

1. Definitions.

1.1 “**Additional Services**” means services other than the Cloud Services that OpenText provides to Customer. 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, 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.

1.3 “**Agreement**” means the GTC and Supplemental Terms.

1.4 “**AUP**” means OpenText’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 OpenText.

1.5 “**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 OpenText.

1.6 “**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.

1.7 “**Cloud Services**” means the services provided by OpenText to Customer and delivered using cloud computing technology.

1.8 “**Confidential Information**” means any information disclosed by either OpenText or Customer (“**Disclosing Party**”) to the other (“**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.

1.9 “**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.

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

1.11 “**Documentation**” means the written user documentation provided or made available by OpenText to Customer relating to the Services.

1.12 “**GTC**” means these Cloud Services Use and Delivery Terms.

1.13 “**OpenText**” means OpenText Corporation or one of its Affiliates (as applicable).

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

1.15 “**Supplemental Terms**” means Services-specific terms and conditions or Services descriptions provided or made available by OpenText and which will apply to a given Services subscription; such Supplemental Terms may be (i) incorporated by reference in a document for the order of the Services, and/or (ii) notified by OpenText to Customer, and/or (iii) made available at www.opentext.com/agreements.

1.16 “**Services**” means the Cloud Services, Documentation, and Additional Services that OpenText provides to Customer.

2. Services.

2.1 OpenText will provide the Services to Customer pursuant to the Agreement.

2.2 In the event of any conflict or inconsistency among the GTC and the Supplemental Terms, the Supplemental Terms will prevail.

2.3 As necessary to reflect changes in its business, technology and service offerings, OpenText may change its rules of operation, access procedures, software, the Services, or the Documentation. OpenText 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, OpenText 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.

2.4 OpenText may employ its Affiliates and third parties worldwide in the performance of the Services, and OpenText shall remain primarily responsible in respect of those Affiliates.

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

3. Customer responsibilities.

3.1 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 OpenText'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.

3.2 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 OpenText'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. OpenText may suspend the Services without OpenText incurring liability for such suspension in order to support compliance with applicable law or to prevent damage to OpenText or to OpenText's other customers. Upon written notice to Customer, OpenText may require Customer's assistance in verifying usage of the Services in compliance with the terms of the Agreement.

4. Restrictions on use.

4.1 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.

4.2 Customer shall not: (i) resell the Services to third parties without OpenText'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 OpenText's or its third-party vendors' software that may be included in the Services.

4.3 Customer does not have any rights to Client Side Software or to any of OpenText'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.

4.4 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 OpenText.

5. Intellectual property.

5.1 As between OpenText and Customer, OpenText 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 OpenText reserves all rights to use, modify, and allow others to use such materials. OpenText grants Customer a nonexclusive and non-transferable subscription to use the foregoing materials in connection with the Services. Customer may not remove OpenText's copyright or other proprietary notices from the Documentation or any part of the Services.

5.2 As between Customer and OpenText, the Content belong to Customer, and OpenText makes no claim to any right of ownership in the Content. Customer represents and warrants to OpenText 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.

6. Content.

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

6.2 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 OpenText is not responsible for any disclosure of Content by any such third parties.

6.3 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 OpenText 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 OpenText's systems (e.g., a virus), OpenText reserves the right to protect OpenText's systems by suspending or limiting Customer's access and/or use of the Services until the matter is rectified.

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

6.5 With respect to the Content, any applicable retention period and/or any return service provided with the Services, will be specified in Supplemental Terms. OpenText 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 OpenText shall remain subject to the terms of the Agreement until such are deleted or returned pursuant to the terms of the Agreement.

7. Data protection.

7.1 Privacy Policy. OpenText will provide the Services in accordance with privacy and data protection laws, to the extent applicable to OpenText. OpenText's Privacy Policy is located at <https://www.opentext.com/about/privacy>

7.2 Technical and organization measures. If and to the extent that OpenText processes personal data on behalf of Customer in performing the Services: (i) OpenText shall implement reasonable and appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing; (ii) OpenText 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 OpenText to exercise their privacy rights relating to their personal data in respect of a named Customer, OpenText shall forward these requests to the named Customer's email address on file with OpenText as soon as reasonably practicable.

7.3 Personal data. If and to the extent that OpenText 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.

7.4 Security Reports. On Customer written request and where available, and provided Customer has entered into a confidentiality agreement with OpenText reasonably protecting OpenText, OpenText 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 OpenText's standard security controls as documented in a Shared Assessments Security Information Gathering form or similar summary document.

8. Termination of the Services by OpenText.

8.1 For cause. OpenText may suspend or terminate provision of the Services for material breach by Customer if the Customer fails to cure such breach within 30 days after written notice. For material breaches relating to the rights granted or restrictions in Sections 3 (Customer responsibilities), 4 (Restrictions on use), 5 (Intellectual property), 6 (Content), 7 (Data protection) or 9 (Confidentiality), no such cure period will be granted and such termination may be immediate. OpenText may also terminate provision of the Services (i) if Customer ceases the conduct of active business; (ii) 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 (iii) 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. Any such termination shall be without prejudice to any other rights or remedies which OpenText may have against Customer with respect to such default. 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 OpenText at law or in equity. OpenText may suspend or terminate provision of the Services if fees owed to it for provision of the Services are not paid following a reminder.

8.2 Actions upon termination. Upon any termination: (i) OpenText shall cease to perform the Services; (ii) Customer will immediately either return to OpenText or destroy all copies of (a) Documentation, and (b) Client Side Software; (iii) Customer and OpenText shall each destroy or promptly return all copies, partial copies, and any documentation or materials evidencing the other's Confidential Information; and (iv) return of Content shall be governed by Section 6 (Content) above.

8.3 Survival. The following provisions shall survive termination or expiration of the provision of the Services: Sections 3 (Customer responsibilities), 4 (Restrictions on use), 5 (Intellectual property), 6 (Content), 7 (Data protection), 9 (Confidentiality), and any provisions that by their nature should survive termination.

9. 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 6 (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.

10. Use of third-party cloud infrastructure. OpenText 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, OpenText 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, OpenText 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 OpenText or the 3rd-Party-CIP; or (iv) not under obligations of confidentiality reasonably acceptable to OpenText 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 OpenText. If OpenText 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.

11. Artificial Intelligence Technologies. The services and/or products provided by OpenText 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 11.5 below). Customer agrees to the following:

11.1 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.

11.2 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.

11.3 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 OpenText 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.**

11.4 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, OpenText 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.

11.5 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.

11.6 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.

12. Miscellaneous.

12.1 **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.

12.2 **Notice to law enforcement.** Notwithstanding any other term of this Agreement, Customer agrees that OpenText shall have a right to notify law enforcement if, during the performance of the Services, OpenText: (a) observes information that, in the opinion of OpenText, 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, OpenText may notify Customer of such evidence, and Customer agrees that OpenText has a right to discontinue or terminate performance of the Services, without liability or penalty.

12.3 **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 OpenText employees performing the Additional Services under this Agreement. The foregoing restriction shall not apply in the event Customer employs a current or former OpenText 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.

12.4 **Relationship of the parties.** The provision of such Services by OpenText will not be interpreted as conferring any authority or responsibility on OpenText with respect to such relationships or the establishment, continuation or binding effect of such terms.

12.5 Services Statistics. OpenText 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 OpenText 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.

12.6 Third party rights. OpenText shall be a third party beneficiary to the Agreement and entitled to enforce the terms of the Agreement against Customer.

12.7 Assignment. Customer may not assign or otherwise transfer any of its Services subscription rights or obligations under the Agreement, in whole or in part, without the prior written consent of OpenText. Any assignment in breach of this Section is null and void.

12.8 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 OpenText, without OpenText's prior written consent.

12.9 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.

12.10 Force Majeure. OpenText 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 OpenText's control. At times, the action or inaction of parties or systems not controlled by OpenText or other events beyond OpenText's control can impair, disrupt or delay OpenText's ability to provide the Services or Customer's ability to access the Services. OpenText disclaims, and Customer shall not hold OpenText 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 OpenText (collectively "**Force Majeure**").

12.11 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.