



Schedule 7A1

Master Order Form for Standard Goods and Services – Direct Award

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for Enterprise Level Information Communication Technology (ICT) Digital Technology Solutions 2023 (ComIT 3 – Complete IT 3) (reference number: 2023/S 000-007857) dated 2nd January 2024.

The Authority	Transport for London (TFL) , 5 Endeavour Square, London, E20 1JN
The Supplier	Specialist Computer Centres PLC with company number 01428210 whose registered office is at James House, Warwick Road, Birmingham, B11 2LE
HealthTrust Europe Contract Reference	HTE-011009
SCC Contract Reference	OR-0030753

The Supplier and the Participating Authority hereby agree as follows:

- 1** The Participating Authority wishes to enter into a Contract in respect of the Services pursuant to the framework agreement between Health Trust Europe LLP and Supplier dated 02.01.2024 (the “Framework Agreement”).
- 2** The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) The Specification of the Participating Authority’s requirements as appended at Appendix 1 overleaf;
 - (b) the Contract Price, as appended at Appendix 2 overleaf; and
 - (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).

- 3 Where the Call-Off Terms and Conditions set out at **Error! Reference source not found.** of Appendix A to the Framework Agreement apply, the Participating Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:

- (a) The Participating Authority acknowledges and agrees that the Supplier is subject to an activity based income (ABI) management charge in relation to any Orders placed by the Participating Authority under the Framework Agreement.
- (b) The Participating Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.

- 4 The Commencement Date of the Contract shall be **1st April 2024**

The Term of this Contract shall be **two (2)** years from the Commencement Date and may be extended in accordance with Clause 15.2 of Schedule 2 provided that the duration of this Contract shall be no longer **than seven (7)** years in total.

5 **Data Protection**

This Clause 6 only applies if this box is checked ☐

The Participating Authority and the Supplier acknowledge and agree that it is their responsibility to carry out a data protection impact assessment ("DPIA") in accordance with the Data Protection Legislation, and provided the DPIA confirms that the Supplier's systems and processes adequately provide the necessary guarantees to implement appropriate technical and organisational measures to comply with the Data Protection Legislation, they shall enter into the relevant data protection agreement.

The parties further acknowledge and agree that HealthTrust Europe will not be involved in or be responsible for the conduct of DPIAs and the supply of any data protection agreements (including a data protection protocol) required for Processing Personal Data under the Contract. For the avoidance of doubt, HealthTrust Europe accepts no responsibility in relation to any issues or claims related to the Processing of Personal Data by the Supplier for the Authority in pursuance of the Contract

The parties warrant that they have read, understood and agree to the data protection provisions set out in Schedule 3 (Information and Data Provisions) of the Call Off Terms and Conditions.

The parties agree to comply with the Data Protection Protocol set out within Appendix 13.

6 Not Used

7 Not Used

8 The payment profile for this Contract shall be ***Annually in advance***.

9 The Participating Authority may terminate this Contract forthwith by notice to the Supplier at any time on ***one months written*** notice. Such notice shall not be served within two (2) years of the Commencement Date.

10 The Services shall be provided and Goods delivered by the Supplier at the Premises and Locations set out in Purchase Orders

11 The Contract Managers at the commencement of this Contract are:

11.3 for the Participating Authority:

REDACTED

11.3 for the Supplier:

REDCATED

12 Notices served under this Contract are to be delivered to:

12.3 for the Participating Authority:

REDCATED

12.3 for the Supplier:

REDCATED

13 Intellectual Property Rights

The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification, shall be owned by the Participating Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract.

The Authority grants permission for the Supplier to Sub-contract specific obligations under this Framework Agreement. This shall not impose any duty on the Authority to enquire as to the competency of any authorised Sub-contractor. The Supplier shall ensure that any authorised Sub-contractor has the appropriate capability and capacity to perform the relevant obligations and that the obligations carried out by such Sub-contractor are fully in accordance with the Framework Agreement.

14 Not Used

15 Not Used

16 Any changes to this Contract, including to the Services and Goods, may only be agreed in accordance with the Change Control Process set out in Appendix 3 overleaf.

17 Not Used

18 Not Used

19 Not Used

20 Not Used

21 The EULA applicable to the relevant Software Product, as stipulated by the Manufacturer of that Product is appended at Appendix 9.

22 Not Used

23 Not Used

24 Not Used

25 In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

The following Appendices are incorporated within this Contract:

Appendix 1	Participating Authority Specification
Appendix 2	Contract Price
Appendix 3	Change Control Process
Appendix 4	Not Used
Appendix 5	Not Used
Appendix 6	Not Used
Appendix 7	Not Used

Appendix 8	Not Used
Appendix 9	Software and End User License Agreement (EULA)
Appendix 10	Not Used
Appendix 11	Sub-contractors
Appendix 12	Not Used
Appendix 13	Not Used

Signed by the authorised representative of THE PARTICIPATING AUTHORITY

Name:	REDCATED	Signature :	REDCATED
Position:	REDCATED	Date:	REDCATED

AND

Signed by the authorised representative of THE SUPPLIER

Name:	REDCATED	Signature :	REDCATED
Position:	REDCATED	Date:	

Appendix 1

Specification

1.

(a) Each party undertakes that it shall not at any time during this AOW, and for a period of five years after termination of this AOW, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs, except as permitted by paragraph (b) below or as required by applicable law.

(b) Each party may disclose the other party's confidential information:

a. to its employees, officers, representatives, subcontractors or advisers (and those of its affiliates) who need to know such information for the purposes of carrying out the party's obligations under this AOW. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers (and those of its affiliates) to whom it discloses the other party's confidential information comply with this clause: and

b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

(c) neither party shall use the other party's confidential information for any purpose other than to perform its obligations under this AOW.

2. Both parties will comply with all applicable requirements of the UK Data Protection Legislation and any other applicable European Union legislation relating to personal data and all other applicable legislation and regulatory requirements which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

General Overview

At the Customer's reasonable request during the term of this AOW, consultants from OT's Professional Services organization ("Consultants") will provide consultancy services to assist Customer as described below.

All engagements under this AOW are on a "time and materials" basis.

Term of AOW

This AOW shall automatically expire [6 months] after its execution unless the parties agree otherwise in writing.

Section 2: Description of Services [Scope of Work (SOW) for TfL]

OT and Customer agree that the following objectives should be met in order to successfully complete the Services for End Customer, **Transport for London (TfL)**.

Project Title: **Implementation of OpenText Core Capture and VIM Foundation – Fastrak (VIM-X)**

Using OT's proprietary methodologies and project management practices, OT's Consultants will leverage their implementation experiences and practices to assist Customer with the following Services for Transport for London (TfL):

<Background>

Objectives to be Accomplished

Open Text and Customer agree that the following objectives should be met in order to successfully complete the Services:

OpenText Professional Services to assist with a rapid deployment, implementation, and configuration, of Core Capture for SAP and related Vendor Invoice Management (VIM) components, integrated with Customer's on-premise SAP ECC system in accordance with OpenText Professional Services Fastrak implementation approach.

The implementation will be based on OpenText standard installation approach and a functional best practice configuration of the OpenText Core Capture for SAP and required VIM components [referenced in this SOW as 'VIM Foundation / VIM-X'].

Customer's main business case for this initial project is primarily to deploy the capture solution to help AP Clerks not having to manually (as they currently do) enter the invoice data to the system. Customer requirements on the capture fields are included in the Scoping Assumptions section in this SOW.

Out of the box, the scope for VIM-X configuration will include:

- Incoming email channel (PDF invoices)
- Capturing of invoice data using Core Capture for SAP
- Standard VIM Reports included under VIM-X

For further details on the scope and work breakdown structure, please refer to Section 2 below.

High-level Scope of Implementation Services:

<Scope and Description of Services>

In support of the Customer requirements, Open Text will render to Customer, on behalf of Transport for London (TfL), the following Services and Deliverables on a Time and Materials (T&M) basis:

OpenText will deliver a total of 810 hours (108 days) distributed across the following resource profiles/disciplines:

- 510 hours (68 days) of Technical Consultancy
- 112.5 hours (15 days) of Project Governance, Control and Management
- 112.5 hours (15 days) of Contingency for various consulting activities
- 75 hours (10 days) of Consulting Services on Knowledge Transition

PLEASE NOTE THAT ASSOCIATED SERVICES ESTIMATES ARE BASED UPON OT SERVICES DELIVERY OF PROJECTS SIMILAR IN NATURE. DETAILED REQUIREMENTS SPECIFIC TO CUSTOMER, DETERMINED THROUGH THE DELIVERY OF SERVICES, MAY RESULT IN CHANGES TO DELIVERABLES AND/OR ESTIMATES. ANY CHANGE IN THE ANTICIPATED SCOPE, TASKS OR DELIVERABLES WILL BE MUTUALLY AGREED UPON BY THE PARTIES IN WRITING PRIOR TO INITIATING THE CHANGE, FOLLOWING OT'S STANDARD CHANGE REQUEST PROCEDURES DESCRIBED IN PROJECT CHANGE CONTROL PROCEDURE LATER IN THIS DOCUMENT.

The table below provides the detailed Work Break Down Structure (WBS) and the estimated efforts. Activities that are not included in the estimates are marked as out of scope but can be requested through Change Control.

Phase	Nr	Brief Task Description	Estimation of efforts in days	Task Deliverable / Output
Architecture	1	Initiate		
	2	Project kick off, creation of high-level project schedule & team onboarding	2	Project kick off, align all members with goals of project and customer, test system access.
	3	Architecture	2.5	

Phase	Nr	Brief Task Description	Estimation of efforts in days	Task Deliverable / Output
	4	Landscape assessment	Not in scope	Technical Assessment - on the landscape and Archive Server: is Customer's responsibility, however, if required, Customer will provide details on level of support and input required from OT. Effort required will be covered from the provision of consulting time
	5	Archive Center data migration plan	Not in scope	As above
	6	Assistance with environment preparation/pre requisites/technical architecture, including compatibility check		Assist customer to determine technical/Installation pre-requisites
Build				
	1	Pre-build - Development	7.5	
	2	Archive Center Installation (Non-Production)	Not in scope	
	3	OCR recognition server (IC4S) connectivity to Cloud (pre-Production)		TfL SAP server communicating with OCR component
	4	Assist Customer Basis with installation of VIM Foundation in SAP ECC (Development)		Standard config that will be covered by Customer's SAP Basis team
	5	Assist Customer Basis with installation of VIM in SAP ECC (Development)		Standard config that will be covered by Customer's SAP Basis team
	6	VIM Foundation post-installation activities		
	7	Organizational integration of VIM Roles		Assume standard ABAP Security Roles as part of VIM Foundation transports deployed.
	8	VIM post-installation activities & Archivelink configuration		After Customer has Installed all ABAP Packages, Post Installations steps have to be performed according to Installation Guide
	9	Installation documentation	Not in scope	Not included as OpenText will not be performing installations
		Deployment	5	
	10	VIM-X deployment to Customer system and removal of exceptions		

Phase	Nr	Brief Task Description	Estimation of efforts in days	Task Deliverable / Output
	11	OCR recognition server (IC4S) baseline configuration		Create generic OCR recognition templates for one PO and one non-PO
	12	Smoke test (0.5 days each VIM/OCR)		
	13	Unit test (deployment)	2	
	14	Unit test & contingency for issue resolution		Solution deployed in Customer's DEV/TEST system and ready for AP team to gain access to the system and process test invoices
	15	Design	6	
	16	Preparation for workshops		
	17	VIM Hands-On Session	3	Provision of 3 days for VIM / OCR hands-on for user support as a pre-Design but post pre-Build activity
	18	Solution design workshops (OCR)		Design Workshops delivered
	19	Writeup of functional design document		Functional Design Document (FDD)
	20	[Optional] presentation session of draft design		
	21	Provision for design update following comments and sign-off		Final FDD document provided for Customer and OpenText, mutual acceptance
	22	Installations & baseline configuration - Development	2	
	23	Enterprise Scan reference installation & baseline config	Not in scope	Customer is not using scan stations any more. Assume no requirement for paper scanning hence not in scope. PDF copies are processed via email.
	24	Provision for inbound email configuration		
	25	Organizational integration of VIM Roles		Assume standard ABAP Security Roles as part of VIM Foundation transports deployed. Option: Can be covered under Pre-Build
	26	Build of configurations	5	
	27	Provision for IC4S profile configuration		
	28	Provision for VIM configuration		
	29	Provision for configuration of Fiori approval app	Not in scope	Not required by Customer

Phase	Nr	Brief Task Description	Estimation of efforts in days	Task Deliverable / Output
	30	Standard VIM Reports configuration	From VIM-X	Such as VIM Analytics, Key Process Analytics, Automation Report (OCR performance)
	31	Provision for supporting Customer packaging of OCR validation client		
	32	Unit test (customisations)	3	
	33	Unit test & contingency for issue resolution & related documentation		
Accept				
	1	Installations & baseline configuration - QA	4.5	
	2	Enterprise Scan installation	Not in scope	
	3	OCR recognition server (IC4S) installation (QA)	Not in scope	
	4	Assist Customer Basis with installation of VIM Foundation in SAP ECC (QA)	Not in scope	
	5	Assist Customer Basis with installation of VIM in SAP ECC (QA)	Not in scope	
	6	VIM Foundation post-installation activities		
	7	VIM post-installation activities		
	8	IC4S/OCR cutover effort		
	9	Client Acceptance (Testing Support)	8	
	10	Knowledge transfer - conduct KT sessions (timeboxed to 1 day (0.5day prep. 0.5 day workshop)		
	11	Provision for discussion and Integration test co-ordination	Not in scope	
	12	Provision for supporting Customer UAT planning & script review	3	Provision of 3 days towards assistance to Customer on testing and performance; building invoice training data
	13	Provision for issue resolution during customer testing.		
	14	Documentation update following UAT	Not in scope	OT to document changes, if any, to the original design; highlighting changes that could be subject to Change Control

Phase	Nr	Brief Task Description	Estimation of efforts in days	Task Deliverable / Output
	1	Installations & baseline configuration - Production	5	
	2	Archive Center Installation (Production)		
	3	Enterprise Scan installation	Not in scope	
	4	OCR recognition server (IC4S) installation (Production)		
	5	Assist Customer Basis with installation of VIM Foundation in SAP ECC (Production)	Not in scope	
	6	Assist Customer Basis with installation of VIM in SAP ECC (Development)	Not in scope	
	7	VIM Foundation post-installation activities		
	8	VIM post-installation activities		
	9	Installation documentation		Configuration screenshots
	10	Cutover (Production)	9.5	
	11	Regression Testing (conducted in Test or cutover, and owned by Customer)	Not in scope	Customer Responsibility
	12	Provision for cutover planning & discussion with Customer		
	13	Cutover 1 day each for 2 consultants (at weekday rate)		Assume weekday; but potential for weekend go-live. If the latter, then additional fees will apply for Weekend / Out of Hours working
	14	Go-live day OCR assistance		
	15	Go-live day VIM assistance & Production background job scheduling		
	16	Post Go Live / Hypercare Support (post go-live)		Provision of 5 days to be used on a scheduled basis post go-live
Governance				
	1	OpenText Project Management (Project Controls, Scheduling, Risk Management, Weekly reports)	15	
	2	OpenText Technical Lead	Not in scope	Not included but recommended
	3	Provision of consultancy time (to be used, upon prior agreement between Customer and OpenText) on various activities listed →	15	Intended to be used towards e.g.:
				2 days - Technical Support on landscape and Archive Server,
				2 days Support for Regression Testing,
				5 days - Hypercare

Phase	Nr	Brief Task Description	Estimation of efforts in days	Task Deliverable / Output
				2 days Service Transition/Handover to BAU; however, can be used as needed by Customer
				4 days – additional UAT support and defect fixing
	4	Provision of Training Consultancy (ideally prior to Client Acceptance testing)	10	Intended to be used towards e.g. training/knowledge transition especially pre-UAT and overall user training. Provision of time to be used, upon prior agreement between Customer and OpenText)
		Estimated Effort in Days	108	

Table 1 – Project Effort Work Breakdown Structure (WBS)

Project Progress Reviews

- The OT Project Manager will meet the Customer stakeholders on an agreed regular basis to review the project progress and achievements over the last period at a frequency no more than once in 2 weeks, to provide confidence to the Customer that the project is progressing as per the plan.
- In addition, at appropriate checkpoints (to be agreed) the functionality implemented to date will be demonstrated to the key business users, enabling a better adoption of the end solution by the business.

Customer Requirements – OCR Fields

Non PO capture

Invoice reference	
Invoice date	
Item price	
Qty	
Line items	
Currency	
Sort code	
Account	
Company registration/ VAT registration	
Supplier name/ post code	
VAT rate	
VAT amount	
Total Amount	
Business Contact	
Payment terms	
Bill To Address	
Missing any mandatory information/ field	flag for review

PO Capture

Invoice reference	
Invoice date	
PO number	
Item price/ Unit	
Qty	
Line items	
Currency	
Account	
VAT amount	
Total Amount	
Shipping/ P&P	
Sort code	
Company registration/ VAT registration	
Supplier name/ post code	
VAT rate	
Payment terms	
Bill To Address	
Missing any mandatory information/ field	flag for review

Scoping Assumptions

- The implementation is based on FasTrak approach, the workshops will be limited to presentation of the best practices design, collecting the information for the Customer specific configuration parameters, and identifying and recording any deviations from the FasTrak designs. Any specific changes that the Customer might like to include in the implementation will be addressed through Change Control procedure.
- OT assume Customer no longer has any legacy versions of VIM installed in any SAP system.
- Customer have an archivelink-compliant server which is operating correctly and is linked to all SAP environments. OpenText will not configure any archiving beyond linking VIM document types (referred in VIM as doctypes) to the existing archive.
- 2 OCR environments are in scope (Non-Production and Production). The Non-Production OCR server will be linked to SAP DEV and QA. The Production OCR environment will be linked to SAP PROD only.
- 3 SAP environments are in scope: DEV, QA and Production. Note: If Customer require a 4th SAP environment, (e.g. SAP Regression) There will be additional effort required to cover related configuration work and smoke testing. If a 4th SAP environment is needed OpenText will link it to the Non-Production OCR environment.
- Server set up by customer and all Software Packages are downloaded and accessible from the server, ready for installation of the OCR software.
- Customer are responsible for SAP installation of VIM and VIM Foundation, OpenText will provide advisory role only. Customer's SAP Basis team will not need this assistance for the subsequent environments.
- High level (primarily with screenshots) Installation documentation is in scope. Should a detailed document be required, it can be requested through Change Control, if necessary
- Customer are implementing this solution for the OCR text extraction (as per fields listed in the Customer Requirements listed above) and wish to have minimal VIM functionality. VIM

automation/completeness checking will be replaced with a single exception for the users to manually check and post the invoice. OT assume Customer will use the VIM screens and reports to access the OCR results.

Note: This initial scope of work for Phase One will focus primarily on the deployment of Core Capture for SAP and VIM-X configuration as below:

- Incoming email channel (PDF and TIFF format invoices only)
- Capturing of invoice data using Core Capture for SAP
- Standard VIM Reports included under VIM-X

Any further considerations (beyond those quoted above) in deploying other VIM-X functionality is out of scope of this SOW. Implementing further VIM-X functionality will require additional efforts. Such requirements will be reviewed and discussed through a follow-up (Phase Two) engagement or covered through Change Control under this SOW.

- Formal installation and configuration documentation is out of scope. (OpenText will provide a screenshot of the configuration of the OCR server address only. No other configuration screenshots are in scope.)
 - Design workshops
 - The hands-on session is not intended to be formal VIM training for the Customer team, it is a primer for the workshop.
 - No changes permitted, scope of workshop is deciding which exceptions will remain and user groups
 - Presentation of draft design is timeboxed at 2 hours delivery and 2 hours preparation.
 - Provision for update of functional design following Customer review is timeboxed at 0.5 days
 - Minimal exceptions are required in VIM.
 - Customer provides SAP Internal e-mail address to receive invoices and ensures connection from E-Mail Server to SAP SMTP Services. Scope of email is simple ingestion only (no message capture/ABAP filtering logic)
 - Exemplary assignment of users to VIM-X Roles included. This is enabling Customer to add further users to roles and isn't intended to assign all users.
 - We assume no OCR custom configurations / enhancements will be required (to be confirmed during the Design phase)
 - This project will deploy a standard VIM accelerator (VIM-X) before reducing the scope of the automation it delivers. No ABAP code is in scope. No custom fields are in scope.
 - Assumes no SAP Fiori is in scope for this Phase One of the implementation.
- Landscape
 - OpenText Core Capture for SAP (CC4SAP) is a SaaS service, hosted on the OpenText cloud environment and will be available to the Project team before commencing of the configuration activities.
 - As part of this Cloud based solution OT will install and configure two (2) CC4SAP environments: one (1) non-Production, and one (1) Production.
 - OpenText will connect the Production OpenText CC4SAP environment to a single SAP system, and CC4SAP non-Production to SAP Dev & QA (other non-production SAP environments are currently out of scope but may be added).
 - All deliverables pertain specifically to OpenText' latest release of Core Capture for SAP and VIM versions. Note: The upgrade or downgrade to different versions of VIM, if required for compatibility purposes, will be outlined during the initial Design Phase.
 - Additionally, the following configurations and third-party software installation must be completed by Customer: SAP configuration for VIM, conducted by Customer's SAP Basis team and all operating system/ machine networking configuration.

- OpenText Archive Center is already in place and in working order.
- Training
 - Formal Product training offered through OT Learning Services (LS) is not included in the proposal; however, this should be separately ordered by the Customer based on the LS courses and training required.
- Project delivery assumptions
 - In advance of the design workshops, OT will share details of the information to be captured during the workshops to allow Customer to prepare for the workshops, thereby making the workshops more productive.
 - Weekday go live is assumed, although for out of hours (e.g. weekend go-live) can be requested if required. Out of hours working provision will need to be covered through Change Control. Note, weekend working is double the standard rate.
 - Post-Go live support (ideally scheduled immediately after go-live, or within two weeks of go-live) is timeboxed to 5 days post-go-live. Should further time be required, it will be mutually agreed and if accepted, the request will be covered through Change Control procedure.

Out of Scope:

- There are no deliverables beyond what is listed in this Scope of Services. For example, following topics are excluded in the scope of the FasTrak services package, hence out of scope, subject to further scoping and effort estimation
 - Configuration of end-to-end invoice processing – the purpose of this project is to configure OpenText OCR of invoices and pass that information into SAP for manual processing. Any automated processing or automated checking of invoices once OCR is completed is the purpose of VIM, but configuration of such functionality is out of the scope of this contract.
 - Performance Testing
 - Penetration Testing
 - Learning Services product training is recommended. (Information on OpenText Learning Services' offerings and training options)
 - Options for subsequent phased/waved rollout:
The FasTrak implementation scope described in this scope of work should be primary deployment of the solution.
Subsequent waved rollouts would be subject to additional scope of work based on specific requirements and timelines; such requirements can be managed through Change Control.

Customer Responsibilities and Project Organizational Support

- OT and Customer agree to cooperate in good faith to complete the Services in a timely and professional manner. Customer understands and agrees that OT's ability to provide the Services and Deliverables is dependent upon the active participation of, and access to, the appropriate Customer resources as may be required by OT and assigned by Customer during the performance of this engagement.
- Customer has a clearly documented SOP's defined, especially prior to the head start of this project.
- Supporting the solution going forward after go-live
- OpenText product training is recommended in addition to project transfer
- Customer is responsible for the creation of UAT test scripts or test uses cases and execution of the UAT phase. OT will provide support where required, including sample test use cases.
- Customer will provide OT with the necessary administrator access / user credentials for the systems needed for the solution installation, configuration, and integration.
- OT will provide knowledge transfer as specifically mentioned in the Scope of Services.

- OT will provide resources as stated in the Deployment Methodology for this Project.
- Customer will assign its project team participants with suitable business expertise and decision-making authority to enable efficient project progress and facilitate knowledge transfer.
- OpenText resources will primarily perform work remotely / off site as agreed by OpenText and Customer.
- The implementation activities related to the project are executed remotely unless otherwise agreed. The Customer takes all necessary actions to provide high-quality remote access to all relevant systems and system components. For on-site work, the Customer provides sufficiently equipped workplaces and all necessary access authorizations. If this cannot be provided for any reason, then a change request may be required to account for the additional time to complete tasks in the Customer's environment.

Project Change Control Procedure

In the event a change in scope is requested during the delivery of this service, the following change control process will be used.

1. A written description of the changes (Change Request) will be prepared jointly by Customer and OT.
2. The document will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms.
3. The Change Request shall indicate the detailed cost and any impact of the change request upon the planned deliverables and their respective timelines.
4. Both Customer and OT must sign the Change Request to authorize implementation of proposed changes.

The terms of a mutually agreed upon Change Request will prevail over those of this Agreement or any previous Change Request.

Non-acceptance of services or deliverables shall not affect OpenText's right to invoice Customer for such completed services or deliverables, and Customer agrees to pay such invoices.

Note: For a Time and Materials Statement of Work (SOW), billing is based on monthly in arrears for the time utilised (and approved by Customer against Burn Reports) against the respective tasks in the WBS (Work Breakdown Structure) provided in Section2 above in this SOW.

The WBS also includes, where applicable, the expected task deliverable/output; latter would be governed by all parties through Project Management and Governance.

1. Contact

Open Text's principal Customer contact (the "Customer Contact Person") is as follows:

Name: **REDCATED**

Customer's principal Open Text contact is as follows:

Name: **REDCATED**

2. Term

The period of performance ("Term") of this Exhibit shall be from 1st March 2024 through 30th August 2024 unless terminated earlier under the provisions of Section VI of the Agreement.

3. Service Fees and Expenses (Payment Schedule)

- 3.1 Customer shall pay Open Text a rate of:
< to be completed >

This scope of work is on Time & Materials basis - only time actually utilized and **expenses incurred will be billed.

****Note on Expenses Provision:** It is anticipated the work will be delivered remotely, hence no provision of onsite expenses has been included in this SOW. However, if on-site presence is required, then Customer will arrange, in advance, for onsite expense provision.

For planning purposes only, Open Text and the Customer estimate that the project will require 108 days (810 hours) of work. Customer acknowledges that this is a non-binding estimate only and agrees to pay the days actually performed by Open Text.

Appendix 2

Contract Price

REDCATED

Total Cost:

£ 314,487.82 (Ex VAT)

Licenses to be invoiced annually in advance, except for Vendor Invoice Management for SAP Solutions Transactions (105,000) which will be invoiced upon contract signature

Annual maintenance to be invoiced annually in advance.

Professional Service charges are to be invoiced monthly in arrears.

After the Initial Term, the term for the Order is automatically extended for subsequent periods of one (1) year unless the Authority notifies the Supplier in writing no less than thirty (30) days prior to the expiration of the current term.

Appendix 3

Change Control Process

To be determined

Appendix 4

Implementation Plan – Not Used

Appendix 5

Lease and/or Licence to access Premises and Locations – Not Used

Appendix 6

Step In Rights – Not Used

Appendix 7

Termination Sum – Not Used

Appendix 8

Staff Transfer – Not Used

Appendix 9

Software and EULA

Definitions and Interpretation.

1.1 Definitions. The following definitions are applicable to this Agreement:

1.1.1 “**Customer**” means the individual user specified in Schedule A of this Agreement.

1.1.2 “**Data Protection Addendum**” or “**DPA**” means the Open Text Data Processing Addendum attached within Schedule A.

1.1.3 “**Documentation**” means user guides, operating manuals, and release notes in effect as of the date of this Agreement.

1.1.4 “**GTC**” means the OpenText Cloud “General Terms and Conditions” attached within Schedule A.

1.1.5 “**Limited Reseller Order**” or “**Order**” means the attached Schedule A when signed by Limited Reseller and accepted by OT.

1.1.6 “**OpenText™ Cloud Services**” or “**Service(s)**” means the cloud services described in Schedule A to be resold by Limited Reseller to Customer.

1.1.7 “**Quotation**” means the form of document provided by OT to Limited Reseller in response to its request for quote which specifies the Customer, Services, pricing, subscription term and other information attached as Schedule A.

1.1.8 “**Subscription Agreement**” or “**Subscription**” means a contract between Limited Reseller and Customer for Services that is preceded by an Order entered into between Limited Reseller and OT for the opportunity.

1.1.9 **"Supplemental Terms"** means the Service specific supplemental terms and conditions (if any) included in the Order.

1.1.10 **"Term"**, **"Initial Term"** and **"Renewal Term"** are defined in Section 11 (Term).

1.1.11 **"Usage Metric"** means the usage parameters for determining the permitted access and use of the Service and for calculating the applicable fees due from Limited Reseller to OT relating thereto.

1.2 Interpretation.

1.2.1 Any reference in this Agreement to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.

1.2.2 Where the context so admits, the singular includes the plural and vice versa.

2. Engagement Model.

2.1 OT grants Limited Reseller the non-exclusive, non-transferable, non-assignable right to resell the Services on a standalone basis in its own name, at its own risk and for its own account to Customer. In the event that Limited Reseller has not completed the resale of the Services on or before the Expiry Date of Resale Right specified at the beginning of this Agreement, the right to resell granted in Section 2 shall terminate with respect to any unsold Services, and Limited Reseller shall immediately return any documentation and media associated with the unsold Services.

2.2 Limited Reseller is solely responsible for accurately and completely representing the Services that it resells hereunder. Limited Reseller assumes all financial and legal liability for the quality, reliability and accuracy of all representations and warranties made by Limited Reseller, its employees, agents and consultants beyond what is contained in the

Documentation. Limited Reseller will in all marketing and sales related information and materials give OT and its licensors appropriate credit for the ownership of the Services, Documentation and other OT materials.

2.3 Limited Reseller is solely responsible for setting its own prices to Customer for the Services. Limited Reseller is solely responsible for entering into a Subscription Agreement with respect to the Services resale which sets out Customer's rights and obligations in relation to the delivery and use of the Services, and for compliance with the terms of that Subscription. The Subscription Agreement shall be consistent with this Agreement (including by way of example section 4 (Changes to Usage Metric), the Order, Supplemental Terms, DPA and the GTC) and OT shall be a third-party beneficiary of any relevant provisions that, by their nature, apply to the provision by OT of the Services. The Subscription Agreement shall give OT the right to suspend and/or terminate the Services as set forth in this Agreement (including in the GTCs, the Order, the Supplemental Terms and the DPA), including for breaches by Limited Reseller of its payment obligations. OT shall provide the Services in accordance with the terms of this Agreement, including the Order, the GTCs, the DPA and Supplemental Terms, and the terms of this Agreement (including the aforementioned documents) shall apply between OT and Limited Reseller as if Services were purchased by Limited Reseller for its own use together with any conforming changes reasonably necessary to make them so apply (for example, references in the warranty and indemnity sections of the GTCs to "Customer" shall be deemed to be to "Limited Reseller") and in connection with providing the Services, OT shall be entitled to benefit from all rights, limitations and exclusions set forth in this Agreement (including the Order, the GTCs, the DPA and Supplemental Terms).

2.4 Limited Reseller shall defend, indemnify and hold OT harmless from and against all claims suffered or incurred by OT at any time arising as a result of Limited Reseller's breach of this Section 2 (Engagement Model).

3. Specific Order Processes and Requirements.

3.1 This Agreement, when signed by Limited Reseller and received by OT is binding on Limited Reseller meaning Limited Reseller cannot cancel, revoke or transfer its obligation to pay the fees relating to the Services specified in the Agreement.

3.2 Schedule A of this Agreement contains the initial Order. In the event additional orders are requested by Limited Reseller for resale to Customer after the Effective Date, Limited Reseller may commence the order process by requesting a quotation from OT. A request to quote must include such Service details as may be requested by OT.

3.3 Limited Reseller may accept a quotation issued by OT in response to a request for quote relating to a Usage Metric increase request by signing the quote and returning it to OT, by signing an addendum to this Agreement, or by entering into a separate Order as specified by OT (an **"Amendment"**).

4. Changes to Usage Metric.

4.1 Increasing Usage Metric. Limited Reseller may request an increase to a Usage Metric at any time during the Term by following the process set forth in Section 3 (Specific Order Processes and Requirements). The term of the additional Usage Metric set out in the Amendment will be coterminous with the then-current Term of the Service, irrespective of the effective date of the Amendment. The fees for the increase to a Usage Metric will be prorated accordingly to reflect the remaining period of then-current Term of the Service. Any increase to a Usage Metric during the Term of a Service will continue to apply for Renewal Terms of such Service.

4.2 Reducing Usage Metric. During the Term of a Service, Limited Reseller is not entitled to reduce the Usage Metric set forth in the Agreement or Amendment as increased due to overuse as set out in Section 4.3 (Overuse of Usage Metric) or claim any reduction of the fees payable for a Service. For clarification purposes, this means that Limited Reseller is not entitled to reduce the fees during the Term of a Service even if, inter alia:

4.2.1 Customer uses less than the Usage Metric purchased by Limited Reseller for Customer;

4.2.2 Customer does not pay Limited Reseller the fee;

4.2.3 Customer breaches or terminates its contract with the Limited Reseller; or

4.2.4 other disagreements or discrepancies arise in the relationship between Limited Reseller and Customer.

4.3 Overuse of Usage Metric. OT will inform Limited Reseller about any actual use by Customer in excess of the Usage Metric stated in this Agreement as amended ("**Excess Use**"). In the event OT becomes aware that: (i) Limited Reseller underpaid any fees to OT and/or (ii) Customer has used a Service in excess of the Usage Metric stated in this Agreement as amended, OT may immediately invoice, and Limited Reseller must pay such underpaid fees and/or the fees for such excess of the Usage Metric. Excess Use Fees are calculated at a premium of approximately two (2) times the fee that would be charged if Customer had increased a Usage Metric under Section 4.1 (Increasing Usage Metric). Such fees shall accrue from the date the excess use began. Each Excess Use is treated as a deemed amendment to this Agreement, and such addition to the Usage Metric shall be coterminous with the then-current Term of the relevant Service. Accordingly, the fees for the additional Usage Metric will be prorated to reflect the remaining period of then-current Term of the relevant Service. Any additional Usage Metric occasioned by Excess Use as described in this paragraph shall continue to apply for Renewal Terms of such Service. In the case of any Excess Use, Limited Reseller must, if requested by OT, execute an Amendment to document the required purchase of the additional Usage Metric, which shall be returned to OT.

5. Delivery of Services.

5.1 After the Effective Date, OT will grant Customer's designated Administrator access to the most current version of the relevant Services set forth herein ("**Delivery of Services**" or "**Delivery**"). OT will provide the Service in accordance with the terms of this Agreement.

5.2 With regard to the features and functionality of the Services, the product description in the Order or Documentation is solely decisive.

5.3 Limited Reseller agrees that its resale of Subscription for the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by OT or any OT Affiliate, including any roadmaps, with respect to future functionality or features.

5.4 OT is entitled to suspend the delivery of any or all Services to Customer as further set out in this Agreement.

5.5 OT is entitled to communicate directly with Customer in connection with all matters relating to the Services.

5.6 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>. To the extent that the provision of the Services by OT involves the processing of personal data as a processor to Limited Reseller and OT has not entered into the applicable data protection agreement directly with the Customer, OT shall process personal data (as between Limited Reseller as processor and OT as Limited Reseller's sub-processor) in accordance with the DPA.

5.7 Limited Reseller shall ensure it has a lawful basis, made all necessary disclosures, and has all necessary rights and permissions required (including with Customer) for the processing of personal data by OT (and its Affiliates and third-party contractors, as may exist from time to time), including for international transfers. Limited Reseller shall enter into other agreements that may be required as determined by OT. Limited Reseller shall not do anything by commission or omission that places OT, its Affiliates and third-party contractors in breach of its obligations under any applicable data protection and privacy laws. Limited Reseller shall only provide personal data to the extent reasonably required for OT's provision of Services (and procure the same from Customer), and Limited Reseller is responsible for procuring the implementation and maintenance of privacy protections and security measures for components or aspects that Limited Reseller or a Customer (including the Affiliates of any of these) provides, controls or carries out. To the extent that the provision of the Services by OT involves the processing of personal data as a processor to Limited Reseller and OT has not entered into the applicable data protection agreement directly with the Customer, Limited Reseller shall serve as a single point of contact for OT and OT shall not be required to provide information or notification to Customers; and Limited Reseller shall enter into a data processing agreement with Customer that is substantially similar to the DPA and is at least as protective of OT and its rights as existing under the DPA.

6. Fees.

6.1 The general calculation basis for the fees for the Services is stipulated in the Order (or otherwise directly provided to Limited Reseller by OT). OT will submit invoices for amounts due under this Agreement to Limited Reseller. Overage charges incurred by the Customer will be invoiced to Limited Reseller monthly. Limited Reseller shall pay all fees incurred by Customer with respect to the Services (including overage charges) during Term. Failure to pay fees timely may result in suspension of the Services. Services are generally invoiced annually in advance. The fees and charges are subject to an annual increase which will be applied during the Term on the anniversary date thereof except that the fee stated in the Order includes the annual price increase during the Initial Term.

6.2 Payments are due 30 days from the date of invoice. Invoices shall be issued as set forth in the Agreement or, if not specified, then annually in advance. Fees and other charges that accrue hereunder and that not paid when due shall be subject to an interest charge calculated at the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law. Limited Reseller shall bear all of OT's costs of collection of overdue fees, including reasonable attorneys' fees. All fees are non-refundable.

6.3 If Limited Reseller fails to pay any fee or other amount payable by it on or before its due date, OT may at its sole discretion, suspend the Customer's ability to access the Services.

6.4 In the event OT is required to issue a credit payment in accordance with this Agreement, including credits arising from failure to meet target service availability ("**TSA**"), Limited Reseller shall accept payment by OT and refund the same amount to the Customer together with a proportionate credit payment based on the fee paid to Limited Reseller that are the subject of the credit. In the case of a TSA credit, the refund would equal the percentage monthly fee as credit that is granted by OT times the difference between the monthly fee charged to Customer by Limited Reseller and the monthly fee imposed by OT on the Limited Reseller.

7. Tax. Limited Reseller is responsible for collection of any sales, use or other indirect taxes due on amounts paid by Limited Reseller to Customer and for remittance to the proper tax authorities.

8. Access and Use.

8.1 Use rights for the Services will be granted directly by OT to the Customer.

8.2 Limited Reseller must inform Customer of and include express provisions in an agreement with Customer regarding the methodology for calculation of fees payable by Customer to Limited Reseller applicable to the Service and:

8.2.1 Bind the Customer to terms and conditions regarding use of the Services at least as restrictive and protective of OT as those set forth herein; and,

8.2.2 OT has the right to suspend access to Services as set out in Section 6.3 (Fees) or in the GTC.

9. Modification to Services. OT may change the Services as described in the GTC.

10. Maintenance Services. A description of the technical support OT will provide with respect to the Services is set forth in the OpenText Cloud Support Program Handbook for Multitenant Services located at <http://www.opentext.com/agreements> ("**Maintenance Services**").

11. Term.

11.1 Term. The Term commences on the Effective Date and runs until the last day of the term as set out in the Order ("**Initial Term**"). After the Initial Term, the term for the Order is automatically extended for subsequent periods of one (1) year unless Limited Reseller notifies OT in writing no less than thirty (30) days prior to the expiration of the then-current term that it has elected to not renew, or unless OT provides a similar nonrenewal notice to Limited Reseller (each a "**Renewal Term**"), unless the Order is otherwise terminated pursuant to this Agreement. Initial Term and Renewal Term are collectively referred to herein as the "Term".

11.2 Termination. The Order and the Subscription may be terminated by OT for cause in the case of a nonpayment of fees and as further set forth in the Section of the GTC applicable to 'termination for cause'.

11.3 Consequence of Subscription Termination. On termination of the Subscription, access rights to the ordered Services will be cut off, and Customer will be required to take the actions set forth in the GTCs. Termination of the Order or the Subscription will not relieve Limited Reseller from the obligation to pay fees that remain unpaid with respect thereto, including, without limitation, any fees for the rest of the Initial Term or Renewal Term.

12. Termination of Agreement.

12.1 Termination for Cause. Either Party may terminate this Agreement immediately upon notice to the other Party in the event of any of the following: (i) Change Of Control, (ii) a petition in bankruptcy being filed by or against the Party or for the appointment of a receiver or trustee of any property of the Party, (iii) the other Party making an assignment for the benefit of creditors, (iv) the other Party is dissolved, liquidated, terminated, or otherwise ceases its ongoing business operations, or, (v) the good faith belief that the other Party is engaging in or has engaged in fraudulent, unethical or unfair business practices. For the purposes of this Agreement, Change of Control" means: (i) the consummation of a

reorganization, merger or consolidation, or sale or other disposition of substantially all of the assets of Limited Reseller; or (ii) the acquisition by any individual, entity or group of beneficial ownership of more than 50% of either (a) the then outstanding shares of common stock of Limited Reseller, or (b) the combined voting power of the then-outstanding voting

securities of Limited Reseller entitled to vote generally in the election of directors.

12.2 General Consequence. If this Agreement is terminated, rescinded or ends in any other way, Limited Reseller's right to resell additional Services to Customer as set out in this Agreement immediately ends and OT may directly provide Services to the Customer or accept orders from other Limited Resellers for the provision of Services to Customer or collect fees relating to the Service directly from Customer.

12.3 Termination effect on fees. Termination of this Agreement will not relieve Limited Reseller from the obligation to pay fees that remain unpaid, including, without limitation, any fees for the rest of the Term for any Service provided by OT as of the termination date.

12.4 Data Retrieval. If, after the termination or expiration of a Subscription, Customer requires access to a Service to export and retrieve its data, the term of the affected Subscription may be extended subject to the terms of this Agreement and subject to payment of the applicable fees to OT.

12.5 Survival. The following Sections of this Agreement shall survive termination or expiration of this Agreement: Section 6 (Fees); Section 7 (Tax); Section 8 (Access and Use); Section 11 (Term); Section 12 (Termination of Agreement); Section 13 (Limitation of Liability and Warranty Exclusion) and 14 (Miscellaneous) and any provisions that by their nature should survive termination or expiration.

13. Limitation of Liability and Warranty Exclusion.

OT SHALL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT TO LIMITED RESELLER OR TO ANY OTHER PERSON FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, OR PUNITIVE DAMAGES; OR (B) ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST DATA, OR

REPROCUREMENT AMOUNT; OR FORCE MAJEURE AS DEFINED UNDER THE GTC. OT'S TOTAL LIABILITY TO LIMITED RESELLER IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO (A) FIFTY PERCENT (50%) OF THE TOTAL AMOUNT OF FEES INVOICED BY OT TO LIMITED RESELLER UNDER THIS LIMITED RESELLER

AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE OCCURRENCE OF THE APPLICABLE CLAIM; AND (B) A MAXIMUM AMOUNT FOR ALL CLAIMS DURING THE TERM OF THE TOTAL AMOUNT OF FEES INVOICED BY OT TO LIMITED RESELLER DURING THE TWELVE (12) MONTH PERIOD

PRECEDING THE MOST RECENT EVENT WHICH IS THE CAUSE OF LIABILITY UNDER THE AGREEMENT. LIMITED RESELLER ACKNOWLEDGES THAT OT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THIS SECTION. THE LIMITATIONS IN THE PRECEDING PARAGRAPHS APPLY IN REGARD TO ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS LIMITED RESELLER 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, EVEN IF: (A) OT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION; (B) SUCH DAMAGES WERE FORESEEABLE; OR (C) LIMITED RESELLER'S REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. IF THE APPLICATION OF THIS SECTION 13 (LIMITATION OF LIABILITY AND WARRANTY EXCLUSION) IS LIMITED BY LAW, THE LIABILITY OF OT AND ITS AFFILIATES WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUD OR DECEIT; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY APPLICABLE LAW. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OT MAKES NO REPRESENTATIONS AND DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ADEQUACY OF THE SERVICES TO PRODUCE ANY PARTICULAR RESULT.

14. Miscellaneous.

14.1 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of England. The parties consent to the exercise of exclusive jurisdiction by the courts in England for any claim relating to the Agreement.

14.2 No Additional Terms; Third Party Rights. The terms of this Agreement may only be modified or amended by a written amendment signed by both parties. Any preprinted terms contained in any purchase order or other document used by Limited Reseller in connection with this Agreement are rejected by OT and will have no legal effect. The Agreement is also made for the benefit of OT's affiliates. Except as expressly provided in this clause, or otherwise in the Agreement, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

14.3 Anti-Corruption. Limited Reseller will comply with the Foreign Corrupt Practices Act of the U.S., the Bribery Act of the U.K., any local laws or regulations, and OT's related corporate policies ("**Anti-Corruption Laws**") including their prohibitions regarding the direct or indirect payment or giving of anything of value to an official of a foreign government, political party or governmental or non-governmental agency for the purpose of influencing an act or decision in their official capacity or inducing the official to use their or their organization's influence to obtain or retain business involving the OT Cloud Services. Limited Reseller will not violate or knowingly let anyone violate the Anti-Corruption Laws with respect to the sale, licensing and use of the OT Cloud Services. Upon OT's request, Limited Reseller will provide OT with written certifications regarding Limited Reseller's compliance with Anti-Corruption Laws. Limited Reseller warrants that none of Limited Reseller's principals, staff, officers or key employees are government officials, candidates of political parties, or other persons who might assert illegal influence on OT's behalf. OT shall have the right to immediately terminate this Agreement for cause in the event of an improper payment by Limited Reseller in violation of the Anti-Corruption Laws.

14.4 Export Control. No portion of the OT Cloud Services shall be exported or re-exported into (or to a national or resident of): (a) any country subject to United Nations ("**UN**"), Canada, the European Union ("**EU**") or the United States ("**US**") embargo, including but not limited to Cuba, Iran, North Korea, Sudan and Syria; or (b) to anyone on the US Treasury Department's list of Specially Designated Nationals, the US Commerce Department's Entity List, or the US Commerce Department's Denied Parties list, EU Sanctioned Party list, or any other relevant national or international lists that would prohibit the export, re-export, import or use of OT Cloud Services. Limited Reseller warrants to OT that (i) Limited Reseller is not located in, under the control of, or a national or resident of any country described in this Section, nor a party named on any list described in this Section; and (ii) Limited Reseller shall not export, transfer, disclose or make available the OT Cloud Services to a national or resident of any country described in this Section, nor a party named on any list described in this Section. Additional export restrictions may apply to certain portions of the OT Cloud Services. Limited Reseller shall comply with all Canadian, EU, US, UN and other relevant export laws, regulations, or directives applicable to the OT Cloud Services within Limited Reseller's possession or control. Limited Reseller accepts sole responsibility for its exports, reexports, imports and use of OT Cloud Services, and undertakes to obtain, retain and abide by all information and updates

on all Canadian, EU, US, UN and other relevant laws, regulations and requirements governing the export, re-export, import or use of OT Cloud Services. Limited Reseller shall also comply with all laws and regulations in Limited Reseller's jurisdiction and in any other jurisdiction related to the import, export, transfer, shipping, or use of OT Cloud Services within Limited Reseller's possession or control.

14.5 United States Government End Users. If the OT Cloud Services are being licensed directly or indirectly on behalf of the United States Government, Limited Reseller shall comply with the following provisions: For civilian agencies and departments, the OT Cloud Services shall be identified as being developed at private expense and as being "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a)

through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 and its successors, and as being unpublished with all rights reserved under the copyright laws of the United States. For units of the Department of Defense: the OT Cloud Services shall be identified as “commercial computer software” and “commercial computer software documentation” under the Rights in Computer Software and Computer Software Documentation clause of DFAR 227.7202-3 (a) and its successors, and all use, duplication or disclosure of same shall be subject to the license and restrictions set forth in the applicable license agreement with OT.

14.6 Audit. Limited Reseller shall maintain proper books and records for each transaction under this Agreement. In order to verify that Limited Reseller has complied with this Agreement, OT or its appointed agent may audit Limited Reseller’s books and records regarding the relevant transactions, and Limited Reseller agrees to cooperate with audit requests. Any audit will be subject to reasonable notice and will not cause unreasonable interruption to Limited Reseller’s business. In the event an audit reveals material underpayment to OT, in addition to the amounts owed to OT under this Agreement, OT may charge Limited Reseller for the reasonable audit fees incurred in connection with such audit.

14.7 Priority of documents. If there is a conflict or ambiguity between the terms of the documents that make up or that are referred to in this Agreement, the documents shall prevail in the following order (with the earlier mentioned having priority over the later mentioned): (i) Schedule A ; (ii) the main body of the Agreement (page one (1) through the signature line) (iii) Supplemental Terms (iv) GTCs (v) DPA (vi) Documentation.

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 information provided 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 Handbook (“**Routine Maintenance**”). OpenText publishes a Routine Maintenance Schedule (available via the Customer Service Portal (My Support) 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:

Downtime minutes

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

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 of their 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 72 hours and the target recovery point objective (**"RPO"**) is 4 hours.

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 thirty (30) 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.

Schedule - OpenText™ Core Capture for SAP® Solutions

This schedule is ancillary to the OpenText Cloud Platform Applications & Services Supplemental Terms to the OpenText Cloud General Terms & Conditions referenced on the Order. 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 for SAP Solutions

Description OpenText Core Capture for SAP Solutions is a SaaS multitenant cloud information extraction service that captures SAP-related business documents, automatically extracts information as configured by Customer, or configured by OT as a standard template, for designated SAP applications and makes content available for further processing.

Provisioned Tenant(s)

One production tenant with two subscriptions, subject to the application-specific terms described further below:

- One production subscription
- One non-production subscription

Available SKUs / Product Name

Core Capture for SAP Solutions (SKU: 1000050140); Transactions Per Year

Available Data Center Regions

The below data centers may be operated on OT and/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 Transactions Per Year, which is defined as follows:

"**Transaction**" means a single instance of any document, writing, or record processed by the Core Cloud Service as measured by the Core Cloud Service and reported in the administration user interface as 'Advanced Recognition Services Documents'. For each twelve-month period (or portion thereof if the term is less than twelve months)

beginning on the effective date of the Order or the anniversary thereof ("Annual Term"), Customer may use the Core Cloud Service to process a number of Transactions no greater than the maximum quantity of Transactions Per Year purchased. If the number of Transactions during any Annual Term exceeds the maximum number of Transactions Per Year purchased, Customer must purchase the applicable additional Transactions Per Year to cover the total number of Transactions at the then-current list price.

Overage Items Access and use of the Core Cloud Services is limited to the quantities and Unit of Measure stated in the Order and is subject to 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

Optional - Windows Client: Validation Client for SAP Solutions

Optional - Scan Client: Imaging Enterprise Scan

Optional - ActiveX component for Single Click Entry add-on for VIM Workplace

Optional - Asian Option for Chinese, Korean, and Japanese

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Application specific Terms

1) Core Capture for SAP Solutions is an add-on SKU that requires that the Customer to possess a valid license to one of the following OpenText products:

- 1000048169 – Vendor Invoice Management for SAP Solutions Transactions
- 1000033740 – Vendor Invoice Management for SAP Solutions Users
- 1000049139 – SAP Reseller SAP Inv Mgmt for SAP S/4HANA (docs)
- 1000049136 – Reseller SAP Inv Mgmt for SAP S/4HANA (docs) (for HEC SBO)
- 1000034807 – SAP Reseller SAP Invoice Management
- 1000043865 – SAP Reseller SAP Invoice Management (add users only)
- 1000034815 – SAP Reseller SAP Invoice Management (Ariba)
- 1000049136 – SAP Reseller SAP Invoice Management (docs)
- 1000034688 – SAP Reseller SAP Invoice Management for S/4HANA
- 1000052125 – SAP Reseller SAP Invoice Management for SAP S/4HANA –

Fixed Royalties

2) For Core Capture for SAP Solutions (1000050140), Customer will have access to use one tenant with: (a) one (1) production subscription subject to the quantity of Transactions Per Year purchased as described in the Order, and (b) one (1) nonproduction subscription that is limited to ten percent (10%) of the purchased Transactions Per Year described in the Order. Use of the non-production subscription for any other purpose, including for production purposes, requires Customer to purchase an additional subscription to this SKU.

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/opentextacceptable-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 90 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: (i) laws and regulations pertaining to telemarketing, facsimile advertising, commercial e-mail, spam; (ii) export compliance; (ii) data privacy; and (iii) 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, nontransferable 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 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."

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.

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.

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.

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.

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.

Open Text Data Processing Addendum

Parties

This Data Processing Addendum (“DPA”) is between:

A. The Open Text entity (“OT”) having entered into the Principal Agreement (as defined below) acting on its own behalf; and

B. the other party to the Principal Agreement (“Customer”).

OT and Customer hereinafter separately referred to as “Party” and jointly as “Parties”.

1. Background; Definitions.

1.1 Background.

1.1.1 This DPA (including its Appendices and incorporations by reference) supplements and forms part of the agreement between OT and Customer under which OT shall carry out certain Services (“Principal Agreement”) provided that the Services include the Processing of Personal Data and Data Protection Legislation applies to Customer’s use of the Services.

1.1.2 This DPA is in addition to, and does not relieve, remove, or replace either party’s obligations under the Data

Protection Legislation.

1.1.3 None of the terms and conditions of the Principal Agreement shall be waived or modified by this DPA but if there is any conflict between any of the provisions of this DPA and the provisions of the Principal Agreement in relation to the Processing of Personal Data, the Parties agree the provisions of this DPA shall prevail to the extent of any such conflict.

1.1.4 If there is any conflict between the provisions of this DPA and the provisions of the Standard Contractual Clauses, the provisions of the Standard Contractual Clauses shall prevail to the extent of any such conflict. For the avoidance of doubt, where this DPA further specifies Sub-processor and audit rules in Sections 2.3 and 2.11, such specifications also apply in relation to, and satisfy Customer rights under the respective provisions of the Standard Contractual Clauses.

1.1.5 The terms used in this DPA shall have the meanings set forth in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement.

1.2 Definitions.

1.2.1 In this DPA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly.

A. "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.

B. "Data Protection Legislation" means, (i) the GDPR (and any laws of Member States of the European Economic Area ("EEA") implementing or supplementing the GDPR), (ii) UK Data Protection Law and (iii) data protection or privacy laws of Switzerland, in each case, to extent applicable to the Processing of Personal Data under this DPA and the Principal Agreement.

C. "EEA Standard Contractual Clauses" means the EEA Controller to Processor SCCs and EEA Processor to Processor SCCs.

D. "EEA Controller to Processor SCCs" means the clauses set out at <https://www.opentext.com/assets/documents/en-US/pdf/opentext-eea-controller-to-processor-clausesmodule-2-en.pdf> (and also sometimes referred to as Appendix 4) which are incorporated into this DPA by reference, as may be amended, updated or replaced from time to time.

E. "EEA Processor to Processor SCCs" means the clauses set out at <https://www.opentext.com/assets/documents/en-US/pdf/opentext-eea-processor-to-processor-clausesmodule-3-en.pdf> (and also sometimes referred to as Appendix 5) which are incorporated into this DPA by reference, as may be amended, updated or replaced from time to time.

F. "GDPR" means EU General Data Protection Regulation 2016/679.

G. "Restricted Transfer" means a transfer of Personal Data which, subject to the paragraph below, is:

- (1) from an exporter subject to GDPR which is only permitted in accordance with GDPR if a Transfer Mechanism is applicable to that transfer ("EEA Restricted Transfer");
- (2) from an exporter subject to UK Data Protection Law which is only permitted in accordance with UK Data Protection Law if a Transfer Mechanism is applicable to that transfer ("UK Restricted Transfer"); and/or
- (3) from an exporter subject to Data Protection Legislation applicable in Switzerland which is only permitted under that law if a Transfer Mechanism is applicable to that transfer ("Swiss Restricted Transfer").

Transfers of Personal Data will not be considered a Restricted Transfer where:

- (a) the jurisdiction to which the personal data is transferred has been approved by the European Commission under Article 45 of the GDPR or, as applicable, an equivalent provision under UK or Swiss Data Protection Law, as ensuring an adequate level of protection for the processing of Personal Data (an "Adequate Country"); or
- (b) the transfer falls within the terms of a derogation as set out in Article 49 of the GDPR, equivalent under Swiss Data Protection Law or the UK GDPR (as applicable).

H. "Services" means the services or products and other activities to be supplied to or carried out by or on behalf of OT for the Customer pursuant to the Principal Agreement.

I. "Standard Contractual Clauses" means each of the EEA Standard Contractual Clauses and the UK Standard Contractual Clauses.

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

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

L. "Transfer Mechanism" means the Standard Contractual Clauses or any other appropriate safeguards under article 46 of the GDPR or equivalent under Swiss or UK Data Protection Law applicable to a relevant transfer of Personal Data that has the effect of permitting that transfer.

M. "UK Data Protection Law" means UK GDPR (as defined in the UK Data Protection Act 2018) and the UK Data Protection Act 2018.

N. "UK Controller to Processor SCCs" means the UK International Data Transfer Addendum which is made up of the provisions set out at <https://www.opentext.com/assets/documents/en-US/pdf/opentext-uk-internationaldata-transfer-addendum-en.pdf> (and also referred to sometimes as Appendix 6) which are incorporated into

this DPA by reference, as may be amended, updated or replaced from time to time, incorporating the EEA Controller to Processor SCCs.

O. "UK Processor to Processor SCCs" means the UK International Data Transfer Addendum which is made up of the provisions set out at <https://www.opentext.com/assets/documents/en-US/pdf/opentext-uk-internationaldata-transfer-addendum-en.pdf> (and also referred to sometimes as Appendix 6) which are incorporated into this DPA by reference, as may be amended, updated or replaced from time to time, incorporating the EEA Processor to Processor SCCs.

P. "UK Standard Contractual Clauses" means the UK Controller to Processor SCCs and UK Processor to Processor SCCs.

1.2.2 The terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", and "Processor"; shall have the same meaning as in the applicable Data Protection Legislation. The terms "Member State", "Supervisory Authority" and "Union" shall have the same meaning as in the GDPR. The terms "data exporter" and "data importer" have the meaning set out in the applicable Standard Contractual Clauses.

"including" shall mean including without limitation.

2. Data Processing Obligations.

2.1 Controller and Processor of Personal Data, Appointment of Processor and Purpose of Processing.

2.1.1 OT will comply with all applicable requirements of the Data Protection Legislation to the extent it imposes obligations upon OT as a Data Processor and expects Customer to also comply with Data Protection Legislation.

2.1.2 This DPA applies to the extent Customer is the Controller and OT is the Processor. It also applies to the extent that Customer is a Processor and OT is acting as a (sub) Processor. Where the Customer is a Processor, the Customer confirms that its instructions, including appointment of OT as a Processor or (sub) Processor, have been authorized by the relevant Controller.

2.1.3 Appendix 1 of this DPA sets out the scope, nature and purpose of Processing by OT, the duration of the Processing and the types of Personal Data and categories of Data Subjects.

2.2 OT's obligations with respect to the Customer.

2.2.1 OT will, in relation to any Personal Data it will be Processing under the Principal Agreement and this DPA:

A. process such Personal Data solely for the purpose of providing the Services;

B. process such Personal Data in accordance with documented and commercially reasonable instructions from the Customer, subject to and in accordance with the terms of the Principal Agreement;

C. ensure that the persons authorized by it to process such Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and have received appropriate training on their responsibilities; and

D. limit access of OT personnel to the Personal Data undergoing processing to what is necessary for provision of the Services.

2.2.2 Customer agrees that the Principal Agreement (including this DPA) are its complete documented instructions to OT for the Processing of Personal Data. Additional instructions, if any, require prior written agreement between the Parties. Where in the opinion of OT an instruction from the Customer infringes Data Protection Legislation, it

shall inform the Customer thereof (but such communication shall not constitute legal advice by OT). However, such obligation shall not relieve the Customer from its own responsibility for compliance with Data Protection Legislation.

2.2.3 Where OT is required under applicable law to process Personal Data other than on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international

organisation, OT shall use its reasonable endeavours to inform the Customer of that legal requirement before Processing, unless such information is prohibited by law on important grounds of public interest.

2.3 Sub-processing.

2.3.1 Customer provides OT a general authorization to engage Sub-processors. Sub-processors may include:

(i) OT's global Affiliate companies as exist from time to time (and their vendors); and/or (ii) any of the subcontractors that OT engages in connection with the provision of certain Processing activities as at the date of this Agreement. The Parties agree that the sub-processors listed at (i) and (ii) is the 'agreed list' for sub-processors in relation to Clause 9(a) of the EEA Standard Contractual Clauses and for the UK Standard Contractual Clauses.

2.3.2 OT shall Inform the Customer at least 14 days before OT appoints a new or replacement 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 OT informing it of the proposed changes. 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 the 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. The parties confirm that this mechanism is not required where the new or replacement Sub-processor is an OT global Affiliate company.

2.3.3 The Parties agree that the Customer's right to be object shall be as set out in this Section 2.3.3 and Section 2.3.4. Any objection raised by the Customer pursuant to Section 2.3.2 must be where the Sub-processor demonstrably fails to offer the same or a reasonably comparable level of protection as that previously applicable to the relevant Processing of Personal Data.

2.3.4 If Customer has a reasonable and legitimate reason to object to the new Sub-processor pursuant to Section 2.3.3, and OT is not able to provide an alternative Sub-processor, or the Parties are not otherwise able in good

faith to achieve an alternative resolution, 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 date that OT receives the Customer's notice of objection and 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 2.3.4 shall be deemed to be without fault by either Party and shall be subject to the terms of the Principal Agreement (including any documents agreed pursuant to it).

2.3.5 OT confirms that it has entered or (as the case may be) 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.

2.3.6 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 2.3 (unless the Sub-processor acted in accordance with instructions directly or indirectly received from Customer).

2.4 Data Subjects' Right to Information. 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 at the time the Personal Data is collected.

2.5 Exercise of Data Subjects' Rights.

2.5.1 Taking into account the nature of the Processing, OT shall assist the Customer insofar as this is possible and reasonable for the fulfilment of the Customer's obligation under Data Protection Legislation to respond to requests for exercising the Data Subject's rights of: access, rectification, erasure and objection, restriction of processing,

data portability, not to be subject to a decision based solely on automated processing.

2.5.2 Where the Data Subjects submit requests to OT to exercise their rights, OT shall forward these requests by email to a Customer email address on file with OT. If Customer wishes for OT to forward Data Subject requests to a specific email address, it shall notify OT of such address. OT shall not respond to a Data Subject request unless and to the extent instructed by Customer to do so.

2.6 Notification of Personal Data Breach.

2.6.1 OT shall notify the Customer of a Personal Data Breach without undue delay after OT becoming aware of it by email to a Customer email address on file with OT, along with any necessary documentation to enable the Customer, where necessary, to notify this breach to the Data Subject and / or the competent Supervisory Authority.

2.6.2 If available and taking into account the nature of the Processing, the notification in accordance with Section 2.6.2 shall at least:

A. 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;

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

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

D. 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.

2.6.3 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.

2.6.4 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 this is required by the applicable Data Protection Legislation.

2.7 Assistance lent by OT to the Customer regarding Compliance with Customer's Obligations under the Data Protection Legislation.

2.7.1 Where requested by the Customer and to the extent required by Data Protection Legislation, OT shall, taking into account the nature of processing and the information available to OT, provide reasonable assistance to the Customer:

A. in carrying out data protection impact assessments; or

B. should the Customer need prior consultation with a Supervisory Authority.

2.8 Security Measures.

2.8.1 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, the Customer and OT shall both be responsible to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

2.8.2 OT agrees to implement the Technical and Organizational Measures in respect of the Services.

2.8.3 Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer or any Customer Affiliate provides or controls. Customer shall apply the principle of data minimisation and limit OT access to systems or Personal Data to only where essential for the performance of Services. Where OT is performing Services on premises of the Customer (or of any Customer Affiliate or subcontractor, agent or similar) or in connection with access to any of their 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 any Personal Data in a non-production environment unless it has production environment equivalent controls in place.

2.9 Data Return or Destruction. Where OT has stored Personal Data as part of the Services: at the end of the Service(s) upon Customer's written instruction, OT may (i) offer a data return service or (ii) following a reasonable data retention period delete the Personal Data unless applicable law requires further storage of the Personal Data. OT may charge a fee for any data return services.

2.10 The Data Protection Officer. OT has designated a data protection officer in accordance with Data Protection Legislation. They can be contacted by email via DPO@opentext.com.

2.11 Inspections and Audits.

2.11.1 The right of audit, including inspections, which the Customer may have under Data Protection Legislation and under the Standard Contractual Clauses, are as set out in this Section 2.11.

2.11.2 Upon written request from Customer OT shall, where available, provide a copy of the latest Service Organization Control (SOC) audit report and/or other third-party audit reports or information to demonstrate the processing activities of OT relating to the Personal Data is in compliance with its obligations under this DPA.

2.11.3 Customer may request evidence of OT's relevant policies and other related documents to verify that OT is complying with its obligations under this DPA.

2.11.4 Customer may conduct an on-site inspection at OT's premise either by itself or by an independent third party auditor (not to include a competitor of OT) where the information under Sections 2.11.2 and 2.11.3 has failed

to verify compliance by OT of its obligations under this DPA or such an inspection is formally required by the Supervisory Authority.

2.11.5 General Procedure: The following Sections 2.11.6, 2.11.7 and 2.11.8 shall apply to each of Sections

2.11.2, 2.11.3 and 2.11.4. 2.11.6 Unless otherwise mandated by a Supervisory Authority, Customer shall: (a) give OT at least 30 days' prior

written notice of its intention to conduct an audit, including inspection, under this Section 2.11; and (b) agree with OT the frequency and duration of these, which shall not extend beyond two consecutive business days nor be more than once per contract year.

2.11.7 Any audit, including inspections, must be conducted during local business hours, not unreasonably disrupt OT business operations and not burden the provision of services by OT to its customers. Customer shall limit these to remote audits or meetings with senior representatives of OT as far as possible and will avoid or minimise the

need for an audit (including inspection), without limitation by using current certifications, other audit reports or combining them with others under the Principal Agreement. Additionally, these rights are subject to limitations set out in the Principal Agreement. Any audit, including inspections, shall be subject to OT's relevant policies and procedures.

2.11.8 Conditions of confidentiality and the scope of an audit, including inspection, shall be agreed in advance between OT and Customer. Customer shall provide OT the results of any audit, including inspection. Customer bears all expenses related to inspections and audits.

2.12 Customer Information and related Restrictions.

2.12.1 Instructions by Customer related to the Processing of Personal Data must be provided in writing duly signed by an authorised representative of Customer.

2.12.2 Customer is responsible to have all necessary consents and notices in place and confirms it is entitled to lawfully transfer the Personal Data to OT.

3. International Transfers.

3.1 Personal Data may be processed in the EEA, the United Kingdom and Switzerland (each a "Designated Country") and in countries outside of a Designated Country ("Other Countries") by OT or its Sub-processors. The transfer to Other Countries shall be in accordance with Data Protection Legislation (to the extent it applies).

3.2 The Parties shall have in place a Transfer Mechanism in respect of any Restricted Transfer:

3.2.1 In the event of an EEA Restricted Transfer where Personal Data is transferred from Customer as data exporter acting as a Controller or Processor (as applicable), to OT as data importer acting as a Processor, the Parties shall, as part of this DPA, comply with the EEA Controller to Processor SCCs where the Customer acts as a Controller and the EEA Processor to Processor SCCs where the Customer acts as a Processor.

3.2.2 In the event of a UK Restricted Transfer, where Personal Data is transferred from Customer as data exporter acting as a Controller or Processor (as applicable) to OT as data importer acting as a Processor, the Parties shall, as part of this DPA, comply with the UK Controller to Processor SCCs where the Customer acts as a Controller

and the UK Processor to Processor SCCs where the Customer acts as a Processor.

3.2.3 In the event of a Swiss Restricted Transfer, whereby Personal Data is transferred from Customer as data exporter, acting as a Controller or Processor (as applicable), to OpenText as data importer acting as a Processor, the Parties shall, as part of this DPA, comply with the corresponding module of the EEA Standard Contractual Clauses.

3.2.4 The Standard Contractual Clauses will not apply to a Restricted Transfer to the extent that OT has adopted Binding Corporate Rules for Processors or an alternative recognised compliance standard for lawful Restricted Transfers.

3.3 Where pursuant to the Standard Contractual Clauses OT attempts to redirect a request from a public authority, including judicial authorities ("Government Request") to the Customer, and/or 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.

4. General Provisions.

4.1 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.

4.2 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. For Partner Agreements.

5.1 If the Principal Agreement relates to the resale or supply of Services with a partner under an OT partner programme or a partner agreement (a "Partner"), with OT acting as the Partner's sub-processor under that arrangement with 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 an MSP, the Beneficiary (as in each case as defined in the Principal Agreement) (hereinafter "Using Parties"), then the following provisions shall apply:

5.1.1 All references to "Customer" in this DPA shall mean the Partner;

5.1.2 Section 2.8.3 of this DPA shall be amended to read as follows: "Partner shall procure implementation and maintenance of privacy protections and security measures for components that Partner or any Using Parties (including Affiliates of any of these) provides or controls. Partner shall apply the principle of data minimisation and limit OT access to systems or Personal Data to only where essential for the performance of Services (and procure the same from Using Parties). 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 employees, contractors, business partners 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 Principal 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 the following categories of data: name, phone numbers, e-mail address, time zone, address data, company name, 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 specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None.

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 laws.

OT disclaims all liabilities in relation to the selection of data for use with the Services.

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 Principal Agreement 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 Principal 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 5 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 5 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 10

Key Performance Indicators – Not Used

Appendix 11

Sub-contractors

OpenText

Appendix 12

Social Value – Not Used

Appendix 13

DATA PROTECTION PROTOCOL – Not Used

Definitions

The definitions and interpretative provisions at Schedule 4 (Definitions and Interpretations) of the Contract shall also apply to this Protocol. For example, the following terms are defined in Schedule 4 of the Contract: “Authority”, “Data Protection Legislation”, “UK GDPR”, “Process” and “Processor” and “Supplier” are defined in Schedule 4 of the Contract. Additionally, in this Protocol the following words shall have the following meanings unless the context requires otherwise:

“Controller”	shall have the same meaning as set out in the UK GDPR;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Officer”	shall have the same meaning as set out in the UK GDPR;
“Data Recipient”	means that Controller who receives the relevant Personal Data;
“Data Subject”	shall have the same meaning as set out in the UK GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Transferor”	means that Controller who transfers the relevant Personal Data;
“Information Commissioner”	means the Information Commissioner in the UK;
“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of Processing;

“Personal Data Breach”	shall have the same meaning as set out in the UK GDPR;
“Processor”	shall have the same meaning as set out in the UK GDPR;
“Protocol” or “Data Protection Protocol”	means this Data Protection Protocol;
“Sensitive Data”	shall mean the types of data set out in Article 9(1) or 10 of the UK GDPR;
“Sub-processor”	means any third Party appointed to Process Personal Data on behalf of that Processor related to this Contract.

1. Supplier as data processor

1.1 Purpose and scope

- 1.1.1 The purpose of this Clause 1 is to ensure compliance with Article 28(3) and (4) of the UK GDPR.
- 1.1.2 This Clause 1 applies to the Processing of Personal Data as specified in Table A.
- 1.1.3 Table A is an integral part of this Clause 1.
- 1.1.4 This Clause 1 is without prejudice to obligations to which the Controller is subject by virtue of the UK GDPR.
- 1.1.5 This Clause 1 does not by itself ensure compliance with obligations related to international transfers in accordance with Chapter V of the UK GDPR.

1.2 Invariability of Clause 1

- 1.2.1 The Parties undertake not to modify Clause 1, except for adding information to Table A or updating information in it.
- 1.2.2 This does not prevent the Parties from including the standard contractual clauses laid down in this Clause 1 in a broader contract, or from adding other clauses or additional safeguards provided that they do not directly or indirectly contradict Clause 1 or detract from the fundamental rights or freedoms of Data Subjects.

1.3 Interpretation

1.3.1 Where this Clause 1 uses the terms defined in the UK GDPR, those terms shall have the same meaning as in the UK GDPR.

1.3.2 This Clause 1 shall be read and interpreted in the light of the provisions of the UK GDPR.

1.3.3 This Clause 1 shall not be interpreted in a way that runs counter to the rights and obligations provided for in the UK GDPR or in a way that prejudices the fundamental rights or freedoms of the Data Subjects.

1.4 Hierarchy

1.4.1 In the event of a contradiction between this Clause 1 and the provisions of the Contract and/or related agreements between the Parties existing at the time when this Clause 1 is agreed or entered into thereafter, this Clause 1 shall prevail.

1.5 Description of the processing

1.5.1 The details of the Processing operations, in particular the categories of Personal Data and the purposes of Processing for which the Personal Data is Processed on behalf of the Controller, are specified in Table A.

1.6 Obligations of the Parties

1.6.1 Instructions

- (i) The Processor shall Process Personal Data only on documented instructions from the Controller, unless required to do so by Law to which the Processor is subject. In this case, the Processor shall inform the Controller of that legal requirement before Processing, unless the Law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Controller throughout the duration of the Processing of Personal Data. These instructions shall always be documented.
- (ii) The Processor shall immediately inform the Controller if, in the Processor's opinion, instructions given by the Controller infringe the UK GDPR.

1.6.2 Purpose Limitation

- (i) The Processor shall Process the Personal Data only for the specific purpose(s) of the Processing, as set out in Table A, unless it receives further instructions from the Controller.

1.6.3 Duration of the Processing of Personal Data

- (i) Processing by the Processor shall only take place for the duration specified in Table A.

1.6.4 Security of Processing

- (i) The Processor shall at least implement the technical and organisational measures specified in Table A to ensure the security of the Personal Data. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects.
- (ii) The Processor shall grant access to the Personal Data undergoing Processing to members of its personnel only to the extent strictly necessary for implementing, managing and monitoring of the Contract. The Processor shall ensure that persons authorised to Process the Personal Data received have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

1.6.5 Sensitive Data

- (i) If the Processing involves Sensitive Data as set out in Table A, or data relating to criminal convictions and offences, the Processor shall apply specific restrictions and/or additional safeguards as agreed between the Parties in Table A.

1.6.6 Documentation and compliance

- (i) The Parties shall be able to demonstrate compliance with this Clause 1.
- (ii) The Processor shall deal promptly and adequately with inquiries from the Controller about the Processing of data in accordance with this Clause 1.
- (iii) The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations that are set out in this Clause 1 and stem directly from the UK GDPR. At the Controller's request, the Processor shall also permit and contribute to audits of the Processing activities covered by this Clause 1, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, the Controller may take into account relevant certifications held by the Processor.
- (iv) The Controller may choose to conduct the audit by itself or mandate an independent auditor. Audits may also include inspections at the premises or physical facilities of the Processor and shall, where appropriate, be carried out with reasonable notice.
- (v) The Parties shall make the information referred to in this Clause 1, including the results of any audits, available to the Information Commissioner on request.

1.6.7 Use of Sub-processors

- (i) The Processor shall not subcontract any of its Processing operations performed on behalf of the Controller in accordance with this Clause 1 to a Sub-processor, without the Controller's prior specific written authorisation. The Processor shall submit the request for specific authorisation at least fourteen (14) days prior to the engagement of the Sub-processor in question, together with the information necessary to enable the Controller to decide on the authorisation.
- (ii) Where the Processor engages a Sub-processor for carrying out specific Processing activities (on behalf of the Controller), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on the Processor in accordance with this Clause 1. The Processor shall ensure that the Sub-processor complies with the

obligations to which the Processor is subject pursuant to this Clause 1 and to the UK GDPR.

- (iii) At the Controller's request, the Processor shall provide a copy of such a Sub-processor agreement and any subsequent amendments to the Controller. To the extent necessary to protect business secret or other confidential information, including Personal Data, the Processor may redact the text of the agreement prior to sharing the copy.
- (iv) The Processor shall remain fully responsible to the Controller for the performance of the Sub-processor's obligations in accordance with its contract with the Processor. The Processor shall notify the Controller of any failure by the Sub-processor to fulfil its contractual obligations.
- (v) The Processor shall agree a third party Customer clause with the Subprocessor whereby - in the event the Processor has factually disappeared, ceased to exist in law or has become insolvent - the Controller shall have the right to terminate the Sub-processor contract and to instruct the Sub-processor to erase or return the Personal Data.

1.6.8 International Transfers

- (i) Any transfer of data to a third country or an international organisation by the Processor shall be done only on the basis of documented instructions from the Controller or in order to fulfil a specific requirement under Law to which the Processor is subject and shall take place on the basis of an adequacy regulation (in accordance with Article 45 of the UK GDPR) or standard data protection clauses (in accordance with Article 46 of the UK GDPR). All transfers shall comply with Chapter V of the UK GDPR and any other applicable Data Protection Legislation.
- (ii) The Controller agrees that where the Processor engages a Sub-processor in accordance with Clause 1.6.7. for carrying out specific Processing activities (on behalf of the Controller) and those Processing activities involve a transfer of Personal Data within the meaning of Chapter V of GDPR, the Processor and the Sub-processor can ensure compliance with Chapter V of the UK GDPR by using standard contractual clauses adopted by the Information Commissioner in accordance with Article 46(2) of the UK GDPR,

provided the conditions for the use of those standard contractual clauses are met.

1.7 Assistance to the Controller

1.7.1 The Processor shall promptly notify the Controller if it receives a Data Subject Request. It shall not respond to the request itself, unless authorised to do so by the Controller.

1.7.2 The Processor shall assist the Controller in fulfilling its obligations to respond to Data Subject Requests to exercise their rights, taking into account the nature of the Processing. In fulfilling its obligations in accordance with Clauses 1.7.1 and 1.7.2 Processor shall comply with the Controller's instructions.

1.7.3 In addition to the Processor's obligation to assist the Controller pursuant to Clause 1.7.2, the Processor shall furthermore assist the Controller in ensuring compliance with the following obligations, taking into account the nature of the data Processing and the information available to the Processor:

- (i) the obligation to carry out a Data Protection Impact Assessment where a type of Processing is likely to result in a high risk to the rights and freedoms of natural persons;
- (ii) the obligation to consult the Information Commissioner prior to Processing where a Data Protection Impact Assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Controller to mitigate the risk;
- (iii) the obligation to ensure that Personal Data is accurate and up to date, by informing the Controller without delay if the Processor becomes aware that the Personal Data it is Processing is inaccurate or has become outdated; and
- (iv) the obligations in Article 32 of the UK GDPR.

1.7.4 The Parties shall set out in Table A the appropriate technical and organisational measures by which the Processor is required to assist the Controller in the application of this Clause 1.7 as well as the scope and the extent of the assistance required.

1.8 Notification of Personal Data Breach

1.8.1 In the event of a Personal Data Breach, the Processor shall co-operate with and assist the Controller to comply with its obligations under Articles 33 and 34 of the UK GDPR, where applicable, taking into account the nature of Processing and the information available to the Processor.

1.8.2 Personal Data Breach concerning data Processed by the Controller

- (i) In the event of a Personal Data Breach concerning data Processed by the Controller, the Processor shall assist the Controller:
 - (A) in notifying the Personal Data Breach to the Information Commissioner, without undue delay after the Controller has become aware of it, where relevant (unless the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons);
 - (B) in obtaining the following information which, pursuant to Article 33(3) of the UK GDPR, shall be stated in the Controller's notification, and must at least include:
 - 1) the nature of the Personal Data including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned;
 - 2) the likely consequences of the Personal Data Breach; and
 - 3) the measures taken or proposed to be taken by the Controller to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (C) in complying, pursuant to Article 34 of the UK GDPR, with the obligation to communicate without undue delay the Personal Data Breach to the Data Subject, when the Personal Data Breach is likely to result in a high risk to the rights and freedoms of natural persons.

1.8.3 Personal Data Breach concerning data Processed by the Processor

- (i) In the event of a Personal Data Breach concerning data Processed by the Processor, the Processor shall notify the Controller without undue delay after the Processor having become aware of the breach. Such notification shall contain, at least:
 - (A) a description of the nature of the breach (including, where possible, the categories and approximate number of Data Subjects and data records concerned);
 - (B) the details of a contact point where more information concerning the Personal Data Breach can be obtained; and
 - (C) its likely consequences and the measures taken or proposed to be taken to address the breach, including to mitigate its possible adverse effects.

Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

- (ii) The Parties shall set out in Table A all other elements to be provided by the Processor when assisting the Controller in the compliance with the Controller's obligations under Articles 33 and 34 of the UK GDPR.

1.9 ***Non-compliance with Clause 1 and termination***

- 1.9.1 Without prejudice to any provisions of the UK GDPR, in the event that the Processor is in breach of its obligations under this Clause 1, the Controller may instruct the Processor to suspend the Processing of Personal Data until the latter complies with this Clause 1 or the Contract is terminated. The Processor shall promptly inform the Controller in case it is unable to comply with this Clause 1 for whatever reason.

1.9.2. The Controller shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data in accordance with this Clause 1 if:

- (i) the Processing of Personal Data by the Processor has been suspended by the Controller pursuant to Clause 1.9.1 and if compliance with this Clause 1 is not restored within a reasonable time and in any event within one month following suspension;
- (ii) the Processor is in substantial or persistent breach of this Clause 1 or its obligations under the UK GDPR;
- (iii) the Processor fails to comply with a binding decision of a competent court or the Information Commissioner regarding its obligations pursuant to this Clause 1 or to the UK GDPR.

1.9.3 The Processor shall be entitled to terminate the Contract insofar as it concerns Processing of Personal Data under this Clause 1 where, after having informed the Controller that its instructions infringe applicable legal requirements in accordance with Clause 1.6.1(ii), the Controller insists on compliance with the instructions (provided that the Processor has clearly demonstrated the infringement by the provision of a legal opinion provided by a solicitor or barrister that both Parties can rely upon).

1.9.4 Following termination of the Contract, the Processor shall, at the choice of the Controller, delete all Personal Data Processed on behalf of the Controller and certify to the Controller that it has done so, or, return all the Personal Data to the Controller and delete existing copies unless the Law requires storage of the Personal Data. Until the data is deleted or returned, the Processor shall continue to ensure compliance with this Clause 1.

2. Parties as joint controllers

- 2.1. Where in Table A the Parties acknowledge that, for the purposes of the Data Protection Legislation, the Authority and the Supplier are Joint Controllers, this Clause 2 shall apply. The only Processing that a Joint Controller is authorised to do is listed in Table A of this Protocol by the Authority and may not be determined by the Supplier.
- 2.2. The Parties shall, in accordance with Article 26 of the UK GDPR, enter into a Joint Controller agreement based on the terms outlined in Annex 1.

3. Both data controllers

- 3.1. To the extent that the nature of the Supplier's obligations under the Contract means that the Parties are acting both as Controllers (as may be referred to in Table A), each Party undertakes to comply at all times with its obligations under the Data Protection Legislation and shall:
- 3.1.1. implement such measures and perform its obligations (as applicable) in compliance with the Data Protection Legislation; and
 - 3.1.2. be responsible for determining its data security obligations taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects, and shall implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and accidental destruction or loss and ensure the protection of the rights of the Data Subject, in such a manner that Processing will meet the requirements of the Data Protection Legislation where Personal Data has been transmitted by it, or while the Personal Data is in its possession or control.
- 3.2. Where Personal Data is shared between the Parties, each acting as Controller:
- 3.2.1. the Data Transferor warrants and undertakes to the Data Recipient that such Personal Data has been collected, Processed and transferred in accordance with the Data Protection Legislation and this Clause 1;
 - 3.2.2. the Data Recipient will Process the Personal Data in accordance with the Data Protection Legislation and this Clause 1; and
 - 3.2.3. where the Data Recipient is in breach of its obligations under this Protocol and the Data Protection Legislation, the Data Transferor may suspend the transfer of the Personal Data to the Data Recipient either on a temporary or permanent basis, depending on the nature of the breach.

Guidance: there are limited requirements in the UK GDPR when Parties act as separate Controllers. Clause 3 above provides a sensible starting point. However, Authorities are advised to review the Information Commissioner's guidance ([ICO GDPR Guidance](#)) and consult their Information Governance team when considering whether further provisions or a separate data sharing agreement should be used

4. Changes to this protocol

- 4.1 Any change or other variation to this Protocol shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

