opentext™

OpenText Flexible Credits

Handbook for subscribers to the OpenText Flexible Credits program

Overview

The Flexible Credits program described in this OpenText Flexible Credits Handbook (hereinafter referred to as "Handbook") is governed by the then-current version of the applicable Software Maintenance Program Handbook ("SMPH") and is an "Additional Program", as defined in the SMPH. In order to purchase Flexible Credits, an OpenText customer ("Customer") must be a subscriber, through the duration of the Flexible Credits program, to one of the OpenText Software Maintenance Programs. Capitalized terms referenced herein but not defined herein shall have the meaning assigned in the SMPH. Flexible Credit services also incorporate by reference the then-current version of the applicable [OT Professional Services Programs Agreement](#) (available upon request or at www. opentext.com/agreements, collectively referred to as "Handbook").

Customer's purchase of Flexible Credits or the commencement of performance shall constitute Customer's acceptance of this Handbook. In the event of any inconsistency or conflict between the terms and conditions of this Handbook and any other negotiated, signed agreement between OT and Customer, this Handbook shall prevail but only with respect to the OT Flexible Credits services to be provided hereunder.

Flexible Credits are an OpenText currency that provides Customer with a flexible way to purchase and receive short-term Support services.

This Handbook provides an overview of the types of Support services Customer can receive, instructions for redeeming Customer's credits, and policies for usage.

OpenText builds Support services tailored to Customer requests, as mutually agreed, using the core building blocks listed in the below table.

Core building blocks for Support services	Credits
Scheduled Standby for 4 hours outside business hours	2
1-day Remote Support	3
1-day Remote Support outside business hours	4
1-day On-site Support (2 days minimum)	5
1-day Onsite Support (outside business hours or less than 1-week notice)	6
Personalized Support (up to 10 hours over 2-week period, 9x5, remote)	10

How to Redeem Flexible Credits

After Customer has purchased Flexible Credits, the Flexible Credits may be redeemed for Support services up to 12-months from purchase. Customer(s) should plan far enough in advance so that the services can be delivered before the Flexible Credits expire.

When Customer determines what services are required, email FlexibleCredits@OpenText.com and include the following information:

Subject line: Flexible Credit redemption

Body of email:

- Country where service will be delivered, and state if in the USA
- Description of service being requested
- # of Flexible Credits being redeemed (if known)
- Requested start date for service
- Account Number / End User ID
- Contact name, email and phone number

A Premium Support manager will contact Customer to discuss needs and arrange for delivery.

Contact FlexibleCredits@OpenText.com for additional details.

Terms and Conditions

1. Flexible Credits may be purchased with Customer's initial software license purchase or any time thereafter.

2. Flexible Credits will expire 12 months after purchase or at the end of the Flexible Credits contract term, if longer.

3. Unused Flexible Credits will not be refunded and shall expire at the end of the Flexible Credits contract term or 12-month period, as applicable.

4. Unless otherwise stated, services will be provided between 8am and 5pm local time on local business days, excluding bank and local public holidays.

5. OpenText will use reasonable efforts to acknowledge receipt of Customer's initial Flexible Credit redemption request within 2 business days and to confirm delivery dates within 10 business days.

6. Work will begin at the earliest practicable date at which OpenText and Customer resources are available, or any other date as otherwise mutually agreed.

7. Customer and OpenText must cooperate in the advance scheduling of Services, recognizing that resource availability will vary. Scheduling is facilitated by a longer lead-time between the date the request is made and the date the requested service is needed by the Customer.

8. When OpenText receives a request for service, a Premium Support manager will discuss Customer's request and recommend what services may be provided for a specific number of Credits.

9. There may be limitations to which services are available for certain product areas.

10. Not all services are available in all countries.

11. Support services provided are associated with time scheduled with an OpenText resource, and are not tied to specific deliverables or objectives being met. It may be that the work Customer wishes to complete takes longer than our estimated time. In that situation, more time may be purchased through the redemption of additional Flexible Credits.

12. OpenText reserves the right to change the Flexible Credit services and the number of Flexible Credits required for those services. Please contact an OpenText representative for program updates.

13. Pricing for Flexible Credits varies by country.

14. The terms in this Handbook shall apply to the deliverables defined herein for the Flexible Credits program. Any additional services requested by Customer will require a separate agreement and be subject to OT's then-current price list at the time the additional services are requested.

15. OpenText and Customer shall cooperate in good faith to complete the services in a timely and professional manner. OpenText's ability to provide the services is dependent upon the active participation of, and access to, the appropriate Customer resources as may be required by OpenText and assigned by Customer during the performance of these services.

16. It is essential for OpenText to receive access to the required system(s) while performing work (both onsite and remotely). Customer must provide OpenText teams a method of secure remote connectivity to the dependent system(s).

17. Customer must ensure that appropriately skilled staff are available during OpenText activities to support the OpenText team. This support may include:

    a. Functional and technical clarification of incidents.
    b. Assigned management contact who will work co-operatively with OpenText.
    c. Facilitate systems access in the event of problems.

18. In the event that any changes are requested by Customer to the services, OpenText shall negotiate in good faith a modification to the number of Flexible Credits which may be required, and will not begin any work unless authorized by Customer in writing to do so.

19. OpenText reserves the right to charge for travel expenses or travel requested at less than 14-days notice.

Exhibit 1

This exhibit includes a description of short-term support services available for Flexible Credits. Customer's request may require more or fewer deliverables than the descriptions below. If Customer does not see a service that matches a need, contact OpenText at FlexibleCredits@OpenText.com to discuss what can be provided.

Technical Mentoring

An OpenText Premium Support expert will provide an informal white-board session to share knowledge with Customer's staff. The session may include an overview of best practices in administering the OpenText product, tips on how to leverage features and functionality of the product, advice on how to optimally maintain and configure the solution, techniques and tools to isolate problems quickly, or other topics at Customer's request.

Scheduled Standby

An OpenText Premium Support expert will be available remotely at a specific time and date, outside of business hours, while Customer performs updates or maintenance. Prior to the on-call period, Customer may speak with this expert for up to an hour to seek advice and to familiarize them with Customer systems and planned changes. During the on-call period, Customer may contact the expert with a target 30-minute response time.

Supportability Assessment

A supportability assessment is designed to help Customer prevent problems and minimize critical events. An OpenText Premium Support expert will perform a review and analysis of Customer's environment; looking at configuration, patch currency and other factors that affect stability and performance. When done, recommendations may be provided to optimize existing systems and to leverage best practices to avoid problems. This service

typically includes a remote kick-off meeting to initiate data gathering, followed by on-site time for a hands-on look at the environment and conversations with Customer's staff, ending with a discussion of recommendations and preparation and delivery of a report.

Onsite Assistance

An OpenText Premium Support expert will visit Customer's site to assist with tasks such as critical troubleshooting, configuration and maintenance, proactive advice, or other tasks as mutually agreed.

Remote Assistance

An OpenText Premium Support expert will work with Customer remotely, or connect to Customer's system to assist with tasks such as troubleshooting, configuration and maintenance, or other tasks as mutually agreed.

Product Planning

A product planning session is facilitated by an OpenText Premium Support expert to review the product roadmap to help Customer plan a software update strategy and practice to support Customer's effort to run a maintained, full feature version of the product. Product release schedules may be shared, patching practices may be reviewed to align to best practices, and feature and functionality differences between versions may be discussed.

Post-Implementation Hypercare

If a Customer is deploying or migrating an OpenText software solution, OpenText can assign a Premium Support expert to be available during the go-live period to respond to support issues that arise. OpenText will work in coordination with Customer's deployment team to receive assignment of and work on support requests, and will provide regular status reports to Customer's project lead,

Personalized Support

An OpenText Premium Support expert will work on a critical problem or work directly with Customer during a project.

Product Update Advice

An OpenText Premium Support expert will review Customer's update plan and may offer recommendations for improvement. The OpenText expert may educate Customer on best practices to help avoid common problems. The expert will then be available via Scheduled Standby as Customer performs the update to provide remote technical support in the event a problem arises. This does not replace the need for a Professional Services engagement to provide a comprehensive upgrade plan for large, complex upgrades, or to perform the upgrade for Customer.

For more information contact us at FlexibleCredits@OpenText.com

About OpenText

OpenText enables the digital world, creating a better way for organizations to work with information, on-premises or in the cloud. For more information about OpenText (NASDAQ/TSX: OTEX), visit opentext.com.

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