opentext ™

The Information Company ™

Trading Grid Terms & Conditions

October 2017

OPENTEXT Trading Grid Web Interface ("Service") is an electronic data interchange service which is provided by OPENTEXT, Inc. ("OPENTEXT"). It allows authorized subscribers to electronically exchange business data in standardized formats with trading partners on a computer-to-computer basis. Access to and use of the Service by your Company ("Client"), and persons who use Client's User ID Number and password to access the Service, will be subject to the following terms and conditions:

1. **Access.** Client is responsible for providing and maintaining a mobile device and/or personal computer, and Internet services (including browser software) required for accessing and using the Service. Client will pay the service providers separately for all telecommunications and Internet service fees and charges incurred by it in accessing the Service.

2. **Term Amendment.** Unless earlier terminated as provided herein, this Agreement will continue for the initial term selected in your initial subscription and thereafter will automatically renew for additional 12-month renewal terms unless terminated by either party upon thirty (30) days' notice to the other prior to the expiration date of the initial term or current renewal term. In the event of early termination without cause by Client, Client hereby agrees to pay OPENTEXT any committed subscription fees for the remainder of the then-current term.

OPENTEXT may suspend use of the Service without notice in the event of a breach of this Agreement by Client (including failure to timely pay) and may terminate this Agreement if the breach is not cured within fifteen (15) days after notice to Client. OPENTEXT may in its discretion change the type and location of system equipment, facilities and software used by OPENTEXT in providing Services at any time. In addition, OPENTEXT may change the Terms and Conditions applicable to the Service (other than prices) at any time by posting changes online on the OPENTEXT Trading Grid Web Interface for five (5) consecutive days. Client is responsible for reviewing regularly information posted online to obtain timely notice of such changes. Continued use of the Service after changes are posted constitutes acceptance by Client of this Agreement as modified by the posted changes.

3. **Third Party Use.** Client will not resell the Services to third parties without OPENTEXT's written agreement. OPENTEXT will grant consent if, in OPENTEXT's sole discretion, resale will not be detrimental to OPENTEXT's interests and Client will be able to adequately support prospective third-party users. If Client makes access to Services available to third parties, Client agrees to indemnify and hold OPENTEXT harmless from any liability, costs or damages including any amounts paid in settlement arising out of claims or suits by such third parties.

4. **Use of Services; Intellectual Property.** Client will use the Services in accordance with applicable law, including data privacy laws. OPENTEXT reserves the right to terminate access or take other actions it reasonably believes to be necessary to comply with the law or prevent damage to OPENTEXT systems or customers or disruption of other OPENTEXT customers' use of the affected Service. Client is not authorized to copy for republication and dissemination any materials accessed by means of the use of the Services, if such materials are identified as the intellectual property of OPENTEXT or of any third party. Client will not delete any intellectual property rights notices from printouts of materials which are electronically accessed.

5. **Data Security.** OPENTEXT will use reasonable care to protect Client's data against physical damage or unauthorized access. Client is responsible for selecting and properly using security procedures available to Client on OPENTEXT's systems to restrict access to Client's information and implementing such other measures as Client deems necessary to safeguard and back-up its files, data and programs.

6. **Warranty.** OPENTEXT warrants that the Services, if used properly, will perform substantially in accordance with the then current user documentation for the Services. OPENTEXT's sole obligations for failure to meet this warranty will be to correct any failure to meet warranted performance, which materially impairs the operation of the Services. If warranted performance is not restored within a reasonable time, Client may terminate this Agreement and OPENTEXT will refund any fees paid by Client to initiate the Services. This warranty only applies to failures that are reported to OPENTEXT in writing within sixty (60) days after the date of the failure. THERE ARE NO STATUTORY OR IMPLIED WARRANTIES OF ANY KIND RELATING TO THE SERVICES. OPENTEXT DOES NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S BUSINESS NEEDS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGES TO ITS OPERATIONS, WHICH COULD BE CAUSED BY SERVICES DEFECTS, ERRORS, INTERRUPTIONS, OR MALFUNCTIONS.

7. **Limitation of Liability.** NEITHER OPENTEXT NOR ITS SUPPLIERS WILL BE LIABLE TO CLIENT FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ITS PROVISION OF OR FAILURE TO PROVIDE THE SERVICES TO CLIENT (EVEN IF OPENTEXT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE LIABILITY OF OPENTEXT OR ITS SUPPLIERS TO CLIENT FOR ANY OTHER TYPES OF DAMAGE WHICH MIGHT BE CAUSED BY OR ARISE OUT OF THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING CLAIMS OF NEGLIGENCE, WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY CLIENT TO OPENTEXT FOR SERVICES IN THE THREE (3) MONTHS PRECEDING THE EVENT OR SERIES OF EVENTS WHICH IS THE CAUSE OF LIABILITY.

8. **Indemnity.** Client will indemnify and hold OPENTEXT harmless from any liability, costs or damages including any amounts paid in settlement arising from (a) the unlawful or improper use of the Services, (b) alleged copyright or other intellectual property rights infringement, defamation or other tort on account of information content provided to OPENTEXT by Client.

9. **Force Majeure.** Neither party will be liable to the other for any failure to perform of this Agreement if the failure arises out of the unavailability of third party communication facilities or energy sources, acts of God, acts of the other party, acts of governmental authority, fires, strikes, riots or war, or any cause beyond the reasonable control of that party.

10. **Client Information.** Client authorizes OPENTEXT to include Client's name, contact information and other relevant directory information relating to Client's use of the Services in directories of OPENTEXT's subscribers or licensees held, processed and maintained in the U.S. or elsewhere, which may be disclosed to OPENTEXT affiliates, distributors and resellers.

11. **Dispute Resolution.** Any action in connection with this Agreement must be commenced not more than two (2) years after the date the right, claim, demand or cause of action first arose, and will be decided under the law of the State of Maryland, excluding its conflict-of-laws rules. Any right to jury trial in any such action is waived.

12. **Entire Agreement.** This Agreement contains the entire and only understanding and agreement of the parties concerning or relating to the Services. The terms and conditions contained in any purchase order form, which may be submitted by Client for such Services will not be applicable or effective even if receipt of such document is acknowledged. No waiver, alteration, or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of the party to be bound.

About OpenText

OpenText enables the digital world, creating a better way for organizations to work with information, on premises or in the cloud. For more information about OpenText (NASDAQ: OTEX, TSX: OTC) visit opentext.com.

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