

These Commercial Hardware Terms of Sale ("**Terms of Sale**") govern the purchase of Hardware by Purchaser.

By placing an order using a Transaction Document referencing these Terms of Sale, or clicking "agree", or a similar acceptance button, for any purchase of Hardware (the first date on which any such action occurs, the "**Effective Date**"), Purchaser and the Open Text entity set forth on the applicable Transaction Document ("**OT**") are entering into a legally binding contract as of the Effective Date and Purchaser agrees to be bound by and abide by the terms of these Terms of Sale.

If you are entering into these Terms of Sale on behalf of a legal entity, you represent and warrant that you have the authority to bind such entity and its Affiliates to these Terms of Sale. If you do not have such authority, or if you do not agree with these Terms of Sale, you must not purchase any Hardware.

OT and Purchaser agree as follows:

1.0 Definitions

1.1 "Affiliate" means any entity controlled by, controlling, or under common control with a party to these Terms of Sale. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under these Terms of Sale.

1.2 "Claim" means claims, suits, actions, or proceedings brought against Purchaser in a court of competent jurisdiction in a Covered Country by a third party which allege an infringement of the third party's patent, copyright, or trade secret rights existing under the laws of the Covered Country.

1.3 "Confidential Information" means information, whether or not in physical form, all oral communications, documents and other information, disclosed by a party to the other which: (a) is by its nature or circumstances surrounding its disclosure is, or could reasonably be expected to be regarded as, confidential to the Disclosing Party; (b) is marked or otherwise designated "confidential" by the Disclosing Party; or (c) the Disclosing Party informs the Receiving Party is confidential or a trade secret.

1.4 "Covered Countries" means each contracting party to The Patent Cooperation Treaty (currently published at https://www.wipo.int/pct/en/pct_contracting_states.html) and "**Covered Country**" means one of them.

1.5 "Documentation" means user guides, operating manuals, and release notes in effect as of the date of delivery of the applicable Hardware, made generally available by OT.

1.6 "Fees" means all non-refundable fees payable by Purchaser to OT for the sale of the Hardware.

1.7 "Hardware" means physical devices sold to Purchaser by OT or a Reseller sourcing physical devices from OT.

1.8 "Purchaser" means the legal entity or individual taking title to the Hardware by purchasing the Hardware from OT or a Reseller subject to these Terms of Sale.

1.9 "Purchase Documents" means these Terms of Sale, the Transaction Document, and any other Documentation available at www.opentext.com/agreements, and any other documents provided by OT setting out permitted uses of the Hardware.

1.10 "Reseller" means an authorized OT reseller.

1.11 "Taxes" means the sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of the purchase of Hardware, under these Terms of Sale, except taxes imposed on OT's income.

1.12 "Transaction Document" includes: a) a written order schedule between OT and Purchaser (or a Reseller as applicable) which references these Terms of Sale, b) a quotation issued by OT and signed by the Purchaser (or Reseller as applicable), c) an invoice issued by OT, or d) any other document that references these Terms of Sale and is agreed to by OT in writing. If and to the extent of any inconsistency between two or more Transaction Documents, the priority of the Transaction Documents will be interpreted in the order listed above. All Transaction Documents are governed by these Terms of Sale.

2.0 Product Delivery

2.1 Shipment; Risk of Loss and Possession. Unless otherwise agreed in writing and signed by both parties, OT shall arrange for shipment of the ordered Hardware to the ship-to address indicated in the Transaction Document ("**Shipping Destination**"), through a common carrier designated by OT. Unless otherwise stated by OT in writing, possession of all Hardware passes to Purchaser (a) from all OT deliveries to the European Union and the United Kingdom are DAP to Shipping Destination and (b) all OT deliveries from outside the European Union and the United Kingdom are EXW OT's warehouse or, for drop shipments, EXW the manufacturer's warehouse (INCOTERMS 2023). OT's delivery dates are estimates only and subject to OT's timely receipt of supplies. OT is not liable for delays in delivery or for partial or early deliveries.

2.2 Acceptance. All Hardware will be deemed to be accepted upon delivery of the Hardware to the Shipping Destination. Purchaser will accept all deliveries of Hardware regardless of when those deliveries are made and regardless of whether the delivery is a partial delivery or made in full. Purchaser may not cancel any Transaction Document based on delayed or partial delivery. Purchaser shall notify OT within twenty-one (21) days of receipt of final delivery of Hardware where Purchaser believes any Hardware included in the Transaction Document is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the Documentation. Notwithstanding such acceptance, Purchaser retains all rights and remedies under the warranty terms stated below.

2.3 Title. Title in the Hardware shall pass to Purchaser once OT has received payment in full, including of all applicable delivery charges. If OT fails to deliver the Hardware, OT's liability is limited to the cost of obtaining replacement Hardware of a similar description and quality. Notwithstanding the foregoing, OT will not be liable to the extent that any failure to deliver was caused by force majeure (as described in Section 12.5 of these Terms of Sale), or because Purchaser failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of Hardware.

3.0 Ordering Hardware

3.1 Orders. The Hardware must be identified on a Transaction Document acceptable to OT.

3.2 Invoicing and Payment. OT will invoice Purchaser for Fees and Taxes upon delivery of the Hardware. All Fees and Taxes due to OT by Purchaser are due and payable within thirty (30) days upon Purchaser's receipt of an invoice from OT in the currency specified in the Transaction Document. Fees do not include Taxes which are the responsibility of Purchaser. If OT is obligated to pay Taxes on behalf of Purchaser, Purchaser will reimburse OT in full promptly following receipt of OT's invoice. All Fees and Taxes due to OT which are not paid in full within thirty (30) days following its due date will bear interest at a rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less, on the unpaid portion until fully paid.

3.3 Purchaser Affiliate Orders. Purchaser's Affiliates that order Hardware are bound by the terms and conditions of these Terms of Sales if it were the Purchaser. Purchaser and its Affiliates are jointly and severally liable to OT for any breach of these Terms of Sale.

3.4 OT Affiliate Orders. OT Affiliates may fulfill orders pursuant to a Transaction Document in which case the OT Affiliate is bound by all of the terms and conditions of these Terms of Sale as if it were OT.

4.0 Warranty

The applicable "**Hardware Warranty**" for the Hardware shall be stated on the Transaction Document and shall be for the stated duration on the Transaction Document (the "**Hardware Warranty Period**"). All warranty claims shall be time-barred if not raised during the Hardware Warranty Period. At least thirty (30) days prior to the expiration of the then current Hardware Warranty Period, OT may contact Purchaser with an offer to extend the Hardware Warranty for an additional period of time as determined in OT's sole discretion. Purchaser acknowledges and agrees that OT is under no obligation to offer to extend the Hardware Warranty and that any extension of the Hardware Warranty is subject to payment of the applicable additional fees by Purchaser.

5.0 Warranty Limitations

5.1 Pass Through Warranties. Purchaser acknowledges that OT is not the manufacturer of the Hardware. To the extent legally and contractually permitted, OT shall pass through to Purchaser any transferable Hardware warranties, indemnities, and remedies provided to OT, including those for intellectual property infringement.

5.2 No Other Warranties. OTHER THAN THE WARRANTIES SET FORTH IN SECTION 4.0, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OT AND ITS AFFILIATES: (I) MAKE NO OTHER EXPRESS WARRANTIES; (II) DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; AND (III) DISCLAIM ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE. OT makes no independent warranty with respect to services performed by OT or any third party. No information or suggestions (oral or in a record) given by OT, its agents, Affiliates, suppliers, employees, or agents, shall create a warranty or condition or expand the scope of this Hardware Warranty. Unless otherwise stated in a written agreement between OT and Purchaser, OT makes no representation or warranty with respect to any software installed on the Hardware and will have no liability in connection therewith.

5.3 Sole Remedy. Purchaser's sole remedies for breach of OT's Hardware Warranty are, at OT's sole choice: (i) repair of the Hardware; (ii) replacement of the Hardware; or (iii) refund of Purchaser's purchase price for the Hardware. The applicable Hardware Warranty Period is not extended if OT repairs or replaces warranted Hardware or any parts thereto.

6.0 Returns

6.1 Returns Procedure. Purchaser may make warranty claims to OT only with a return material authorization ("RMA") number issued by OT. Purchaser must notify OT by calling technical support describing Hardware defects discovered through normal use within the Hardware Warranty Period. OT will only issue an RMA if the defect is created

solely by OT or the original manufacturer, and only if Purchaser meets the notice requirement. Upon receiving the RMA, Purchaser must return the Hardware to OT in compliance with OT's instructions in the RMA, including in original shipping cartons or equivalent, along with acceptable proof of purchase. Purchaser shall pay the replacement cost for any parts that are returned to OT later than thirty (30) days after issuance of an RMA.

6.2 Returns Exceptions. OT will not grant RMAs for damage, shortage, or other discrepancy created by Purchaser, the carrier or freight provider, or any other third party; provided, however, OT will grant RMAs for damages or shortages arising prior to receipt of title by Purchaser for the Hardware even where such damage was caused by a carrier or freight provider. OT may assess all Hardware returned by Purchaser via RMA. If OT determines such Hardware is not eligible for return, OT will send such Hardware back to Purchaser on freight collect basis or hold such Hardware for Purchaser's collection and on account at Purchaser's expense.

7.0 Restrictions on Use of Hardware Device

The Hardware is not for use in life support systems, human implantation, nuclear facilities, or any other application where the Hardware's failure could lead to loss of life or property damage. If Purchaser uses the Hardware for use in such applications, Purchaser acknowledges that (a) any such use or non-compliance is at Purchaser's sole risk, (b) OT and its suppliers are not liable, in whole or in part, for any claim or damage arising from such use, and (c) Purchaser shall indemnify, defend and hold OT, its licensors and suppliers harmless from any claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use, including if applicable: (i) OT's compliance with Purchaser's designs, specifications, or instructions, (ii) modification of any Hardware by anyone other than OT, or (iii) use of the Hardware in combination with other products or in violation of this section.

8.0 Environment Compliance

Where applicable, Purchaser is responsible for all obligations and liabilities under the European Union's (i) Waste Electrical and Electronic Equipment Directive (2012/19/EU), (ii) Packaging Waste Directive (94/62/EC), and (iii) Batteries Directive (2006/66/EC), all as amended and all related national implementation measures in effect from time to time.

9.0 Purchaser Default

If Purchaser defaults on any payment, OT may reschedule or cancel any outstanding Transaction Document, or portion of any Transaction Document, and declare all outstanding invoices due and payable immediately. OT hereby reserves, and Purchaser hereby grants to OT, a purchase money security interest in any Hardware for which the Fees have not been received by OT prior to shipment. This interest will be satisfied by payment in full of the Fees for the Hardware and any related shipping costs. Purchaser hereby appoints OT as its attorney in-fact to execute, on Purchaser's behalf and in Purchaser's name, financing statement and other instruments to perfect OT's security interest in the Hardware.

10.0 Support Services

Standard support of Hardware includes: (i) assistance related to questions on the installation and operational use of the Hardware; (ii) identification of Hardware-related issues; and (iii) facilitating engagement of the Hardware manufacturer, which is responsible for providing support for all Hardware-related issues in accordance with the terms of such Hardware manufacturer's support terms and conditions. OT is not responsible for updating or upgrading operating systems used with the Hardware.

11.0 Limitation of Liability

11.1 EXCLUSION OF DAMAGES. NOTWITHSTANDING ANY BREACH BY OT OF THESE TERMS OF SALE, OT IS NOT LIABLE TO PURCHASER OR TO ANY OTHER PARTY FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST OR CORRUPTED DATA, OR REPROCUREMENT AMOUNT.

11.2 LIMITATION OF LIABILITY. OT'S AGGREGATE LIABILITY TO PURCHASER WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO OT UNDER THE RELEVANT TRANSACTION DOCUMENT. THE PARTIES WOULD NOT HAVE ENTERED INTO THESE TERMS OF SALE WITHOUT THIS SECTION.

11.3 DISCLAIMER. THE LIMITATIONS IN SECTIONS 11.1 AND 11.2 APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, EQUITY, AT LAW, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF OT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF PURCHASER'S REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. IF THE APPLICATION OF THIS SECTION IS LIMITED BY LAW, OT'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

12.0 Miscellaneous

12.1 Confidentiality. Each disclosing party (a "Disclosing Party") may disclose to the other party (a "Receiving Party") any Confidential Information. Each Receiving Party agrees, for the period of these Terms of Sale and for three (3) years after such period, to hold the 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 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 Receiving Party agrees to take reasonable steps to protect the Disclosing Party's Confidential Information to ensure that such Confidential Information is not 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: (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 without confidentiality obligation 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; (d) is independently developed by the Receiving Party by employees or agents without access to the Disclosing Party's Confidential Information; or (e) 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 promptly notifies the Disclosing Party (where lawfully permitted to do so) so that Disclosing Party may intervene to contest such disclosure requirement and/or seek an appropriate 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 12.1.

12.2 Independent Contractors. OT and Purchaser are independent contractors. Neither party has any authority to bind the other in any manner.

12.3 Waiver, Amendment, Assignment. Any amendment of these Terms of Sale must be in writing and signed by both parties. Purchaser may not assign, transfer, or sublicense any portion of its interests, rights, or obligations under these Terms of Sale by written agreement, merger, consolidation, change of control, operation of law, or otherwise, without the prior written consent of OT. Neither party will be deemed to have waived any of its rights under these Terms of Sale by lapse of time or by any statement or representation other than by a written waiver by a duly authorized representative. No waiver of a breach of these Terms of Sale will constitute a waiver of any prior or subsequent breach of these Terms of Sale. An assignment in contravention of this subsection will be null and void. Except to the extent identified in this subsection, these Terms of Sale will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

12.4 Governing Law. These Terms of Sale are governed by the laws of the State of Delaware, excluding (a) its conflicts or choice of law rules, and (b) the United Nations Convention on Contracts for the International Sale of Goods. Except for a request by OT for injunctive or other equitable relief, any dispute arising out of these Terms of Sale will be subject to the exclusive jurisdiction of the courts located in the State of Delaware. The prevailing party in any litigation related to these Terms of Sale will be entitled to its reasonable attorneys' fees and court costs.

12.5 Force Majeure. Except for payment and confidentiality obligations neither party is responsible for any delay or failure in performance of these Terms of Sale to the extent due to causes beyond its reasonable control.

12.6 Severability. If any provision of these Terms of Sale is deemed contrary to applicable law or unenforceable by a court of competent jurisdiction, the provision will be severed from these Terms of Sale and all remaining provisions will continue in full force.

12.7 Export Laws. The Hardware may be subject to export control laws of the United States or other countries. Purchaser agrees to comply strictly with all applicable export regulations, including, but not limited to: (a) the Export Administration Regulations maintained by the U.S. Department of Commerce and (b) 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 Hardware in a manner that breaches or facilitates the breach of such regulations. Purchaser has the responsibility to obtain any licenses required to export, re-export, or import the Hardware, including deemed exports. The Hardware shall not be used by anyone: (i) located in U.S. embargoed countries or by any Foreign National of a U.S. embargoed country; (ii) included on the U.S. Treasury Department's list of Specially Designated Nationals; or (iii) the U.S. Department of Commerce's Denied Persons or Entity List. By using the Hardware, Purchaser represents and warrants that neither Purchaser nor any person provided access to the Hardware by Purchaser is located in any such country or on any such list.

12.8 Press Release. OT may include Purchaser's name in a list of OT customers, whether online or in promotional materials.

12.9 Attribution Notices. Purchaser will not remove, modify, obscure, resize, or relocate any ownership, attribution, or branding notices on the Hardware.

12.10 Entire Purchase Agreement. The Purchase Documents set forth the entire agreement between the parties with respect to this subject matter and supersede all other related oral and written agreements and communications between the parties. Neither party has relied upon such other agreements or communications. Notwithstanding any purchase order accepted by OT, any purchase order terms which purport to amend or modify terms of the Purchase Documents, or which conflict with the Purchase Documents are void and shall have no legal effect notwithstanding the fact the purchase order terms being later in time or OT issuing an invoice to Purchaser after receiving such purchase order from Purchaser. Where Purchaser purchases the Hardware directly from OT, not providing a purchase order does not relieve Purchaser from the responsibility to make timely payments as set forth in these Terms of Sale.

12.11 Third Party Rights. These Terms of Sale do not confer a benefit on, and is not enforceable by, any person or entity who is not a party to these Terms of Sale.

12.12 Legal Review and Interpretation. Both parties have had an opportunity for legal review of the Purchase Documents. The parties agree that the Purchase Documents result from negotiation between the parties. The

Purchase Documents will not be construed in favor of or against either party by reason of authorship. The headings used in these Terms of Sale are for convenience only. The term section refers to all subsections below a section heading (i.e. 3.0) and the term subsection refers to sequentially numbered subsections following a section (i.e. 3.1).

12.13 Notices. Any notice under these Terms of Sale that must be given by a party in writing is deemed effective when sent either: (a) via certified or registered mail, postage prepaid, or (b) via express mail or nationally recognized courier service to the other party's address specified in these Terms of Sale or on the most recent Transaction Document. Notices to OT will also be sent to OT's general counsel at 385 Interlocken Crescent Suite 800 Broomfield, CO 80021 USA.