

# OpenText Community Network

Terms of Use

Welcome to OPENTEXT social network that also called the "OT Community Network" or the "OPENTEXT Community". As a member, you can exchange information, questions, and comments with fellow OPENTEXT Community members. As with all social networks, following common rules will make the interaction a positive and worthwhile experience for everyone.

We have established certain OPENTEXT Terms of Use for the benefit of you, other members and OPENTEXT. There may be additional terms of use that apply to specific Communities. If there is a conflict between these OPENTEXT Terms of Use and a particular OPENTEXT Community's terms specific to that Community, the specific OPENTEXT Community terms govern with respect to your participation in that particular OPENTEXT Community. OPENTEXT is committed to having a Community Network that upholds the values of respect, openness, objectivity, and inclusion. OPENTEXT holds its Community Network to the same standards to which OPENTEXT holds itself: Equity, Diversity and Inclusion in all OPENTEXT does. OPENTEXT is pleased that you're here and look forward to your participation in the OPENTEXT Community Network.

#### **OPENTEXT Terms of Use**

ATTENTION: PLEASE READ THESE OPENTEXT TERMS OF USE CAREFULLY BEFORE USING THE OT COMMUNITY NETWORK. BY REGISTERING FOR AN OPENTEXT ACCOUNT OR BY

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ACCESSING OR USING THE OT COMMUNITY NETWORK, YOU REPRESENT THAT YOU HAVE READ AND ACCEPT THESE OPENTEXT TERMS OF USE IF YOU DO NOT ACCEPT THESE OPENTEXT TERMS OF USE AND THE OPENTEXT LEGAL NOTICE, DO NOT USE OR PARTICIPATE IN THE OT COMMUNITY NETWORK.

#### 1. Modification to Terms of Use

OPENTEXT reserves the right to change the Terms of Use from time to time at its sole discretion. OPENTEXT will post the modified Terms of Use on the applicable OPENTEXT site. You should periodically check the Terms of Use for such changes. Your continued use of any OT Community after OPENTEXT posts such changes to the Terms of Use indicate your acknowledgement of such changes and agreement to be bound by the revised Terms of Use. If you object to any such changes, your sole recourse is to inform OPENTEXT that you wish to cease using the OT Community Network and OPENTEXT will deactivate your username and password, as applicable. The Terms of Use, as modified by OPENTEXT from time to time, apply to all visits to OPENTEXT, both now and in the future. In the event of any inconsistency between these OPENTEXT Terms of Use and the OPENTEXT Legal Notice, these OPENTEXT Terms of Use control with respect to your use of any OPENTEXT Community.

# 2. Network Community User Expectations

- OPENTEXT Community Network should be used in compliance with national/local laws and may not be used in a malicious or discriminatory manner. Members shall agree to use OPENTEXT in an ethical and inclusive manner.
- Participation: Any visitor can browse the content without signing in or registering. To interact within the community a user will need to sign-in with an OPENTEXT Connect account.
- Registration: Visitors that do not have an OPENTEXT Connect account can register. This account is
  used to Sign-In to the community.
- Moderation: OPENTEXT Community Managers moderate the conversations. Moderation ensures
  questions and discussions are answered appropriately. Any disparaging comments will be removed.
- OPENTEXT's Voyager Connect community is an open community focused on thought leadership
  conversations. This is where customers, OPENTEXT experts, partners and industry peers can
  connect. Connect members can learn from great content such as solution/product briefs, case
  studies, demos and how to's, peer to peer insights, and more. Every user is encouraged to share

- their feedback, experiences, stories, and knowledge. Technical or support related questions may be moved into "My Support" to keep the focus on thought leadership discussion.
- OPENTEXT's Developer community offers OPENTEXT customers, partners, commercial developers, prospective customers, and employees, an opportunity to share information, exchange ideas, expertise and experience, ask questions, provide solutions, share technology advances, and obtain product information. Guidance provided between developers within the community is tended to support knowledge sharing. OPENTEXT does not endorse, guarantee, warranty, or assume responsibility for any content, advice, opinions, recommendations, communications, or other information that may be provided or referenced on or through the OPENTEXT's Developer community. Posts requiring official support from OPENTEXT will be moved to "My Support" for further review and follow-on ticket management where required.
- OPENTEXT Support community offers OPENTEXT customers and partners an opportunity to share information. Any comments posted in response to questions asked on a forum, or that otherwise purports to answer any questions, including any questions about OPENTEXT or Products and Services, are made available for Members general knowledge only and should never be relied upon as answers to your specific questions (even if an answer is marked by another member as an "accepted" answer or with any similar qualifications). Members should always contact OPENTEXT customers support for answers to specific questions related to their use of OPENTEXT products and services.

### 3. Behavior in all OT Communities

- These Terms of Use outline the standards of behavior expected from members of OPENTEXT Network Community.
- OPENTEXT value the participation of each member of the OPENTEXT Network Community and want all members to have an inclusive, enjoyable and fulfilling experience. OT communities strive to be friendly, helpful, fun and safe.
- All OPENTEXT Network Community members are expected to show respect and courtesy to others
  across OPENTEXT online forums, social media channels, support network, OPENTEXT events, and
  other gatherings whether they take place in person or virtually.

- You must always participate in OT Communities as yourself and when applicable, correctly identify
  any affiliation you have with another organization. You must not impersonate any other person or
  misrepresent your affiliation with any organization.
- OPENTEXT employees and OPENTEXT Community moderators contribute as individuals. Their
  contributions are their personal opinions and do not represent OPENTEXT official positions, opinions,
  statements or policies. OPENTEXT makes no representations or warranties about such contributions
  posted or otherwise provided by OPENTEXT employees or OPENTEXT moderators in the
  Communities or as to the accuracy or reliability of such contributions.
- OPENTEXT may collect certain personal information about you. OPENTEXT's use of such information is governed by the provisions of the OPENTEXT Privacy Statement, found at http://www.OPENTEXT.com/who-we-are/copyrightinformation/site-privacyand the OPENTEXT Legal Notice. You have read and understood the OPENTEXT Privacy Statement and the OPENTEXT Cookie Statement found at http://www.OPENTEXT.com/who-we-are/copyrightinformation/site-cookies-information, both of which are hereby incorporated by reference and apply to your use of OPENTEXT Communities.
- If an OPENTEXT Community makes certain online space available to you, that space is personal to you, and you may not sell, license, exchange, or barter that space for any purpose.
- You agree not to upload, email, post, publish or otherwise transmit through any OPENTEXT Community any content that: (a) is false or misleading; (b) is defamatory; (c) is harassing or invades another's privacy, or promotes bigotry, racism, hatred or harm against any group or individual; (d) is obscene; (e) infringes another's rights, including but not limited to intellectual property rights; (f) constitutes unsolicited bulk e-mail, "junk mail," "spam" or chain letters; (g) is designed to provoke a negative response from one or more specific members (e.g., "trolling"); (h) interferes with or disrupts OPENTEXT or servers or networks connected to OPENTEXT, or (i) violates any applicable laws or regulations.
- OPENTEXT may, but is not obligated, to monitor or review any OPENTEXT Community.
- OPENTEXT may, at any time and without notice, remove content from the OPENTEXT Communities
  that OPENTEXT in its sole discretion deems in violation of these or any specific Community's Terms
  of Use.
- You may not use OPENTEXT Communities for commercial purposes. You shall not distribute or
  otherwise publish any content containing a solicitation of funds, promotion, advertisement, solicitation
  for goods or services, or other commercial matter. You agree not to solicit other members of any
  OPENTEXT Community to use or join or become members of any commercial online or offline
  service or other organization.

- You may download, view, copy and print materials and documents (collectively, the "Documents") provided by OPENTEXT on OPENTEXT subject to the following: (a) the Documents can be used solely for personal, informational, non-commercial purposes within your organization; and (b) the Documents cannot be modified or altered in any way; and (c) the Documents cannot be used for comparative or competitive analysis or benchmarking testing or analysis of OPENTEXT products or services; and (d) the Documents cannot be used for any competitive purposes as determined by OPENTEXT in its sole discretion. No other use of Documents is authorized. You agree that any permitted copies of the Documents which you make will retain all copyrights and other proprietary notices in the same form and manner as on the original. Except as specified above, nothing contained herein may be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark or copyright of OPENTEXT. All rights not expressly granted herein are reserved by OPENTEXT. ALL DOCUMENTS PROVIDED BY OPENTEXT ON THE OPENTEXT COMMUNITY NETWORK ARE PROTECTED BY COPYRIGHT. EXCEPT AS SPECIFICALLY PERMITTED HEREIN, NO DOCUMENTS (OR PORTION THEREOF) PROVIDED BY OPENTEXT ON THE OPENTEXT COMMUNITY NETWORK MAY BE USED, MODIFED, COPIED, DISTRIBUTED, DISPLAYED, REPRODUCED, LICENSED, PUBLISHED, TRANSMITTED, OR POSTED, IN ANY FORM OR BY ANY MEANS, WITHOUT THE EXPESS PRIOR WRITTEN AUTHORIZATION FROM OPENTEXT. YOU ARE NOT AUTHORIZED TO CREATE DERIVITIVE WORKS OF ANY DOCUMENTS POSTED BY OPENTEXT ON THE OPENTEXT COMMUNITY NETWORK WITHOUT THE EXPESS PRIOR WRITTEN AUTHORIZATION FROM OPENTEXT. IT IS A VIOLATION OF OPENTEXT'S COPYRIGHTS TO USE, REPRODUCE OR OTHERWISE MAKE AVAILABLE DOCUMENTS FROM THIS SITE FOR ANY COMPETITIVE, PUBLIC OR COMMERCIAL PURPOSES.
- You will not collect or store personal data about other members, except information that members make public and shareable in their Personal Learning Network (PLN) profile section.
- You may not post any instructions, software or other materials that (i) harm other members' computers; or (ii) would allow OPENTEXT Community members or third parties to harm other members' computers or to inappropriately access software or websites. You will not post any computer programs that contain destructive features, such as viruses, worms or Trojan horses. In addition, you will not employ any type of bots for the use of scrolling, showing multiple screens, or other activities that might disrupt online communication.
- OPENTEXT is not responsible for anything you say or post in any OPENTEXT Community or for the use of the same by any OPENTEXT members or third parties.

- If you post any content to any OPENTEXT Community, you are solely responsible for retaining a back-up copy of such content. OPENTEXT is not responsible for any alterations, deletions or loss of any content you post to any OPENTEXT Community.
- Some OPENTEXT Community members may post or save to their PLN links to other websites.
   OPENTEXT is not responsible for the content of other websites associated with these links. Your use of these links and any content at such links is entirely at your own risk.
- Information exchanged in OPENTEXT Communities is not confidential unless Community-specific terms provide otherwise.
- You are responsible for maintaining the confidentiality of any password(s) you receive to access any OPENTEXT Community and are fully responsible for all activities that occur under your password(s). You agree to notify OPENTEXT immediately of any unauthorized use of your password(s). You must provide current, accurate, and complete information about yourself that may be required as part of the account creation process and/or continued use and participation in any OPENTEXT Community. You must maintain and promptly update any account information provided to OPENTEXT to keep it accurate, current and complete.
- Access to and use of password protected and/or secure areas of the OPENTEXT is restricted to
  authorized members only. Unauthorized individual attempting to access these areas will result in the
  immediate termination from OPENTEXT in addition to any other rights available to OPENTEXT at law
  or in equity.
- OPENTEXT expects these guidelines to be followed by all community members including OPENTEXT employees, developers, customers, partners, user group organizers, attendees, and other event members.
  - Be respectful. OPENTEXT Network Community is dedicated to providing a harassment-free
    community for everyone regardless of knowledge or experience, gender identity, orientation,
    ability, appearance, body type, race, ethnicity, or religion. OPENTEXT does not tolerate
    harassment in any form.
  - Be considerate. Communication within OPENTEXT Network Community should be appropriate for general audiences including people of many different backgrounds, experiences, and beliefs. Sexual or discriminatory language and imagery are not appropriate within any OPENTEXT Network Community forums.
- At the sole discretion of OPENTEXT Network Community admins, members violating these rules may
  face consequences including, but not limited to, deletion of offensive comments, deletion of unethical
  software, removal from online forums, conferences, or events, and may be banned from

future OPENTEXT Network Community forums. Members also have the ability to flag posts for spam or abusive content.

#### 4. Software

Any software which you download through any Community is subject to the terms and conditions provided in or with the software.

#### 5. Termination of Use

You agree that OPENTEXT may, in its sole discretion, at any time terminate or suspend your access to all or any part of the OPENTEXT Community(ies) and any account(s) you may have in connection with such Community(ies) for any reason and without notice. OPENTEXT may, but has no obligation, to monitor use of OPENTEXT Communities. You may discontinue your participation in and access to the OPENTEXT Community at any time. If you breach any of the Terms of Use or any specific Community's Terms of Use, your authorization to use the OPENTEXT Community automatically terminates and you agree to immediately destroy any downloaded or printed Documents (as defined in Section 2 above) and any copies thereof.

# 6. Third Party Web Sites, Content, Products and Services

OPENTEXT Communities may provide links to web sites and access to content, products and services from third parties, including members, advertisers, affiliates and sponsors of various OPENTEXT Communities. OPENTEXT provides these links merely as a convenience for informational purposes and the inclusion of such links does not constitute or imply an endorsement or recommendation. OPENTEXT is not responsible for the availability of, and content provided on, third party web sites. You should refer to the policies posted by other web sites regarding privacy and other topics before you use them.

OPENTEXT is not responsible for third party content accessible through any OPENTEXT Community, including opinions, advice, statements and advertisements, and understand that you bear all risks associated with the access to and use of such web sites and content therein. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. OPENTEXT is not responsible for: (a) the quality of third-party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related

to purchased products or services. OPENTEXT is not responsible for any loss or damage of any sort you may incur from dealing with any third party.

#### 7. Disclaimer

ALL OPENTEXT COMMUNITIES, AND ALL CONTENT, MATERIALS, INFORMATION, DOCUMENTS, OPINIONS, RECOMMENDATIONS, ADVICE, SOFTWARE, PRODUCTS AND SERVICES PROVIDED ON OR OBTAINED THROUGH ANY OPENTEXT COMMUNITIES (COLLECTIVELY, THE "INFORMATION"), ARE PROVIDED ON AN "AS IS" BASIS. OPENTEXT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. OPENTEXT AND ITS SUPPLIERS MAKE NO WARRANTY THAT: (A) OPENTEXT COMMUNITIES WILL MEET YOUR REQUIREMENTS; (B) OPENTEXT COMMUNITIES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY OPENTEXT COMMUNITY OR ANY INFORMATION OBTAINED FROM ANY OPENTEXT COMMUNITY WILL BE ACCURATE OR RELIABLE: OR (D) THE QUALITY OF ANY INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH OPENTEXT COMMUNITIES WILL MEET YOUR EXPECTATIONS. ANY INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OPENTEXT COMMUNITIES IS DONE ENTIRELY AND SOLELY AT YOUR OWN DISCRETION AND RISK.

# 8. Limitation of Liability

IN NO EVENT WILL OPENTEXT AND ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM (A) YOUR ACCESS TO, OR USE OF OR INABILITY TO USE, ANY OPENTEXT COMMUNITIES OR ANY INFORMATION (AS DEFINED IN SECTION 6 ABOVE), (B) YOUR RELIANCE UPON ANY OF THE CONTENT OR INFORMATION ON ANY OPENTEXT COMMUNITIES, OR (C) OPENTEXT'S TERMINATION OR SUSPENSION OF YOUR ACCOUNT(S) OR ACCESS TO ANY OPENTEXT COMMUNITIES..

## 9. Indemnity

You will defend, indemnify and hold harmless OPENTEXT, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your and/or your agent's access to or use of any OPENTEXT Community.

# 10. Feedback Ownership and Content License

Any information provided to OPENTEXT regarding OPENTEXT products and services is provided by the submitter and received by OPENTEXT on a non-confidential basis and such information is deemed the property of OPENTEXT. By submitting any such information to OPENTEXT, you grant a no-charge assignment to OPENTEXT of all worldwide rights, title, and interest in copyrights and other intellectual property rights to the information. OPENTEXT is free to use such information on an unrestricted basis. For any other content provided to OPENTEXT, such information is provided to OPENTEXT on a non-confidential basis and by uploading, emailing, posting, disclosing, publishing or otherwise transmitting content to any OPENTEXT Community or submitting any content to OPENTEXT, you automatically grant (or warrant that the owner of such rights has expressly granted) OPENTEXT and all other OPENTEXT Community members a perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, transmit and distribute such content in any form, medium, or technology now known or later developed. In addition, you warrant that all so-called moral rights in the content have been waived.

# 11. Applicable Law

All matters relating to your access to, and use of, OPENTEXT Communities shall be governed by the federal laws of Canada or the laws of the Province of Ontario, excluding its conflict of law rules. Any legal action or proceeding relating to your access to, or use of, OPENTEXT Communities must be instituted in a provincial or federal court of Ontario. You and OPENTEXT agree to submit to the jurisdiction of, and agree that the venue is proper in, these courts in any such legal action or proceeding.

# 12. Copyright Policy/Digital Millennium Copyright Act

You may not post, modify, distribute, or reproduce in any way copyrighted or other proprietary materials without obtaining the prior written consent of the copyright owner of such materials. OPENTEXT may terminate an account, deny access to a site or service, or terminate any user who is alleged to have infringed the copyright or proprietary rights of another. Please read our OPENTEXT Copyright Policy found at http://www.OPENTEXT.com/file\_source/OPENTEXT/en\_US/PDF/OPENTEXT-legal-copyright-policy-en.pdf for instructions on what to do if you believe your copyrights have been violated.

# 13. Copyright/Trademark Information

Information on OPENTEXT's copyrights is found here: http://www.OPENTEXT.com/who-we-are/copyright-information.

## 14. Privacy

OPENTEXT respect your privacy and constantly strive to comply with applicable data protection laws and regulations. for more information on OPENTEXT Privacy policy please click here.

### 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/TSX: OTEX), visit opentext.com.

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