

OpenText Cloud Platform Trial Agreement

OPENTEXT CLOUD PLATFORM SERVICES THROUGH THE DEVELOPER EXPERIENCE - TRIAL AGREEMENT

The OpenText™ Cloud Platform (OCP) Services through the Developer Experience (the “**Services**”) empowers developers and customers to extend, customize, build, and deploy digital applications that use and leverage OpenText’s OCP services. The Services are a starting point in the developer's journey that unlocks the full power, flexibility, and potential of OpenText’s services, with the full backing and support of OpenText.

This Trial Agreement (the “**Agreement**”) is an agreement between OpenText Corporation (“**OpenText**”) and Developers and Partners (hereinafter “**You**”) governing participation in the Services 90 day Trial (the “**Trial Program**”). The Trial Program allows Developers access to and use of the Services which include (i) access to the Website (<https://developers.opentext.com>); (ii) access to and use of services and application programming interfaces (the “**APIs**”), and; (iii) developer documentation which includes community forums, product and services documentation, sample code and other supporting documentation.

THE OPENTEXT PRIVACY POLICY AT <https://www.opentext.com/about/copyright-information/site-privacy> GOVERNS ANY DATA THAT OPENTEXT GENERATES AND STORES IN RELATION TO THE TRIAL PROGRAM.

BY **CLICKING** “ACCEPT” (IF THIS IS A CLICK-THRU ACCEPTANCE), SIGNING BELOW (“NON-CLICKTHRU ACCEPTANCE”), OR BY ACCESSING AND USING THE SERVICES OF THE TRIAL PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOUR RIGHT TO PARTICIPATE IN THE TRIAL PROGRAM IS SUBJECT TO YOUR ACCEPTANCE OF AND CONTINUING COMPLIANCE WITH THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT PARTICIPATE IN THE TRIAL PROGRAM. If You accept this Agreement on behalf of an employer or other entity, You represent and warrant that You have full legal authority to bind such employer or other entity to this Agreement; and, if You do not have such legal authority, You may not accept the Agreement or use any of the Services on behalf of such employer or other entity.

Whereas, OpenText licenses software and hosted services owned by Open Text Corporation and its affiliated companies and licensors;

Whereas, OpenText is the owner of the Services;

Whereas, OpenText desires to have the Services used and tested by Developers in the Trial Program, and You, the Developer desires to participate and provide any feedback in the Trial Program, which includes leveraging the Services to generate powerful, customizable, and flexible Applications to promote and showcase your business;

Now Therefore, You desire to obtain from OpenText, and OpenText desires to grant to You, a limited license to use, test, and evaluate the Services as described in this Agreement.

OpenText Cloud Platform Trial Agreement

Accordingly, in consideration of the mutual promises contained herein and of other good and valuable consideration, OpenText and You agree as follows:

1 License

OpenText grants You a non-exclusive, limited-time, license to access and use the Services. You accept the license subject to the terms of this Agreement. In exchange for the grant of the license, You agree to use, test, and evaluate the Services, and provide any feedback to OpenText with respect to the usefulness and functionality of the Services, and relinquish any rights related to the license, the Services, the Feedback (as defined below), and any reporting, testing, and evaluating and any other intellectual property that existed prior-to and/or generated in respect of this Agreement. The use and license of separate OpenText software (“Other Software”) are governed by separate licensing to cover such Other Software.

OpenText grants and You acknowledge that You shall have only a limited, revocable, non-exclusive, nontransferable license to access and use the Services for a period not to exceed 90 days commencing on the date of signing and/or click-thru acceptance (the “Effective Date”), this period hereinafter referred to as the **Trial Program Period**, for the sole purpose of using, testing, and evaluating the Services and providing Feedback (as defined below) to OpenText. You may only: (i) access and use the Services in the quantities indicated by OpenText in the instructions which accompany the Agreement and/or other written instructions provided by OpenText at any time (including email instructions); (ii) allow access to those who You employ who are directly participating in the Trial Program; and (iii) understand and accept that all applications that You develop under the Trial Program shall be deleted by OpenText at the termination of the Trial Program Period. It is strongly recommended that You save applications that You develop (which You desire to preserve) prior to the end of the Trial Program.

You are expressly prohibited from using the Services for production/productive purposes as further specified above in section 1.1, including but not limited to any purpose that supports commercial operations that You control, produce, and/or perform. You also acknowledge and agree to not access or use the Services for any purpose that is illegal and abide by the Acceptable Use Policy in Appendix A. You understand that You are solely responsible to take appropriate measures to isolate and back up computer systems, including computer programs, data, and files, and to take other actions necessary to protect systems and data. You are fully responsible for the protection of data that You store on OpenText’s systems (“**Your Data**”) while using and leveraging the Services during the Trial Program Period. Upon completion of the Trial Program Period, OpenText may permanently delete Your Data, unless another arrangement is further agreed upon.

The Trial Program Period may only be extended upon mutual written agreement between the parties. Upon termination of the Trial Program Period, OpenText may delete any of the accounts You control, data and/or information that You may store on OpenText’s systems, and if OpenText requires, You must immediately delete or return to OpenText all copies of the

OpenText Cloud Platform Trial Agreement

Services and API keys provided to You and Confidential Information in accordance with instructions by OpenText.

1.1 No Commercial Software: You accept and agree that no commercial software related to the Services under the Trail Program is necessarily expected nor forthcoming by acceptance of the Agreement, and that any such commercial software is subject to and fully controlled by future agreement.

2.0 Ownership of the Services

The Services are protected by Canadian, United States, and other national and international copyright laws and treaties, as well as other laws and treaties. The Services are a confidential trade secret of OpenText, its affiliates and/or its licensors, and is their confidential information. None of the Services are being sold. All ownership, license, Intellectual Property (as defined below), and other rights and interests in the Services shall remain solely with OpenText, its affiliates and/or its licensors.

3.0 Non-Disclosure, Confidential Information

3.1 You acknowledge and agree that in the process of providing access to and use of the Services, OpenText may disclose to You certain confidential, proprietary trade secret information of OpenText (the "Confidential Information"). Confidential Information may include, but is not limited to, the Services, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, manuals, design documents, marketing information, financial information, survey information and/or business plans. Confidential Information shall also include Feedback (as defined below), any results of the Trial Program, as well as the reporting, surveying, testing and evaluating carried out by You and OpenText in relation to this Agreement.

Confidential Information shall be the sole property of OpenText, and You agree to not, without the express prior written consent of OpenText, disclose any Confidential Information or any part thereof to any third party, except to the extent that such Confidential Information (a) is or becomes generally available to the public through no fault of You; (b) is rightfully received by You from a third party (who had all rights necessary to provide the Confidential Information) without limitation as to its use; (c) is independently developed by You, or (d) is disclosed pursuant to any judicial or governmental request or order.

3.2 You agree not to duplicate, translate, modify, copy, printout, reverse engineer, disassemble, decompile, or otherwise tamper with the Services.

4.0 Intellectual Property

OpenText Cloud Platform Trial Agreement

Intellectual Property means all intellectual property and other similar proprietary rights in any jurisdiction, whether registered or unregistered, including rights in and to: (i) works of authorship, copyrights in both published and unpublished works, moral rights, and rights in mask works, and all related registrations and applications for registration and extensions and renewals (collectively, "Copyrights"), as well as all rights in compilations, databases, data collections or other collections of information, data, works or other materials, including derivatives works thereof; (ii) Internet domain names and other Internet addresses or identifiers (collectively, "Domain Names"); (iii) trademarks, service marks, rights in trade names, trade dress, logos, certification marks, packaging and other designs, slogans, business names, brand names and all other indicia of origin, and all related registrations, applications for registration, and renewals, and all goodwill associated with any of the foregoing (collectively, "Marks"); (iv) patents, patent applications, utility models, design rights, and all related patent rights, together with all reissuances, divisionals, continuations, continuations-in-part, revisions, renewals, extensions and reexaminations and foreign counterparts thereof (collectively, "Patents"), and any inventions and invention disclosures, whether or not patented, including but not limited to those of the Services, whether practiced or not, which OpenText conceives of or designs but not necessarily implements; (v) trade secrets (including, those trade secrets defined in the Uniform Trade Secrets Act and under corresponding state or foreign statutory law and common law), know-how, technologies, processes, techniques, protocols, methods, formulae, product specifications, data, algorithms, compositions, industrial models, architectures, layouts, designs, drawings, plans, specifications, methodologies, ideas, research and development, feedback and reporting (as defined below), and confidential, proprietary or non-public business or technical information (including technical data, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) (collectively, "Trade Secrets"); (vi) Software; (vii) any similar, corresponding or equivalent rights to any of the foregoing; and (viii) all rights to prosecute and perfect the foregoing through administrative prosecution, registration, recordation, or other proceeding, and all causes of action and rights to sue or seek other remedies arising from or relating to the foregoing (including Copyrights, Domain Names, Marks, Patents, and Trade Secrets), including for any past or ongoing infringement, misuse or misappropriation.

4.1 Feedback: You may report to OpenText throughout the Trial Program Period, any and all feedback ("**Feedback**"), including but not limited to: (i) any perceived defect in the Services; any positive or negative observations and comments about the Product; and (iii) any ideas, suggestions, code, surveys, forums, documents and/or proposals pertaining to the Services. If You discover errors and/or defect (collectively, the "Errors") in the Services, You may notify OpenText about the nature of the Errors. By submitting Feedback to OpenText, You acknowledge and agree that: (a) You have the rights necessary to provide Feedback to OpenText under the terms of this Section 4.0, but no right to disclose Feedback in any manner to any third party; (b) OpenText is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (c) OpenText, in its discretion, shall be entitled to use and disclose such Feedback for any purpose, in any way, in any media worldwide; any joint feedback between OpenText and You is subject to a further arrangement and agreement,

OpenText Cloud Platform Trial Agreement

however governed by this Agreement; (d) OpenText may have something similar to the Feedback already under consideration or in development; (e) the Feedback automatically becomes OpenText's property and Confidential Information without any obligation to You; and (f) You are not entitled to any compensation or reimbursement of any kind from OpenText under any circumstances.

Formal mechanisms to provide Feedback between You and OpenText, such as written reports, completed surveys and questionnaires, etc., compiled and reported by You to OpenText, may be subject to a further arrangement and agreement.

4.2 Non-Compete: During the Term of the Agreement (referenced in section 5), You shall not, either on your own account or for any other person, firm, company, government or entity, directly or indirectly, including, without limitation, through partnerships, alliances, business arrangements or other channels (a) develop, produce, make, market, offer for sale, sell, import or distribute any applications, products, systems or services that assists or enables the same or similar to the Services (b) license to any third parties any (i) patents, (ii) software, including without limitation, any source code, executable code, or object code, (iii) technology or (iv) any other intellectual property, for use in any applications, products, systems or services identified in Subsection (a); or (c) use any information obtained from the Services in furtherance of the activities described in Subsection (a), either on their own account or for any other person, firm, company, government or entity, directly or indirectly (whether as a stockholder, partner, lender, consultant, agent, supplier, distributor or in any other relationship or capacity), or disclose any of that information to any third party. Any breach of this Section 4.3 shall result in the automatic termination of the Agreement retroactive to the date that such breach first occurred.

5.0 Term and Termination

OpenText may terminate this Agreement (including any ongoing Trial Program Period) immediately and at any time without notice. If not earlier terminated by OpenText in accordance with this Section 5.0, this Agreement shall terminate automatically upon the end of the Trial Program Period (the "Term"). The obligations required by You described in Section 3.0 (Non-Disclosure, Confidential Information) and Section 4.2 (Non-Compete) above shall survive the termination of this Agreement, along with any other obligations which by their nature are intended to survive.

You understand and accept that all applications that You develop under the Trial Program shall be deleted by OpenText at the termination of the Trial Program Period. It is strongly recommended that You save applications that You develop (which You desire to preserve) prior to the end of the Trial Program

6.0 Warranties, Limitation of Liability

ACCESS TO AND USE OF THE SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS" "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND. TO THE FULL EXTENT PERMITTED BY LAW, OPENTEXT, ITS AFFILIATES, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEM INTEGRATION OR COMPATIBILITY, WORKMANLIKE EFFORT, LACK OF NEGLIGENCE, QUIET ENJOYMENT, AND NON- INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, OPENTEXT DOES NOT WARRANT OR REPRESENT THAT THE SERVICES OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, SECURE, RELIABLE, ACCESSIBLE, UNINTERRUPTED OR ERROR-FREE, OR THAT OPENTEXT'S SERVERS AND SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT OPENTEXT'S SECURITY PROCEDURES AND MECHANISMS WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO INFORMATION OR CONTENT BY THIRD PARTIES.

6.1 Limitation of Liability: NEITHER OPENTEXT NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE PRODUCT OR ACCESS DATA, INFORMATION OR CONTENT, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES AND BASED ON ANY THEORY OF LIABILITY INCLUDING STATUTORY, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF OPENTEXT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TOTAL LIABILITY OF OPENTEXT TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO ONE UNITED STATES DOLLAR (\$1). YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE PRODUCT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. OPENTEXT'S SUPPLIERS SHALL HAVE NO LIABILITY TO YOU FOR ANY REASON.

THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTHING CONTAINED IN THIS AGREEMENT LIMITS LIABILITY OF OPENTEXT TO YOU IN THE EVENT OF DEATH OR PERSONAL INJURY RESULTING FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

7.0 Other Governing Provisions

7.1 Waiver, Amendment, Assignment. No waiver of any provision of this Agreement is binding on either party unless set out in a mutually signed written waiver. This Agreement shall only be amended by a written document signed by OpenText and You stating such document is an amendment or an addendum hereto. This Agreement may be assigned by OpenText to an affiliate of OpenText or to a successor-in-interest/title of OpenText without consent. This Agreement shall not be assigned by You, in whole or in part, without prior written consent of OpenText.

7.2 Vienna Convention: All provisions of the United Nations Convention On Contracts For The International Sale of Goods are hereby rejected by the parties and excluded from this Agreement in their entirety.

7.3 Governing Law: This Agreement shall be governed by the laws of the Province Of Ontario (Canada) excluding its conflicts or choice of law rules. Except for injunctive relief required by OpenText to protect its intellectual property, all related litigation shall occur in the courts located in such jurisdiction. If You or OpenText commence any litigation or proceeding against the other related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys fees and court costs.

7.4 Severability: Should any provision of this Agreement be deemed contrary to applicable law or unenforceable by any court of competent jurisdiction, the provision shall be considered severed from this Agreement, but all remaining provisions shall continue in full force.

7.5 Export Laws: The Services, including its documentation and technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that You have the responsibility to obtain licenses to export, re-export, or import the Services, its documentation and/or technical data.

7.6 UCITA Not Applicable: You and OpenText agree that the Uniform Computer Information Transactions Act, or any version thereof, adopted by any state located in the United States, in any form ("UCITA") shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provisions contained therein.

7.7 Entire License Agreement: This Agreement, together with each written and signed addendum, sets forth the entire agreement between OpenText and You with respect to the subject matter hereof, and supersedes all prior related oral and written agreements and

OpenText Cloud Platform Trial Agreement

understandings between the parties. Neither party is bound by or is liable for any alleged representation, promise, or inducement not expressly stated in this Agreement.

7.8 Remedy: You hereby acknowledge and agree that, in the event You shall breach any of the agreements or obligations set forth in this Agreement, the damages to OpenText may be irreparable, that any remedy at law for any such breach may be inadequate and that OpenText shall be entitled to seek specific performance for any other type of equitable relief in order to enforce its rights or obligations subject to You hereunder.

[NON-CLICKTHRU ACCEPTANCE, SIGN AND EXECUTE]

Name:	Name:
Company:	Company:
Title:	Title:
Date:	Date:

Appendix A - Acceptable Use Policy

This Acceptable Use Policy ("AUP") governs use by You of the Services in the Agreement. Violation of this AUP may result in the suspension or immediate termination and access and participation by You in the Trial Program without prior notice. Failure of OpenText to enforce this AUP, for whatever reason, shall not be construed as a waiver of the rights of OpenText to terminations at any time. If You have any questions regarding this policy, please contact us at otdeveloper@opentext.com

For purposes of this AUP, Information refers to all forms of data, content, database information, communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings, including all the Information (including that uploaded by You and stored by OpenText) related to use of the Services.

I. Rules of Conduct

If You use the Services to harm its operation or cause harm to others or if You encourage or assist any third party, to do any of the following, You will be in violation of this AUP.

- A. Engage in activity that harms or disrupts the operation or performance of the Services,
- B. Misrepresent identity, impersonate any person, or attempt to gain access to or illegally track any account, user, device, system, or network related to the Services,
- C. Use or manipulate the Services in any manner not permitted by OpenText,
- D. Use the Services in a manner that results in excessive bandwidth usage, as determined by OpenText,
- E. Use the Services for any illegal purpose, or to publish, post, share, copy, store, backup or distribute any illegal files or data,
- F. Use the Services to publish, post, share, copy, store, backup or distribute information protected by the intellectual property rights of a third party, unless You own or have necessary rights to such information,
- G. Use the Services to publish, post, share, copy, store, backup or distribute material that contains viruses, Trojan horses, worms, corrupted files, malware, or any other similar software that may damage the operation of the Services or device and/or property of another person or company,
- H. Engage in online activities that would encourage other parties to cause damage to the Services,

OpenText Cloud Platform Trial Agreement

I. Directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services, unless under written consent of OpenText in conjunction or for sole purposes of use during the Trial Program Period,

J. Alter or modify any disabling mechanism which may be included in Services,

K. Assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services,

L. Remove or alter any proprietary notices (e.g., copyright, trademark notices, legends, etc.) from the Services.

II. Security and Backup

Password and/or authentication information to the Services Program, if applicable, provide access to account(s) You control (as a "User"). You (and all Users under your control) are responsible for keeping your password secure, and You may not share the password and account access – including account name(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e., Smartcard), or similar information or devices used for identification and authorization purposes – with unauthorized users. You are solely responsible for use of an account and password, and You may not obtain or usurp the account and password of another user. You must adopt adequate security measures to prevent or minimize unauthorized use of accounts You control, including choosing a password that is not easy to guess and/or decipher. OpenText recommends a complex password that includes at least eight characters that combine letters, numbers, and symbols, and which is changed regularly (i.e., once per quarter).

You may not attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for You, logging into or making use of Services or User accounts You are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools, or network probing tools. You may not attempt to interfere with Services to any User, host, or network. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, denial of service attacks and attempts to "crash" a host. Users who violate systems or network security may incur criminal or civil liability. OpenText will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

In addition to the backup efforts utilized by OpenText further detailed in this Agreement, OpenText recommends You perform regular backups of data You own, and regularly do a data "dump" (archive), of all files stored in association with use and participation in the Services on a regular basis. Any sensitive or important files should be backed up on local computer systems You control prior to uploading them to the Services.

III. Network and Performance

User accounts and Services operate on shared resources. Excessive use or abuse of these shared network resources by one or more Users may have a negative impact on all other Users. You are prohibited from misusing network resources in a manner that impairs network performance. While OpenText uses industry standard efforts regarding server uptime, the Services are based upon extremely complex file sharing systems and will always remain fallible no matter what precautions are taken. Furthermore, service interruptions can be caused by external router outages, which may be between computer system You control and OpenText servers.

IV. Violations of the AUP, Reporting, and Consequences

OpenText requests that anyone who believes that there is a violation of this AUP direct the information to otdeveloper@opentext.com

OpenText may take any one or more of the following actions in response to complaints regarding your violations: written or verbal warnings; suspend certain access privileges; suspend and/or terminate account(s) You control; bill You for any administrative costs and/or reactivation charges; bring legal action to enjoin violations and/or to collect damages, if any, caused by violations of this AUP.