necessary to provide the Services and to comply with its obligations under the Agreement). Customer agrees that the Agreement (including this DPA) are its complete documented instructions to OT for the Processing of Personal Data. Additional instructions, if any, require a written agreement between the parties. Instructions by Customer related to the Processing of Personal Data must be provided in writing duly signed by an authorized representative of Customer. Where in the opinion of OT an instruction from the Customer infringes Data Protection Legislation, OT shall inform Customer thereof, which Customer agrees shall not constitute legal advice by OT and shall not relieve Customer from its own responsibility for compliance with Data Protection Legislation.

3.2.2. Lawful Data Processing by OT: To the extent required by applicable law, OT may Process Customer Personal Data outside of the documented instructions of Customer, including transferring Customer Personal Data to a different jurisdiction or an international organization provided that, where permitted under such law, OT shall use reasonable endeavours to inform Customer of that legal requirement before such Processing.

3.2.3. Confidentiality of Processing: OT will: (i) limit Customer Personal Data access to OT personnel with a need to Process such information for the purpose of providing Services; and (ii) will ensure such persons have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and have received appropriate training on their responsibilities.

3.2.4. Cooperation

3.2.4.1. Data Subjects Rights

i. It is the Customer's (or the party acting as Controller) responsibility to inform the Data Subject(s) concerned of the purposes and the legal basis for which their Personal Data will be Processed in accordance with Data Protection Legislation.

ii. Taking into account the nature of the Processing, OT shall assist Customer, insofar as is possible and reasonable for the fulfilment of Customer's obligation under Data Protection Legislation, to respond to Data Subject's rights requests under applicable Data Protection Legislation (including, without limitation, requests relating to rights of access, erasure and rectification).

iii. Where a Data Subject directly submits a rights request to OT, OT shall forward such request to the Customer email address on file with OT, without undue delay. If Customer wishes for OT to forward Data Subject requests to a specific email address, it shall notify OT of such address and provide updates where applicable. OT shall not respond directly to a Data Subject rights request.

3.2.4.2 Data Protection Impact Assessments and Prior Consultation. Where requested by Customer and to the extent required to be undertaken by Customer in compliance with Data Protection Legislation, OT shall, taking into account the nature of Processing and the information available to OT, provide reasonable assistance to the Customer: (i) in carrying out data protection impact assessments; or (ii) in relation to any prior consultation with a Supervisory Authority (or other equivalent public authority or body with responsibility for compliance with Data Protection Legislation).

3.2.4.3 Government and Law Enforcement Requests. If OT receives a request from a law enforcement or other government entity ("**Government Request(s)**") to retain, disclose, or otherwise Process Customer Personal Data, where permitted to do so, OT shall attempt to redirect the Government Request to Customer. If OT determines that a requirement to challenge or appeal a Government Request regarding Customer's

Personal Data exists, Customer agrees to participate in and support such challenge as reasonably requested. Where possible, the Customer itself will seek a protective order or other appropriate remedy in response to the Government Request. OT will attempt to provide a minimum amount of information if OT is required to disclose any information by a Government Request.

3.3. Sub-processing

3.3.1. Customer provides OT a general authorization to appoint Sub-processors to Process Customer Personal Data in connection with the provision of the Services. Customer agrees that OT Sub-processors may include: (i) OT Affiliates and (ii) any other third party engaged by OT in connection with the provision of the Services.

3.3.2. OT shall Inform Customer in advance of any new Sub-processor or replacement of Sub-processor to give the Customer opportunity to reasonably object to the changes. OT must receive the notice of objection in writing from the Customer within 14 days of receiving the notification from OT. The parties agree that the name of the new or replacement Sub-processor together with details of the Processing activities it will carry out and the location of such activities is the information Customer requires to exercise such right. "**Inform**" shall include by posting the update on a website (and providing Customer with a mechanism to obtain notice of that update), by email or in other written form.

3.3.3. Any objection raised by the Customer pursuant to Section 3.3.2 shall be limited to the Sub-processor demonstrable failure to offer the same or a reasonably comparable level of protection as that previously applicable to the relevant Processing of Customer Personal Data ("**Reasonable Objections**"). OT shall have up to 30 days after receiving the notice of objection ("**Rectification Period**") to: (i) address any Reasonable Objections raised by Customer; or (ii) propose an alternative Sub-processor provided that Sections 3.3.1 and 3.3.2 shall apply to the appointment of the alternative Sub-processor.

3.3.4. If Customer raises Reasonable Objections to the appointment of a new Sub-processor pursuant to Section 3.3.3, and OT is unable to resolve such objections or provide an alternative Sub-processor, the Parties shall enter into good faith negotiations to achieve a resolution. Unless otherwise agreed in writing by the parties, the good faith discussions shall last for up to 14 days after the Rectification Period. Customer may terminate the respective part of the Services where the new Sub-processor is to be used by giving written notice to OT no later than 30 days from the conclusion of the good faith discussions where no resolution is reached. Such termination shall take effect no later than 90 days following OT's receipt of Customer's notice of termination. If Customer does not terminate within this 30-day period, Customer is deemed to have accepted the new Sub-processor. Any termination under this Section 3.3.4 shall be deemed to be without fault by either Party and shall be subject to the terms of the Agreement (including any documents agreed pursuant to it).

3.3.5. OT confirms that it has entered or will enter into a written agreement with its third-party company Sub-processors incorporating terms which are substantially similar to those set out in this DPA.

3.3.6. As between the Customer and OT, OT shall remain fully liable for all acts or omissions of any Sub-processor appointed by it pursuant to this Section 3.3 unless the Sub-processor acted in accordance with instructions directly or indirectly received from Customer.

3.4. Security Measures

3.4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and OT shall both be responsible to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

3.4.2. OT shall implement the Technical and Organizational Measures in respect of the Services, and Customer acknowledges that the Technical and Organizational Measures implemented by OT meet the standard of appropriateness as required under Data Protection Legislation.

3.4.3. Customer is responsible for implementing and maintaining privacy protections of components including technical architecture or infrastructure that Customer or any Customer Affiliate provides, controls, or procures from a third party. Customer shall apply the principle of data minimisation and limit OT access to systems or Customer's Personal Data to only where essential for the performance of the Services. Where OT is performing Services on Customer's premises (or of any Customer Affiliate or sub-contractor, agent or similar) or in connection with access to any of such party's systems and data, Customer shall be responsible for providing OT personnel with user authorizations and passwords to access those systems, overseeing their use of those passwords, and terminating these as required. Customer shall not store Customer's Personal Data in a non-production environment unless it has production environment equivalent controls in place.

3.5. Notification of Personal Data Breach

3.5.1. Unless prohibited under applicable law, OT shall notify Customer of Personal Data Breach without undue delay, and in all instances within the time frames set forth under applicable Data Protection Legislation, by contacting the Customer email address on file. Such notification will include any available documentation necessary to enable the Customer to make legally required notifications to Data Subject and / or the competent Supervisory Authority.

3.5.2. If available and taking into account the nature of the Processing, the notification sent in accordance with Section 3.5.1 shall at least:

3.5.2.1. describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;

3.5.2.2. communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;

3.5.2.3. describe the likely consequences of the Personal Data Breach; and

3.5.2.4. describe the measures taken or proposed to be taken by OT to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

3.5.3. . Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

3.5.4. The Customer (or the party acting as Controller) is responsible to notify the Personal Data Breach to the Supervisory Authority, and to the Data Subjects, when such is required by the applicable Data Protection Legislation.

3.6. Data Return or Destruction.

3.6.1. Where OT has stored Customer's Personal Data as part of the Services: at the end of the Service(s) upon Customer's written instruction, OT shall (i) return such Customer Personal Data to Customer in such format as OT reasonably determines, which may be provided via the enablement of export and retrieval functions when available or (ii) delete the Customer Personal Data, unless applicable law requires further storage of the Personal Data. Where Customer has not notified OT whether to return or destroy Customer Personal Data within 30 days after termination of the Services, the parties agree that OT shall delete the data in accordance with subsection (ii) above. OT may charge a fee for certain data return services.

3.7. Inspections and Audits

3.7.1. For the purpose of fulfilling any inspection obligations under applicable Data Protection Legislation and/or any Standard Contractual Clauses:

3.7.1.1. Upon written request from Customer, OT shall, where available, provide to Customer a copy of its latest Service Organization Control ("**SOC"**) audit report and/or other third-party audit reports ("**Audit Report**") or information to demonstrate OT's compliance with its obligations under this DPA.

3.7.1.2. In the absence of an Audit Report or where the Audit Report or information made available under Section 3.7.1.1 does not address OT's compliance applicable to the Processing undertaken in connection with

the Services, OT shall, upon Customer's reasonable request either: (i) provide additional documentation or materials to evidence compliance; or (ii) permit an inspection of OT's environment to the extent relevant to the provision of the Services and required to demonstrate OT's compliance with its obligations under this DPA.

3.7.2. Any inspection to be undertaken pursuant to Section 3.7.1: (a) may be carried out no more than once annually (unless otherwise mandated by a Supervisory Authority); (b) shall not be conducted on less than thirty (30) days prior written notice; (c) may be conducted by Customer or an independent third party auditor mandated by Customer (which is not a competitor of OT), provided such third party auditor enters into a written agreement with OT protecting the confidentiality of all disclosed information related to the inspection; (d) shall be subject to agreement in advance between the parties of the scope of the inspection and the duration (which shall not extend beyond two consecutive business days or infringe upon the confidential information of third parties); (e) must be conducted during local business hours, not unreasonably disrupt OT business operations and not unduly burden the provision of services by OT to its customers; (f) must be undertaken in accordance with OT's relevant policies and procedures (as are provided to Customer in advance); and (g) shall as far as reasonably possible, be limited to remote inspections or meetings with senior representatives of OT (including by relying on latest Audit Report or current certifications, other audit reports and combining them with other information available to Customer under the Agreement) Customer shall, at its own cost, provide OT with a written report documenting the results of any inspection undertaken pursuant to this Section.

3.7.3. Customer shall bear all expenses related to any inspections undertaken pursuant to section 3.7.1 that are carried out in excess that permitted under Section 3.7.2 and shall reimburse OT for time spent by OT personnel for any such inspection at then-current professional service rates unless such inspection reveals non-compliance by OT with its obligations under this DPA in which case OT shall be responsible for its costs associated with such on-site inspection.

4. **International Transfers and Geographical Specific Data Processing Terms**

Where mandatory requirements under Data Protection Legislation apply to the Processing or transfer of Personal Data covered by this Section, the Parties agree that the corresponding provisions of this Section 4 shall be incorporated into this DPA and apply accordingly.

4.1. Incorporation of Transfer Mechanisms

4.1.1. Transfers subject to Data Protection Legislation applicable in the European Economic Area (EEA): Restricted Transfers shall be governed by the SCCs approved by the COMMISSION IMPLEMENTING DECISION (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (EEA SCCs), the mandatory clauses of which are incorporated into this Agreement by reference, and completed as agreed in this Section 4.1.1 (as set out in the table below) unless other Transfer Mechanism applies.

SCCs Clause	Module Two Controller to Processor	Module Three Processor to Processor
1 to 7	Incorporated	
8	General and Module Two provisions	General and Module Three provisions
9		
	For clause 9 (a) the Parties choose Option 2, agreeing on a period of 14 business days.	
10	General and Module Two provisions	General and Module Three provisions

11	In clause 11 (a) the optional clause shall be excluded	
12	General and Module Two provisions	General and Module Three provisions
13		
	For paragraph 13 (a), the competent Supervisory Authority shall be the competent Supervisory Authority that has supervision over the Customer.	
14 to 16	General and Module Two provisions	General and Module Three provisions
17		
	The Parties select option 1, being the governing law the Data Protection Legislation (as defined in the Agreement) applicable to the data exporter	
18	General and Module Two provisions	General and Module Three provisions
	Regarding the choice of court and jurisdiction, the Parties choose the court where the data exporter is based.	
Appendices	Shall be completed as applicable with the details agreed in Appendix 1 of this DPA.	

4.1.2. Transfers subject to Data Protection Legislation applicable in Switzerland: Where a Restricted Transfer is subject to Swiss Data Protection Legislation, the EEA SCCs shall apply, amended as follows:

a. References to the GDPR shall be understood as references to the Swiss Federal Act on Data Protection (as such laws are amended or re-enacted from time to time) ("**FADP**");

b. The "competent supervisory authority" is the Federal Data Protection and Information Commissioner;

c. Where the transfer is subject to both the FADP and the GDPR (as defined in the EEA SCCs), the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the FADP, and the supervisory authority is as set forth in the EEA Standard Contractual Clauses insofar as the transfer is governed by the GDPR;

d. The term "personal data" shall be deemed to include the data of legal entities to the extent such data is protected under the FADP;

e. Clause 18 (c) shall be interpreted to permit data subjects in Switzerland to bring legal proceedings in Switzerland.

4.1.3. Transfers subject to Data Protection Legislation applicable in the United Kingdom (UK): Where a Restricted Transfer is subject to Data Protection Legislation of the United Kingdom the EEA SCCs incorporated to this Agreement shall apply, as amended under the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (a.k.a. EEA SCCs) issued by the Information Commissioner's Office under S119A(1) Data Protection Act 2018 (version B1.0, in force 21 March 2022), (international-data-transfer-addendum.pdf) shall apply, completed as it follows:

Part 1 Table 1 "Parties":

- Start Date shall be the "Effective Data of the Agreement"
- Exporter shall be Customer, and Importer shall be OT.
- Key contacts shall be as set out in the Agreement.

Part 1 Table 2 "Selected SCCs, Modules and Selected Clauses", the Parties choose "the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum" as the option for the "Addendum EU SCCs", for which: Modules 2 and 3 are incorporated, of which: Optional clause 7 "Docking Clause" is incorporated; Clause 11 is excluded from all Modules,

Clause 9a of Modules 2 and 3 incorporated the General Authorisation option and notifications timeframe of 14 business days.

Part 1 Table 3 "Appendix Information" is completed with the details agreed in the EEA SCCs.

Part 1 For Table 4: "Ending this Addendum when the Approved Addendum Changes" the Parties choose that neither Party may end this Addendum.

Part 2 Mandatory Clauses shall consist of the Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.3 of those Mandatory Clauses.

4.1.4. Transfers subject to Data Protection Legislation applicable in Turkey: Where a Restricted Transfer is subject to Data Protection Legislation applicable in Turkey, Modules 2 to 3 of the Standard Contract for the Transfer of Personal Data Abroad issued by the Data Protection Authority (KVKK), (KİŞİSEL VERİLERİ KORUMA KURUMU | KVKK | Announcement on the Translation of By-Law on the Procedures and Principles for the Transfer of Personal Data Abroad and Standard Contract Texts – "**Turkish SCCs**") shall apply, completed as it follows:

a. The Parties choose to apply the General Authorization option provided in Clause 8 and provide a 14 business days period of time for notification concerning sub-processors.

b. Clause 10 Redress shall exclude the optional provisions.

c. The Party notifying the Authority according to Clause 16 shall be the Customer.

d. Data Exporter shall be the Customer and Data Importer shall be OT.

e. Appendix 1 Annex I and Annex II shall be completed with the details set out in this DPA and the EEA SCCs.

f. The personal data transferred under the Turkish SCCs shall be subject to the retention periods agreed with the Customer unless otherwise admitted by law.

g. Appendix 1 Annex III "List of Sub-processors" shall be completed as agreed in this DPA or the Agreement.

4.1.5. New Standard Contractual Clauses: The Parties agree that if competent authorities issue new Standard Contractual Clauses ("New SCCs") applicable to the Processing activities under this DPA, whether to (i) replace or supplement SCCs already incorporated by the Parties, or (ii) introduce a new transfer mechanism required under Data Protection Legislation, such New SCCs shall automatically apply and form a binding part of this Agreement from the date they become legally mandatory. Where required, the New SCCs shall be completed in accordance with the following "Completion Rules", unless the Parties expressly agree otherwise in writing:

a. **Schedules** – Schedules 1 to 3 of this Agreement shall be incorporated into the New SCCs.

b. **Optional Clauses** – Optional or voluntary clauses included in New SCCs shall apply only if expressly agreed in writing by the Parties.

c. **Authorizations** – Where an option exists between express or general authorisation, the Parties shall adopt general authorisation.

d. **Notification Periods** – Where a period must be chosen, the default shall be 14 business days, except 48 hours for Personal Data Breaches.

e. **Rights Allocation** – Where rights must be allocated between Data Exporter, Data Importer, or neither, the default shall be "both Parties." If that option is not available, the option "none of them" shall be selected.

f. **Supervisory Authority** – The designated supervisory authority shall be the authority with jurisdiction over the Data Exporter.

g. **Regulatory Filings** – Where an obligation to notify or register with a supervisory authority must be allocated, it shall rest with the Data Exporter (Customer).

h. **Governing Law & Jurisdiction** – The law and jurisdiction shall be those of the country where the Data Exporter is established.

i. **Multiple Models** – If a competent authority authorises or issues more than one model of New SCCs, and one such model is an adaptation of SCCs already incorporated into this DPA (including with adjusted definitions), that model shall be the version automatically incorporated under this DPA.

j. **Fallback Provision** - If, due to the nature or structure of any New SCCs, the above Completion Rules cannot be applied to allow their valid implementation, the Parties shall in good faith take the necessary steps to ensure compliance with Data Protection Legislation, including (where required) executing a separate set of the relevant New SCCs or another valid transfer mechanism made available under Data Protection Legislation.

4.1.6. Hierarchy applied to incorporated Transfer Mechanisms: In the event of coexistence or contradiction between Transfer Mechanisms incorporated by the Parties, the following prevalence order shall apply:

1- Derogations, where and to the extent that apply,

2- Adequacy Decisions

3- Standard Contractual Clauses that have been expressly incorporated to this DPA by the Parties or otherwise expressly put in place.

4- New Standard Contractual Clauses.

4.1.7. Onward Transfers: The parties agree that OT is permitted to transfer Customer Personal Data to additional third parties ("Onward Transfer"), for the purposes and subject to the terms of this DPA, provided that such transfer complies, where applicable, with the terms and conditions set forth under clauses 3.3 (Sub-processing) and this Section 4 of this DPA.

4.2. Geographical Specific Data Processing Terms

4.2.1. Processing Personal Data of US-based Data Subjects: The following terms apply where Customer provides Customer Personal Data collected from individuals in the United States of America (US).

4.2.2. For the purposes of Section 4.2.1, the following terms shall have the meanings set out below and related terms shall be construed accordingly:

4.2.2.1. "**US State Privacy Laws**" means the subset of Data Protection Legislation originating from U.S. state, territorial, and local laws, regulations, and governmental requirements including, without limitation, the CCPA.

4.2.2.2. "**Specified Business Purpose**" means the provision of the Services as set forth under the Agreement.

4.2.2.3. "**Business Purpose**", "**Sell**", "**Service Provider**", and "**Share**" have the meanings set forth in the US State Privacy Laws.

4.2.3. To the extent OT Processes Customer Personal Data containing any data regulated by the CCPA, the Parties agree OT does so acting as a Service Provider to Customer. Additionally, taking into account the context of the Processing and Services, each Party will comply with its obligations under US State Privacy Laws. Given the nature and scope of its Processing, OT: (i) acknowledges that Customer is disclosing Personal Data to OT only for the Specified Business Purpose; (ii) shall Process all Personal Data on behalf of Customer only; (iii) shall not Sell or Share Customer Personal Data; (iii) shall not retain, use, or disclose Customer Personal Data for any purpose other than for the Specified Business Purpose, including not retaining, using, or disclosing Customer Personal Data: (a) for a commercial

purpose other than the Specified Business Purpose or (b) outside of the direct business relationship between OT and Customer unless expressly permitted by applicable law; (iv) shall not, unless otherwise permitted by applicable law or for the purpose of performing the Services, combine Customer Personal Data with other personal information it: (a) receives from or on behalf of another person or third party, or (b) collects from its own interactions with the applicable individual; (v) shall notify Customer if it makes a determination that it can no longer meet its obligations under this Agreement, and cooperate with Customer to take reasonable and appropriate steps to stop and remediate unauthorized use of Customer Personal Data to the extent required by US State Privacy Laws; and (vi) shall enable Customer to comply with privacy requests made pursuant to applicable US State Privacy Laws.

4.2.4. In accordance with HIPAA requirements, Customer shall not provide to OT protected health information (as defined under HIPAA) without the execution of a mutually agreed upon Business Associate Agreement.

5. General Provisions

5.1 Execution of this DPA. Where requested by Customer, OT and Customer shall execute this DPA in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. For the purposes hereof, a facsimile or scanned copy of this DPA, including all pages hereof, shall be deemed an original.

5.2 Superseding Agreement. The parties agree that with respect to the period on and after the date that this DPA comes into effect between the parties (or if earlier, the mandatory date when the relevant Standard Contractual Clauses must apply), this DPA shall replace and supersede any existing data processing addendum, attachment, exhibit, or standard contractual clauses that Customer and OT may have previously entered into in connection with the Services.

5.3 Order of Precedence To the extent there is any conflict or inconsistency between the terms of this DPA, the Standard Contractual Clauses, and/or the Agreement, in relation to the Processing of Customer Personal Data, the parties agree that the documents shall prevail in the following order: (i) the Standard Contractual Clauses; (ii) this DPA; and (iii) the Agreement.

5.4 Termination The parties agree that this DPA shall terminate automatically upon (i) termination of the Agreement; or (ii) expiry or termination of all service contracts, statements of work, work orders or similar contract documents entered into by the parties pursuant to the Agreement, whichever is later. This Section 5.4 shall be without prejudice to any rights to terminate Standard Contractual Clauses (if applicable).

5.5 Changes in Law. The parties shall negotiate in good faith and mutually agree in writing to any amendments to this Addendum that are necessary to reflect changes in Data Protection Legislation.

5.6 Communications. OT's data protection office can be reached by emailing dpo@opentext.com.

6. Partner Agreements

6.1 If the Agreement relates to the resale or supply of Services with a partner under an OT partner program or a partner agreement (a "**Partner**"), with OT acting as the Partner's Processor or Service Provider under that arrangement and OT having no direct contractual relationship to the direct and indirect customers of the Partner which are entitled to use the Services such as the End User or, in the case of a Partner who is a Managed Service Provider (**MSP**), the Beneficiary (as in each case as defined in the Agreement) (hereinafter "**Using Parties**"), then the following provisions shall apply:

6.2 All references to "Customer" in this DPA shall mean the Partner; Sections 3.1.4, 3.1.5 and 3.1.6 of this DPA shall be amended to read as follows:

- 3.1.4: “As a Controller, Partner is responsible for determining whether the Services are appropriate for storage and Processing of Partner and Using Parties' Personal Data that is subject to any specific law or regulation and for using the Services in a manner consistent with Partner's legal and regulatory obligations”.
- 3.1.5: “Partner is responsible for ensuring that Partner and Using Parties have all necessary consents and notices in place that may be required under Data Protection Legislation and confirms that Partner and the Using Parties are entitled to lawfully transfer Personal Data to OT”.
- 3.1.6: “Partner will act as, or appoint, a single point of contact for OT for the Processing of Personal Data, and confirms that its instructions, including appointment of OT as a Processor or sub-Processor, have been authorized by the relevant Controller”.

6.3 Section 3.4.3 of this DPA shall be amended to read as follows:

“Partner is responsible for implementing and maintaining privacy protections and security measures for components of the technical architecture or infrastructure that Partner or any Using Party provides, controls, or procures from a third party. Partner shall (and shall procure that the Using Parties shall) apply the principle of data minimisation and limit OT access to systems or Partner's Personal Data to only where essential for the performance of the Services. Where OT is performing Services on premises of the Partner or Using Parties (or of an Affiliate, sub-contractor, agent or similar of any of these) or in connection with access to any of their systems and data, Partner shall be responsible for procuring provision to OT personnel of user authorizations and passwords to access those systems, oversight of their use of those passwords and termination of these as required. Partner shall not store any Personal Data in a non-production environment unless it has production environment equivalent controls in place (and procure the same from Using Parties)”.

APPENDIX 1

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

See Appendix 2 of this DPA for each of following: *Subject matter and duration of the Processing of Personal Data, the nature and purpose of the Processing of Personal Data, the types of Personal Data to be Processed, special categories of data (if appropriate) and the categories of Data Subject to whom the Customer Personal Data relates.*

APPENDIX 2

DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data Subjects may include Customer employees, contractors, business partners, prospects, customers, vendors, agents, advisors, and freelancers or other individuals having Personal Data stored, transmitted to, made available to, accessed, or otherwise Processed by OT.

Categories of personal data transferred

Customer determines the categories of Personal Data which are Processed by OT in connection with the Services in accordance with the terms of the Agreement (and documentation governed by it). Customer submits Personal Data for Processing after careful evaluation of compliance with applicable laws. The Personal Data may include but are not limited to the following categories of data: Identification and contact data (name, address, title, contact details phone numbers, e-mail address, time zone, company name), IT information, Usage Data, Content Data, credentials, plus any application-specific data.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The choice and type of Personal Data that will be Processed using the OT Services remains solely within the discretion and choice of the Customer. In selecting the Personal Data of any categories, the Customer shall ensure that such Personal Data is suitable for Processing with and through the Services in compliance with applicable Data Protection Legislation. As part of such assessment, prior to providing OT with or giving OT access to any 'special categories of personal data' or Sensitive Personal Data subject to enhanced protection requirements under applicable Data Protection Legislation ("**Enhanced Requirements**"), Customer shall notify OT of the Enhanced Requirements and seek prior written confirmation from OT of its ability to comply with such. Customer agrees that the Technical and Organizational Measures shall (i) apply to the Processing of all Customer Personal Data, including special category of personal data or Sensitive Personal Data; and (ii) be appropriate safeguards for the Processing of special category of personal data or Sensitive Personal Data for the provision of the Services taking into consideration the nature of the data and risks involved in Processing such data, unless otherwise agreed between the parties. OT disclaims all liabilities in relation to the selection of data for use with the Services or non-compliance with Enhanced Requirements unless prior written confirmation has been provided.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).

Transfers shall be made on a continuous basis.

Nature of the Processing

OT offers its Services, and in doing so, OT requires to Process Personal Data. The Personal Data is subject to the basic Processing activities as set out in the Agreement and pursuant to Customer's Processing instructions as provided in accordance with the Agreement and this DPA which may include:

(a) use of Personal Data to provide the Services;

(b) storage of Personal Data;

(c) computer Processing of Personal Data for data transmission; and

(d) other Processing activities to deliver the Services.

Purpose(s) of the data transfer and further Processing

See “Nature of Processing” above.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.

The duration of the Processing of the Personal Data is set out in the Agreement (and documentation governed by it) and this DPA.

Subject matter, nature, and duration of the Processing for transfer to (sub-) processors

As above.

OT partner programs and partner agreements: Where Section 6 of the DPA applies: for the purposes of these Appendices 1, 2 and 3, categories of Personal Data shall also include that of Using Parties (as defined in Section 6 of the DPA). In Appendix 3, “Customer systems” refers to those of the Partner and Using Parties. Notwithstanding the foregoing, this shall not release the Partner of its obligations, either in these Appendices, the Annexes, the DPA or otherwise, and the Partner shall remain responsible for the decisions, acts and omissions of Using Parties, and shall procure that Using Parties comply with the provisions of these Appendices.

APPENDIX 3

TECHNICAL AND ORGANIZATIONAL MEASURES

OT has implemented and will apply the Technical and Organizational Measures which are set out at https://www.opentext.com/assets/documents/en-US/pdf/opentext-technical-and-organizational-measures-en.pdf

OpenText Cloud Platform Applications & Services Supplemental Terms

These additional terms of service ("**Supplemental Terms**") apply to the use of and access to the OpenText Cloud Platform Services("**OCP Services**") provided by "**OpenText**" meaning Open Text Corporation or the Open Text entity providing the OCP Services. Use of the OCP Services is subject to these terms, and either (a) the OpenText Cloud General Terms and Conditions published on opentext.com/agreements ("**Online GTC**") or (b) a mutually agreed and executed contract between OpenText and Customer specifically noted on the ordering document, which shall supersede the Online GTC ("**Agreement**"). All references herein to GTC shall mean either the Online GTC or Agreement, whichever is applicable.

These Supplemental Terms may be updated from time to time by OpenText. Any capitalized terms not defined in these Supplemental Terms are defined in the GTC and are agreed to by the individual or legal entity who subscribes to OCP Services("**Customer**").

Tenants

Authorized Users of OCP Services are provided access to one or more OCP Services application tenants or service APIs as indicated in one or more schedules ancillary to this document ("Schedule(s)").

Data Center Regions

The primary data zone for customers of OCP Services will by default be the geographically closest data center region as indicated by the Customer address on the Transaction Document, unless specifically agreed in writing otherwise. Available data center regions are indicated on the relevant Product Schedule.

Accounts

OpenText will enable an administrator account for the Customer-purchased OCP Services using the contact informationprovided by the Customer, thus providing access to the application tenant(s) via this account to the Authorized User that Customer designates as the administrator of their account. Access credentials will be provided to the administrator by email. It is the Customer's responsibility to notify OpenText of changes to the contact details for the administrator.

Pursuant to the Schedule for the OCP Services purchased, the administrator may provision a number of additional Authorized User accounts. An email address will be the user ID for each Authorized User provisioned. Only one Authorized User may be associated with any single, unique email address. Customer agrees to keep such account provisioning information accurate, complete, and up to date.

Support

Support for OCP Services is described in the Cloud Support Program Handbook for Multitenant Services published on opentext.com/agreements ("**Cloud Handbook**").

Maintenance Activities

Customer acknowledges that OpenText will from time to time during the term of the OCP Services be required to temporarily reduce or interrupt access to the OCP Services for the purpose of maintaining or Updating the Services, as provided in the Cloud Services Program Handbook for SaaS Plans ("**Routine Maintenance**"). OpenText publishes a Routine Maintenance Schedule (available via the Customer Service Portal located at https://support.opentext.com) detailing the regular cadence of reserved maintenance windows, which are available for use upon advance notice from OpenText to Customer.

OpenText and Customer also may mutually agree to conduct maintenance or implement changes on the OCP Services outside of the predefined Routine Maintenance windows (conduct "**Scheduled Customer Maintenance**). OpenText may temporarily limit or suspend the availability of all or part of the OCP Services if it is necessary to conduct emergency maintenance to action an urgent situation that could not have been prevented by OpenText using IT industry standard practices and preventive measures described in this Agreement for reasons of public safety, interoperability of services, data protection;or to perform work that is immediately necessary for operational, technical or security reasons ("**Emergency Maintenance**").

Service Level Agreement

OpenText shall endeavor to operate the OCP Services in such a manner that they are available to Customer for a specific amount of time each month (expressed as a percent); seven days per week, 24 hours per day (the "**Target Service Availability**" or "**TSA**").

The TSA for OCP Services is 99.9%.

The actual service availability ("**Actual Service Availability**" or "**ASA**") is measured as the ability to login to the internet available, production application tenant of each individual OCP Service purchased and shall not apply to Client Side Software (if any) operating on any device used by Customer to access the OCP Services.

The calculation of ASA shall be based on the total minutes during a calendar month minus Downtime divided by the total minutes during a calendar month, where **"Downtime"** is the total time the service is unavailable adjusted in accordance with the downtime exclusions indicated below, or:

$$100\% - \frac{Downtime\ minutes}{minutes\ of\ service\ in\ the\ month} = Actual\ Service\ Availability\ \%$$

Upon Customer request OpenText will, subject to the terms herein, issue a credit payment based on the difference between the TSA and the ASA multiplied by the Monthly Fee (where the "**Monthly Fee**" is the portion of the fees paid for the particular OCP Service that are applicable to the month the failed service availability was measured in). OpenText will issue Customer the credit payment annually in arrears if applicable.

For clarity, this calculation is illustrated in the examples below.

Target Service Availability	Actual Service Availability	Result	Percentage of Monthly Fee as Credit
99.9%	100%	0.1% exceeded	0%
99.9%	99.5%	0.4% missed	0.4%
99.9%	94.9%	5% missed	5%

The maximum amount of any credit for a calendar month for failure to meet the TSA may not exceed ten (10%) percent of Monthly Fees (where the "Monthly Fee" is the portion of the fees paid for the particular OCP Service that are applicable to the month the failed service availability was measured in). OpenText's records and data shall be the basis for all remedy calculations. Customer must notify OpenText oftheir desire to claim credits within 90 days of the event giving rise to such credit. Credits can only be claimed for impacted OCP Services governed by these Supplemental Terms.

The ASA will be based upon the results of tests executed by OpenText on a regular cadence every few minutes. The ASA will be adjusted to exclude impacts to OCP Services availability caused by the following:

- Maintenance Activities
- Service interruptions or disruptions caused by Customer or Customer-controlled components
- Service interruptions not caused by OpenText or not within the control of OpenText (i.e. unavailability due to problems with the Internet), unless caused by OpenText's service providers
- Service interruptions caused by disruptions attributable to force majeure events (i.e. unforeseeable events outside of OpenText's reasonable control and unavoidable even by the exercise of reasonable care)
- Customer exceeding the service restrictions, limitations, or metrics of the measured OCP Service
- Service downtime requested by Customer; or
- Suspensions of Service by OpenText as a result of Customer's breach of the agreed terms.

Customer's rights described in this section state Customer's sole and exclusive remedy for any failure by OpenText to meet the service levels.

Customer may terminate the Transaction Document if OpenText fails to meet the TSA such that the Customer is entitled to ten percent credit
(a) during three (3) consecutive months or (b) during at least five (5) months (consecutive or not) over a twelve (12) month

period. Such termination will be deemed termination for Cause. In the event that the Customer terminates the Transaction Document under this clause, OpenText will refund the portion of the prepaid fees (if any) attributable to OCP Services not received by Customer.

Backup & Disaster Recovery

The Content associated with OCP Services is backed up on a regular basis in accordance with OpenText's disaster recovery procedure.

In the event OpenText declares a disaster event that impacts delivery of the OCP Services from the primary location, OpenText will restore service in an alternate location. The target recovery time objective ("**RTO**") following an OpenText declared disaster is 4 hours for services hosted in North America which includes Canada and the United States, and Australia. For services hosted in the European Economic Area the target recovery time objective is 72 hours. The target recovery point objective ("**RPO**") is 4 hours for all data centers irrespective of location.

Invoicing

OpenText will invoice Customer annually in advance for the OCP Services described in the Transaction Document unless stated otherwise. OpenText will invoice Customer in arrears for applicable overage charges (if any).

Renewal

The initial OCP Services subscription term begins on the Transaction Document date. After the initial subscription term, the Transaction Document will automatically renew annually, unless a party terminates the Transaction Document by notifying the other party in writing no less than sixty (60)days prior to the expiration of the then-current term.

Client Side Software

The following additional terms apply to the use of the Client Side Software provided by OpenText under the Transaction Document and described further in a Schedule:

1. **Ownership of Client Side Software.** OpenText alone owns all right, title and interest, including all related intellectual property rights, in and to Client Side Software and Customer does not receive any title, license, rights or ownership in or to any of the foregoing, except for the right to use the Client Side Software for the sole purpose of facilitating Customer's use of the OCP Service.
2. **Software and Documentation**. Customer may make as many copies of the Client Side Software necessary for it to use the Client Side Software as permitted under the Transaction Document and/or the Schedule. Each copy of the Client Side Software made by Customer must contain the same copyright and other notices that appear on the original copy. Customer will not modify the Documentation related to the Client Side Software. Such Documentation may: (a) only be used to support Customer's use of the Client Side Software; (b) not be republished or redistributed to any unauthorized third party; and (c) not be distributed or used to conduct training for which Customer, or any other party, receives a fee. Customer will not copy any system schema reference document related to the Client Side Software.
3. **General Restrictions**. Except as provided in the Transaction Document and/or the Schedule, Customer will not and will not permit any other party to: (a) assign, transfer, give, distribute, reproduce, transmit, sell, lease, license, sublicense, publicly display or perform, redistribute or encumber the Client Side Software by any means to any party; (b) rent, loan or use the Client Side Software for service bureau or time-sharing purposes, or permit other individuals or entities to create Internet "links" to the Client Side Software or "frame" or "mirror" the Client Side Software on any other server or wireless or Internet-based device, or in any other way allow third parties to access, use, and/or exploit the Client Side Software; (c) use the Client Side Software, in whole or in part, to create a competitive offering; (d) charge a fee to any party for access to or use of the Client Side Software; (e) use the Client Side Software in a manner inconsistent with the Transaction Document and/or the Schedule.
4. **Derivative Works / Improvements**. Customer is prohibited from using the Client Side Software to create any change, translation, adaptation, arrangement, addition, modification, extension, upgrade, update, improvement, (including patentable improvements), new version, or other derivative work of or to the Client Side Software. Notwithstanding the foregoing, if any of the Client Side Software is provided to Customer in source code format (or any other format that can be modified), the Customer may modify such portion of the Client Side Software for the sole purpose of using the Client Side Software in accordance with the Transaction Document and/or the Schedule, and OpenText will solely own all modified portions and Customer will irrevocably assign to OpenText in perpetuity all worldwide intellectual property and any other proprietary rights in and to any modifications of the Client Side Software.
5. **Interfacing with Client Side Software**. Customer may not permit any software products not provided by OpenText to interface or interact with the Client Side Software, unless accomplished through the use of application program interfaces provided by OpenText.

6. **Verification**.

i. During the term of the Transaction Document and for 24 months after, Customer will maintain electronic and other records sufficient for OpenText to confirm that Customer's use of the Client Side Software has complied with the Transaction Document and/or the Schedule. Customer will promptly and accurately complete and return (within 30 days of OpenText request) any self-audit questionnaires, along with a certification by an authorized representative of Customer confirming that Customer's responses to the questionnaire accurately and fully reflect Customer's usage of the Client Side Software. OpenText may once per year audit Customer's records and computer systems (including servers, databases, and all other applicable software and hardware) to ensure Customer has complied with the Transaction Document. Customer shall cooperate with OpenText and promptly and accurately respond to, database queries, location information, system reports, and other reports requested by OpenText and provide a certification by an authorized representative of Customer confirming that information provided by Customer accurately reflects Customer's usage of the Client Side Software.

ii. Audits will be conducted during regular business hours and will not interfere unreasonably with Customer's business. OpenText will provide Customer prior notice of each audit. Such audit shall be scheduled as soon as reasonably possible but in no event more than 7 days subsequent to the notice. Customer will allow OpenText to make copies of relevant Customer records. OpenText will comply with all applicable data protection regulations.

iii. If Customer is not in compliance with the Client Side Software rights granted in the Transaction Document, Customer will be deemed to have acquired additional OpenText software licenses at OpenText's then-current license price to bring Customer into compliance, and Customer must immediately pay the applicable license fees, and support and maintenance fees for: (i) the period Customer was not in compliance with the Client Side Software subscription; and (ii) the first year support and maintenance fees on any additional Client Side Software, plus reasonable costs incurred by OpenText in performing the audit. Compliance with the Client Side Software terms and conditions is the sole responsibility of Customer.

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Schedule - OpenText™ Core Capture and Core Capture Services

This schedule is ancillary to the OpenText Cloud Platform Applications & Services Supplemental Terms to the OpenText Cloud General Terms & Conditions. Capitalized terms used in this schedule but not defined have the meanings given them in the Order or in the OpenText Cloud Platform Applications & Services Supplemental Terms or in the OpenText Cloud General Terms & Conditions.

Core Cloud Service	**OpenText Core Capture and Core Capture Services**
Description	Core Capture is a multi-tenant SaaS solution that automates content capture processes, reducing user intervention and creating machine readable files. Core Capture supports multi-step and distributed capture through a minimal web client installation and granular user permissions. Core Capture is strictly a front-end user interface that provides a user interface to Core Capture Services – Basic Imaging or Core Capture Services – Advanced Recognition. Core Capture Services - Basic Imaging is a set of RESTful services that provides capabilities to classify documents, extract key data and output a searchable file. Core Capture Services - Advanced Recognition includes machine-learning capabilities to improve capture process accuracy when learning data is provided back to the Core Cloud Service.
Provisioned Tenant(s)	One production tenant (Production tenant includes one each development, test, and production environment)
Available SKU's / Product Names	1. Core Capture (1000051407) - ECD Named Users. 2. Core Capture Services - Basic Imaging (1000051408) – ECD Pages Processed Per Year, where the quantity specified in the Order is the number of blocks of 1,000 ECD Pages Processed Per Year. 3. Core Capture Services - Advanced Recognition (1000051409) – ECD Pages Processed Per Year, where the quantity specified in the Order is the number of blocks of 1,000 ECD Pages Processed Per Year. .
Available Data Center Regions	The below data centers may be operated on OT an/or Google Cloud Platform: • North America (United States) • North America (Canada) • EMEA (European Economic Area) • Asia-Pacific (Australia)
Unit of Measure	Access and use of the Core Cloud Service described in this Schedule is measured by the following units of measure: 1. ECD Named Users. For each Subscription SKU identified with an ECD Named User unit of measure, usage and pricing is based upon the total number of unique named users or seats authorized to access the Core Cloud Service, whether such users are actively using the Core Cloud Service or accessing the Core Cloud Service at any given time. If an ECD Named User of the Core Cloud Service leaves the employ of the Customer, or moves into a role that doesn't require access to the Core Cloud Service, the seat does not have to be relinquished by the Customer, but can be reassigned to a different named user, and 2. ECD Pages Processed Per Year. For each Subscription SKU identified with an ECD Pages Processed Per Year unit of measure, usage and pricing are based upon the

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Core Cloud Service	OpenText Core Capture and Core Capture Services
	cumulative number of Pages processed per each twelve (12) month period (or portion thereof if the term is less than 12 months) beginning on the effective date of the Order or the anniversary thereof ("Annual Term") by the Core Cloud Service. In each Annual Term, Customer may use the Core Cloud Service to process a number of Pages no greater than the maximum number of ECD Pages Processed Per Year, as identified in the applicable Order. A "Page" is one side of a physical sheet of paper or the visual equivalent of a single sheet in the case of an electronic file, as measured by the Core Cloud Service and reported in the administration user interface as: (a) "Basic Image Services Pages" for Core Capture Services – Basic Image (1000051408) and as "Advanced Recognition Services Pages" for Core Capture Services – Advance Recognition (1000051409). All Pages processed through any environment provided to Customer as part of a purchased subscription are counted against the ECD Pages Processed Per Year allowed.
Overage	Access and use of the Core Cloud Services is limited to the quantities and Unit of Measure stated in the Order and the terms described herein. If such limitations are exceeded, Customer shall be invoiced and must promptly pay the requisite fees for the excess usage.
Client Side Software Components	PixTools (free download and install)
Application Specific Terms	1. Core Capture (1000051407) is an add-on SKU. Customer must also be simultaneously subscribed to either Core Capture Services – Basic Imaging (1000051408) or Core Capture Services – Advance Recognition (1000051409). 2. For the Core Cloud Services described in this Schedule, the total number of ECD Named Users and ECD Pages Processed Per Year required to be purchased equals the total number of ECD Named Users and ECD Pages Processed Per Year across all environments provided to Customer. 3. For the SKUs: Core Capture Services - Basic Imaging (1000051408) and Core Capture Services – Advanced Recognition (1000051409): In the event Customer does not use the purchased amount of ECD Pages Processed Per Year during each Annual Term, any unused Pages are lost and do not transfer or rollover from an Annual Term to a subsequent Annual Term.