OpenText
End User License Agreement

This End User License Agreement ("**EULA**") is between the OpenText entity specified in the signature block below ("**OT**") and the licensee specified in the signature block below ("**Licensee**"), and is effective on the last signature date ("**Effective Date**").

OT and Licensee agree as follows:

1.0 Definitions

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

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

"Covered Countries" means Canada, the United States, Austria, Belgium, France, Italy, the United Kingdom, Spain, the Netherlands, Sweden, Denmark, Finland, Norway, Switzerland, Germany, Australia, and New Zealand;

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

"License Documents" means this EULA including any addenda, the License Model Schedule, all Transaction Documents (including pricing information), Documentation, the document entitled Third Party Notifications available at www.opentext.com/agreements, and any other documents provided by OT setting out permitted uses of the Software;

"License Fees" means the non-refundable fees payable by Licensee to OT with respect to the granting of Software Licenses;

"License Model" means the description of the conditions, limitations and restrictions associated with the Software License which govern the use of the Software;

"License Model Schedule" for each individual Software License means the schedule entitled "License Model Schedule" posted at http://www.opentext.com/agreements in effect on the date of the applicable Transaction Document. The License Model Schedule is incorporated into this EULA;

"Physical Media" means the physical media or hardware containing or enabling Software;

"Reseller means an authorized OT reseller;

"Software" includes software products, Documentation, and Support Software licensed to Licensee under this EULA, including all copies made by Licensee;

"Software License" means a license for the Software granted under this EULA to the Licensee;

"Support Software" means all maintenance and support software, updates, upgrades, patches, fixes or new versions of the Software provided to Licensee pursuant to an OT maintenance and support program, together with all related Documentation provided to Licensee pursuant to such program;

"Taxes" means the sales, use, consumption, goods and services, and value-added taxes imposed by the appropriate governments arising out of granting of licenses and delivery of Software under this EULA, except taxes imposed on OT's income;

"Third Party Software" means software products owned and licensed directly by third parties to the end user;

"Transaction Document" includes: a) a written order schedule signed by both parties which references this EULA, b) a quotation issued by OT and signed by the Licensee, c) an invoice issued by OT, or d) any other document that references this EULA and is agreed to by OT in writing. If and to the extent of any inconsistency between two or more Transaction Documents, the priority of the Transaction Documents will be interpreted in the order listed above. All Transaction Documents are governed by this EULA.

2.0 Ownership of the Software

2.1 Ownership. None of the Software is being sold. All ownership, intellectual property, and other rights and interests in the Software remain solely with Open Text Corporation, its Affiliates or its licensors. The source code of the Software is a trade secret of Open Text Corporation, its Affiliates or its licensors, and is their confidential information.

3.0 License Grant

3.1 Grant of License. Except as otherwise stated in the License Documents and subject to Licensee's payment of the License Fees and Taxes in full, OT grants to Licensee a worldwide, nonexclusive, perpetual (unless stated to be a time limited term), internal business use license (unless otherwise stated in the License Model Schedule) to download, install and execute the Software identified in the applicable Transaction Document subject to the License Models, restrictions, quantities, conditions, and limitations stated in the License Documents.

3.2 Applicable License Models. The License Model and any restrictions for the Software will be stated in the Transaction Document. If no License Model or restrictions are specified in the Transaction Document, the License Model (and any capacities) for which OT has been paid License Fees will apply.

3.3   Allocation of Licenses to Affiliates. Unless prohibited under the applicable License Document, the Licensee may allocate Software Licenses to its Affiliates, provided: (a) the Licensee remains responsible for the Affiliate's compliance with the License Documents; and (b) the Licensee is liable for any breach of the License Documents by an Affiliate.

4.0   Authorized Copies
4.1   Software and Documentation. Licensee may make as many copies of the Software necessary for it to use the Software as licensed. Each copy of the Software made by Licensee must contain the same copyright and other notices that appear on the original copy. Licensee will not modify the Documentation. Documentation may: (a) only be used to support Licensee's use of the Software; (b) not be republished or redistributed to any unauthorized third party; and (c) not be distributed or used to conduct training for which Licensee, or any other party, receives a fee. Licensee will not copy any system schema reference document related to the Software.

5.0   Restrictions
5.1   General Restrictions. Except as provided in the License Documents, Licensee will not and will not permit any other party to: (a) assign, transfer, sublicense, publicly display or perform, or redistribute the Software to any party in whole or in part; (b) rent or use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; (c) charge a fee to any party for access to or use of the Software; or (d) use the Software in a manner inconsistent with the License Documents. Licensee will not disclose results of any benchmark or other test run on the Software.   Licensee will not use the Software for (w) the on-line control of aircraft, air traffic, aircraft navigation, or aircraft communications; (x) in the design, construction, operation or maintenance of any nuclear facility; (y) medical or surgical applications; or (z) any other application in which failure could cause personal injury or death.   Except as expressly permitted under applicable law, Licensee will not modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software or any confidential information or trade secret
5.2   Derivative Works. Licensee is prohibited from creating any change, translation, addition, extension, upgrade, update, improvement, new version, or other derivative work of the Software. Notwithstanding the above, if any of the Software is provided to the Licensee in source code format (or any other format that can be modified), the Licensee may modify such portion of the Software for the sole purpose of using the Software in accordance with this EULA and OT will solely own all modified portions and Licensee assigns all ownership rights in the modifications to OT.
5.3   Interfacing and Interactive Software. Licensee may not permit any software products not licensed by OT to interface or interact with the Software, unless accomplished through the use of application program interfaces provided by OT.

6.0   Ordering Software Licenses
6.1   Direct Orders. If Licensee orders Software directly from OT, the Software must be identified on a Transaction Document acceptable to OT.
6.2   Orders through an OT Reseller. Software Licenses ordered through a Reseller are governed by the license grant set out in this EULA and the License Model description set out in the License Model Schedule. The License Model will be stated in an order document between Licensee and Reseller. If Reseller does not notify Licensee of the correct License Model, then the License Model for which OT has been paid License Fees will apply.
6.3   Risk of Loss and Shipping Terms. The Software is deemed delivered on the earlier of (a) when it is made available by OT for electronic download, or (b) when OT delivers the Software on Physical Media. Title to the Physical Media and all risk of loss for the Physical Media will pass to Licensee when delivered by OT to the shipping dock of the OT shipping facility.
6.4   Invoicing And Payment. OT may invoice Licensee for License Fees and Taxes upon delivery of Software. All License Fees and Taxes due to OT by Licensee are due and payable upon Licensee's receipt of an invoice from OT. License Fees do not include Taxes which are the responsibility of Licensee. If OT is obligated to pay Taxes on behalf of Licensee, Licensee will reimburse OT in full promptly following receipt of OT's invoice. Licensee is responsible for paying the full Licensee Fees to OT regardless of any Taxes Licensee is required to withhold or deduct. All License Fees and Taxes due to OT under this EULA are payable in the currency specified in the Transaction Document. All License Fees and Taxes due to OT which are not paid in full within 30 days following its due date will bear interest at a rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less, on the unpaid portion until fully paid. This subsection does not apply if Software is purchased through an OT reseller.
6.5   Over Usage. OT may invoice Licensee for fees and Taxes payable by Licensee due to use of or access to the Software in excess of the number or type of Software Licenses granted by OT.
6.6   Licensee Affiliate Orders. Licensee's Affiliates that order Software Licenses are bound by the terms and conditions of this EULA as if it were the Licensee. Licensee and its Affiliates are jointly and severally liable to OT for any breach of this EULA.
6.7   OT Affiliate Orders. OT Affiliates may fulfill orders pursuant to a Transaction Document in which case the OT Affiliate is bound by all of the terms and conditions of this EULA as if it were OT.

7.0   OT Support and Maintenance.

7.1   OT Support and Maintenance Program.   All Support Software provided to Licensee under an OT maintenance or support program is governed by this EULA. The provision of maintenance and support services by OT will be governed by the then-current version of the applicable OT software maintenance program handbook (available upon request or at www.opentext.com/agreements).

8.0   Audits and Noncompliance
8.1   Audit.   During the term of this EULA and for 24 months after, Licensee will maintain electronic and other records sufficient for OT to confirm that Licensee has complied with this EULA. Licensee will promptly and accurately complete and return (no less than 30 days) any self-audit questionnaires, along with a certification by an authorized representative of Licensee confirming that Licensee's responses to the questionnaire accurately and fully reflect Licensee's usage of the Software. Furthermore OT may once per year audit Licensee's records and computer systems (including servers, databases, and all other applicable software and hardware) to ensure Licensee has complied with this EULA. Licensee shall cooperate with OT's audit team and promptly and accurately respond to, database queries, location information, system reports, and other reports requested by OT and provide a certification by an authorized representative of Licensee confirming that information provided by Licensee accurate reflects Licensee's usage of the Software
8.2   Conduct.   Audits will be conducted during regular business hours and will not interfere unreasonably with Licensee's business. OT will provide Licensee with 7 days prior notice of each audit. Licensee will allow OT to make copies of relevant Licensee records. OT will comply with all applicable data protection regulations.
8.3   Noncompliance. If Licensee is not in compliance with the Software Licenses, Licensee will be deemed to have acquired additional Software Licenses at OT's then-current list price to bring Licensee into compliance, and Licensee must immediately pay: (a) the applicable License Fees and Taxes, and (b) maintenance and support fees covering (i) the period Licensee was not in compliance with the Software License; and (ii) the first year maintenance and support fees on any additional Software Licenses. If Licensee has failed to comply with the License Documents, Licensee will reimburse all costs incurred by OT in performing the audit. Compliance with the License Documents is the sole responsibility of Licensee.

9.0   Limited Warranties
9.1   Limited Software Warranty.   Until the occurrence of the statute of limitations outlined in section 9.6.5, OT warrants to Licensee that the Software delivered to Licensee under this EULA: (a) will be free of all known viruses at the time of first delivery to Licensee; and (b) will perform substantially in accordance with its accompanying Documentation.
9.2   Supplementary performance in the event of material defects.
9.2.1 If Licensee provides notification of material defects for which OT is liable as material defects, OT shall provide supplementary performance free of charge within an appropriate period and shall take into account the difficulty of rectifying the material defect and its impact for Licensee.
9.2.2 Supplementary performance may be effected, at OT's option, by rectifying the material defect or by delivering new Software or Physical Media. OT may also provide an update, upgrade or more recent version of the Software for supplementary performance purposes, provided that this is reasonable for Licensee.
9.2.3 The material defect may also be remedied by means of written instructions on how to act, or instructions on how to act provided over the telephone, to Licensee by way of remote data transmission or dispatch of data carriers with corrective software. In these cases, in so far as this is reasonable, Licensee is obliged to implement instructions on how to act, to enable remote data transmission or remote access by OT to the defective Software and/or to input corrective software immediately after it is delivered. A technical software workaround also constitutes rectification of a material defect if it does not considerably impair the use of the Software for the contractually envisaged purpose and the workaround is reasonable for Licensee. In the event of a workaround, OT shall completely rectify the defect within the scope of any updating (update, upgrade or new version) of the Software.
9.3   Failure of supplementary performance in the event of material defects.
9.3.1 If a material defect cannot be rectified within an appropriate period or if supplementary performance or replacement delivery fails for other reasons, Licensee may at its option demand a reduction of the remuneration, withdraw from the EULA or assert other rights pursuant to section 10 of this EULA. Withdrawal is excluded only in the case of insignificant defects in the Software.
9.3.2 Supplementary performance has not failed until OT has been given sufficient opportunity to effect supplementary performance or replacement delivery without the desired success being achieved, if the supplementary performance or substitute delivery is impossible, OT declines to effect this or unreasonably delays it or the situation is unreasonable for other reasons.
9.4   Supplementary performance in the event of defects of title.   OT shall defend Licensee from any Claims, suits, actions or proceedings brought against Licensee in a court of competent jurisdiction by a third party which allege an infringement of such third party's patent, copyright, or trade secret rights of which OT is aware existing under the laws of the Covered Countries, and in any judgment finally awarded, for which all avenues of appeal have been exhausted, or any final settlement in connection with any such Claims, provided all of the conditions set out above related to the defense of such Claims are satisfied. Upon Licensee's request, the parties may agree with due regard to costs incurred and risks the inclusion of additional countries in the list of the Covered Countries.

Subject to this section 9.4 OT shall defend Licensee from any Claims brought against Licensee provided that (a) Licensee immediately notifies OT in writing of Licensee first becoming aware of each such Claim and its reasons; (b) Licensee will grant OT sole control over the litigation and all associated actions with respect to such Claim as far as reasonable; (c) Licensee provides all reasonable assistance, information and authority to OT required to enforce the aforementioned actions; and (d) Licensee does not make any admission against OT's interests and does not agree to any settlement of any Claim without the prior written consent of OT.

Besides that OT will at its absolute discretion (a) obtain for Licensee a nonexclusive license to continue using the Software; (b) replace the infringing portion of the Software as far as this is reasonable for Licensee in consideration of the purpose of this EULA; or (c) modify the infringing portion of the Software without reasonable degradation in functionality in order to make it non-infringing.

9.5   Failure of supplementary performance in the event of defects of title. In case supplementary performance is not possible OT shall take back the infringing Software or the infringing portion of the Software. If supplementary performance is not reasonable available as determined by OT at OT's absolute discretion, OT shall refund the unamortized portion of the License Fees received by OT from Licensee under this EULA attributable to the infringing portion of the Software, based on a 3 year straight line amortization commencing on the date of first delivery of the Software to the Licensee.

9.6   Common provisions for material defects and defects of title.

9.6.1   In the event of wilful act or gross negligence of OT, in case of malicious concealment of a defect, 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.

9.6.2   Material defects and/or defects of title which occur shall be documented by Licensee in a manner comprehensible to OT (e.g. in the case of material defects by means of screenshots, error messages and defect records) and shall be reported in writing immediately after determination of any such defect.

9.6.3   OT reserves the right to invoice Licensee for (i) additional costs which arise as a result of a reallocation of the Software by Licensee to a location other than the contractually agreed installation location (if this occurs) and/or (ii) additional costs which arise as a result of Licensee culpably failing to comply with its obligations to cooperate in accordance with this EULA and/or (iii) material defects in the Software which are asserted by Licensee but do not exist and/or (iv) material defects in the Software which arise exclusively as a result of culpable faulty operation and/or non-observance of the Software description in accordance with the respectively valid price list for the service.

9.6.4   Licensee is not authorized to rectify defects in the Software itself or have them rectified by any third party (replacement performance) unless (a) OT has been given adequate opportunity to effect supplementary performance and the defect has not been rectified, (b) a right to effect self-remedy exists in accordance with other provisions of this EULA and/or (c) OT ultimately refuses to rectify the defects.

9.6.5 Statute of limitation. Claims based on material defects or defects of title in the Software become time-barred after 12 months. Statute of limitation shall start with delivery of the Software.

9.6.6 Compensation or reimbursement of futile expenditure.   In the event of a Claim OT shall provide compensation or reimburse futile expenditure on the basis of a defect within the limitations outlined in section 10 of this EULA.

9.7   Warranty Exclusions.

9.7.1 Material defects. The warranty in section 9.1-9.3 shall not apply to any material defect caused by: (a) any change to the Software, except where such changes were made by OT in relation to the provision maintenance and support services or Licensee proves that defects which have arisen are not attributable to the change/modification and that error analysis and rectification by OT is not effected thereby.; (b) Licensee's failure to provide a suitable installation or operating environment for the Software; (c) use of the Software on a software or hardware platform not approved by OT in writing; (d) software, hardware, firmware, data, or technology not licensed or approved by OT in writing; (e) any telecommunications medium used by Licensee; (f) Licensee's own computer system; or (g) failure of Licensee and/or user to comply with the Documentation. OT does not warrant that the Software is error-free or will operate without interruption.

9.7.2 Defects of title. The warranty in section 9.4 shall not apply in case such Claim arises solely as a result of Licensee's use of the Software within one or more of the Covered Countries not in accordance with the provisions of this EULA and the applicable Documentation, and provided: (a) the alleged or actual infringement was caused by the use of a superseded version of the Software if the infringement would have been avoided by the use of a then-current release of the Software; and (b) the alleged or actual infringement was caused by the modification of the Software by any party other than OT; and (c) the alleged or actual infringement was caused by the combination or use of the Software with software, hardware, firmware, data, or technology not licensed to Licensee by OT or approved by OT in writing. Furthermore the warranty in section 9.4 shall not apply in case Licensee does not provide adequate and reasonable assistance to OT in the defense, litigation, and/or settlement by OT of the Claim upon OT's prior request or, as far as reasonable, if Licensee does not grant OT the sole control over the litigation or the settlement of each Claim.

10.0   Limitation of Overall OT Liability

OT's total liability for any and all Claims shall be subject to the limitation set out herein:

10.1   Unlimited liability. OT shall be liable without limitation in case of (a) In the event of intentional acts and gross negligence; (b) In the event of damage or loss arising from death or personal injury irrespective from the level of culpability; or (c) In case of acceptance of a written guarantee by OT.

10.2   Cardinal obligations and damage or loss typically contractually foreseeable. If the provisions of section 10.1 do not apply, OT shall be liable, in case of a material breach of contractual obligations which jeopardize attainment of the contractual purpose (cardinal obligations), for damage or loss up to the limited extent that is typically contractually foreseeable.

10.3   Other cases. If none of the cases specified in 10.1 or 10.2 applies, in particular in the event of breach of other contractual obligations, OT's liability is limited to 150% of the net purchase price for the Software, but at least to 300.000.00 EURO per Claim and for the entire EULA to a maximum of 1.000.000 EURO.

10.4   Statute of limitation.   Section 9.6.5 applies accordingly to the limitation period with the proviso that the statutory limitation period applies to Claims in accordance with section 10.1.

10.5   Contributory negligence and data backup.

10.5.1 If damage or loss is attributable both to fault by OT and to fault by Licensee, Licensee must allow its contributory negligence to be taken into account.

10.5.2 In particular, Licensee is responsible for regular backup of its data. 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 Licensee and for reconstructing the data which would have been lost even if backup copies had been created at regular intervals.

10.6   Product Liability Act. Liability under the Product Liability Act is not affected.

10.7   Additional exclusion. Aside from the obligations stated in this section, OT's liability under this EULA shall be excluded, no matter what the legal grounds are. If OT's liability is excluded or limited, this also applies to the personal liability of the OT's employees, representatives and vicarious agents.

11.0   Termination

11.1   Termination for Default. Either party may terminate this EULA if the other party: (a) becomes insolvent; and (b) has a receiver or receiver manager appointed with respect to it or any of its assets. Without prejudice to each right or remedy of a non-breaching party, either party may terminate this EULA for material breach by written notice, effective 10 days after notice unless the other party first cures the breach.

11.2   Effect of Termination or Expiration. Upon any termination of this EULA or expiration of a term license: (a) all Software Licenses will immediately terminate; (b) Licensee will immediately cease all use of the Software; and (c) Licensee must either deliver to OT or destroy all copies of Software, Documentation, and OT confidential information in Licensee's possession or control. Within 15 days after termination, an authorized representative of Licensee must certify in writing that all copies have been delivered to OT or destroyed. Any terms in this EULA which by their nature extend beyond termination or expiration of this EULA will remain in effect until fulfilled.

12.0   Miscellaneous Provisions

12.1   Confidentiality. Information exchanged under this EULA will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this EULA and may only be shared with employees, agents, or contractors with a need to know such information. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure during the period the information remains confidential or a trade secret. These obligations do not cover information that (a) was known or becomes known to the receiving party without obligation of confidentiality; (b) is independently developed by the receiving party or (c) is required to be disclosed by law or a governmental agency.

12.2   Automated Verification.   The Software may contain or require a license key to prevent unauthorized installation or to enforce limits of the Software License, and may contain devices or functionality to monitor Licensee's compliance with this EULA.

12.3   Developer Tools. OT is not responsible or liable for Licensee's development or use of additional software code or software products ("Licensee Software") using software developer tools licensed by OT and Licensee will defend and indemnify OT against any claims, damages, costs, losses or expenses related to the development or use of the Licensee Software.

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

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

12.6   Governing Law. This EULA is governed by the laws of Austria excluding (a) its conflicts or choice of law rules, and (b) the United Nations Convention on Contracts for the International Sale of Goods. Except for a request by OT for

injunctive or other equitable relief, any dispute arising out of this EULA will be subject to the exclusive jurisdiction of Vienna. The prevailing party in any litigation related to this EULA will be entitled to its reasonable attorneys' fees and court costs. The Uniform Computer Information Transactions Act, or any version, adopted by any state, does not apply to this EULA.

12.7   Force Majeure. Except for payment and confidentiality obligations, or protection of intellectual property, neither party is responsible for any delay or failure in performance of this EULA to the extent due to causes beyond its reasonable control.

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

12.9   Export Laws. The Software, including Documentation, 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. Licensee will comply strictly with all regulations and has the responsibility to obtain any licenses required to export, re-export, or import Software or Documentation.

12.10 Press Release. OT may refer to Licensee's relationship with OT in a public press release or marketing materials.

12.11 Attribution Notices. Licensee will not remove, modify, obscure, resize, or relocate any ownership, attribution, or branding notices from the Software.

12.12 Resale of Third Party Software. The use of any Third Party Software resold by OT to the Licensee will be governed by a license agreement between the Third Party Software owner and the Licensee. OT does not provide any warranties related to the Third Party Software. OT has no liability or obligation to the Licensee related to the Third Party Software.

12.13 Entire License Agreement. The License Documents set forth the entire agreement between the parties with respect to this subject matter, and supersede all other related oral and written agreements and communications between the parties. Neither party has relied upon such other agreements or communications. Any purchase order terms which purport to amend or modify terms of the License Documents, or which conflict with the License Documents are void.

12.14 Third Party Rights. This EULA does not confer a benefit on, and is not enforceable by, any person or entity who is not a party to this EULA.

12.15 Legal Review and Interpretation. Both parties have had an opportunity for legal review of the License Documents. The parties agree that the License Documents result from negotiation between the parties. The License Documents will not be construed in favor of or against either party by reason of authorship. The headings used in this EULA are for convenience only. The term section refers to all subsections below a section heading (i.e. 3.0) and the term subsection refers to sequentially numbered subsections following a section (i.e. 3.1).

12.16 Notices. Any notice under this EULA that must be given by a party in writing is deemed effective when sent either: (a) via certified or registered mail, postage prepaid, or (b) via express mail or nationally recognized courier service to the other party's address specified in this EULA or on the most recent Transaction Document. Notices to OT will also be sent to OT's general counsel at 275 Frank Tompa Drive, Waterloo, Ontario Canada, N2L 0A1.

12.17 Hardware. IF HARDWARE IS IDENTIFIED ON A TRANSACTION DOCUMENT, THE SALE AND USE OF THE HARDWARE WILL BE GOVERNED BY TERMS OTHER THAN THIS EULA. OT DISCLAIMS ALL WARRANTIES AND LIABILITY WITH RESPECT TO THE HARDWARE.

Open Text Software Austria GmbH	<mark>YYYY</mark>
Name: _____ Title:	Name: _____ Title:
Date: _____	Date: _____
Address: Wagramer Straße 19, A-1220 Wien	Address: _____ _____