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Professional Services Delivery Terms (referred to below as "this PSA")

1. Definitions.

1.1 **"Affiliate"** means any entity directly or indirectly controlled by, controlling, or under common control with, OpenText or Customer (as applicable). Control shall exist through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the outstanding shares or other securities entitled to vote generally in elections of directors or similar officials. If an entity ceases to meet these criteria, it shall cease to be an Affiliate.

1.2 **"Customer"** means the end user organization which has obtained the Services for use in its internal business operations, and not for resale or distribution.

1.3 **"OpenText"** means OpenText Corporation or one of its Affiliates (as applicable).

1.4 **"PSA"** means these Professional Services Delivery Terms.

1.5 **"Services"** means consulting, installation, implementation, configuration and other professional services provided by OpenText to Customer.

1.6 **"Transaction Document"** or **"TD"** means an order form for the Services entered into by OpenText.

2. Scope of Services.

2.1 <u>Provision of Services</u>. OpenText shall perform the Services for the period agreed to by OpenText in a Transaction Document or change order. The manner and means used by OpenText to perform the Services are in the sole discretion and control of OpenText. OpenText may make use of subcontractors to perform any of its obligations under this PSA, but OpenText will remain responsible for the performance of its subcontractors.

2.2 <u>Customer Policies</u>. In advance of the relevant engagement, Customer shall provide OpenText with copies of any applicable Customer security or other policies. OpenText will not perform Services unless OpenText agrees to comply with such policies. OpenText will not be liable for any delays caused by time needed to review policies, or non-performance to the extent caused by OpenText inability to comply with any such policies.

2.3 <u>Fees; Schedules; Completion Dates</u>. Dates related to performance described in a Transaction Document are intended as an estimate only, and are not binding completion dates. Changes in scope or circumstances beyond OpenText's control may necessitate adjustment of previously provided fee and schedule estimates.

2.4 <u>Licensing of OpenText Software</u>. Under this PSA, OpenText is not providing or licensing to Customer any OpenText software programs or products, except for the deliverables ("**Deliverables**") specified in a Transaction Document. Customer may acquire licenses for other OpenText software products only under the terms of a separate software license agreement with OpenText or one of its authorized resellers.

2.5 <u>Customer Cooperation</u>. Customer and OpenText shall cooperate in good faith to complete the Services in a timely and professional manner. Customer acknowledges that failure to adhere to schedules or complete tasks within Customer's control, or failure to provide timely access to facilities, equipment, technology or complete and accurate information may delay completion of the Services and OpenText shall not be liable for any delays or inability to complete the Services to the extent caused by Customer's non-compliance with this Section.

2.6 <u>Right to Perform Services for Others</u>. Subject to OpenText's compliance with the confidentiality provisions stated herein, nothing in this PSA shall restrict or limit OpenText or any OpenText Affiliate from providing services which may be similar to the Services to any other entity in any industry.

3. Intellectual Property Rights and Ownership.

3.1 <u>Intellectual Property Rights</u>. OpenText and Customer will each retain all ownership rights to its previously existing intellectual property (including but not limited to trademarks, copyrights, patent rights, trade secrets, confidential or proprietary information, techniques, methods, software, technology, plans, designs, and business processes). OpenText will retain all ownership rights to any work product created in connection with the Services, including software, documentation, training or educational materials, inventions, innovations and developments ("**Work Product**"), excluding any of Customer's previously existing intellectual property contained in the Work Product.

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3.2 <u>License granted to Customer</u>. With respect to the Work Product or other OpenText-owned intellectual property provided, OpenText grants Customer a non-exclusive license for the sole purpose of allowing Customer to make use of the Services and Work Product for its own internal business purposes in the manner contemplated in the applicable Transaction Document. Such license is subject to Customer's payment of all fees and expenses for the Services.

4. Termination.

4.1 <u>Termination of the Services for Default</u>. OpenText may terminate the provision of the Services if Customer commits a material breach of this PSA, provided (i) OpenText provides Customer with written notice of breach and a thirty (30) day period to cure the breach ("**Cure Period**"), and (ii) Customer fails to cure the breach by the end of the Cure Period. Any termination of the Services shall be without prejudice to each right or remedy which OpenText may possess against Customer with respect to such default. OpenText shall be entitled to suspend provision of the Services until fees owed to it in respect of the Services, are paid.

4.2 <u>Effect of Termination</u>. Upon termination of the Services, Customer shall promptly return to OpenText all OpenText software.

5. Confidentiality. By virtue of the provision of the Services, each party (a "**Disclosing Party**") may disclose to the other party (a "**Receiving Party**") information that is confidential and otherwise proprietary ("**Confidential Information**"). Subject to the exceptions listed below, Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential or confirmed as confidential in writing within thirty (30) days of disclosure, as well as Deliverables, Work Product and any information that, due to the circumstances under which it is disclosed, a reasonable person would infer as confidential. Confidential Information does not include any information that: (a) is or becomes a part of the public domain through no act or omission of the Receiving Party; (b) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party by employees or agents without use of the Disclosing Party's Confidential Information. Each party agrees, for the term of the Services and for five (5) years after termination, to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties (other than professional advisers who are bound by appropriate obligations of confidentiality) unless authorized to do so by the Disclosing Party, and not to use such Confidential Information for any purpose except as expressly permitted hereunder. Each party agrees to take reasonable steps to protect the other party's Confidential Information to prevent such Confidential Information from being disclosed, distributed or used in violation of the provisions of this PSA. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent Confidential Information is required to be disclosed by the Receiving Party as a matter of law or by order of a court or by a regulatory body, provided that the Receiving Party (unless legally prohibited) promptly notifies the Disclosing Party so that it may seek an appropriate protective order. OpenText does not intend to have access to personally identifiable information ("**PII**") of Customer in providing services. To the extent OpenText has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. OpenText will use any PII to which it has access strictly for purposes of delivering the services ordered.

6. Miscellaneous Provisions.

6.1 <u>Non-Solicitation</u>. Customer agrees that at any point during the term of the related Transaction Document and for twelve (12) months thereafter, it will not, either directly or indirectly (for example, through a third party recruiter) solicit for employment or similar relationship, any employee or contractor of OpenText who has performed Services for Customer. The foregoing shall not apply if such individuals respond without Customer's encouragement to Customer's general recruitment activities including employment advertisements, job postings, or similar, provided they do not specifically target such individuals.

6.2 <u>Assignment</u>. Customer may not assign or transfer its subscription for the Services, in whole or in part, whether by operation of law, change of control or in any other manner, without OpenText's prior written consent.

6.3 <u>Force Majeure</u>. Except for (i) payment obligations, or (ii) any obligations relating to the protection of or restrictions applicable to the other party's Confidential Information or intellectual property, neither party shall be liable to the other or in breach of this PSA due to any failure or delay in performance of its obligations to the extent the failure or delay arises (and only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion,

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vandalism, adverse weather conditions, labor disputes or disruptions, epidemics, wars, national emergencies, civil disturbances, shortages of materials, actions or inactions of government authorities, terrorist acts, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause that is beyond the reasonable control of that party.

6.4   Export Laws. Services may be subject to export control laws of the United States, Canada, or other applicable countries. Customer agrees to comply strictly with all applicable export regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Services.

6.5   Third Party Rights. OpenText shall be a third party beneficiary to this PSA and entitled to enforce the terms of this PSA against Customer.